

AGREEMENT

between the

PORTLAND BOARD OF PUBLIC EDUCATION

OF THE CITY OF PORTLAND

and the

PORTLAND EDUCATION ASSOCIATION

August 27, 2014 to August 26, 2016

TABLE OF CONTENTS

ARTICLE 1: Recognition 1

ARTICLE 2: Definitions..... 2

 Board 2

 Association..... 2

 Superintendent 2

 Principal 2

 Assistant Principal 2

 Educator 2

 Days..... 2

 Benefit Eligibility..... 2

ARTICLE 3: Management Rights 2

ARTICLE 4: Educator Rights..... 3

 Dismissal and Non-renewal Procedure 4

 Dismissals..... 4

 Non-renewals 4

 Hearing Procedures..... 5

 Arbitration on Dismissals and Non-renewals 5

 Reduction in Force..... 5

 Seniority Determination..... 5

 Impact Areas 6

 Procedure - Notice 6

 Layoff 7

 Recall 7

 Academic Freedom..... 8

ARTICLE 5: Savings Clause 8

ARTICLE 6: Association Rights and Privileges 8

 Association Release Time 8

ARTICLE 7: Strikes and Sanctions 10

ARTICLE 8: Flexible Benefits Plan..... 10

 Benefit Dollars 10

 Benefit Options 12

 Health Insurance 12

 Dental Insurance 12

 Medical Reimbursement Accounts 12

 Dependent Care Reimbursement Account..... 13

 Taxable Income..... 13

ARTICLE 9: Grievance Procedure..... 13

ARTICLE 10: Work Year and Work Day 15

ARTICLE 11: Non-Educator Duties 16

ARTICLE 12: Salaries 17

 Advancing one salary lane on the Professional Learning Based Salary Scale..... 18

 Experience Credit for Teaching 19

 Experience Credit for Outside Teaching Service 19

Non-teaching Work Experience.....	20
Newly hired educators.....	20
Vocational Teacher.....	21
Placement on Masters Intermediate Scale.....	21
Direct Deposit.....	21
Differentials.....	21
Assignments.....	21
Review.....	22
Teacher Leadership Positions.....	22
Special Summer and Vacation Wage Rates.....	23
Normal Teaching Duties.....	23
Workshops, Etc.....	23
Miscellaneous Activities.....	23
ARTICLE 13: Educator Assignments and Travel Expense.....	23
ARTICLE 14: Job Vacancies.....	24
ARTICLE 15: Transfers and Involuntary Reassignments.....	24
ARTICLE 16: Educator Personnel Records.....	25
ARTICLE 17: Educator Facilities.....	26
ARTICLE 18: Liaison Between Association and Principals.....	26
ARTICLE 19: Professional Collaboration.....	26
Culture and Climate.....	26
Professional Learning.....	27
ARTICLE 20: Sick Leave.....	27
ARTICLE 21: Temporary Leave of Absence.....	29
Bereavement.....	30
Military Leave.....	31
Family Educational Leave.....	31
Graduation Leave.....	31
ARTICLE 22: Professional Learning and Educational Improvement/Licensure.....	31
Licensure Costs.....	32
ARTICLE 23: Protection of Educators, Students and Property.....	32
ARTICLE 24: Association Dues and Other Deductions from Salary.....	33
ARTICLE 25: Extended Leave of Absence.....	34
ARTICLE 26: Sabbatical Leave.....	36
ARTICLE 27: Living Contract Committee.....	37
ARTICLE 28: MISCELLANEOUS PROVISIONS.....	38
ARTICLE 29: Procedure For Negotiation of Successor Agreement.....	38
ARTICLE 30: Term of Agreement.....	39
Appendix A-1 - PEA Salary Scale 2014-2015 - Schedule 187 Day.....	40
Appendix A-2 - PEA Salary Scale 2014-15 - Schedule 197.....	41
Appendix A-3 - PEA Salary Schedule 2015-2016 - Schedule 183 Day.....	42
Appendix A-4 - PEA Salary Scale 2015-2016 - Scheduled 193 Day.....	43
Appendix B - Professional Learning Based Salary System.....	44
Appendix C - Differential Schedule.....	50
Appendix D - Teacher Leadership Schedule.....	52

Appendix E - Class Size.....	53
Appendix F - Educator Evaluation	54
Appendix G - Elementary Planning.....	55
Appendix H - Course Approval Form	56
Appendix I - Grievance Form.....	57
Appendix K - Sick Bank Enrollment Form	58
Appendix L - Sick Bank Application	59
Appendix L Sabbatical Application, Process, Rubric, and Agreement.....	60

ARTICLE 1: RECOGNITION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

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

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

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

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

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

1 **ARTICLE 2: DEFINITIONS**

2
3 Except when the context in which the following words are used clearly requires another meaning, and except
4 when otherwise specifically indicated, the following words shall have meanings indicated below wherever
5 used in the Agreement:
6

- 7 A. BOARD - The Board of Education of the City of Portland. Said Board may act through its
8 Chairperson, any committee thereof, its Superintendent or any other representative authorized to act
9 for it in any particular situation or class of situations.
- 10
11 B. ASSOCIATION - The Portland Education Association. Said Association may act through its
12 President or any committee thereof or any other representative authorized to act for it in any particular
13 situation or class of situations.
- 14
15 C. SUPERINTENDENT - The Superintendent of the Portland School System, a Director or any other
16 person whom the Superintendent specifically designates to act for her/him in any particular situation
17 or class of situations.
- 18
19 D. PRINCIPAL - A Principal of an Elementary, Middle or High School including the Directors of
20 WEST, PATHS and Adult Education.
- 21
22 E. ASSISTANT PRINCIPAL - An Assistant Principal of an Elementary, Middle, or High School
23 including the Assistant Director of PATHS.
- 24
25 F. EDUCATOR - A certified employee or Social Worker of the Portland School System represented in
26 the bargaining unit in Article 1, Section B defined and as described in Article 1, Section C.
- 27
28 G. DAYS - All days shall be considered educator work days unless otherwise specified.
- 29
30 H. BENEFIT ELIGIBILITY - Any educator offered a contract for any portion of a school year shall be
31 eligible for fringe benefits as contained in this contract, provided, however, that benefits for part-time
32 educators shall be prorated, based upon the percentage of full-time equivalency as set forth in the
33 educators' individual teaching contract. Educators commencing employment after August 31, 1998
34 who are employed less than half time shall not be eligible for benefits.

35
36 **ARTICLE 3: MANAGEMENT RIGHTS**

37
38 Except as otherwise specifically provided in this Agreement, or otherwise specifically agreed to in writing
39 between the parties, the determination of educational policy, the operation and management of the schools
40 and the control, supervision and direction of the educators are vested exclusively in the Board .
41

1 **ARTICLE 4: EDUCATOR RIGHTS**

2
3 **Preamble**

4
5 Portland Public Schools and the Portland Education Association are committed to effective and
6 clear communication between administrators and educators in a safe and respectful work
7 environment. If, in the course of a meeting between an educator and an administrator, it becomes
8 apparent that there may be performance concerns with the educator, the meeting will be
9 rescheduled and a formal process as outlined in Section D below will be followed.

- 10
11 A. All educators employed by the Board shall have the right to become members of the Association or to
12 refrain from doing so. No educator shall be favored or discriminated against by either the Board or the
13 Association because of her/his membership or non-membership in the Association or for engaging in
14 Association activities not barred by this agreement or by law.
15
16 B. The Board and the Association agree that neither shall discriminate against any educator, whether or
17 not a member of the Association, on the basis of race, creed, color, national origin, age, sex, disability,
18 sexual orientation, or marital status. A complaint as to such bias on the part of the Board may be
19 processed under the grievance procedure set forth in Article 9, Section A, Subsection 1 and 2, or may
20 be taken to the Affirmative Action Officer under the Affirmative Action plan currently in force.
21
22 C. No educator shall be disciplined, reprimanded, or reduced in rank or compensation without just cause,
23 and no educator on continuing contract shall be dismissed, or deprived of any professional advantage
24 or have her/his contract non-renewed without just cause.
25

26 The Board may dismiss or non-renew an educator who, although possessed of the requisite certificate,
27 proves unfit to teach or whose services the Board deems unprofitable to the school system within the
28 meaning of 20-A M.R.S.A. §13202. Dismissals and non-renewals of continuing contract educators
29 shall be governed by the procedure set forth in Section D of this Article and the pertinent provisions of
30 Article 9 Disciplinary actions shall be subject to the Conflict Resolution Procedure as set forth in
31 Article 9.
32

- 33 D. When there is a disciplinary/employment issue that needs to be discussed with an educator, the
34 following procedures will be followed:
35
36 1. The Administrator will give the educator written notice that they need to meet unless the
37 matter is of an urgent/emergency nature i.e., a criminal matter, an ethical issue, an
38 allegation of misconduct involving a student or another employee, an allegation that the
39 educator is under the influence of drugs or alcohol, a safety issue, etc.
40 2. The notice will state the purpose of the meeting to the extent possible without revealing
41 any sensitive and/or confidential information.
42 3. The notice will inform the educator that this meeting is an investigatory interview and that
43 the educator may request union representation if the educator reasonably believes that the
44 meeting might result in disciplinary action and will allow up to 48 hours for the educator
45 to get representation.
46 4. At the outset of such meeting, the Administrator will provide the educator with a clear and
47 detailed statement of the issues to be addressed with any supporting evidence available at
48 the time of the meeting.
49 5. It is understood that an educator may not always be able to immediately respond to the

1 issue that were raised during the meeting. Follow-up meetings may be scheduled as
2 appropriate to the particular circumstances.

- 3 6. It is understood between the parties that nothing in Paragraph D precludes an administrator
4 from meeting with an educator for the purpose of placing him/her on paid leave while a
5 matter is investigated.
6

7 E. Dismissal and Non-renewal Procedure:
8

9 1. Dismissals
10

11 If an educator on continuing contract is subject to possible dismissal by the Board, the
12 Superintendent shall notify the educator of the pending charges in writing. The Superintendent
13 may meet with the educator prior to any hearing on the dismissal to discuss the reasons for the
14 pending dismissal. The educator shall be entitled to have a representative of the Association
15 present during such a meeting.
16

17 Within five days of notice of a pending dismissal hearing, the educator shall notify the
18 Superintendent in writing whether she/he intends to elect the arbitration procedure under
19 Section D, Subsection 4 and Article 9 or other review of the Board's decision, should any
20 further review be sought. An election by the educator not to pursue arbitration shall be signed
21 by the educator and shall be binding upon the educator and the Association.
22

23 If arbitration is elected and if the Association subsequently decides not to proceed to
24 arbitration or withdraws from arbitration, the Board shall be held harmless from any claim
25 arising there from, unless legal fraud or collusion between the Board and Association is
26 proved.
27

28 Any effort by the educator or the Association to invoke judicial or statutory review of a
29 dismissal decision at any time after arbitration has been invoked shall result in the
30 Association's bearing the full expense of said arbitration.
31

32 The dismissal of a probationary educator shall not be governed by this agreement, but by the
33 provisions of applicable law, and is not subject to grievance or arbitration.
34

35 In the case of a suspension without pay pending dismissal of a continuing contract educator,
36 the dismissal hearing shall be held no later than fourteen (14) days after the commencement of
37 such suspension, except in instances when a reasonable extension is requested by the educator,
38 the Superintendent or the Board, or when criminal proceedings pertaining to the matter giving
39 rise to the suspensions are pending or imminent. If an educator is dismissed, she/he shall not
40 be entitled to receive any salary for time not actually worked. If the educator is not dismissed,
41 she/he shall be entitled to receive her/his regular salary for the period of suspension, except as
42 it may be reduced as a disciplinary measure relating to the charges.
43

44 2. Non-renewals
45

46 If the continuing contract of an educator of that status is recommended by the Superintendent
47 for non-renewal, the educator shall be notified in writing prior to March 1. Within 15 calendar
48 days, the educator may request written reasons for the non-renewal recommendation and/or a
49 hearing before the Board. At the same time, the educator must notify the Superintendent in

1 writing whether she/he elects the arbitration procedure under Section D, Subsection 4 and
2 Article 9 or other review available to her/him should any review be sought of the Board 's
3 non-renewal decision. An election not to pursue arbitration shall be signed by the educator and
4 shall be binding upon the educator and the Association. If arbitration is elected and if the
5 Association subsequently decides not to proceed to arbitration or withdraws from arbitration,
6 the Board shall be held harmless from any claim arising there from unless legal fraud or
7 collusion between the Board and the Association is proved.
8

9 Any effort by the educator or the Association to invoke judicial or other statutory review of a
10 non-renewal decision at any time after arbitration has been invoked will result in the
11 Association's bearing the full expense of said arbitration. The failure to reappoint a
12 probationary educator shall not be governed by this agreement but by the provisions of
13 applicable law and is not subject to grievance or arbitration.
14

15 3. Hearing Procedures

16
17 In any hearing before the Board on a dismissal or non-renewal the educator shall have the
18 right to be represented by a representative of the Association and/or by counsel.
19

20 The Board and the Association shall share equally the costs of any transcript of a hearing
21 before the Board, if the educator has elected to proceed to arbitration.
22

23 4. Arbitration on Dismissals and Non-renewals

24
25 In any arbitration properly invoked on a dismissal or non-renewal the arbitrator shall
26 determine whether the Board based its decision upon substantial evidence. She/he shall not
27 substitute her/his judgment for the Board if she/he finds that, on the evidence presented, a
28 reasonable person in the prudent conduct of her/his affairs could have come to the decision
29 reached by the Board and if no proof of disparate or discriminatory action is made. The
30 arbitrator shall have the authority to revoke or modify the decision of the Board on dismissals
31 or non-renewals only if she/he finds that the decision was not based on the evidence before it
32 and/or was arbitrary, capricious or discriminatory. "Discriminatory" treatment shall be proved
33 if persons in provable and demonstrated similar positions were treated differently for provable
34 and demonstrated similar actions or omissions.
35

36 F. Reduction in Force:

37
38 1. Seniority Determination

39
40 Prior to December 15 of each school year, the Superintendent or his/her designee shall provide
41 to the Association a list of all educators in the bargaining unit. The educators shall be listed in
42 their appropriate impact areas according to seniority. Seniority shall be calculated by
43 computing the length of continuous employment in the bargaining unit. When two or more
44 educators have the same length of continuous employment, the educator or educators with the
45 greater or greatest total length of employment in the bargaining unit shall be deemed to have
46 the greater or greatest seniority. When two or more educators have the same length of total
47 employment in the bargaining unit, the educator or educators with the greater or greatest total
48 teaching experience shall be deemed to have the greater or greatest seniority. Leaves of
49 absence taken pursuant to the Agreement shall not be considered a break in continuous

1 employment. However, the period of time spent on unpaid leave of absence shall not be
2 counted in the computation of seniority. The period of time spent on layoff and subject to
3 recall shall be counted in the computation of seniority.
4

- 5 2. Impact Areas: The following impact areas shall be used in #(1) above:
6

7 Adult Education

8
9 PATHS

10 Architectural Drafting	Graphic Arts
11 Auto Collision	Health Occupations
12 Automotive Technology	Horticulture
13 Bio-Technology	Machine Technology
14 Carpentry	Masonry
15 Commercial Arts	PATHS Program Coordinator
16 Computer Technology	Plumbing
17 Culinary Concepts	Rec/Marine Repair
18 Early Childhood Occupations	Video Technology
19 Electricity/Alternate Energy	Vocational Arts Dance
20 Fashion Merchandising	Vocational Arts Music
21 General Trades	Welding

22
23 GENERAL

24 Alternative Credit Option	Librarian
25 Art K-12	Math 9-12
26 Computer Educator	Core Subjects 6-8
27 Music	ESOL
28 Physical Education	Elementary K-5
29 Pre-School Educator	English 9-12
30 Gifted K-8	Science 9-12
31 Guidance	School Nurse
32 Health K-12	Social Studies 9-12
33 Family and Consumer Science	Social Worker
34 World Languages K-12	Technology Education 6-12

35
36 SPECIAL SERVICES

37 SP/Lang. Therapist	Physical Therapists
38 Special Education	Psychological Examiners
39 Occupational Therapist	

40
41 Educators who teach in more than one of these impact areas listed above will be listed in the
42 impact area in which they spend the most periods in the regular day. The Board has the right to
43 establish and add a new impact area for any new program, which does not fit into an existing
44 area (e.g. a new trade area or a new interdisciplinary area).
45

- 46 3. Procedure - Notice
47

48 a. If the Board is contemplating the elimination of any bargaining unit positions, it (or its
49 designee) will notify the Association. The Board (or its designee) will meet and consult

1 with the Association prior to a decision to eliminate any bargaining unit positions.

- 2
- 3 b. Not later than 10 days after the Board determines that a reduction in the bargaining unit
- 4 positions shall occur, it shall send to the Association a list of the affected impact areas
- 5 and the positions to be eliminated.
- 6
- 7 c. The Board shall also give the Association a similar 10 days' notice of the elimination of
- 8 both extra-curricular and stipend/differential positions. Before terminating a specific
- 9 educator under this paragraph, representatives of the Association will be given an
- 10 opportunity to meet with the Superintendent or his representative to consult with and
- 11 make recommendations concerning individual terminations.
- 12

13 4. Layoff

- 14
- 15 a. The least senior educator in an impact area shall be laid off except as subsequently
- 16 modified hereafter:
- 17

18 The least senior educator in an impact area may be retained and a more senior educator

19 laid off when:

20

21 (i) The least senior educator has more qualifications and more ability than a more

22 senior educator relative to the programs to be offered. Such comparison shall be

23 made in the inverse order of seniority. In such instance, the first educator who

24 has fewer qualifications and abilities than the least senior educator shall be the

25 educator laid off or

26

27 (ii) The least senior educator holds a differential or extracurricular position that no

28 educator in the impact area is both qualified and willing to fill.

29

- 30 b. Qualifications and abilities referred to in (i) above shall be determined by teacher
- 31 effectiveness ratings as of 2015-2016, certification, training (non-degree study in
- 32 courses, workshops, etc.) which meets the program need in the impact area, advanced
- 33 degrees in the program need area, and experience (within or outside the system) in the
- 34 positions to be filled.
- 35

- 36 c. Qualifications and abilities referred to in (ii) above shall be determined by any of the
- 37 following: experience, skills, training, management ability, supervisory ability,
- 38 interpersonal skills, motivational skills, organization, knowledge of the activity, and
- 39 judgment.
- 40

- 41 d. The application of abilities and qualifications referred to in c above shall be determined
- 42 by the Board and shall not be subject to review except for arbitrary or capricious action.
- 43

44 5. Recall

- 45
- 46 a. Any continuing contract educator laid off shall retain the right to recall to the first
- 47 available position(s) within the educator's impact area at the time of layoff, prior to the
- 48 employment of outside candidates. Recall rights shall terminate at the end of 15 months
- 49 after the educator goes off the payroll, or ten days after the educator receives notice of

1 an available position, whichever occurs first. Recall shall be by registered letter to the
2 educator's last known mailing address. The educator shall respond to such notice by
3 registered mail within 10 days of receipt. It shall be the employee's responsibility to
4 notify the Superintendent's Office by registered mail of her/his current mailing address.
5 Failure to respond in a timely fashion shall be considered forfeiture of the offer. Recall
6 shall be in the inverse order of layoff.
7

8 G. Academic Freedom:

9
10 Educators may discuss material on which a clear consensus of opinion does not exist, provided that (1)
11 the material is directly related to the curriculum content and (2) a conscientious effort is made to
12 present the many sides of an issue.
13

14 H. Nothing contained herein shall be construed to deny or restrict any rights an educator may have under
15 the statutes of the State of Maine. Nor shall anything contained herein be construed to deny or restrict
16 rights granted to the Board under the statutes of the State of Maine or the Charter of the City of
17 Portland.
18

19 **ARTICLE 5: SAVINGS CLAUSE**

20
21 A. If any provision of this Agreement or any application thereof to any educator or group of educators is
22 found contrary to law, then such provision or application will be valid and subsisting only to the extent
23 permitted by law, but all other provisions or applications will continue in full force and effect. The
24 parties will meet not later than ten (10) days after any such holding for the purpose of renegotiating the
25 provision or provisions affected.
26

27 **ARTICLE 6: ASSOCIATION RIGHTS AND PRIVILEGES**

28
29 A. Association Release Time

- 30
31 1. The President of the Association shall be entitled to a full-time leave of absence for the duration
32 of the President's term without loss of benefits, salary step or scale. The President will be
33 assigned a home school
34
35 2. The President of the Association shall be permitted access to school buildings to conduct
36 Association business.
37
38 3. The Association shall reimburse the Board for one-quarter (1/4) the cost of the President's
39 salary.
40
41 4. The Association shall reimburse the Board for additional release time for Association
42 Leadership.
43
44 5. If legislation is enacted that impacts the current method of determining the employer's
45 retirement contribution paid by the Maine State Retirement System pertaining to an educator
46 who is on a leave of absence pursuant to this section, then the Board agrees to reopen this
47 Section A to negotiate the impact of said legislative change.
48

49 B. The Board agrees to furnish to the President of the Association electronic copies of the following:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

1. The annual school department final budget and audit within a reasonable period of time after their availability.
2. The agendas with supporting information and minutes of all official public Board meetings.
3. Any reports of the Superintendent or others to the Board, if such reports are officially released to the public news media by either the Superintendent or the Board.

C. The Board agrees to furnish to the President of the Association at her/his written request:

1. School census data, when available.
2. Any other readily available non-confidential data to assist the Association in the fulfillment of its professional responsibilities.
3. The Board agrees to prepare and make available in each building an annual register of School Department personnel. The Board will provide electronic copies to the Association. Educators on an as-needed basis may request a copy from the Human Resources Department.
4. The Board agrees to furnish the Association with electronic copies of all Board policies and administrative or accounting bulletins within a reasonable period of time after their availability.

D. Whenever any representative of the Association or any educator is scheduled by the Board, or approved by the Superintendent, to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, she/he shall suffer no loss in pay.

E. Except as provided in Section D above, no educator shall engage in any Association activity during the time she/he is assigned to teaching or any other duty provided that representatives of the Association, the Maine Education Association and the National Education Association shall be permitted to confer with educators on school property at all times, when this does not interfere with or interrupt normal school operation and after informing the appropriate principal of her/his intention to confer.

F. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Upon reasonable advance notice of the time and place of such meetings, the principal shall permit the holding of such meetings except in cases when previously scheduled for another event. The Association shall reimburse the Board for any extra labor costs required for such meetings.

G. The Association shall have the right to make reasonable use of school equipment, such as typewriters, computers, duplicating equipment, calculating machines, and audio-visual equipment at reasonable times and when such equipment is not otherwise in use. The Association shall reimburse the Board for the reasonable cost of all materials and supplies incident to such use.

H. The Board shall permit the use of faculty lounge bulletin boards by the Association for the posting of notices relating to Association business.

I. The Association will be involved in designing and implementing orientation programs for new

1 educators.

- 2
- 3 J. The Association may make recommendations for the school calendar each year. The Board or its
4 designee shall meet and consult with the Association for the purpose of providing meaningful input
5 from educators into the development of the subsequent year calendar.
6
- 7 K. If at any time during the term of this contract the Board shall contract or subcontract out any services
8 performed by the educators hereunder, the Board agrees that any educator whose duties may thereby be
9 reduced or terminated shall be considered for employment by such contractor or subcontractor provided
10 that such contractor or subcontractor agrees in such contract or subcontract to permit such
11 consideration. Upon the completion or termination of the contract or subcontract, the Board agrees that
12 any such educator who has been in the continuous employment of such contractor during the entire
13 term of such contract or subcontract shall be reinstated in a teaching position and for the purpose of
14 determining been continuously employed by the Board while she/he was working for said contractor or
15 subcontractor. Whenever contract conditions permit or should the Board develop its own contract, the
16 Association will have an opportunity to bid to provide services as outlined under the conditions of said
17 contract specifications.
18
- 19 L. The Association may use the inter-school mail and delivery system provided that the Association agrees
20 to hold the Board harmless pertaining to the Association's obligation to comply with the U.S. Postal
21 Service rules and regulations concerning such use. The Association may use the e-mail system to the
22 extent that it does not interfere with school business and consistent with the Board's policy and rules on
23 employee computer and internet uses (GCSA and GCSA-R).
24

25 **ARTICLE 7: STRIKES AND SANCTIONS**

- 26
- 27 A. During the term of this Agreement, the Association, its officers, agents and members will not cause,
28 sponsor, support, encourage or engage in any strikes, slow-downs, sanctions, professional alerts
29 (so-called), or any other activity that might interfere with the normal operation of schools by the Board ,
30 and will not cause, sponsor, encourage or request the imposition by others of sanctions, professional
31 alerts (so-called), or any other activities that might interfere with the normal operation of schools by the
32 Board . If sanctions, professional alerts, or any other activities that might interfere with the normal
33 operation of schools are imposed by other parties, the Association will promptly and publicly request
34 such other parties to cease such conduct immediately. There shall be no lockouts for the duration of this
35 Agreement.
36

37 **ARTICLE 8: FLEXIBLE BENEFITS PLAN**

38

39 Educators will receive "Benefit Dollars" in an amount determined in accordance with the provisions of
40 Section A. Under the Flexible Benefits Plan adopted by the Board, Benefit Dollars may be used as set
41 forth in the "Benefit Options" described in Section B. Domestic partners of employees will receive the
42 same health and fringe benefits as spouses of employees as provided in City of Portland Ordinances,
43 Chapter 13.6 and PPS policies.
44

45 A. BENEFIT DOLLARS

46

47 The Benefit Dollars available to an Educator will equal the total of (1) the cost of single subscriber,
48 Securian Dental Plan, and (2) the amount toward Anthem Blue Cross/Blue Shield Health Insurance,
49 Choice Plus Plan or Standard Plan, determined under the following provisions:

1
2 1. Single or adult with child(ren) coverage: .
3

4 2014-2015: 100% Choice Plus premium rate
5

6 2015-2016: 100% of the 2014-2015 Choice Plus premium rate plus the cost of any annual premium
7 rate increase up to 3%.
8

9 2. Two Person

10 2014-2015 100% of Choice Plus Single Premium Rate
11

12 2015-2016:

13
14
15 For educators with Two Person coverage in 2014-2015 as of the effective date of this
16 agreement: 100% of the 2014-2015 Choice Plus Adult with Child premium rate plus the cost of
17 any annual premium rate increase up to 3%.
18

19 For educators without Two Person coverage in 2014-2015 as of the effective date of this
20 agreement: 100% of the 2014-2015 Choice Plus Single premium rate plus the cost of any
21 annual premium rate increase up to 3%.
22

23 3. Full Family

24 2014-2015 100% of Choice Plus Adult With
25 Child Premium Rate
26

27
28 2015-2016: 100% of the 2014-2015 Choice Plus Adult with Child premium rate plus the cost
29 of any annual premium rate increase up to 3%.
30

31 4. Educators, other than those described in Subsection 5 below, who elect not to receive
32 medical insurance, will not receive Benefit Dollars based on medical insurance. (They
33 will, however, receive benefit dollars in an amount equal to the cost of single subscriber,
34 Securian Dental Plan, whether or not they elect to receive dental insurance.)
35

36 5. In order to receive Benefit Dollars based on Two Person or Family status under the above,
37 the employee must provide evidence to the Board that his/her spouse/domestic partner is
38 not eligible to receive insurance through his/her employment and must notify the Board of
39 any changes to the spouse's/domestic partner's eligibility. The form of such evidence shall
40 be determined by the Board. Any allocation or payment of benefit dollars found to have
41 been improperly made shall be deducted from the employee's pay according to a mutually
42 agreed schedule that does not extend beyond the end of the contract year.
43

44 A spouse/domestic partner who is eligible for health insurance benefits through his or her
45 own employer but chooses through a cafeteria plan to apply dollars to other than health
46 insurance benefits is considered eligible for health insurance through his/her employer.
47

48 An employee whose spouse/domestic partner is self-employed who in turn employs other
49 employees who are entitled to health insurance but has declined for him or herself is

1 considered eligible for health insurance through his/her employer. An employee whose
2 spouse/domestic partner is self-employed and may access insurance through a group
3 insurance provider or trade association is considered eligible for it through his/her
4 employer.

- 5
6 6. Educators who were participating in the Board's medical insurance program prior to September
7 1, 1993, and who subsequently elected under the flexible benefits plan to reduce coverage in
8 exchange for a payment equal to one-half (1/2) of the amount saved by the Board, will receive
9 Benefit Dollars equal to one-half (1/2) of the amount for which they otherwise would be eligible
10 under the Standard Plan, as set out above.
11
12 7. Benefit Dollars shall be prorated for part-time Educators. Educators whose workdays are
13 reduced involuntarily shall continue to receive Benefit Dollars at the full-time level.
14

15 B. BENEFIT OPTIONS

16
17 Educators are eligible to participate in, and may apply Benefit Dollars towards the cost of, any of the
18 benefit options described below. Benefit elections must be made annually during a period selected by
19 the Board (the "Election Period"). During the Election Period, Educators may add, drop or change the
20 level of medical or dental insurance, change medical insurance plans, and change the amount of
21 contributions to medical and dependent care reimbursement accounts. Other than during the Election
22 Period, benefit elections may not be changed unless the employee has a change of family status or other
23 event, which permits an election change under the Internal Revenue Code.
24

25 1. Health Insurance

26
27 Educators may enroll in the MEA Benefits Trust Blue Cross/Blue Shield Standard Plan or
28 Choice Plus Plan. Premiums will be deducted from Benefit Dollars, to the extent available. Any
29 premiums not paid out of Benefit Dollars will be deducted from the Educator's pay on a pre-tax
30 basis, unless the Educator elects to have such amounts deducted on an after-tax basis.
31

32 2. Dental Insurance

33
34 Educators are eligible to receive dental insurance coverage. Educators may elect to receive
35 dependent coverage, single coverage or no coverage. Premiums will be deducted from Benefit
36 Dollars, to the extent available. Any premiums not paid out of Benefit Dollars will be deducted
37 from the Educator's pay on a pre-tax basis, unless the Educator elects to have such amounts
38 deducted on an after-tax basis.
39

40 3. Medical Reimbursement Accounts

41
42 Educators may elect to establish and make semi-monthly contributions to medical
43 reimbursement accounts. Such semi-monthly contributions may be no less than \$10.83 (\$260
44 annually) and may not exceed \$104.17 (\$2,500 annually). Contributions will be deducted from
45 Benefit Dollars, to the extent available. Any contributions not made out of Benefit Dollars will
46 be deducted from the Educator's pay on a pre-tax basis. Medical reimbursement accounts will
47 be managed by Maine School Management Association. Reimbursements from medical
48 reimbursement accounts will be governed by the Internal Revenue Code and the Portland
49 School Department Medical Care Reimbursement Plan.

1
2 4. Dependent Care Reimbursement Account
3

4 Educators may elect to establish and make semi-monthly contributions to dependent care
5 reimbursement accounts. Such semi-monthly contributions may be no less than \$30 (\$720
6 annually) and no more than \$208.33 (\$4,999.92 annually). Contributions will be deducted from
7 Benefit Dollars, to the extent available. Any contributions not made out of Benefit Dollars will
8 be deducted from the Educator's pay on a pre-tax basis. Dependent care reimbursement
9 accounts will be managed by Group Choice of Maine. Reimbursements from dependent care
10 reimbursement accounts will be governed by the Internal Revenue Code and the Portland
11 School Department Dependent Care Assistance Plan.
12

13 5. Taxable Income
14

15 Any Benefit Dollars not applied to one of the benefit options described above will be paid to the
16 Educator as taxable income.
17

- 18 C. The Board's participation in the Flexible Benefit Plan, as described in this Article, will be continued for
19 the ensuing policy summer quarter for an Educator resigning at the end of the school year.
20
21 D. Notwithstanding anything contained to the contrary herein, the Board reserves the right to institute a
22 new program of insurance providing benefits substantially equal or superior to those described above.
23

24 **ARTICLE 9: GRIEVANCE PROCEDURE**
25

26 A. "Grievance" as used in this Agreement, means a claim by an educator or group of educators that there is a
27 disagreement or dispute as to the interpretation, meaning or application of any provision of this Agreement,
28 except provisions expressly excluded from the grievance procedure contained in this Agreement.
29

30 B. Informal Level
31

32 The Board and the Association encourage problem solving between an educator and his/her supervisor. Any
33 educator who believes he/she has a grievance involving an interpretation or application of this agreement is
34 thus encouraged to try to resolve the matter informally with his/her supervisor before initiating the following
35 formal grievance procedure. The Association shall have the right to be present.
36

37 C. Formal Level
38

39 If the educator is unable to resolve the grievance informally, the educator may process a grievance as follows:
40

41 **LEVEL ONE - PRINCIPAL/SUPERVISOR**
42

43 The educator shall submit the details of such grievance to the appropriate Principal or Supervisor in writing on
44 the form attached hereto as Appendix I with a copy to Human Resources. Within ten (10) working days
45 thereafter, the appropriate administrator shall meet with the grievant and representatives of the Association for
46 the purpose of resolving the grievance. The appropriate administrator shall render his/her decision in writing to
47 grievant and the Association within ten (10) days after the meeting.
48

49 **LEVEL TWO – SUPERINTENDENT**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

1. If such grievance is not resolved to the satisfaction of the grievant as a result of the procedure at the Principal/Supervisor Level, the grievant may present such grievance in writing to the Superintendent within ten (10) days after receipt of the Principal/Supervisor’s decision.
2. In the case of a grievance of a general nature and not related to a particular educator or a particular school, the grievance shall be presented by the Association directly in writing to the Superintendent, without the necessity of processing the grievance pursuant to the procedures at the lower level.
3. Within ten (10) days after the Superintendent receives the grievance, the Superintendent shall meet with the grievant and the Association for the purpose of resolving such grievance. The Superintendent shall render the decision in writing to grievant and Association within ten (10) days after the meeting.

LEVEL THREE – BOARD

If such grievance is not resolved to the satisfaction of the grievant at the Superintendent level, the grievant may present such grievance in writing to the Board within ten (10) days after receipt of Superintendent’s decision. Within ten (10) days after the receipt of the grievance or at the next regularly scheduled Board meeting, whichever is later, the Board shall meet with the grievant and representatives of the Association for the purpose of resolving the grievance. The Board shall, within ten (10) days after such meeting, render its decision in writing to the grievant with a copy to the Association.

LEVEL FOUR – ARBITRATION

If such grievance is not resolved to the satisfaction of the Association at the Board level, the Association may request arbitration of the grievance within ten (10) days after receipt of the written decision of the Board. Within ten (10) days after such request, the Association and the Board shall select an arbitrator, but if they are unable to agree on a selection, the Association shall file within ten (10) days a demand for arbitration with the American Arbitration Association or any other mutually agreed upon arbitration organization. The arbitrator shall be selected through the American Arbitration Association or alternative arbitration organization in accordance with the rules and procedures of the applicable arbitration organization. The arbitrator shall fix a time and a place at Portland, Maine for a hearing upon reasonable notice to each party. After such hearing, the arbitrator shall promptly render a decision, which shall be binding upon both parties subject to judicial review as permitted by law, but the arbitrator shall have no power to render a decision which adds to, subtracts from, or modifies this agreement; the decision shall be confined to the meaning of the contract provision which gave rise to the dispute. The arbitration proceeding will be conducted in accordance with the rules and procedures of the American Arbitration Association. The cost for the services of the arbitrator, including his/her per diem expenses, if any, and his/her actual and necessary travel and subsistence expenses, and the costs of a hearing room and transcript, if any, will be shared equally by the Board and the Association. All other costs will be paid by the party incurring them. If either party requests a transcript for its own use, then that party requesting the transcript shall pay the costs of same.

D. Miscellaneous Provisions

1. The time limits for processing of grievances may be extended by written agreement of the parties.
2. A grievance must be commenced at Level One not later than Forty-Five (45) days after whichever of the following first occurs:

- 1 a. Knowledge by the Association of the event giving rise to the grievance.
2
3 b. Effective September 1, 2015, knowledge by the educator concerned of the event giving rise to
4 the grievance.
5

6 3. In the event that a grievance is filed at such time that it cannot be processed through all the steps in
7 this grievance procedure by the end of the school work year and, if irreparable harm shall result to a
8 party in interest if it is left unresolved until the beginning of the following school work year, then the
9 parties shall make all reasonable efforts to reduce the time limits set forth herein so that the grievance
10 procedure may be exhausted prior to the end of the school work year or as soon thereafter as
11 practicable.
12

13 4. Without the consent of the Board and the Association, two or more grievances shall not be submitted
14 to the arbitrator at the same time.
15

16 5. The Superintendent, the Board, and the Association may designate representative(s) to act in their
17 place.
18

19 6. As herein used "days" shall mean educator workdays during the school year.
20

21 7. Grievance proceedings shall not be open to the public.
22
23

24 **ARTICLE 10: WORK YEAR AND WORK DAY**

- 25
26 A. Except as otherwise provided in Section B, the K-12 and adult educator work year shall consist of
27 not more than one hundred eighty-seven (187) days in 2014-2015 and not more than one hundred
28 eighty-three (183) days in 2015-2016. The School Counselor work year shall be one hundred ninety-
29 seven (197) days in 2014-2015 and one hundred ninety-three (193) days in 2015-2016. In the 183/187
30 day and 193/197 day contract year, two of the non-student days will not be placed in the school
31 calendar and will be used for parent conferencing outside the normal work day. One (1) of the first
32 two (2) workdays and the last workday for educators will be for educator preparation.
33
34 B. Any educator required to work in addition to the regular work year set forth in Section A above and in
35 excess of the educator work year shall be paid at a salary rate computed by dividing the individual's
36 regular annual salary excluding differential payment, in 2014-2015 by 187 days divided by six and one-
37 half (6.5) hours times the number of hours worked for educators covered by this contract and in 2015-
38 2016 by 183 days divided by seven and one-half (7.5) hours times the number of hours worked for
39 educators covered by this contract.
40
41 C. Educators shall be permitted to leave the building during any scheduled duty-free lunch period,
42 provided that they first sign out with the school office. Educators shall have similar rights under the
43 same conditions with respect to so-called planning periods but only in the event of emergency personal
44 business or necessary school related business.
45
46 D. The individual educator's classroom day will not be "staggered" (e.g. 8 a.m. to 12 a.m. and 3 p.m. to 5
47 p.m.) except when essential for curriculum scheduling.
48
49 E. In 2014-2015, the start of the workday for educators for the school year will be as follows:

- 1
- 2 1. Elementary - 8:35 AM
- 3
- 4 2. Middle School - 8:05 AM
- 5
- 6 3. High School - 7:40 AM
- 7
- 8 4. PATHS – 7:40 AM
- 9

10 In 2015-2016, educators will report to school 15 minutes before the start of the student day.

11

12 During 2014-2015, each school leadership team (consisting of school administrators and educators) will
13 develop a schedule (detailing the subject matter with connection to building/district goals), with input
14 from the school’s educators, for the use of an additional 180 minutes per week which will include, but
15 not be limited to, the following: student make-up assistance, monthly faculty meeting, curriculum
16 meetings, and professional development, including district directed professional learning and district
17 educator meetings. That schedule, along with a description of the collaborative processes used to
18 develop that schedule, will be submitted by each school leadership team to the Superintendent for
19 approval by April 1. The Superintendent may return the schedule to the school leadership team for
20 revision. The schedule will be implemented in the 2015-2016 school year.

21

22 The issue of scheduling the student day is understood by both parties to be a matter of educational
23 policy, subject to change at the discretion of the Board although subject to a meet and consult
24 requirement. Any district proposals for a differentiated calendar will be subject to a meet and consult
25 requirement. The Association reserves the right to bargain the impact of any change. This paragraph
26 does not constitute a contractual obligation on the part of the Board and shall not be subject to the
27 grievance procedure contained in this contract.

- 28
- 29 F. Whenever practicable, secondary school educators will have a lunch period free from supervisory
30 responsibilities. Elementary school educators will have a one-half (1/2) hour duty free lunch period
31 each day.
- 32
- 33 G. Conferences requested by parents will be scheduled at the professional discretion of the educator. If the
34 educator does not fulfill this responsibility, such conferences shall be arranged by the principal and the
35 principal shall inform the educator of the time of such conferences.
- 36
- 37 H. In the event the Board extends the length of the educators' total in-school workday at any school, the
38 Board agrees to negotiate with the Association concerning the effect of such extension on the wages,
39 hours, and working conditions of the educators at such school.
- 40

41

42 **ARTICLE 11: NON-EDUCATOR DUTIES**

43

- 44 A. During the term of this Agreement, educators shall not be required to perform the following duties:
- 45
- 46 1. Student banking
 - 47
 - 48 2. Charitable solicitations from students
 - 49

1 3. Charitable solicitations from certificated personnel

2
3 4. The collection of lunch money.

4
5 B. During the term of this Agreement, whenever feasible in the judgment of the Board, after consideration
6 of the availability of funds and of suitable replacement personnel, educators shall not be required to
7 perform the following duties:

8
9 1. Cafeteria duty

10
11 2. Bus loading and unloading

12
13 3. Supervision of playgrounds, except at recess

14
15 4. Duplicating and reproducing instructional material

16
17 5. Non-teaching supervisory responsibilities

18
19 6. Collecting money from students

20
21 7. Clerical functions

22
23 8. Custodial functions

24
25 C. Notwithstanding the provisions of Section A, Subsection 2, and Section A, Subsection 3, educators may
26 participate in solicitations for charitable drives consented to by both the Association and the Board as
27 they relate to educators only.

28
29 D. Activities which, in the judgment of the Board, have no educational objectives shall be barred from
30 classrooms.

31
32 **ARTICLE 12: SALARIES**

33
34 **PREAMBLE**

35
36 The PPS and PEA believe it is important to maintain a professional learning system which leads to
37 improvement in student learning and educator practice. The Professional Learning Based Salary System
38 (PLBSS) recognizes professional learning which promotes significant contributions to student learning
39 and educator practice, and is equally accessible to all members of the bargaining unit. The PLBSS
40 encourages educators to remain career-long learners in order to increase student learning, to enhance and
41 update educator skills, and to have educators be visible models as learners to their students. Therefore,
42 this system encourages salary contact hour proposals which may use evidence of educators' updated skills
43 and measures of student performance for documentation of successful proposals.

44
45 A. The salaries of all educators covered by this Agreement are set forth in Appendix A which is
46 attached hereto and made a part hereof.

47
48 B. In order to advance a step on the professional learning based salary scale, an educator must work
49 at least one (1) day more than the one half (1/2) of the annual educator work year. Part-time

1 educators' total work time must be equivalent to one half (1/2) of the full time educators' work
2 year. All paid time away from the job, e.g. paid sick leave, personal leave, sabbatical leave,
3 bereavement leave, shall be counted as workdays. All unpaid time away from the job, e.g. unpaid
4 sick and personal leave days used in excess of those granted by the Collective Bargaining
5 Agreement, shall not be counted as workdays. Payments in an unrelated job classification shall
6 not be counted as workdays. For part-time educators, only those days worked within one school
7 year will be counted in the calculation to determine step movement.
8

9 C. Advancing one salary lane on the Professional Learning Based Salary Scale

- 10 1. To advance one salary lane on the Professional Learning Based Salary Scale, educators
11 must accumulate 225 approved salary contact hours defined as follows:
- 12 a. University /College credits (one credit equals 15 SCH).
13 Continuing Education Units (CEU) (one unit equals 10 SCH).
14 PPS and PEA designed and approved contact hours.
15 Individual proposed and approved contact hours.
 - 16
 - 17 b. Eligible university/college credits and CEUs are those that are related to student
18 learning and educator practice.
 - 19
 - 20 c. See Appendix B for examples of the types of learning projects that could be
21 considered for salary contact hours.
 - 22
- 23 2. Educators may accrue salary contact hours from their date of hire forward, but are not
24 eligible to change lanes for a period of four years. Once a lane change has been made, a
25 minimum of four years must pass before the next lane change.
26
- 27 3. The maximum number of salary contact hours granted for any one proposal is 60, except
28 for National Board Teacher Certification (225), PPS and PEA designed and offered
29 courses of study, and college courses.
30
- 31 4. The following process applies to submission of salary contact hour proposals:
- 32
 - 33 a. Proposals to earn salary contact hours will be submitted to the Superintendent or
34 designee on the appropriate form.
 - 35 b. The Superintendent or designee will refer the proposal to the PLBSS Proposal
36 Review Team. The Team will be composed of 3 educator appointments made by
37 the President of the Association and 2 administrative appointments made by the
38 Superintendent. The PLBSS Proposal Review Team will review proposals for
39 rigor and applicability to student learning and educator practice. PRT decisions
40 require consensus and will be referred to the Superintendent or designee for
41 approval or denial.
 - 42 c. If a proposal is denied, the educator may revise the proposal and resubmit as a new
43 proposal or the educator may appeal the denial to the Proposal Appeal Panel. The
44 Panel will be composed of 3 educator appointments by the President of the
45 Association and 3 administrative appointments by the Superintendent, none of
46 whom are members of the PLBSS Proposal Review Team. The Proposal Appeal
47 Panel will review proposals and submit a recommendation for approval or denial to
48 the Superintendent or designee whose decision will be final and is not subject to
49 grievance or arbitration.

1 d. Lane changes may be made only on September 1st of each year. In order to change
2 lanes, the educator, in the year prior to the lane change, must submit proposals for
3 any salary contact hours to be used toward the lane change by October 1st and
4 document all hours to be used toward the lane change by January 10th. These
5 deadlines are established to align lane change determination with district budget
6 development.
7

8 5. Agreements between the PPS and the PEA have been and will continue to be made
9 regarding Salary Contact Hour proposals and Lane Changes (maximum number of hours
10 for certain types of proposals, repeat proposals, activities not eligible because they are
11 considered professional responsibility or paid work, etc.).
12

- 13 a. A list of these agreements is attached hereto in Appendix B and is also available in
14 the office of the Chief Academic Officer.
- 15 b. Any changes to these agreements will be made by the Living Contract Committee.
- 16 c. Any professional learning activity for which an educator would like to make a SCH
17 proposal, which activity begins on or before August 31, 2011, must be submitted as
18 a proposal on the PLBSS by September 15, 2011 or it will not be eligible for SCH.
- 19 d. Because of the unique needs of the PPS student population, the district
20 administration has an interest in directing some of the professional learning of
21 educators. Therefore, any educator requesting to make a Lane Change on
22 September 1, 2013 or thereafter must provide documentation of the successful
23 completion of one 3 credit university/college course OR one PPS and PEA course
24 designed by the District Professional Learning Committee (see Article 19) OR
25 other PPS approved trainings in ONE of the following areas of need: English as a
26 Second Language, poverty, adolescent literacy, early childhood education, special
27 education, race/bias/equity, or technology. The course must have been taken
28 within FIVE years of the lane change date. This course will not be eligible for
29 SCH unless it was proposed and submitted to the PLBSS according to the
30 guidelines.
31

32 D. Experience Credit for Teaching

33 Educators entering employment of the Board for the first time and educators returning to the
34 employment of the Board shall receive full experience credit for full-time teaching experiences up to
35 the maximum step of the Experience Based Salary Schedule before being placed on the appropriate
36 salary level on the Professional Learning Based Salary Schedule.
37

38 E. Experience Credit for Outside Teaching Service

- 39 1. An educator with immediately prior teaching experience in the Portland School System, upon
40 her/his immediate return to the system, shall receive one (1) full experience credit up to a
41 maximum of two (2) years for appropriate teaching service, in the Peace Corps, VISTA, or
42 National Educators Training Corps work and also for time spent on a Fulbright Scholarship and
43 two (2) full experience credits up to a maximum of four (4) years for time spent as a result of
44 being drafted under the Selective Service system, call up of reserves, or as a call of
45 enlistment in any of the Armed Services in time of national emergency. Previously
46 accumulated, unused sick leave days will be restored upon return to regular employment with
47 the Board.
48
49

- 1 2. To be eligible for benefits provided under this Section B, educators must indicate in writing to
2 the Superintendent their intention to apply for the Peace Corps, VISTA, National Educators
3 Training Corps, or Fulbright Scholarship no later than November 1, of the school year preceding
4 taking up such service and must make such application no later than February 1 and shall also
5 complete said school year and shall also notify the Office of the Superintendent prior to April 1
6 of the school year whether her/his application has been accepted and whether she/he will leave
7 at the end of the school year.
8
- 9 3. To be eligible for the benefits conferred by this Section B, a draftee or enlistee must give the
10 Office of the Superintendent prompt notice of all changes in her/his draft status and also prompt
11 notice of calls for physical examinations and of the time set for her/his induction and/or notice
12 of her/his intention to enlist as soon as she/he reaches such a decision.
13
- 14 4. The Superintendent may waive any of the aforementioned time limits.
15

16 F. Non-teaching Work Experience
17

- 18 1. The Superintendent may use work experience in conjunction with teaching experience in
19 establishing the appropriate step on the salary scale when such work experience is relevant to
20 the subject being taught and can contribute to career information to students provided said
21 experience is equitably applied.
22

23 G. Newly hired educators
24

- 25 1. The parties agree to maintain an Experienced Based Salary Schedule to be used as the basis for
26 determining entry-level salaries.
27
- 28 2. A two-step process will be used to place educators on the Professional Learning Based Salary
29 Schedule.
 - 30 a. Each educator will first be placed on the Experience Based Salary Schedule for that
31 contract year in accordance with the requirements in Paragraph B above. In order to
32 advance on the experience scale of the salary schedule, an educator must work at least
33 one (1) day more than one half (1/2) of the annual educator work year -- (part-time
34 employees' total work time must be equivalent to one half (1/2) of the full-time
35 educators' work year). All paid time away from the job, e.g. paid sick leave, personal
36 leave, sabbatical leave, funeral leave, shall be counted as workdays. All unpaid time
37 away from the job, e.g. unpaid personal and sick leave days used in excess of those
38 granted by the Collective Bargaining Agreement, shall not be counted as work days.
39 Payments in an unrelated job classification shall not be counted as workdays. For part-
40 time employees, only those days worked within one school year will be counted in the
41 calculation to determine step movement.
42
 - 43 b. Each educator will then be placed on the Professional Learning Salary Schedule on the
44 lane and step with the salary identical/or next highest to the salary he/she would have
45 made on the Experience Based Salary Schedule. If that salary lane would place an
46 educator at step 6 or lower, that is the step and salary. If that placement is above step 6,
47 the educator moves to the step with the next highest salary in the lane immediately to
48 the right.
49

- 1 c. Vocational Educator
- 2
- 3 i. The following requirements shall apply to those educators who are required to
- 4 hold a valid Vocational Certificate.
- 5
- 6 ii. Educators of Vocational-Technical courses shall have a minimum of three years
- 7 of occupational experience in the occupational area concerned.
- 8
- 9 iii. Vocational educators shall be placed on the Experience Based Scale for initial
- 10 salary determination based on the following:
- 11
- 12 ▪ Vocational Certification - paid on the Bachelors scale
- 13 ▪ Bachelors Degree - paid on the Masters scale
- 14 ▪ Masters Degree - paid on the Masters Intermediate scale
- 15
- 16 d. Placement on Masters Intermediate Scale for initial salary determination:
- 17
- 18 i. Placement on the Masters Intermediate scale shall be only through an approved
- 19 planned program;
- 20
- 21 ii. Leading to a doctoral degree with a minimum of thirty (30) hours completed;
- 22
- 23 iii. Certificate of Advanced Study or approved equivalent;
- 24
- 25 iv. Second masters degree which is in another discipline or which provides another
- 26 area of certification;
- 27
- 28 v. Special program of thirty (30) credit hours approved in advance, and at the sole
- 29 discretion of the Superintendent for courses taken after September 1, 1984,
- 30 provided that any such approval shall not be grievable.
- 31

32 H. The annual salaries of educators will be paid in twenty-six (26) installments, as follows: Beginning

33 with the second Friday in September each installment shall be one-twenty-sixth (1/26) of the annual

34 salary (minus deductions for absences and other authorized deductions). The twenty-six (26)

35 installments are due every other Friday or on other approximate dates approved by the Board. If a

36 payday falls on a legal holiday when the School District is closed, checks/direct deposit receipts will

37 be available the preceding workday. If a pay day falls on Friday during school vacation, checks/direct

38 deposit receipts will distributed to the respective schools on that day except during the summer

39 vacation period when the checks/direct deposit receipts will be mailed if the educator does not call at

40 the office for them. In a year where there is a three (3) week pay gap in August, the Board will meet

41 and consult with the Association regarding the payroll schedule.

42

43 I. Direct Deposit

44 All educators must enroll in direct deposit.

45

46 J. Differentials

47

48 1. Assignments:

49

1 Differential positions will be open and posted for applications each year, and will be filled by
2 annual one (1) year appointment. An educator's appointment or reappointment to a differential
3 position will require advanced approval of the Superintendent. The Superintendent may decide
4 not to appoint or reappoint an educator, and such decisions will not be arbitrable; provided,
5 however, that after reappointment for three (3) successive years to the same differential position
6 the Superintendent's decision not to reappoint to the same differential position for the next
7 successive year (and for successive years thereafter) will be arbitrable, and will stand unless the
8 non-reappointment is arbitrary and/or capricious. It is further agreed that an educator will not be
9 removed from a differential position during the one (1) year term of appointment or
10 reappointment . Every effort will be made to provide notification of his/her appointment by the
11 Superintendent at least thirty (30) calendar days but in no event not less than ten (10) calendar
12 days prior to the commencement of the activity. The provisions of this section apply only to
13 differential holders otherwise covered by this agreement.
14

15 2. Review

16
17 Differential positions listed in Appendix C shall be reviewed on an as-need basis by the
18 Differential Study Committee. All Elementary Coordinator positions will be defined annually
19 by the date the differentials are posted.
20

21 K. Educator Leadership Positions

22
23 As we continually strive to do our work differently for the complex teaching and learning needs of the
24 twenty first century, there is a compelling need for educator leadership to support and enhance this
25 work.
26

27 As a District, much work has gone into the notion of the shift in our culture with an eye towards
28 building and sustaining professional learning communities where structures are in place for all staff to
29 continually examine their practice. Educator leaders can be (and are) at the core of this work.
30

31 1. This provision defines two (2) categories of educator leadership work. These categories will
32 establish specific positions within the district, the pay for those positions, and allow for issues of
33 term of position and released time for the work to be considered in creating the positions.
34

35 The first category of educator leadership work will establish substantial district-wide, multi-
36 level, or building-based positions that will move forward programmatic work over yearlong or
37 multi-year periods.
38

39 These leaders are responsible for insuring that the work is completed. The compensation scales
40 are established with the understanding that this work will include hours beyond the defined
41 educator workday and year. These leadership roles will have a focus in supporting educators in
42 building their capacity to work effectively with students.
43

44 Appendix D is the salary scales and charts to provide for the compensation for these leadership
45 positions.
46

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

- 1
2 2. By the close of 2008-2009, the Living Contract Committee will create a process for reviewing
3 current and future position/opportunities.
4
5 3. Release time project work is included in the definition of Educator Leadership.
6

7 L. Special Summer and Vacation Wage Rates
8

- 9 1. Normal Teaching Duties:
10 a. Whenever Bargaining Unit Members perform normal Bargaining Unit duties beyond
11 the normal work year, and with the approval of the Superintendent, they shall be paid in
12 accordance with Article 10.
13
14 2. Workshops, Etc.
15 a. Whenever Bargaining Unit Members are required to participate in activities such as
16 summer and/or weekend workshops, or the activities listed in Article 22, they shall be
17 paid in accordance with Articles 10 and 22.
18
19 3. Miscellaneous Activities:
20
21 Whenever Bargaining Unit Members are invited but not required to participate in
22 activities not covered by either 1 or 2 above, or by the Collective Bargaining
23 Agreement, they shall be paid an hourly rate of \$29.00.
24
25 4. During the summers, the Board may employ educators for the purpose of assisting with
26 educator, substitute and/or planning aide hiring procedures, curriculum development, and
27 school improvement/decision making activities. These positions shall be posted pursuant to
28 Article 14.
29

30 **ARTICLE 13: EDUCATOR ASSIGNMENTS AND TRAVEL EXPENSE**
31

- 32 A. Every effort will be made to notify educators by June 1 of their building assignments for the next school
33 year and every effort will be made to notify educators of their schedules not later than six (6) weeks
34 before school reopens.
35
36 B. In order to assure that pupils are taught by educators working within their areas of competence,
37 educators shall not be required to teach outside the scope of their teaching certificates and/or their major
38 or minor fields of study unless exceptions to the foregoing are determined vital or necessary to the
39 school system.
40
41 C. Schedules of educators who are assigned to more than one school shall be arranged so that no such
42 educator shall be required to engage in an unreasonable amount of inter-school travel.
43
44 D. Educators who are authorized and required by the Office of the Superintendent to travel shall be
45 reimbursed for all necessary travel in their personal automobiles at the IRS rate effective as of July 1st
46 immediately preceding the school year in question.
47
48 E. In addition to the travel reimbursement set forth in Section D above, in the event an educator is required
49 to transport students in his or her personal automobile and an increase in the educator's personal

1 automobile insurance premiums results, the Board will reimburse the educator up to two hundred
2 dollars (\$200.00) per year for said coverage.

3
4 **ARTICLE 14: JOB VACANCIES**

- 5
6 A. The Board agrees that notices of vacancies shall be posted on the district's website at least ten (10)
7 calendar days before the application deadline.
8
9 B. Within fifteen (15) days after filling the vacancy, the Superintendent shall give written notice thereof to
10 all educators who shall have made written application for said position. Within five (5) days after
11 receipt of such notice, an educator who was not selected to fill said vacancy may request a conference
12 with the Hiring Administrator to discuss with her/him the reasons for her/his decision. Such
13 conferences shall be scheduled as soon as practicable.
14
15 C. In the filling of vacancies as set forth above, any educator presently employed by the Board, who
16 applies for a position and meets the stated qualifications for the position, shall be scheduled for an
17 interview. If the foregoing procedures have been followed, the Superintendent's decision as to who shall
18 fill a vacancy shall be final.
19
20 D. The Board agrees to give notice of acting positions as follows:
21
22 1. Summer Appointments: Any educator who wishes to be notified of an acting position vacancy
23 that may occur during the summer shall notify the Superintendent in writing prior to June 1 of
24 each year, indicating the position of interest and the educator's summer address. Each such
25 educator shall receive a written notice of any indicated acting position vacancy, postmarked at
26 least ten (10) calendar days before the date of appointment for vacancies occurring prior to
27 August 1, and five (5) calendar days for vacancies occurring after August 1.
28
29 2. School Year Appointments: Only acting position vacancies that (1) occur during the first
30 semester of the school year and (2) are expected to extend for at least the balance of the school
31 year shall be posted in each school. Such postings shall be for at least five (5) calendar days
32 prior to the date of appointment.
33

34 The provisions of this Section D shall not be construed so as to limit the scope of the Superintendent's
35 discretion as to who shall be appointed to an acting position, and any decision thereon shall be final.
36

37 **ARTICLE 15: TRANSFERS AND INVOLUNTARY REASSIGNMENTS**

38
39 In light of the Association's and the Board's intent to work together to advance student achievement and
40 promote a collaborative organizational structure, it is recognized that when it may be necessary to
41 reallocate personnel due to program changes or building openings/closures, the Association and Board will
42 work together under the provisions of Article 28, The Living Contract Committee. Any educator interested
43 in being considered for a transfer may notify the district of that interest.
44

- 45 A. Prior to the notice of a reassignment not requested by an educator which is outside the educator's impact
46 area and/or to another school, the immediate supervisor and the appropriate Central Office
47 administrator shall meet with the educator to discuss the possibility of an involuntary reassignment. The
48 educator may at his/her discretion have an Association representative present at any such meeting. The
49 notice of a reassignment not requested by the educator shall be forwarded to the educator as soon as

1 practicable (normally, except in cases of extreme emergency at least thirty (30) days before the date of
2 such reassignment) by the Superintendent and/or the immediate supervisor under whom the educator
3 was assigned prior to the new assignment. The reasons for reassignment will be put in writing and will
4 specify the reasons for selection of the affected educator. The President of the Association will also
5 receive a copy of the reasons for reassignment.
6

7 B. Within ten (10) days after receipt of such notification, the educator may request in writing a meeting
8 with the Superintendent to discuss reasons for the new assignment. A representative of the Association
9 shall attend such meeting. Such meeting shall be held within ten (10) days of receipt of the written
10 request.
11

12 C. If the foregoing procedures have been followed, the decision of the Superintendent as to whether the
13 educator shall be reassigned shall be final.
14

15 D. It is understood that the needs of the system may require reassignments of educators between schools
16 and grade levels from time to time, and that no school or grade level shall be considered to be
17 preferable to another.
18

19 E. The issue of educator assignments is understood by both parties to be a matter of educational policy,
20 subject to change at the discretion of the Board although subject to a meet and consult requirement.
21 The Association reserves the right to bargain the impact of any change. This Article does not constitute
22 a contractual obligation on the part of the Board and shall not be subject to the grievance procedure
23 contained in this contract.
24

25 **ARTICLE 16: EDUCATOR PERSONNEL RECORDS**

26
27 A. Educators shall have the right under reasonable conditions established by the Superintendent to
28 examine their individual Central Office personnel file or any personnel file which may be established
29 by the immediate supervisor containing materials such as a letter of reprimand. No material added after
30 original employment shall be placed in an educator's personnel file unless the educator has had an
31 opportunity to review the material. The educator may submit a statement regarding any material which
32 shall be added thereto. Material relating to Association activities shall not be included in the personnel
33 file. Derogatory materials and derogatory evaluations more than five (5) years old shall be removed
34 from the files upon the educator's request provided that derogatory material of a criminal nature or
35 materials that would relate to the endangerment of others shall not be removed.
36

37 B. Complaints made against an educator by parents, students, or others if used in the educator's evaluation,
38 shall be reduced to writing, and promptly called to the attention of the educator. In the event further
39 disciplinary action is taken, the source or sources of the complaints shall be identified.
40

41 C. No new reports relating to teaching performance shall be placed in the educator's file after her/his
42 severance from the school system. This shall not apply to letters of recommendation.
43

44 D. It is understood that observations and evaluation reports are professional appraisals of a educator's
45 professional performance by the evaluator and not subject to the grievance procedure unless such
46 reports are used to discipline, dismiss or non-renew the educator's contract.
47

48 E. A violation of any procedure set forth in this Article shall not extend the contract or employment of any
49 probationary educator.

1
2 **ARTICLE 17: EDUCATOR FACILITIES**
3

- 4 A. Currently existing faculty lounges shall be maintained. Faculty members shall exercise reasonable care
5 in maintaining the appearance and cleanliness of the lounges; however, they shall be regularly cleaned
6 by the school custodial staff.
7
8 B. The Board will establish as an ongoing goal to provide a computer in every classroom for educator use.
9
10 C. The Board will provide a reasonable supply of books, paper, pencils, pens, chalk, markers and other
11 such materials typically used in instruction.
12

13 **ARTICLE 18: LIAISON BETWEEN ASSOCIATION AND PRINCIPALS**
14

- 15 A. The Association members in each building shall select a School Liaison Committee comprised of PEA
16 members for the purpose of meeting with the Principal to review and discuss problems, policies,
17 practices and procedures in the particular school and to make every attempt to solve identified
18 problems. The School Liaison Committee shall be formed and submit membership and meeting
19 schedule to the Superintendent by October 1 of each year. The Portland Public Schools and Association
20 are committed to the successful and effective functioning of this committee. The Association shall
21 submit agenda items at least five (5) working days prior to the meeting unless the submission deadline
22 is changed by mutual agreement with the building principal. A copy of the agenda shall be forwarded to
23 the Superintendent, and the President of the Association. Any minutes of the meeting shall be
24 forwarded to the Superintendent, and the President of the Association.
25

26 **ARTICLE 19: PROFESSIONAL COLLABORATION**
27

- 28 A. Educator Voice. Educators and Administrators will work together in the spirit of collaboration to
29 create and maintain a culture that models ongoing communication in order to improve student
30 learning as well as to promote ongoing professional inquiry into educator practice. Constructive
31 supervision, coaching, feedback loops, open dialogues, and honesty in a supportive work
32 environment will give evidence of and advance collaboration. Educators should be involved
33 collaboratively with administrators to clarify decision-making at the building and district level.
34

35 Educators will participate in the collaborative process of developing and implementing the
36 curriculum framework used in the Portland Public Schools which will align with Maine's
37 Common Core State Standards and the mission vision and beliefs of the Portland Public Schools.
38 Any district-wide committee established under this article shall have two members appointed by
39 the PEA.
40

41 Educators will participate in the collaborative process of interviewing candidates for
42 administrative and educator vacancies. The Association shall appoint two educators to serve on
43 interview committees for administrative vacancies. Immediate supervisors will provide an
44 opportunity for educators, preferably from the grade level or impact area, to serve on interview
45 committees for educator vacancies. In addition, the Association shall appoint two educators to
46 serve on interview committees for educator vacancies.
47

- 48 B. Culture and Climate. Because the Board and the Association believe that a collaborative culture
49 and climate in the district and in the schools create the conditions necessary to improve student

1 learning, a PPS and PEA designed culture and climate survey will be distributed to educators once
2 per year to inform this ongoing conversation. The results of the survey will be shared with
3 educators in a timely manner in order to develop and implement district and building plans to
4 improve collaboration at both levels. The issues in this section are understood by both parties to be
5 matters of educational policy subject to change at the discretion of the Board and are not subject to
6 the grievance procedure, but are subject to a meet and consult requirement.
7

- 8 C. Professional Learning. The Board and the Association are committed to ongoing professional
9 learning, which shall align with Maine's Common Core State Standards and the mission vision
10 and beliefs of the Portland Public Schools. The Professional Learning Committee shall have a
11 broad representation of educators to design professional learning offerings that will improve
12 student learning and educator practice. The Committee will be composed of educator
13 appointments by the President of the PEA and administrative appointments by the Superintendent.
14 The Chief Academic Officer and President of PEA, or their designees, will co-chair the
15 committee.
16

17 **ARTICLE 20: SICK LEAVE**

18

- 19 A. Under this contract, educators are granted fifteen (15) sick days per school year, at the end of the
20 school year unused sick leave for that year will be added to the total number of accumulated sick
21 leave to a maximum of one hundred eighty-seven (187) days in 2014-2015 and one hundred eighty-
22 three (183) days in 2015-2016. Educators shall be notified of the total number of unused sick leave
23 days with their biweekly paycheck at the beginning of each school year.
24
- 25 B. In the event an educator retires with ten (10) or more years of service in the Portland School System,
26 and is immediately eligible for retirement benefits pursuant to the Maine Public Employees Retirement
27 System, the educator's accumulated, unused sick leave, up to a maximum of one hundred days (100),
28 shall be paid to the educator at the per diem rate for each day of such sick leave provided that for each
29 day's per diem the educator has at least two (2) days unused sick leave. Such payment shall not exceed
30 fifty (50) days. For retirement dates effective on August 1, 2016 or later, an educator must have fifteen
31 (15) years of PPS service and such payment shall not exceed forty-five (45) days. No benefits shall be
32 payable under this Section to an educator who retires after, or as a result of, episodes or incidents
33 involving unprofessional or dishonorable conduct on her/his part, or at the time when dismissal
34 charges against her/him are pending or indicated. The application of this clause is subject to the
35 grievance and arbitration procedure.
36
- 37 C. In the event that an educator, while employed by the Board, dies during the term of this agreement, a
38 sum equal to that which would have been paid had the educator been eligible for retirement pursuant to
39 Section B above, shall be paid to the educator's surviving spouse, if any, or to the beneficiary
40 designated by the educator for Maine Public Employees Retirement System purposes or, if none, to the
41 educator's estate.
42
- 43 D. Any educator who is unable to work because of illness or injury and who has no accumulated sick leave
44 shall lose per diem pay for each day of absence. Per diem pay for any educator covered by this
45 Agreement shall be ascertained by dividing her/his annual salary by the work year as defined in Article
46 10, Section A.
47
- 48 E. In the event an educator is absent for illness or injury and irrespective of whether such absence is
49 charged to any accumulated sick leave, if the Superintendent suspects that the educator may not be

1 physically or psychologically able to resume teaching duties, the Superintendent may require the
2 educator to provide her/him with a physician's certificate verifying that the educator is capable of
3 resuming employment.
4

5 F. The Superintendent, may, if he/she believes that there may have been an abuse of sick leave,
6 irrespective of whether accumulated sick leave days are involved, require an examination by a
7 physician selected by the Superintendent for future illnesses.
8

9 1. In any instance where there is disagreement between the educator's own physician and the
10 physician selected by the Superintendent in Section F, arrangements for a third medical opinion
11 shall be made as soon as scheduling allows. The third opinion shall be given by a physician
12 chosen by the educator from a list of five (5) physicians chosen by the Superintendent. The
13 determination of the third opinion shall be binding on the parties with respect to the educator's
14 eligibility for sick leave. The Board shall not require any educator to take a psychological or
15 medical examination, unless based upon the educator's performance; there is sufficient cause to
16 believe a psychological/medical problem exists. The educator shall be notified in writing of the
17 sufficient cause which warrants a psychological/medical examination.
18

19 2. In such cases, the educator shall select the physician in accordance with in with the above and
20 the Board shall pay expenses for the examination and all other related expenses.
21

22 3. The only reports to the Portland Public Schools from the physician will relate to whether the
23 educator is fit for service relating to the specifically stated concern or whether the School
24 Department must make accommodations for reasons of disability, work environment or
25 working conditions.
26

27 4. The examinations referred to in Subsections 1, 2 and 3 above shall to the extent not reimbursed
28 by insurance be at the expense of the Board.
29

30 5. Failure to provide a physician's certificate upon request covering sick leave days in question
31 will result in the loss of per diem pay for those days.
32

33 G. A reasonable effort will be made to obtain a substitute educator for an educator who is absent on
34 account of illness, provided the educator to be absent gives sufficient advance notice to her/his
35 principal. The use of regular educators as substitutes shall be avoided, except as a last resort in an
36 unforeseen or unplanned circumstance.
37

38 H. Substitutes shall be obtained for any elementary art, music, or physical education educator who is
39 absent.
40

41 I. An educator may use up to fifteen (15) days of accumulated sick leave per year to care for a member of
42 the educator's immediate family whose illness requires the presence of the educator. Immediate family
43 is defined to include parents, parents-in-law, husband, wife, domestic partner, child, brother, or sister, or
44 any relative residing within the household. Step relationships are included in the definition of family.
45

46 J. The Association and the Board believe in the importance of the health and wellness of educators. The
47 Association and the Board agree to the following:
48

49 1. An educator from each grade level and a school nurse shall be appointed by the Association to

1 serve on any district Health and Safety Committee. Educator members shall be compensated
2 according to Article 12 – Section L, subsection 3 for all work performed and approved beyond
3 the normal educator workday.
4

5 2. The Health and Safety Committee shall assess the needs of the District regarding health risks of
6 educators and recommend a wellness program to address those needs and promote positive
7 health practices among educators.
8

9 3. Up to four (4) educators shall be included in any team attending the Maine Department of
10 Education's annual Wellness Conference.
11

12 K. A Sick Bank is hereby established whereby a member of the Bargaining Unit faced with personal or
13 immediate family illness or accident may borrow sick days not accumulated. The Sick Bank Program is
14 to be administered by a committee equally represented by the Association and the Portland Public
15 Schools. The fifteen (15) day limit in Section I of this Article does not apply to Section K. See
16 Appendices J and K for Sick Bank forms.
17

18 **ARTICLE 21: TEMPORARY LEAVE OF ABSENCE**
19

20 A. Recognizing that personal or family matters may justify absence from school from time to time without
21 the necessity for disclosure of the reason, each educator shall be entitled to use three (3) days of
22 accumulated sick leave for personal leave at the educator's discretion. Provided, however, that
23

24 1. Such leaves are not intended to create paid vacation days.
25

26 2. The matter requiring the leave cannot be handled outside of work time.
27

28 3. It is agreed by the parties that pre-planned travel on days before or after a holiday or vacation
29 clearly is not a legitimate use of a personal day, but that required changes in travel plans due to
30 causes completely beyond the educator's control (such as cancellation of a return airplane flight,
31 etc.) will be considered a legitimate use of a personal day.
32

33 4. In the event that an educator desires to use any personal leave on a day before or after a holiday
34 or vacation, the educator shall provide the immediate supervisor with a written explanation of
35 the reason requiring the request at least seven (7) days in advance of the day requested or, if this
36 is not possible, as soon thereafter as is possible. Any educator denied leave under this article
37 may request a review by the Superintendent.
38

39 5. No application for the use of a personal leave day may be submitted more than thirty (30)
40 calendar days in advance of the day required except in cases of emergency, in which case the
41 educator shall, with the application, provide the office of the immediate supervisor with a
42 written explanation of the emergency requiring the request. All requests for personal leave shall
43 be responded to within seven (7) days after their receipt.
44

45 6. Not more than four percent (4%) of the educators or one (1) educator in any one (1) building,
46 whichever is greater, may elect personal leave under this section at the same time. This
47 limitation does not include persons on sick or temporary leave under other sections of this
48 article, and may be lifted in case of emergency or unusual circumstances at the discretion of the
49 principal.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

B. Educators shall be granted time off with pay for the purpose of visiting other schools or attending meetings or conferences of an educational nature provided: (1) the Superintendent determines that the funds are readily available for the hiring of a substitute educator; and (2) the Superintendent determines that such visit or meeting or conference would be worthwhile for the particular educator; and (3) the educator granted such permission furnishes the Office of the Superintendent with a written report of such school visit, meeting or conference; and (4) under no circumstances shall the educator be entitled to receive more than her/his regular per diem pay; and (5) the educator shall be required to credit against her/his regular per diem pay all sums received by her/him from other sources for attendance at or participation in such functions.

C. In order to promote a healthy workforce and control substitute educator costs by reducing the number of sick days used, the following incentive program is established.

- 1. Educators who limit usage of sick days may convert personal leave days as defined in this Article, to discretionary leave days.
 - a. A discretionary leave day is identical to a personal leave day, but is not subject to Section A, Subsections 1, 2, 3, 4 and 5.
 - b. An educator who uses zero-two (0-2) sick days, defined as sick or family illness, in a school year may convert his/her three (3) personal days to discretionary leave during the following year.
 - c. An educator who uses three (3) sick day may convert two (2) of his/her three (3) personal days.
 - d. An educator who uses four (4) sick days may convert one (1) of his/her three (3) personal days.

D. Bereavement. In case of the death of a husband, wife, domestic partner, or child of any educator, such educator shall be excused, without loss of pay, for an absence not to exceed ten (10) days either immediately following the death or at such other time during the course of that school year as may be necessary to handle estate related matters. In the case of the death of parents, grandparents, parents-in-law, grandchildren, brother, sister, or any relative residing in the household, such educator shall be excused without loss of pay for an absence not to exceed five (5) days. In the case of death of nieces, nephews, aunts, uncles, cousins, sisters-in-law or brothers-in-law, such educator shall be excused without loss of pay, for a period not to exceed three (3) days. Step relationships are included in the definition of family. Such a three (3) day leave shall apply in situations where a unique relationship exists between an employee and some other person over a period of time and which evinces a state of responsibility or closeness.

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

E. Time off with pay shall be granted to any educator when necessary for appearance in any legal proceeding arising out of the educator's employment provided said proceeding does not involve unprofessional or dishonorable conduct of the educator, dismissal of the educator, or involve any breach of this Agreement by either the educator or the Association.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

- F. The Board shall make up the difference in pay, if any, lost by any educator as a result of being called for jury duty.
- G. Military Leave. Educators who are members of the National Guard or other authorized state military or naval forces, and those educators who are members of the Army, Air Force, Marine, Coast Guard or Naval Reserve shall be entitled to leave of absence from their respective duties, without net loss of income during periods of annual training not to exceed seventeen (17) calendar days in any calendar year specified under the National Defense Act or Armed Forces Reserve Act of 1952, provided that such educators shall have made every reasonable effort to perform such annual training during the period when school is not in session.
- H. Leaves of absence with or without pay may be granted by the Board to any educator for any other reasons which in the sole judgment of the Board are profitable to the Portland School System or essential to the well-being of the educator.
- I. A reasonable effort will be made to obtain a substitute educator for an educator who is absent on personal leave under this Article, provided the educator who is absent gives sufficient advance notice to her/his principal. The use of regular educators as substitutes shall be avoided, except as a last resort in an unforeseen or unplanned circumstance.
- J. Each educator requesting leave under this Article shall so inform her/his principal or other supervisor and shall make application on the appropriate form to the Office of the Superintendent as soon as the educator knows of the date or dates she/he will require such leave. Application shall be made at least seven (7) calendar days prior to leave, except in cases of emergency.
- K. Leave allowable under this Article shall not be accumulated beyond each school year.
- L. Family Educational Leave
 - 1. Each educator shall be granted one (1) day per year for a family educational event.
- M. Graduation Leave
 - 1. Any educator who graduates or whose spouse, son, or daughter is graduating from a twelfth grade level or higher will be eligible for up to one (1) day's graduation leave with pay. To be eligible, leave must be requested and approved in advance. Additional days may be requested. If approved, these days will be unpaid.

ARTICLE 22: PROFESSIONAL LEARNING and EDUCATIONAL IMPROVEMENT/LICENSURE

- A. The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, and conferences, which an educator, after consultation with the Superintendent, is required to take or attend by the Superintendent by a notice in writing.
- B. An educator shall be compensated for all time spent in actual attendance at such required college courses, if full day, at her/his per diem rate of pay, and if part day on days when her/his school is not in session at her/his pro-rated per diem rate of pay.

1 C. Any certified continuing contract educator who successfully, with a grade of B or better, completes,
2 within any one (1) year period, up to one (1) course to a maximum of four (4) credit hours of additional
3 professional work in courses expressly approved in advance by the Superintendent, be reimbursed for
4 the cost of tuition and fees up to, but no more than, the University of Southern Maine graduate tuition
5 rate for such a course (see Appendix H for Course Approval Form). Upon reaching lane 5, a member's
6 course reimbursement eligibility becomes two (2) courses, for a maximum of eight (8) credits or
7 equivalent within any one (1) year period following the above criteria. Payment will be made directly to
8 the educator upon written agreement with the educator and presentation of the bill for the course.
9 Exceptions to this Article can be made at the discretion of the Superintendent. Any certified
10 probationary educator may be reimbursed for one three credit course in one of the areas of identified
11 district need set forth in Article 12(C)(5)(d) according to the above requirements.

12
13 D. Licensure Cost: The Portland Public Schools will pay the costs of continuing education units and any
14 licenses required by the Board, which exceed the licenses required by Maine State Law.

15
16 E. The Board and the Association recognize the value of attaining National Board Teacher Certification in
17 increasing student achievement. Therefore, any certified continuing contract educator who pursues
18 National Board Teacher Certification will have the entire NBTC fee paid in lieu of course
19 reimbursement. As requested, educators will be eligible for advance payment of this fee. If the educator
20 drops the certification program after the NBTC refund deadline, the educator will reimburse PPS for all
21 costs it paid. In extenuating circumstances, reimbursement by the educator may be waived at the
22 discretion of the Superintendent. The district will pay for any certification areas that have to be retaken
23 in lieu of course reimbursement. The district has the right to require candidates to apply for available
24 subsidies. Up to four paid professional leave days will be granted for the portfolio preparation that is
25 required to complete the certification program. Educators who are granted NBTC will be granted 225
26 salary contact hours toward a lane change in accordance with Article 12. The district will pay the Take
27 One program fee for any certified continuing contract educator in lieu of course reimbursement. In
28 2015-2016, the district will support a cohort of 5 educators each of whom will be provided with a paid
29 NBTC mentor. NBTC educators will receive an annual certification stipend of \$2,000 for the duration
30 of the 10 year certification. Any state or federal funds made available to NBTC educators either
31 directly or through the district will offset these stipends. The district will pay the renewal fees for
32 continuing contract educators in lieu of course reimbursement. Educators receiving payment for NBTC
33 exam or renewal application fees are expected to continue employment with the district for the
34 following year or will be required to reimburse the district for those fees.

35
36 The district will pay the exam fee and the renewal fee for any continuing contract educator specialist
37 who pursues/maintains a national board specialist certification that is above and beyond the certification
38 exam(s) required for their area of practice or required for employment in lieu of course reimbursement.

39
40
41 **ARTICLE 23: PROTECTION OF EDUCATORS, STUDENTS AND PROPERTY**

42
43 A. The Association Building Representative shall report in writing to the Office of the appropriate
44 Principal with a copy to the President of the PEA and the Director of Human Resources any working
45 conditions in any school building considered unsafe or hazardous. The Principal or her/his designated
46 representative will investigate said report and the Principal shall furnish within ten (10) days a written
47 report to the PEA President, Association Representative, and the Office of Human Resources
48 describing the results of the investigation, and of any action taken or proposed to correct the condition.

49

- 1 B. The Portland Education Association and the Board are committed to the health and safety of all
2 employees. Unsafe conditions and acts must be treated seriously and resolved with a sense of urgency.
3 In order to address broad issues of concern regarding health and safety, the Superintendent will meet
4 and consult with the Association and other groups at his/her discretion as necessary, but at least
5 annually, to review relevant policies and procedures regarding health, safety, vandalism, and student
6 discipline. Educators shall immediately report on the safety report form to the appropriate Principal and
7 the Principal shall immediately report to the supervising Central Office administrator any instances of
8 threat, assault or injury suffered by the educator or caused by the educator in the course of his/her
9 employment. Within twenty-four (24) hours the Principal will notify the educator of actions taken and
10 planning for next steps. Educators will be notified of final resolution.
11
- 12 C. If either civil or criminal litigation is indicated or threatened against any educator for actions arising out
13 of and during the course of her/his employment, the educator shall immediately notify the
14 Superintendent, who shall, if she/he believes the educator has acted in a proper professional manner,
15 comply with any reasonable request from the educator for information in her/his possession which
16 relates to the incident.
17
- 18 D. Employees who are eligible for worker's compensation for service-connected injury may elect to take
19 accumulated sick leave in addition to compensation to the extent that it provides full regular pay, and to
20 the extent of the accumulated sick leave credit. Full regular pay means the employee's normal take-
21 home pay after deduction of federal and state income tax withholding.
22
- 23 E. When in the judgment of the Superintendent, a educator's prudent discharge of her/his responsibilities
24 results in personal injury and disability as a result of an assault, no deduction shall be made from
25 accumulated sick leave during the period of disability occurring within the first sixty (60) days
26 following such assault, unless the educator, under extenuating circumstances, incurs periods of
27 disability subsequent to the first 60 days. Under no circumstance shall the educator receive more than
28 sixty (60) days. Payments payable to the educator under the Worker's Compensation Act shall be
29 deducted from amounts payable to the educator hereunder.
30

ARTICLE 24: ASSOCIATION DUES AND OTHER DEDUCTIONS FROM SALARY

- 31
- 32
- 33 A. The Board agrees to deduct from educators' salary dues in specified amounts for local, state, and/or
34 national professional associations when requested in writing by the educators. Said dues shall be
35 remitted to the Portland Education Association at reasonable intervals, all subject to the following:
36
- 37 1. No change in the specified rate of such dues deductions shall be made after August 30, of any
38 school year.
 - 39 2. The total of such dues for the school year shall be deducted in equal amounts from twenty (20)
40 paychecks of the educator, commencing with the first paycheck in November of any school
41 year.
42
 - 43 3. No deductions need be made by the Board if they are at any time beyond the normal capacity of
44 automatic data processing equipment of the Portland Public Schools to handle in the same
45 manner as other payroll deductions, and no more than 10 separate rates shall be used for dues
46 deduction purposes.
47
 - 48 4. Dues deductions shall continue automatically from year to year unless cancelled in writing by
49

1 the educator during the first two (2) weeks in August preceding the school year in which the
2 cancellation becomes effective.

3
4 5. The Association shall indemnify and save the Board harmless against all claims and suits,
5 which may arise by reason of making any such deductions, the cancellation of the same, and
6 remitting the same to apparently authorized officials of the Maine Education Association. The
7 Portland Education Association shall be accountable to the Maine Education Association for the
8 allocation and payment of each educator's dues to the respective professional associations, as
9 authorized on the respective dues deduction forms.

10
11 B. Educators may, in writing, authorize such additional deductions for local United Fund Campaigns,
12 Maineshare, and such other purposes as are approved by both the Board and the Association, again
13 subject to the normal capacity of automatic data processing equipment of the Portland Public Schools to
14 handle the same, and subject to such reasonable regulations as the Board and/or the Superintendent may
15 prescribe. If practicable, and subject to the normal capacity of automatic data processing equipment of
16 the Portland Public Schools to handle the same, and subject to such reasonable regulations as the Board
17 and/or the Superintendent may prescribe, educators may, in writing, authorize additional deductions for
18 tax-sheltered annuities (e.g. 403b retirement investment plans). The Superintendent will meet and
19 consult with the Association regarding the schedule of tax sheltered annuity remittances.
20

21 **ARTICLE 25: EXTENDED LEAVE OF ABSENCE**

22
23 A. Leave of absence without pay for a maximum of two (2) years may be granted to any educator who
24 joins the Peace Corps, VISTA, National Educators Corps or who serves as an exchange educator or
25 overseas educator or who accepts and participates in a Fulbright Scholarship, or who serves as an
26 elected officer of the National Education Association or the Maine Education Association. Leaves
27 granted under this Section shall count as time in service up to a maximum of two (2) years for purposes
28 of applications for sabbatical leave.

29
30 B. A leave of absence without pay shall be granted to any educator for military service if said educator
31 meets the criteria set forth in Article 12, Section E, Subsection 3, entitled Educator Employment and
32 Experience Credits.

33
34 C. All or any portion of a leave taken by an educator because of medical disability connected with or
35 resulting from her pregnancy may, at the educator's option, be charged to her available sick leave. A
36 leave of absence without pay shall be granted to an educator for the purpose of childbearing and/or
37 childrearing as follows:

38
39 1. An educator who is pregnant shall be entitled, upon request, to a leave to begin at any time
40 during her pregnancy and to last up to one (1) year after a child is born. Should that year's leave
41 end in mid-semester, the leave shall run until the end of that semester. Said educator shall notify
42 the Superintendent in writing of her desire to take such leave, and if she plans to take
43 childrearing leave after the birth of the child, shall notify her/him of the date she will return to
44 work if she is able. Except in case of emergency, the educator shall give such notice at least
45 thirty (30) days prior to the date on which her leave is to begin. She shall include with such
46 notice a physician's statement certifying her pregnancy. An educator who is pregnant may
47 continue in active employment as late into her pregnancy as she desires provided she is able to
48 perform properly her required functions. Notwithstanding the above, the affected educator and
49 his/her immediate supervisor may mutually agree to modify the above time requirements.

1 Absent mutual agreement, the educator may appeal to the Superintendent for a waiver of the
2 above time requirements. The decision of the Superintendent shall be final.

3
4 2. Any male educator upon request shall be entitled to a childrearing leave in accordance with the
5 provisions of Section C, Subsection 1. Sick Leave provisions shall not apply.

6
7 3. Any educator who is the primary caregiver may use up to twenty (20) days of accumulated sick
8 leave for the purpose of adoption.

9
10 4. Any educator adopting a child may receive similar leave as in Subsection 1 above which shall
11 commence two (2) weeks prior to receiving de facto custody of said child.

12
13 5. Educators shall be granted five (5) days leave to be deducted from sick leave upon the
14 birth/adoption of a child to the educator's spouse, or the educator's partner to be used within the
15 first month of the birth/adoption.

16
17 6. An educator on childrearing leave may have the educator's name placed on a list to serve as a
18 substitute in the Portland School System in the area of her/his certification or competence at the
19 then prevailing rate of pay for substitute educators.

20
21 D. A leave of absence without pay for a maximum period of one (1) year may, in the sole discretion of the
22 Board, be granted an educator for the purpose of caring for a sick member of her/his immediate family,
23 provided she/he gives the Board as much advance notice as practicable, but in no event less than thirty
24 (30) days, except in cases of emergency involving critical illnesses. Insurance benefits will be continued
25 for the educator at her/his own expense if she/he so requests and if she/he meets eligibility
26 requirements.

27
28 E. The Board shall grant any regularly employed certified educator a leave of absence without pay and
29 without forfeiture of continuing contract status and other accumulated benefits to fulfill the duties of a
30 State Legislator provided written notice of intent to become a candidate for the Legislature is given to
31 the Superintendent at the time educator contracts are issued.

32
33 F. All requests for leaves, extensions and renewals thereof shall be applied for in writing to the Office of
34 the Superintendent and shall be answered in writing.

35
36 1. In order for educators to be eligible for benefits provided under Section A above, they (a) must
37 indicate in writing to the Superintendent their intention to apply for the Peace Corps, VISTA,
38 National Educators Training Corps or a Fulbright Scholarship, whichever is applicable, no later
39 than November 1 of the school year preceding taking up such service and (b) shall complete said
40 school year and (c) shall also notify in writing the Office of the Superintendent prior to April 1
41 of the school year whether her/his application has been accepted and whether she/he will leave
42 at the end of the school year.

43
44 2. No person shall be eligible for a return to the Portland School System following leave granted
45 for any reason under this Article unless she/he gives the Superintendent notice by January 1
46 preceding the ensuing school year that she/he will return to the system for the ensuing school
47 year, (unless waived by the Superintendent).

- 1 3. Upon return to the system, an educator granted a leave of absence will be returned whenever
2 practicable, to her/his former employment position or classification.
3

4 **ARTICLE 26: SABBATICAL LEAVE**
5

- 6 A. Sabbatical leave may be granted to an educator for study related to her/his teaching field, or for travel,
7 related to her/his teaching field, or for other reasons of value to the school system, all subject to the
8 approval of the Board and all subject to the following conditions:
9

- 10 1. Sabbatical leave shall be granted to a maximum of two percent (2%) of educators at any one
11 time.
12
- 13 2. Notice of intent to apply for sabbatical leave must be received by the Office of the
14 Superintendent in writing no later than December 15th of the school year preceding the year of
15 such leave. The educator must make application no later than February 1 and shall also complete
16 said school year. Action shall be taken by the Board on all such requests no later than April 1 of
17 the school year preceding the school year for which the sabbatical leave is requested. The
18 appropriate Central Office Director shall meet with the sabbatical leave applicant prior to
19 making recommendation to the Board for approval. The purpose of this meeting is to review the
20 application prior to the submission of said application to the Board. See Appendix L for
21 Sabbatical application, process, rubric and agreement.
22
- 23 3. Within ten (10) days from the Board's decision, written notification shall be sent to the
24 applicant. Reasons shall be provided to the applicant in writing if the sabbatical leave request is
25 denied.
26
- 27 4. The educator requesting sabbatical leave has completed at least seven consecutive full-time
28 school years of service in the Portland School System since her/his last prior sabbatical leave, if
29 any.
30
- 31 5. An educator on sabbatical leave for a full school year shall be paid by the Board at fifty percent
32 (50%) of the salary rate which she/he would have received if she/he had remained actively
33 employed by the Board. An educator on sabbatical leave for one half (1/2) of a school year shall
34 be paid by the Board at seventy-five percent (75%) of the salary rate she/he would have
35 received if she/he had remained actively employed by the Board.
36
- 37 6. Health and Dental Insurance will continue to be paid during the period of leave at the rate that
38 would have been paid if the educator had remained actively employed by the Board.
39
- 40 7. Upon return from sabbatical leave, an educator shall be placed on the salary schedule at the
41 level which she/he would have attained had she/he remained actively employed in the system
42 during the period of her/his absence.
43
- 44 8. Before receiving sabbatical leave under the provision of this Article, the educator shall agree in
45 writing with the Board that she/he will return to the Portland School System for a period of not
46 less than two (2) years for a full time sabbatical and not less than one (1) year for a half time
47 sabbatical, and also that, in the event of breach of such agreement, she/he will repay the Board
48 all sums advanced for her/his Sabbatical leave, in proportion to the fulfillment of her/his two (2)
49 year reemployment commitment.

1
2 **ARTICLE 27: LIVING CONTRACT COMMITTEE**
3

- 4 A. The Portland Education Association and the Board are committed to on-going, meaningful
5 communication; joint, open problem solving; and building trusting relationships in order to create and
6 maintain a quality working environment and healthy employee relations. Therefore, the Association and
7 the Board agree to establish a committee to provide for regular, on-going discussions and decision-
8 making on matters germane to improved union-management relations and more effective overall school
9 district operation. The Living Contract Committee shall be co-chaired by the Superintendent and the
10 President of the Association.
11
- 12 B. This Board shall be authorized to discuss any issue of mutual interest or concern and to reach tentative
13 agreements on issues in a timely manner without delaying action until the expiration and renegotiation
14 of the collective bargaining Agreement. This Committee shall also have the power to amend this
15 agreement, provided that any substantive amendments shall be subject to internal ratification and
16 approval procedures of the Association and Board
17
- 18 C. The Association and the Superintendent shall each identify at least three (3) representatives and no
19 more than six (6) representatives as committee members who shall serve for the duration of the
20 contract. The Association members shall be appointed by the Association President and the
21 management members shall be appointed by the Superintendent. Appointments shall be made by
22 September 15. Substitute educators will be provided for Association members if necessary to attend
23 Committee meetings.
24
- 25 D. The overall charge to this committee shall include, but is not limited to, the following:
26
- 27 1. To administer and implement the contractual Agreement;
 - 28
 - 29 2. To resolve disputes or problems in the interpretation and application of the Agreement as they
30 arise;
 - 31
 - 32 3. To meet at least monthly, at times and locations mutually agreed upon, according to a schedule
33 determined and published by this Committee. Either the Superintendent or the Association
34 President may call a special meeting of this committee to deal with a specific issue on the basis
35 of urgent need; and
36
 - 37 4. To establish a process for decision-making and communication.
 - 38
- 39 E. This Committee shall have the following powers and duties:
40
- 41 1. To establish temporary sub-committees to address particular issues which shall report with
42 recommendation in writing to this committee by specific deadlines; and to establish the
43 membership and operating procedures of such subcommittees;
44
 - 45 2. To revise the provisions of this Agreement in order to clarify language and meaning, correct
46 contradictions or inconsistencies, remove outdated language, and organize and streamline this
47 Agreement; and to appoint one PEA member to attend and provide input at the Board of
48 Education's Policy Subcommittee meetings, which member shall report to the Living Contract
49 Committee.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

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

G. Nothing herein shall be deemed:

- 1. To preclude the Superintendent from consulting informally with the Association or the Board of Education;
- 2. To impair the authority of the Superintendent.

ARTICLE 28: MISCELLANEOUS PROVISIONS

A. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, it shall be given as follows:

- 1. If by Association, to the Board in care of the Office of the Superintendent, 353 Cumberland Avenue, Portland, Maine 04101.
- 2. If by the Board, to the Association in care of the President of the Association at the time at the PEA Office, 29 Christopher Toppi Drive, South Portland, Maine 04106.

B. This Agreement shall be posted on the district website. Fifty paper copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to the Association for distribution to its building representatives. .

ARTICLE 29: PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT

A. During negotiations, the Board and the Association will present relevant data, exchange points of view and make proposals and counter-proposals except that the Association will submit to the Board all of its requests on Negotiable Subjects not later than January 31st of the year of expiration unless both parties agree to interest based bargaining which shall supersede the above process. The Board will make available to the Association for inspection relevant but non-confidential cost and statistical data which the Association may need in order to develop, analyze and/or evaluate proposals and/or counter-proposals concerning negotiable subjects but there will be no obligation on the part of the Board to prepare any records or summaries not already in existence. The Association's request for inspection will not be unreasonable. Either party may, if it so desires, utilize the service of outside consultants and may call upon professional and lay representatives to assist it either at or outside of the negotiation sessions. At the conclusion of negotiations, all agreements reached during negotiations will be reduced to writing and signed by the Board and the Association.

B. Despite reference in this Article to the Board or the Association, as such, each shall have the right to act hereunder by Board (which Board will not exceed nine (9) in number), individual member, or designated representative, whether or not a member. Each party will provide to the other, upon request, a written statement indicating the person or persons so authorized to act in its behalf at any particular point in time. The person or persons so authorized to act will be authorized to act in regard to all aspects of negotiation, it being the mutual intension that neither will be required to

1 negotiate with respect to different subjects with different persons representing this other party.

2
3 C. All written notices to the Association or Board respectively will be deemed to have been properly
4 given if delivered to the President of the Association and to the Superintendent of Schools,
5 respectively.

6
7 D. Nothing herein contained will be deemed to affect or authorize negotiations or requests for changes in
8 the provisions of the Agreement of which this Article is a part.

9
10 **ARTICLE 30: TERM OF AGREEMENT**

11
12 This agreement shall govern the rights of the parties from August 27, 2014 through August 26, 2016.

13
14 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year
15 written below.

16
17 The Board of Education of the City of Portland

18
19 Dated: _____ by: _____
20 Its Chair Sarah Thompson

21
22 The Portland Education Association

23
24 Dated: _____ by _____
25 Its President Suzette Olafsen
26

1
2
3
4

Appendix A-1
PEA Salary Schedule 2014-2015 (no increase/no steps)
Schedule 187 Day

Schedule 187 Day Experienced Based Salary Schedule (To be used for initial placement on the Professional Learning Based Scale only)								Schedule 187 Day Professional Learning Based Salary Schedule					
STEP	B		M		MI		D	STEP	I	II	III	IV	V
1	34,679	1	37,982	4	39,633	5	41,285	6	34,679	43,432	52,184	60,937	69,689
2	36,331	3	39,633	5	41,285	6	42,937	1	36,001	44,752	53,505	62,257	71,010
3	37,982	4	41,285	6	42,937	1	44,588	2	37,322	46,074	54,827	63,579	72,332
4	39,633	5	42,937	1	44,588	2	46,239	4	38,643	47,395	56,147	64,900	73,652
5	40,955	6	44,588	2	46,239	4	47,891	5	39,964	48,716	57,469	66,221	74,974
6	42,275	1	45,909	3	47,560	5	49,211	6	41,285	50,037	58,789	67,542	76,294
7	43,597	2	47,230	4	48,882	6	50,533	1	42,606	51,359	60,111	68,864	77,616
8	44,918	3	48,551	5	50,202	1	51,854	1	43,927	52,679	61,432	70,184	78,937
9	46,239	4	49,873	6	51,524	1	53,175	2	45,248	54,001	62,753	71,506	80,258
10	47,560	5	51,193	1	52,845	2	54,496	3	46,569	55,322	64,074	72,827	81,579
11	48,882	6	52,515	2	54,166	3	55,818	4					
12	50,202	1	53,836	3	55,487	4	57,138	5					
13	51,524	1	55,157	4	56,809	5	58,460	6					
14	52,845	2	56,478	5	58,129	6	59,780	1					
15	54,001	3	57,634	6	59,285	1	60,937	1					
16	55,157	4	58,789	6	60,441	1	62,093	2					
17	56,313	5	59,946	1	61,597	2	63,248	3					
18	56,313	5	61,102	2	62,753	3	64,405	4					
19	56,313	5	61,102	2	63,909	4	65,561	5					
20	56,313	5	61,102	2	63,909	4	65,561	5					
21	57,304	5	62,093	2	64,900	4	66,551	6					
22	57,304	5	62,093	2	64,900	4	66,551	6					
23	57,304	5	62,093	2	64,900	4	66,551	6					
24	57,304	5	62,093	2	64,900	4	66,551	6					
25	57,304	5	62,093	2	64,900	4	66,551	6					
26	58,129	6	62,919	3	65,725	5	67,377	6					
27	58,129	6	62,919	3	65,725	5	67,377	6					
28	58,129	6	62,919	3	65,725	5	67,377	6					
29	58,129	6	62,919	3	65,725	5	67,377	6					
30	58,129	6	62,919	3	65,725	5	67,377	6					
31	59,120	1	63,909	4	66,716	6	68,368	1					

5

1
2
3
4

Appendix A-2
PEA Salary Scale 2014-2015 (no increase, no steps)
Schedule 197 Day

Schedule 197 Day Experienced Based Salary Schedule (To be used for initial placement on the Professional Learning Based Scale only)									Schedule 197 Day Professional Learning Based Salary Schedule					
STEP	B		M		MI		D		STEP	I	II	III	IV	V
1	36,574	1	40,058	4	41,799	5	43,541	6	1	36,574	45,805	55,036	64,267	73,497
2	38,316	3	41,799	5	43,541	6	45,283	1	2	37,968	47,198	56,430	65,659	74,890
3	40,058	4	43,541	6	45,283	1	47,025	2	3	39,361	48,591	57,823	67,053	76,284
4	41,799	5	45,283	1	47,025	2	48,765	4	4	40,754	49,985	59,216	68,447	77,676
5	43,193	6	47,025	2	48,765	4	50,508	5	5	42,148	51,378	60,609	69,839	79,071
6	44,586	1	48,418	3	50,159	5	51,901	6	6	43,541	52,772	62,002	71,233	80,464
7	45,979	2	49,811	4	51,553	6	53,294	1	7	44,934	54,166	63,395	72,626	81,857
8	47,373	3	51,204	5	52,945	1	54,688	2	8	46,327	55,558	64,789	74,019	83,251
9	48,765	4	52,598	6	54,339	1	56,080	2	9	47,721	56,952	66,182	75,414	84,643
10	50,159	5	53,991	1	55,733	2	57,474	3	10	49,115	58,345	67,575	76,807	86,037
11	51,553	6	55,384	2	57,126	3	58,868	4						
12	52,945	1	56,778	3	58,519	4	60,260	5						
13	54,339	1	58,170	4	59,913	5	61,654	6						
14	55,733	2	59,564	5	61,306	6	63,047	1						
15	56,952	3	60,783	6	62,524	1	64,267	1						
16	58,170	4	62,002	6	63,745	1	65,485	2						
17	59,391	5	63,221	1	64,963	2	66,705	3						
18	59,391	5	64,441	2	66,182	3	67,924	4						
19	59,391	5	64,441	2	67,402	4	69,143	5						
20	59,391	5	64,441	2	67,402	4	69,143	5						
21	60,435	5	65,485	2	68,447	4	70,188	6						
22	60,435	5	65,485	2	68,447	4	70,188	6						
23	60,435	5	65,485	2	68,447	4	70,188	6						
24	60,435	5	65,485	2	68,447	4	70,188	6						
25	60,435	5	65,485	2	68,447	4	70,188	6						
26	61,306	6	66,357	3	69,317	5	71,060	6						
27	61,306	6	66,357	3	69,317	5	71,060	6						
28	61,306	6	66,357	3	69,317	5	71,060	6						
29	61,306	6	66,357	3	69,317	5	71,060	6						
30	61,306	6	66,357	3	69,317	5	71,060	6						
31	62,351	1	67,402	4	70,362	6	72,104	1						

5
6

1
2
3
4

Appendix A-3
PEA Salary Schedule 2015-2016 (2% COLA + 1 step)
Schedule 183 Day

Schedule 183 Day Experienced Based Salary Schedule (To be used for initial placement on the Professional Learning Based Scale								Schedule 183 Day Professional Learning Based Salary Schedule					
STEP	B		M		MI		D	STEP	I	II	III	IV	V
1	35,373	1	38,742	4	40,426	5	42,111	6	35,373	44,301	53,228	62,156	71,083
2	37,058	3	40,426	5	42,111	6	43,796	1	36,721	45,647	54,575	63,502	72,430
3	38,742	4	42,111	6	43,796	1	45,480	2	38,068	46,995	55,924	64,851	73,779
4	40,426	5	43,796	1	45,480	2	47,164	4	39,416	48,343	57,270	66,198	75,125
5	41,774	6	45,480	2	47,164	4	48,849	5	40,763	49,690	58,618	67,545	76,473
6	43,121	1	46,827	3	48,511	5	50,195	6	42,111	51,038	59,965	68,893	77,820
7	44,469	2	48,175	4	49,860	6	51,544	1	43,458	52,386	61,313	70,241	79,168
8	45,816	3	49,522	5	51,206	1	52,891	1	44,806	53,733	62,661	71,588	80,516
9	47,164	4	50,870	6	52,554	1	54,239	2	46,153	55,081	64,008	72,936	81,863
10	48,511	5	52,217	1	53,902	2	55,586	3	47,500	56,428	65,355	74,284	83,211
11	49,860	6	53,565	2	55,249	3	56,934	4					
12	51,206	1	54,913	3	56,597	4	58,281	5					
13	52,554	1	56,260	4	57,945	5	59,629	6					
14	53,902	2	57,608	5	59,292	6	60,976	1					
15	55,081	3	58,787	6	60,471	1	62,156	1					
16	56,260	4	59,965	6	61,650	1	63,335	2					
17	57,439	5	61,145	1	62,829	2	64,513	3					
18	57,439	5	62,324	2	64,008	3	65,693	4					
19	57,439	5	62,324	2	65,187	4	66,872	5					
20	57,439	5	62,324	2	65,187	4	66,872	5					
21	58,450	5	63,335	2	66,198	4	67,882	6					
22	58,450	5	63,335	2	66,198	4	67,882	6					
23	58,450	5	63,335	2	66,198	4	67,882	6					
24	58,450	5	63,335	2	66,198	4	67,882	6					
25	58,450	5	63,335	2	66,198	4	67,882	6					
26	59,292	6	64,177	3	67,040	5	68,725	6					
27	59,292	6	64,177	3	67,040	5	68,725	6					
28	59,292	6	64,177	3	67,040	5	68,725	6					
29	59,292	6	64,177	3	67,040	5	68,725	6					
30	59,292	6	64,177	3	67,040	5	68,725	6					
31	60,302	1	65,187	4	68,050	6	69,735	1					

5

1
2
3
4

Appendix A-4
PEA Salary Scale 2015-2016 (2% COLA + 1 step)
Schedule 193 Day

Schedule 193 Day Experienced Based Salary Schedule (To be used for initial placement on the Professional Learning Based Scale only)									Schedule 193 Day Professional Learning Based Salary Schedule					
STEP	B		M		MI		D		STEP	I	II	III	IV	V
1	37,305	1	40,859	4	42,635	5	44,412	6	1	37,305	46,721	56,137	65,552	74,967
2	39,082	3	42,635	5	44,412	6	46,189	1	2	38,727	48,142	57,559	66,972	76,388
3	40,859	4	44,412	6	46,189	1	47,966	2	3	40,148	49,563	58,979	68,394	77,810
4	42,635	5	46,189	1	47,966	2	49,740	4	4	41,569	50,985	60,400	69,816	79,230
5	44,057	6	47,966	2	49,740	4	51,518	5	5	42,991	52,406	61,821	71,236	80,652
6	45,478	1	49,386	3	51,162	5	52,939	6	6	44,412	53,827	63,242	72,658	82,073
7	46,899	2	50,807	4	52,584	6	54,360	1	7	45,833	55,249	64,663	74,079	83,494
8	48,320	3	52,228	5	54,004	1	55,782	1	8	47,254	56,669	66,085	75,499	84,916
9	49,740	4	53,650	6	55,426	1	57,202	2	9	48,675	58,091	67,506	76,922	86,336
10	51,162	5	55,071	1	56,848	2	58,623	3	10	50,097	59,512	68,927	78,343	87,758
11	52,584	6	56,492	2	58,269	3	60,045	4						
12	54,004	1	57,914	3	59,689	4	61,465	5						
13	55,426	1	59,333	4	61,111	5	62,887	6						
14	56,848	2	60,755	5	62,532	6	64,308	1						
15	58,091	3	61,999	6	63,774	1	65,552	1						
16	59,333	4	63,242	6	65,020	1	66,795	2						
17	60,579	5	64,485	1	66,262	2	68,039	3						
18	60,579	5	65,730	2	67,506	3	69,282	4						
19	60,579	5	65,730	2	68,750	4	70,526	5						
20	60,579	5	65,730	2	68,750	4	70,526	5						
21	61,644	5	66,795	2	69,816	4	71,592	6						
22	61,644	5	66,795	2	69,816	4	71,592	6						
23	61,644	5	66,795	2	69,816	4	71,592	6						
24	61,644	5	66,795	2	69,816	4	71,592	6						
25	61,644	5	66,795	2	69,816	4	71,592	6						
26	62,532	6	67,684	3	70,703	5	72,481	6						
27	62,532	6	67,684	3	70,703	5	72,481	6						
28	62,532	6	67,684	3	70,703	5	72,481	6						
29	62,532	6	67,684	3	70,703	5	72,481	6						
30	62,532	6	67,684	3	70,703	5	72,481	6						
31	63,598	1	68,750	4	71,769	6	73,546	1						

5
6

1 Appendix B
2 Professional Learning Based Salary System

3
4 Professional Learning Activities and PLBSS Process

5
6 Significant Contribution vs. Professional Responsibility

7 Proposals will be reviewed to determine whether a proposed professional learning activity is part of the
8 regularly expected professional work of an educator carrying out his/her assignment versus that work
9 rising above the expectation of that regular professional assignment. This question often arises when a
10 proposal involves the creation of materials, the design of instruction, or the execution of an activity that is
11 integrated in the offering of the course. The necessary determination is whether a re-working of a
12 component or the creation of a new one, is a normal freshening of the program or a significant addition to
13 the overall program.

14
15 **While not an exhaustive list, the following demonstrates the type of learning projects that could be**
16 **considered for educators to earn contact hours:**

- 17
18 • Classroom Action Research
19 • National Board Certification
20 • New Class Curriculum Developed and Implemented
21 • Conference/Workshop/Course Presenter
22 • Professional Learning Collaborations
23 • Professional Book Groups
24 • Curriculum Institutes
25 • Creating a website to promote student learning

26
27 PROCESS

28 Initial Placement on the PLBSS

29 When the PLBSS was adopted, the PPS and PEA agreed to continue to maintain a “traditional”
30 Experience Based Salary Schedule (EBSS) with the format of the 2007-08 EBSS, including 4 degree-
31 based lanes and 31 experience-based steps. For each year of the 2011-2014 contract, the EBSS will have
32 the same increase on the base as the PLBSS.

33 When the district hires new staff with advanced degrees and/or experience, it will make the initial
34 placement on the PLBSS as follows: The district will assess the new hire’s degree status and determine
35 his/her eligible years of experience, per provision of the contract, as has been done in the past. This will
36 allow the placement of the individual on the “shadow” EBSS and the determination of the starting salary
37 that scale would dictate. That salary would then be used to place the new hire, again in accordance with
38 contract provisions, on the Lane and Step in the PLBSS identical or next highest to that salary, but at a
39 step no higher than 6 in any lane. If the next highest salary would place the person at a step higher than 6,
40 the person would be placed in the next lane to the right on the step with the next highest salary in
41 comparison to the EBSS placement.

42 Registering for Using the PLBSS Website

43 When you enter the Professional Learning Based Salary System (PLBSS) website at www.plbss.org, the
44 first screen that you reach is the “Login.” At this screen you can register for access, which will create
45 your SCH account and individual homepage in the salary system database. On the “Login” screen, you
46 should see the link “Register for Access,” below the box that allows registered users to enter their
47 Employee ID # and their password. Click on this “Register for Access” link, and it will take you to the

1 next screen, which is “Registration.” It requests that you enter your last name and your Employee ID #.
2 Remember that your Employee ID # is a six (6) digit number, even though your ID badge may show eight
3 (8) digits. The number is the first six digits from the left. Once you enter your last name and your
4 Employee ID #, click on the “Submit.”

5 This will bring you to a screen that asks you to enter your Portland Public Schools email address, and to
6 create a password. The password must be at least six (6) characters long, and at least one of the
7 characters must be something other than a letter. When you have entered your email address and created
8 your password, click on the “Submit” button. You will receive a message that tells you that you have
9 successfully registered. It will include a link that allows you to be taken directly to your new individual
10 homepage. From your homepage, you will be able to submit proposals, work on submitted proposals still
11 pending pre-approval, and attach documentation to completed proposals. You can also view your overall
12 SCH account for the status of all your proposals.

13 Proposal Submission Process

14 Every request for Salary Contact Hours (SCH) must be submitted using the PLBSS website
15 (www.plbss.org) and your homepage. You will find links to the PLBSS website at the PEA website or at
16 the PPS website under the Staff section, and the subsection for PEA Contract Information and the PLBSS.

17 At your home page, in order to “Submit New Proposal for Pre-Approval,” you will find links to three
18 types of proposal submission forms. Select the form which best describes the type of activity you will
19 propose: “**Course Credit/CEUs**” (which includes university and college offered courses); “**District**
20 **Offered Professional Learning**” (which also includes pre-authorized district sponsored work); and “**All**
21 **Other SCH Proposals**” (which includes non-university/college courses and individually designed
22 learning activities). All proposals for SCH (including District Offered Professional Learning) must use
23 the appropriate form for submission.

24 Building level group activity proposals must first be submitted in advance of the activity on the
25 appropriate form (available from the office of the Chief Academic Officer) to the CAO and approved by
26 the CAO. This is done in order for the activity to become a district offering for which a PPS certificate
27 will be issued as documentation. It also insures that the granting of SCH will be consistent among
28 participants. Once approved by the CAO, individual participants must then submit the activity on the
29 “District Offered Professional Learning” form on the PLBSS.

30 All proposals must also meet the October 1 submission and January 10 documentation of successful
31 completion deadlines for the awarded SCH to count toward a Lane Change for the following September.

32 Course Credit/CEU Proposal Form

33 The Course Credit/CEU form requires the educator to identify the university/college or other provider
34 who is authorized to grant credits or nationally certified CEUs for this activity. If the activity is a course,
35 the course number must be provided. Use the drop down calendar feature to provide the start and finish
36 dates for the activity. Also, the number of credits or CEUs offered must be provided. Please remember
37 that CEUs are very specific units that are only able to be offered by nationally certified providers (most
38 often colleges and universities or national professional organizations).

39 Finally, the educator must **respond fully and in detail** to the questions regarding how this activity will
40 contribute to the educator’s skills, knowledge, and practice, as well as to students learning.

41 After this information is provided, click on the submit button, and you should find that this proposal is
42 now listed under the “Work on Proposals Pending Pre-Approval” category on your homepage. It will
43 have a status of “Pending Review.”

1 Remember that submitting a request for course reimbursement and submission for SCH award are two
2 separate processes. If both are sought, each must be submitted following the appropriate procedures.

3 District Offered Professional Learning Proposal Form

4 If the activity is an offering from the Community of Learners, the COL listing will provide the workshop
5 title, the start and finish dates, the number of SCH offered, and a description that must be included in the
6 proposal. Also, the educator must **respond fully and in detail** to the questions regarding how this
7 activity will contribute to the educator’s skills, knowledge, and practice, as well as to student learning.

8 After this information is provided, click on the submit button, and you will find that this proposal is now
9 listed under the “Work on Proposals Pending Pre-Approval” category on your homepage. It will have a
10 status of “Pending Review.”

11
12 All Other SCH Proposals Form

13 The “All Other SCH Proposals” form requires more input from the educator because it is most often used
14 for submitting activities for which the offering entity is less well known or not accredited, or for
15 submitting original, educator-designed activities.

16 A title and a detailed description of the activity must be provided. If the activity is being offered by an
17 educational organization, then its description of the offering may suffice. If the activity is self-designed,
18 the description should give a good overall view, as well as enough detail to make the scope/goals/impact
19 of the activity clear to the review team.

20 Please write a full explanation of the activity detailing how the activity makes a “significant contribution”
21 to student learning and/or educator practice. In order to successfully support “significant contribution” to
22 student learning, the educator must describe fully the student outcomes hoped to be met, how student
23 work will be assessed, and what specific documentation will be provided to show the student learning
24 achieved. A successful proposal for “significant contribution” to educator practice, will describe how the
25 proposed activity will specifically change the educator’s practice, will detail the specific documentation
26 to be provided to show the changed approach, and will describe how the outcome of this change will be
27 evaluated.

28
29 Proposing and Documenting Significant Contributions to Student Learning and Teacher
30 Practice

31 In order to support significant contribution to student learning, a proposal must be specific about what
32 students would learn, and then provide student work to document that learning. In order to support
33 significant contribution to educator practice, a proposal must detail specific examples of strengthening or
34 expanding teaching methods and then give evidence of the application of those skills.

35
36 Often, non-approval of a proposal does not question that students learned or that educator practice was
37 enhanced, but that the educator did not specifically state those goals and did not detail the evidence to be
38 provided that would demonstrate that the goals were achieved. SCH will not be awarded based on the
39 assumption that learning has happened or that practice has been enhanced.

40
41 This proposal and documentation process are designed to demonstrate that the work recognized under the
42 salary system aligns with the philosophy that strong, educator-directed professional development leads to
43 increased student learning.

Lane and Step Placement with a Lane Change

When a staff member receives a Lane Change (LC) for the beginning of a contract year the steps in determining the new placement are:

- Find the salary scale for the new contract year and for the appropriate number of contract days
- Find last year's Lane and Step and move up one step to determine what the salary would have been in the new contract year without a LC
- Now move one Lane to the right and find the identical or next highest salary in your new Lane.
- This will be your new Lane/Step placement from which the educator will make Step increases in the following years.

Remember that movement from Lane to Lane in the PLBSS is not directly lateral. For example, a LC for an educator previously on Lane 3/Step 4, you will move to Lane 4/Step 1 for the new contract year. The educator would **not** move to Lane 4/Step 5.

Also remember that once an educator takes their experience step on the previous Lane, if the educator will now move from Step 8, 9, or 10, the educator will move to a step in the next lane that has the identical or next higher salary that the educator would have earned in the previous Lane at the new step. The new Step will not be Step 1 in the new lane, because that salary will be lower than what would have been earned in the previous Lane. For example, if an educator moved from Lane 2/Step 8 to Lane 3, the Step Placement would be 2. If an educator moved from Step 9, the Step placement in the new Lane would be Step 3; and if an educator moved from Step 10, the new placement would be Step 4.

PPS/PEA Agreements on Salary Contact Hour Proposals

OVERALL GUIDELINES

- 225 SCH to make a Lane Change
- 4 year minimum between Lane Changes
- Maximum of 60 SCH per proposal with some exceptions
- SCH granted for activities that make a significant contribution to student learning and educator practice in the Portland Public Schools
- SCH not granted for learning activities done during paid time, but SCH granted for the application of the knowledge/skill gained from the learning activity done during paid time when it is applied in the classroom
- SCH not granted for activities repeated more than twice per lane change

INDIVIDUAL PROPOSALS

National Board Certification: 225 SCH upon receiving certification.

Completion of the Take One Program (without gaining NBC) will be granted 45 SCH.

State/National Teacher of the Year: 45 SCH upon completion of the application process.

Performing and Fine Arts Educators: SCH proposals will be considered when the educator submits a proposal which uses the knowledge/skills gained from their participation in a public performance (as a result of audition or juried acceptance) **in the classroom** and describes the documentation they will

1 provide of that classroom use.

2

3 New Course Curriculum: 45 SCH for the creation and execution of a new district approved course. 15
4 SCH for the creation and execution of substantial new or revised material, including the application of
5 substantial new technology for an existing course.

6

7 Course/Workshop/Training Presenters: When conducted *for PPS staff*, presenters will receive 2 hours of
8 planning time for each 1 hour of presentation time for the first presentation. No SCH for repeat
9 presentations. District approved repeat presentations will be paid.

10

11 **PAID WORK**

12

13 Educators may not choose between receiving pay or salary contact hours for an activity.

14

15 Attendance at workshops, classes or conferences that occur during the contract day:
16 SCH proposals will not be considered for attendance at these activities. SCH proposals will be
17 considered when the educator makes a proposal which uses the knowledge/skills gained from these
18 activities in the classroom and describes the documentation they will provide of that classroom use.

19

20 Hourly paid work: no SCH will be granted.

21

22 Activities completed on Sabbatical Leave: SCH will not be granted for activities which are within the
23 educator’s stated reason for the leave.

24

25 **GROUP WORK**

26

27 Building level group activities must be submitted on the appropriate form (Building Activity Form, Book
28 Group Form, Committee Form) by the administrative leader and group activity leader with all the
29 participant names to the CAO for advance review/approval in order to provide consistency in the granting
30 of salary contact hours between group members.

31

32 **MAXIMUM HOURS**

33

34 All Proposals: The maximum number of SCH that can be earned per proposal is 60, except for National
35 Board Certification (225) and PPS/PEA designed and offered courses of study.

36

37 Mentoring: Student Teacher: 45 hours (full semester)
38 Student Nurse/Social Worker: 1 SCH for every 9 hours of placement.
39 A maximum of two mentoring activities will be granted SCH per lane change.

40

41 Student Travel/Field Trips: Educators accompanying students on district approved field trips may submit
42 proposals for up to 8 hours for each non-contract day. The primary leader/organizer may propose
43 additional hours for pre-trip organization.

44

45 **DEADLINES**

46

47 Lane Changes may be made only on September 1st of each year. In order to change lanes, the educator, in
48 the year prior to the lane change, must submit proposals for any salary contact hours to be used toward the
49 lane change by October 1st and document all hours to be used toward the lane change by January 10th.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40

PROFESSIONAL RESPONSIBILITY

Committee Work: Participation on the first committee is considered professional responsibility. Participation on a second or third committee in the same school year will be granted 10 – 40 SCH depending on role (see Building Activity Form info above).

NOT ELIGIBLE FOR SCH

- Adult Education Classes However, SCH proposals will be considered for the documented use of the knowledge/skills gained from these classes in the classroom.
- Personal Travel However, SCH proposals will be considered for the documented use of the knowledge/skills gained from the travel in the classroom.

Changes from 2008-11 Contract:

Online proposal forms will be changed to break apart the questions so that SIGNIFICANT CONTRIBUTION to student learning and educator practice, and SPECIFIC DOCUMENTATION questions can be adequately addressed by the educator and considered for rigor by the Proposal Review Team.

No longer eligible:

- No category for “School District Community” but educators can submit proposals for these types of activities in the student learning or educator practice categories if a strong connection is made in the submitted proposal.
- Teaching a 3 credit college course. No SCH will be granted.
- University/colleges courses in administration. SCH will not be granted unless course is related to student learning or educator practice.
- Service as an Officer in a Professional Organization. No SCH will be granted.
- Student Intern 24 Hour Field Placement: No SCH will be granted.
- Writing College Recommendations. No SCH will be granted.
- Repeat activities – No SCH will be granted for an activity done more than twice per lane change.
- Music Festivals – No SCH will be granted for preparation at district/state music festivals.

Activities which will now be paid instead of granted SCH:

Course/Workshop/Training Presenters: When conducted for PPS staff, presenters will be paid for district approved repeat presentations.

1

MIDDLE SCHOOL DIFFERENTIAL RATES

ATHLETIC						CO-CURRICULAR	
	Boys'/Girls'	Base		Boys'/Girls'	Base		Base
BASEBALL	B	2714	INTRAMURALS	B	1012	DRAMATICS	2714
BASKETBALL	B	4071	INTRAMURALS	G	1012	MATH TEAM COACH Middle	1012
BASKETBALL	G	4071	OUTDOOR TRACK	B	2714	NEWSPAPER ADVISOR	2468
BASKETBALL GRADE 6 COORDINATOR	B	1012	OUTDOOR TRACK	G	2714	OM BUILDING COORD	987
BASKETBALL GRADE 6 COORDINATOR	G	1012	SOCCER	B	2714	YEARBOOK ADVISOR	3291
CHEERLEADING FALL	G	2262	SOCCER	G	2714	FLOAT	1358
CHEERLEADING FALL ASST	G	1358	SOFTBALL	G	2714		
CHEERLEADING WINTER	G	2714	SWIMMING	B	2714		
CHEERLEADING WINTER ASST	G	1628	SWIMMING ASST	B	1628		
CROSS COUNTRY		1810	SWIMMING	G	2714		
CROSS COUNTRY ASST		1086	SWIMMING ASST	G	1628		
FIELD HOCKEY	G	2714	TENNIS	B	1358		
FOOTBALL	B	4525	TENNIS	G	1358		
INDOOR TRACK	B	2262	WRESTLING	B	2714		
INDOOR TRACK	G	2262					
INDOOR TRACK ASST	B	1358					
INDOOR TRACK ASST	G	1358					

2
3
4
5
6
7

ELEMENTARY AND MISCELLANEOUS DIFFERENTIAL RATES

	Base		Base
ELEMENTARY COORD	1012	READ CONS (Grandfathered)	2691
MATH TEAM CITY COORDINATOR	987		

8

1
2
3

Appendix D Teacher Leadership Schedule

2014-16 TEACHER LEADER RATES				
	Base			Base
ACTIVITIES DIRECTOR	7,551	COORDINATOR of LIBRARIANS		2,517
CLUSTER COORDINATOR	8,391	DISTRICT MUSIC COORD		4,196
CLUSTER COORDINATOR PATHS	7,551	GOVERNANCE COMMITTEE		5,034
DIRECTOR OF GUIDANCE	7,551	THEATER MANAGER		4,196
BUILDING TECHNOLOGY COORD 1	1,330	MATH COORD ELEMENTARY LEVEL 2		2,517
BUILDING TECHNOLOGY COORD 2	1,922	MATH COORD ELEMENTARY LEVEL 3		3,357
BUILDING TECHNOLOGY COORD 3	2,515	MATH COORD ELEMENTARY LEVEL 4		4,196
BUILDING TECHNOLOGY COORD 4	3,108	MATH COORD MIDDLE SCHOOL		TBD
BUILDING TECHNOLOGY COORD 5	3,699	MENTOR LEVEL I		TBD
BUILDING TECHNOLOGY COORD 6	4,291	MENTOR LEVEL II		TBD
COORDINATOR of NURSES	3,357	MENTOR LEVEL III		TBD
COORDINATOR of SOCIAL WORKERS	3,357	MENTOR LEVEL IV		TBD
		NATIONAL BOARD TEACHER CERTIFICATION MENTOR		750
			Level A	Level B
			3,501	8,753
				Level C
				11,204
<p>The following teacher leader scales have been created to support a new approach to strengthening the teacher role in leadership in the Portland Public Schools. The creation of new positions or the conversion of existing positions will be looked at with an intent to reward staff for stepping forward to accept and fulfill the full responsibilities for a job assignment rather than a stipend based on a specified number of hours or days.</p>				
<p>Review Article 12, paragraph K. for contract language on Teacher Leadership.</p>				

4

Appendix E
Class Size

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

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

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

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

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

Appendix F
Educator Evaluation

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

i. Educators shall be formally evaluated periodically by principals or persons designated by the Superintendent or her/his representative. All observations of the work of an educator shall be conducted with full knowledge of the educator. The Directors of Math and Reading may evaluate consultants in their respective areas. Athletic Directors may evaluate coaches, in their capacity as coaches.

ii. An observation shall mean a procedure which includes (1) a pre-observation conference, (2) a classroom observation of at least one lesson, (3) a post-observation conference, and (4) a written observation report.

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

iii. All observations shall be reduced to writing within ten (10) days and a copy given to the educator. The educator will sign the file copy indicating receipt thereof only. The educator may submit a written statement, which shall be attached to the file copy.

iv. Annual reports of educators shall be in narrative and/or checklist form - that is, based upon classroom observations, specific events, episodes, or incidents whether favorable or unfavorable to the educators, occurring during the evaluation period. Whenever an educator is rated less than satisfactory on a checklist, a narrative shall be provided. Whenever practicable such reports shall include:

1. Remarks regarding increased or decreased ability or performance of the educator during the period since the previous report.
2. Specific suggestions as to measures, which the educator may take to improve her/his performance in areas where weaknesses have been indicated.
3. The educator shall be given a copy of any annual report(s) prepared by her/his evaluator(s) at least one (1) day before any conference to discuss it. No such report shall be submitted to the Central Office or placed in the educator's file without prior conference with the educator. All items on checklist shall be completed or indicated as "unrated".

v. There shall be at least three (3) observations and one (1) annual report each year for educators during the probationary period.

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

Appendix G
Elementary Planning

A. The Committee and the Association are committed to provide individual and common planning time for educators, and therefore:

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

Appendix H - Course Approval Form

Name	School/Department	
Employee #	Position/Assignment	
Course # & Title	Dates (m/d/y) / / to / /	
School/College	Tuition & Fees \$	
<input type="checkbox"/> Undergraduate _____ Credit hours <input type="checkbox"/> Workshop _____ CEUs _____ Contact Hours <input type="checkbox"/> Graduate _____ Credit hours <input type="checkbox"/> Other _____ CEUs _____ Contact Hours		
I understand that this form must be submitted to HR for approval before the course begins. I understand that in order for this professional learning to be considered for Salary Contact Hours, I must fully complete and electronically submit the appropriate proposal form on the PLBSS. I understand that my eligibility for course reimbursement or advance payment is governed by PEA Contract Article 22.		
Employee Signature: _____ Date: _____		
I am requesting advance payment. * <input type="checkbox"/> No <input type="checkbox"/> Yes * Course must be for college credit hours.		
If you checked "Yes", you must attach proof of registration and an official bill documenting tuition and fee charges.		
I agree to follow university drop/incomplete procedures and to pay to Portland Public Schools the full amount of the advance payment if I do not complete the course <i>with a grade of B or better</i> or if I do not <i>submit a copy of my grade report</i> to the Human Resources Office within sixty (60) days of the end date of the course.		
Employee Signature: _____ Date: _____		
Proposal: Please answer the following questions by attaching a TYPED response to this form. 1. Explain how this course is related to your current assignment. 2. Explain how this course will make a <i>significant contribution</i> to improvement in your teacher practice and in student learning.		
PRINCIPAL/SUPERVISOR RECOMMENDATION		
<input type="checkbox"/> Recommend approval <input type="checkbox"/> Refer to Superintendent		Date of meeting with Principal (if applicable): _____
Principal/Supervisor: _____		Date: _____
SUPERINTENDENT DECISION		
<input type="checkbox"/> Yes <input type="checkbox"/> No If no, reason: _____		Date: _____
HUMAN RESOURCES VERIFICATION OF REIMBURSEMENT ELIGIBILITY/APPROVAL		
<input type="checkbox"/> Eligible <input type="checkbox"/> Ineligible Reason: _____		School year: _____
Director of Human Resources: _____		Date: _____
FOR HUMAN RESOURCES ONLY: PAYMENT AUTHORIZATION Date: _____		
<input type="checkbox"/> Taxable <input type="checkbox"/> Not Taxable Reason: <input type="checkbox"/> 1. <input type="checkbox"/> 2a. <input type="checkbox"/> 2b. <input type="checkbox"/> 2c. <input type="checkbox"/> 2d.		Date: _____
Authorized Signature: _____		Date: _____

Amount Due: \$ _____ Pay Date _____ Processed by: _____

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

LEVEL SUBMITTED:

Level I _____

Level II _____

Level III _____

1
2
3
4
5
6
7
8
9 Grievant’s Name: _____

10 Work Location: _____

11 Job Title: _____

12 Description of Alleged Contract Violation: _____
13 _____
14 _____
15 _____
16 _____

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

18 Date of Occurrence of Alleged Violation: _____

19 Remedy Sought: _____
20 _____

21
22
23 Signature of Grievant or Association Representative _____ Date _____

24
25 Date Received by Administration: _____

26
27 Decision: _____
28 _____

29
30
31 Signature of Administrator _____ Date _____

32
33 This grievance has been resolved to the satisfaction of both parties.

34
35
36 Signature of President of PEA _____ Date _____

37
38
39 Signature of Superintendent or his/her Designee _____ Date _____

40
41
42
43

Appendix J
P.E.A. SICK BANK ENROLLMENT

A sick leave bank is hereby established whereby an employee covered by the PEA Bargaining Agreement, faced with personal or immediate family illness or accident may borrow sick days not yet accumulated. The following apply:

1. Participation: Optional
2. Enrollment: September 1, 1995 for employees of the PEA bargaining unit hired before September 1, 1995.
Effective date of hire for employees hired September 1, 1995 or after.
3. Contribution: One (1) day per participating employee.
4. Administration: A joint committee of equal representation of the Association and the School System.
5. Eligibility:
 - a. All accumulated sick leave must be exhausted.
 - b. Employees may be eligible to withdraw up to a maximum of ninety (90) workdays per year after having submitted a doctor's certificate.
 - c. An employee on sick leave when school closes in June who has borrowed time from the sick bank is not eligible for continuation the following September.
 - d. An employee may withdraw membership from the bank at any time, but may not withdraw contributed days. Any membership withdrawal request must be made in writing to the Human Resource Department.
 - e. An employee on Worker's Compensation will receive an amount equal to the difference between their regular pay and their Worker's Compensation allowance.
6. Repayment: Employees withdrawing days from the bank must return these days at a maximum of five (5) days of his/her sick leave on September 1 of the succeeding contract year and each year thereafter until the days are repaid. In the event of hardship, employees may appeal to the sick bank committee to change the rate of repayment.

In the event that an employee leaves the system owing time to the bank, such time will be repaid in cash (days @ per diem rate at time of loan).

Employees retiring due to illness as certified by a doctor's certificate shall not have to repay days borrowed from the sick bank.
7. Replenishment: All unused sick bank days will be carried over to the next school year. In the event that this total is less than two hundred and seventy (270) days, all participating members will be assessed one (1) day.
8. Employees who wish to borrow days should contact the Human Resource Office for an application.

**SICK BANK PARTICIPATION AUTHORIZATION
EMPLOYEES COVERED BY PEA AGREEMENT**

- Yes, I want to participate in the Sick Bank Program and authorize one day from my sick leave accumulation to be donated to the Bank.
- No, I do not want to participate in the Sick Bank Program.

Name (print) _____ Employee #: _____

Signature _____ Date: _____

Appendix K
Sick Bank Application

Please complete this application to borrow days from the Sick Bank and return with a doctor's certificate to the Human Resource Department.

To be eligible to borrow days from the Sick Bank, 1) all accumulated sick leave must be exhausted, 2) no more than ninety (90) days may be withdrawn, 3) an employee on sick leave when school closes in June who has borrowed time from the Sick Bank is not eligible for continuation the following September, and, 4) an employee on Worker's Compensation will receive an amount equal to the difference between their regular pay and their Worker's Compensation allowance.

Employees withdrawing days from the bank must return these days at a maximum of five (5) days of his/her sick leave on September 1st of the succeeding contract year and each year thereafter until the days are repaid. In the event of hardship, employees may appeal to the sick bank committee to change the rate of repayment.

In the event that an employee leaves the system owing time to the bank, such time will be repaid in cash (day @ per diem rate of time of loan).

Employees retiring due to illness as certified by a doctor's certificate shall not have to repay days borrowed from the sick bank.

This application will be returned within two weeks indicating approval status.

Name: _____ Employee ID #: _____

REASON: _____

of days requested: ____ for date(s): _____ Doctor's certificate attached? Y/N

Employee's Signature: _____ Date: _____

*******DO NOT WRITE BEYOND THIS POINT*****FOR OFFICE USE ONLY*******

Personal Illness

Approved

Family Illness

Not Approved

Comments: _____

Signature: _____ Date: _____

Human Resource Department

Appendix L
SABBATICAL APPLICATION, PROCESS, RUBRIC, and AGREEMENT

Application for Sabbatical Leave for the 20XX-20XX School Year

Please complete this application in full. Attach additional sheets/backup as necessary.

1. **Name:** _____
2. **School:** _____
3. **Position:** _____
4. **Leave Dates:** From ____/____/____ to ____/____/____
mo day year mo day year

5. **Proposal:**

Portland's Learning Results are based on the assumption that all teachers are experts on learning, that is:

- They understand the knowledge and skills needed in a particular content area;
- They understand complex reasoning;
- They know the learning needs of their students; and
- They can make decisions about teaching and learning in ways to maximize their students and ability to meet the Learning Results (source: Learning Results, Portland Public Schools page 1.2).

Describe in detail how you propose to spend your sabbatical leave. In what area(s) outlined above do you plan to expand your knowledge.

6. How will this leave enable you to assist your students and school community to achieve the Portland Public Schools Learning Results?
7. What measurement criteria and methods will you use to assess achievement of the goal(s) of your sabbatical leave?

Recommend for approval _____ Not approved _____

Chief Academic Officer Date

Superintendent Date

School Committee approved on _____
Date

Submit this application by February 1, 20XX, to the Human Resources Department.

Sabbatical Review Process

Context

In the collective bargaining agreement between the Board of Education and the Portland Education Association sabbatical leave is defined in Article 26. The Article states that:

Sabbatical leave may be granted to a educator for study related to her/his teaching field, or for travel, related to her/his teaching field, or for other reasons of value to the school system, all subject to the approval of the Board and all subject to the following conditions:

1. Sabbatical leave shall be granted to a maximum of two percent (2%) of educators at any one time.

2. Notice of intent to apply for sabbatical leave must be received by the Office of the Superintendent in writing no later than December 15th of the school year preceding the year of such leave. The educator must make application no later than February 1 and shall also complete said school year. Action shall be taken by the Board on all such requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested. The appropriate Central Office Director shall meet with the sabbatical leave applicant prior to making recommendation to the Board for approval. The purpose of this meeting is to review the application prior to the submission of said application to the Board.

3. Within ten (10) days from the Board's decision, written notification shall be sent to the applicant. Reasons shall be provided to the applicant in writing if the sabbatical leave request is denied.

4. The educator requesting sabbatical leave has completed at least seven consecutive full-time school years of service in the Portland School System since her/his last prior sabbatical leave, if any.

5. An educator on sabbatical leave for a full school year shall be paid by the Board at fifty percent (50%) of the salary rate which she/he would have received if she/he had remained actively employed by the Board. An educator on sabbatical leave for one half (1/2) of a school year shall be paid by the Board at seventy-five percent (75%) of the salary rate she/he would have received if she/he had remained actively employed by the Board.

6. Health and Dental Insurance will continue to be paid during the period of leave at the rate that would have been paid if the educator had remained actively employed by the Board.

7. Upon return from sabbatical leave, an educator shall be placed on the salary schedule at the level which she/he would have attained had she/he remained actively employed in the system during the period of her/his absence.

8. Before receiving sabbatical leave under the provision of this Article, the educator shall agree in writing with the Board that she/he will return to the Portland School System for a period of not less than two (2) years for a full time sabbatical and not less than one (1) year for a half time sabbatical, and also that, in the event of breach of such agreement, she/he will repay the Board all sums advanced for her/his Sabbatical leave, in proportion to the fulfillment of her/his two (2) year reemployment commitment.

Sabbatical Review Process

Timeline

Letter of Intent sent to Human Resources / Chief Academic Officer by December 15

Applications submitted to Human Resources /Chief Academic Officer by February 1

- 1 Application review including candidate meeting and written feedback completed by Chief Academic
- 2 Officer by March 1
- 3
- 4 Chief Academic Officer's recommendations forwarded to the School Board by March 1
- 5
- 6 School Board action on approved applications by April 1
- 7
- 8 Written notice of decision delivered to staff within 10 days of Board action.
- 9

10 **Application Review Process**

- 11
- 12 Chief Academic Officer reads applications and develops initial feedback based on rubric (up to 5
- 13 points in each of 5 areas)
- 14
- 15 A minimum score of 19 points is required to recommend the application for support
- 16
- 17 A score below Satisfactory in any category will result in a recommendation not to support the
- 18 application
- 19
- 20 This feedback is shared with staff at sabbatical review meetings with applicants between Feb 1 and
- 21 March 1
- 22

1
2

Sabbatical Rubric

		1 Limited Evidence	3 Satisfactory Evidence	5 Strong Evidence	
Relation of Study to Educator Field	1	Proposal topic lacks clear link to current assignment	Proposal topic has clear link to current assignment	Proposal topic has clear sustained link to current and/or future assignment	
	2	Proposal lacks identified connections to student learning	Proposal has identified connections to student learning	Proposal has identified connections to student learning and has defined plan for measuring effectiveness	
or					
Relation of Travel Related to field	1	Proposed travel lacks clear link to current assignment	Proposed travel has clear link to current assignment	Proposal travel has clear sustained link to current and/or future assignment	
	2	Proposed travel plan lacks connections to student learning	Proposed travel plan identifies connections to student learning	Proposed travel plan has identified connections to student learning and has defined plan for measuring effectiveness	
Value to the School System	3	Proposal is not based on Comprehensive Plan Goals	Proposal is based on Comprehensive Plan Goals	Proposal is based on Comprehensive Plan Goals and makes specific reference to objectives / strategies	
	4	Proposal has not identified opportunities to share study / travel experience with additional staff	Proposal has identified opportunities to share study / travel experience with additional staff	Proposal has identified opportunities to share study / travel experience with additional staff in a variety of settings	
	5	Proposal has not identified characteristics of PPS student need and incorporated them into the proposal	Proposal has identified characteristics of PPS student need and incorporated them into the proposal	Proposal has identified characteristics of PPS student need, includes student learning data, and incorporated them into the proposal	

3
4

SABBATICAL LEAVE AGREEMENT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52

This AGREEMENT made this **(day)** day of **(month)**, by and between the Portland Board of Public Education of Portland, Maine, hereinafter referred to as the “The Board”, and **(employee name)**, of **(employee address)**, hereinafter referred to as the “Educator”.

WHEREAS, the Educator has applied for and the Board has granted the Educator a **(full year/half year)** Sabbatical Leave for the period **(Sabbatical dates)**, hereinafter referred to as the “Sabbatical Period”, for the following purpose(s):

(Sabbatical description)

and,

WHEREAS, the provisions of state law and the terms of the applicable collective bargaining agreement provide that such leaves may be granted under certain conditions, assumed by the Educator; NOW THEREFORE, the parties agree as follows:

1. Salary and Health & Dental Insurance. The Board will pay the Educator during the Sabbatical Period the approximate amount of **\$(amount)**, which equals fifty (50%) percent of the Educator’s per diem pay for the number of Educator days in the Sabbatical Period for a full-time Sabbatical Leave or seventy-five (75%) of the Educator’s per diem pay in the event of a half-time leave. Further, the Board will retain the Educator on its employment rolls for the purpose of health & dental insurance coverage.
2. Return to Employment. At the end of said Sabbatical Period, the educator shall agree in writing with the Board that she/he will return to the Portland School System for a period of not less than two (2) years for a full time sabbatical and not less than one (1) year for a half time sabbatical. Experience credit for sabbatical will be granted as per PEA collective bargaining agreement.
3. Repayment of Salary. In the event the Educator fails to comply with the provisions of Section 2 above, or fails to use the Sabbatical Year for the purpose(s) approved by the Board and stated herein, or otherwise breaches this Agreement, the Educator will repay to the Board on demand an amount equal to the total of the salary payments and health & dental insurance premiums paid to or on behalf of the Educator during said Sabbatical Period. Provided, however, that if the Educator is in breach of his/her contractual requirement to remain employed for the period specified in Section 2 and partially fulfills said reemployment requirement, the Educator will pay to the Board on demand the same proportion of said total payments as the Educator’s period of reemployment bears to the required reemployment period.
4. Interest and Cost of Collection. In the event that a repayment plan for the payments described in Section 3 cannot be mutually agreed upon, the district will demand full payment from the Educator. If payment is not made in full within ten days of demand, the Educator agrees that any such sum shall thereafter bear interest at the rate of ten percent (10%) per annum until paid, and that the Educator shall pay all costs of collection, including reasonable attorney fees.
5. General Supervision. Teacher will remain an employee of the district and function within district policy, procedure and collective bargaining agreements. Employees shall provide evidence of sabbatical work upon question, including transcripts. To this end, the Educator agrees that the Board and the Superintendent shall have access to any school records of the Educator as may be on file with an institution of learning as a result of the Educator’s attendance during the approved Sabbatical Leave, and may review any projects, products, or writings produced by the Educator during the Sabbatical Leave.
6. Board Presentation. Upon return from the Sabbatical, the educator will make a presentation to the School Board during a regularly scheduled meeting, which will include the experiences, findings and outcomes learned during the sabbatical.

AGREEMENT

between the

PORTLAND BOARD OF EDUCATION OF THE

CITY OF PORTLAND

and the

PORTLAND EDUCATION ASSOCIATION

August 27, 2014 to August 26, 2016

TABLE OF CONTENTS

ARTICLE 1: Recognition	1
ARTICLE 2: Definitions.....	2
Board	2
Association.....	2
Superintendent	2
Principal	2
Assistant Principal	2
Educator	2
Days.....	2
Benefit Eligibility.....	2
ARTICLE 3: Management Rights	2
ARTICLE 4: Educator Rights	3
Dismissal and Non-renewal Procedure	4
Dismissals.....	4
Non-renewals.....	4
Hearing Procedures	5
Arbitration on Dismissals and Non-renewals	5
Reduction in Force.....	5
Seniority Determination	5
Impact Areas.....	6
Procedure - Notice.....	6
Layoff.....	7
Recall	7
Academic Freedom.....	8
ARTICLE 5: Savings Clause	8
ARTICLE 6: Association Rights and Privileges	8
Association Release Time.....	8
ARTICLE 7: Strikes and Sanctions	10
ARTICLE 8: Flexible Benefits Plan	10
Benefit Dollars	10
Benefit Options	12
Health Insurance	12
Dental Insurance	12
Medical Reimbursement Accounts	12
Dependent Care Reimbursement Account.....	13
Taxable Income	13
ARTICLE 9: Grievance Procedure	13
ARTICLE 10: Work Year and Work Day	15
ARTICLE 11: Non-Educator Duties	16
ARTICLE 12: Salaries.....	17
Advancing one salary lane on the Professional Learning Based Salary Scale	18
Experience Credit for Teaching.....	19
Experience Credit for Outside Teaching Service.....	19
Non-teaching Work Experience	20

Newly hired educators	20
Vocational Teacher	21
Placement on Masters Intermediate Scale	21
Direct Deposit	21
Differentials.....	21
Assignments	21
Review	22
Teacher Leadership Positions	22
Special Summer and Vacation Wage Rates	23
Normal Teaching Duties	23
Workshops, Etc.	23
Miscellaneous Activities	23
ARTICLE 13: Educator Assignments and Travel Expense.....	23
ARTICLE 14: Job Vacancies	24
ARTICLE 15: Transfers and Involuntary Reassignments	24
ARTICLE 16: Educator Personnel Records	25
ARTICLE 17: Educator Facilities	26
ARTICLE 18: Liaison Between Association and Principals	26
ARTICLE 19: Professional Collaboration.....	26
Culture and Climate	27
Professional Learning	27
ARTICLE 20: Sick Leave.....	27
ARTICLE 21: Temporary Leave of Absence	29
Bereavement.....	30
Military Leave	31
Family Educational Leave	31
Graduation Leave.....	31
ARTICLE 22: Professional Learning and Educational Improvement/Licensure	31
Licensure Costs	32
ARTICLE 23: Protection of Educators, Students and Property.....	32
ARTICLE 24: Association Dues and Other Deductions from Salary.....	33
ARTICLE 25: Extended Leave of Absence.....	34
ARTICLE 26: Sabbatical Leave	36
ARTICLE 27: Living Contract Committee	37
ARTICLE 28: MISCELLANEOUS PROVISIONS	38
ARTICLE 29: Procedure For Negotiation of Successor Agreement	38
ARTICLE 30: Term of Agreement.....	39
Appendix A-1 - PEA Salary Scale 2014-2015 - Schedule 187 Day.....	40
Appendix A-2 - PEA Salary Scale 2014-15 - Schedule 197	41
Appendix A-3 - PEA Salary Schedule 2015-2016 - Schedule 183 Day.....	42
Appendix A-4 - PEA Salary Scale 2015-2016 - Scheduled 193 Day	43
Appendix B - Professional Learning Based Salary System	44
Appendix C - Differential Schedule	50
Appendix D - Teacher Leadership Schedule	52
Appendix E - Class Size	53
Appendix F - Educator Evaluation.....	54

Appendix G - Elementary Planning.....55
Appendix H - Course Approval Form56
Appendix I - Grievance Form57
Appendix K - Sick Bank Enrollment Form58
Appendix L - Sick Bank Application59
Appendix L Sabbatical Application, Process, Rubric, and Agreement60

ARTICLE 1: RECOGNITION

- 1
2
3 A. The Portland Education Association, the Board of Education of the City of Portland, and the
4 Superintendent of the Portland School System recognize that they have a common responsibility
5 beyond their collective bargaining relationship and wish to state their mutual intent to continue to
6 work toward the achievement of common goals. The parties are dedicated to undertake the
7 purposeful change necessary to renew schools. A commitment to change means a willingness to
8 reconsider and alter, as necessary, traditional relationships, organizational structures, and supports,
9 and allocations of personnel, resources, time and space to advance student achievement and enhance
10 the life of the school as a center of learning and productivity.
11
- 12 B. The Board recognizes the Association for purposes of collective negotiation as the exclusive
13 representative of a unit consisting of all social workers employed by the Board and all certificated
14 employees including soft money employees of the Portland School System, excluding certificated,
15 non-represented administrative personnel, and other non-represented personnel, and any other
16 employee holding a position in another bargaining unit.
17
- 18 C. Unless otherwise expressly provided or clearly indicated by the context, the word "educators" when
19 used in this Agreement shall mean all certificated employees represented by the Association in the
20 negotiating unit described above. However, the word "educators" shall not include (1) evening school
21 personnel while acting as such, (2) summer school personnel while acting as such, and (3) personnel
22 employed in a capacity or in any program which is not usually or typically associated with the regular
23 school year program or after school "extra-curricular" programs, while acting as such. But such
24 excluded personnel will have the right to request assistance from the Association in cases affecting
25 their employment as regular educators.
26
- 27 D. Despite reference in this Agreement to the Board or the Association as such, each reserves the right
28 to act hereunder by committee, which committee will not exceed nine (9) in number, individual
29 member, or designated representative, whether or not a member. Each party will provide to the other,
30 upon request, a written statement indicating the person or persons authorized to act in its behalf at
31 any particular point in time.
32
- 33 E. During the term of this Agreement, if an issue arises pertaining to bargaining unit placement that
34 the Association and the Board cannot agree upon, then either party may petition the Maine Labor
35 Relations Board in accordance with its rules and procedures to determine whether the position
36 should be included or excluded from this bargaining unit.
37

1
2
3 **ARTICLE 2: DEFINITIONS**

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

- 7 A. BOARD - The Board of Education of the City of Portland. Said Board may act through its
8 Chairperson, any committee thereof, its Superintendent or any other representative authorized to act
9 for it in any particular situation or class of situations.
- 10
11 B. ASSOCIATION - The Portland Education Association. Said Association may act through its
12 President or any committee thereof or any other representative authorized to act for it in any
13 particular situation or class of situations.
- 14
15 C. SUPERINTENDENT - The Superintendent of the Portland School System, a Director or any other
16 person whom the Superintendent specifically designates to act for her/him in any particular situation
17 or class of situations.
- 18
19 D. PRINCIPAL - A Principal of an Elementary, Middle or High School including the Directors of
20 WEST, PATHS and Adult Education.
- 21
22 E. ASSISTANT PRINCIPAL - An Assistant Principal of an Elementary, Middle, or High School
23 including the Assistant Director of PATHS.
- 24
25 F. EDUCATOR - A certified employee or Social Worker of the Portland School System represented in
26 the bargaining unit in Article 1, Section B defined and as described in Article 1, Section C.
- 27
28 G. DAYS - All days shall be considered educator work days unless otherwise specified.
- 29
30 H. BENEFIT ELIGIBILITY - Any educator offered a contract for any portion of a school year shall be
31 eligible for fringe benefits as contained in this contract, provided, however, that benefits for part-time
32 educators shall be prorated, based upon the percentage of full-time equivalency as set forth in the
33 educators' individual teaching contract. Educators commencing employment after August 31, 1998
34 who are employed less than half time shall not be eligible for benefits.
- 35

36 **ARTICLE 3: MANAGEMENT RIGHTS**

37
38 Except as otherwise specifically provided in this Agreement, or otherwise specifically agreed to in writing
39 between the parties, the determination of educational policy, the operation and management of the schools
40 and the control, supervision and direction of the educators are vested exclusively in the Board .
41

1 **ARTICLE 4: EDUCATOR RIGHTS**

2
3 **Preamble**

4
5 Portland Public Schools and the Portland Education Association are committed to effective and
6 clear communication between administrators and educators in a safe and respectful work
7 environment. If, in the course of a meeting between an educator and an administrator, it becomes
8 apparent that there may be performance concerns with the educator, the meeting will be
9 rescheduled and a formal process as outlined in Section D below will be followed.

- 10
11 A. All educators employed by the Board shall have the right to become members of the Association or
12 to refrain from doing so. No educator shall be favored or discriminated against by either the Board or
13 the Association because of her/his membership or non-membership in the Association or for
14 engaging in Association activities not barred by this agreement or by law.
15
16 B. The Board and the Association agree that neither shall discriminate against any educator, whether or
17 not a member of the Association, on the basis of race, creed, color, national origin, age, sex,
18 disability, sexual orientation, or marital status. A complaint as to such bias on the part of the Board
19 may be processed under the grievance procedure set forth in Article 9, Section A, Subsection 1 and 2,
20 or may be taken to the Affirmative Action Officer under the Affirmative Action plan currently in
21 force.
22
23 C. No educator shall be disciplined, reprimanded, or reduced in rank or compensation without just
24 cause, and no educator on continuing contract shall be dismissed, or deprived of any professional
25 advantage or have her/his contract non-renewed without just cause.
26

27 The Board may dismiss or non-renew an educator who, although possessed of the requisite
28 certificate, proves unfit to teach or whose services the Board deems unprofitable to the school system
29 within the meaning of 20-A M.R.S.A. §13202. Dismissals and non-renewals of continuing contract
30 educators shall be governed by the procedure set forth in Section D of this Article and the pertinent
31 provisions of Article 9 Disciplinary actions shall be subject to the Conflict Resolution Procedure as
32 set forth in Article 9.
33

- 34 D. When there is a disciplinary/employment issue that needs to be discussed with an educator, the
35 following procedures will be followed:
36
37 1. The Administrator will give the educator written notice that they need to meet unless the
38 matter is of an urgent/emergency nature i.e., a criminal matter, an ethical issue, an
39 allegation of misconduct involving a student or another employee, an allegation that the
40 educator is under the influence of drugs or alcohol, a safety issue, etc.
41 2. The notice will state the purpose of the meeting to the extent possible without revealing
42 any sensitive and/or confidential information.
43 3. The notice will inform the educator that this meeting is an investigatory interview and that
44 the educator may request union representation if the educator reasonably believes that the
45 meeting might result in disciplinary action and will allow up to 48 hours for the educator
46 to get representation.
47 4. At the outset of such meeting, the Administrator will provide the educator with a clear and
48 detailed statement of the issues to be addressed with any supporting evidence available at
49 the time of the meeting.

- 1 5. It is understood that an educator may not always be able to immediately respond to the
2 issue that were raised during the meeting. Follow-up meetings may be scheduled as
3 appropriate to the particular circumstances.
4 6. It is understood between the parties that nothing in Paragraph D precludes an administrator
5 from meeting with an educator for the purpose of placing him/her on paid leave while a
6 matter is investigated.
7

8 E. Dismissal and Non-renewal Procedure:
9

10 1. Dismissals
11

12 If an educator on continuing contract is subject to possible dismissal by the Board, the
13 Superintendent shall notify the educator of the pending charges in writing. The
14 Superintendent may meet with the educator prior to any hearing on the dismissal to discuss
15 the reasons for the pending dismissal. The educator shall be entitled to have a representative
16 of the Association present during such a meeting.
17

18 Within five days of notice of a pending dismissal hearing, the educator shall notify the
19 Superintendent in writing whether she/he intends to elect the arbitration procedure under
20 Section D, Subsection 4 and Article 9 or other review of the Board's decision, should any
21 further review be sought. An election by the educator not to pursue arbitration shall be signed
22 by the educator and shall be binding upon the educator and the Association.
23

24 If arbitration is elected and if the Association subsequently decides not to proceed to
25 arbitration or withdraws from arbitration, the Board shall be held harmless from any claim
26 arising there from, unless legal fraud or collusion between the Board and Association is
27 proved.
28

29 Any effort by the educator or the Association to invoke judicial or statutory review of a
30 dismissal decision at any time after arbitration has been invoked shall result in the
31 Association's bearing the full expense of said arbitration.
32

33 The dismissal of a probationary educator shall not be governed by this agreement, but by the
34 provisions of applicable law, and is not subject to grievance or arbitration.
35

36 In the case of a suspension without pay pending dismissal of a continuing contract educator,
37 the dismissal hearing shall be held no later than fourteen (14) days after the commencement
38 of such suspension, except in instances when a reasonable extension is requested by the
39 educator, the Superintendent or the Board, or when criminal proceedings pertaining to the
40 matter giving rise to the suspensions are pending or imminent. If an educator is dismissed,
41 she/he shall not be entitled to receive any salary for time not actually worked. If the educator
42 is not dismissed, she/he shall be entitled to receive her/his regular salary for the period of
43 suspension, except as it may be reduced as a disciplinary measure relating to the charges.
44

45 2. Non-renewals
46

47 If the continuing contract of an educator of that status is recommended by the Superintendent
48 for non-renewal, the educator shall be notified in writing prior to March 1. Within 15 calendar
49 days, the educator may request written reasons for the non-renewal recommendation and/or a

1 hearing before the Board. At the same time, the educator must notify the Superintendent in
2 writing whether she/he elects the arbitration procedure under Section D, Subsection 4 and
3 Article 9 or other review available to her/him should any review be sought of the Board's
4 non-renewal decision. An election not to pursue arbitration shall be signed by the educator
5 and shall be binding upon the educator and the Association. If arbitration is elected and if the
6 Association subsequently decides not to proceed to arbitration or withdraws from arbitration,
7 the Board shall be held harmless from any claim arising there from unless legal fraud or
8 collusion between the Board and the Association is proved.
9

10 Any effort by the educator or the Association to invoke judicial or other statutory review of a
11 non-renewal decision at any time after arbitration has been invoked will result in the
12 Association's bearing the full expense of said arbitration. The failure to reappoint a
13 probationary educator shall not be governed by this agreement but by the provisions of
14 applicable law and is not subject to grievance or arbitration.
15

16 3. Hearing Procedures
17

18 In any hearing before the Board on a dismissal or non-renewal the educator shall have the
19 right to be represented by a representative of the Association and/or by counsel.
20

21 The Board and the Association shall share equally the costs of any transcript of a hearing
22 before the Board, if the educator has elected to proceed to arbitration.
23

24 4. Arbitration on Dismissals and Non-renewals
25

26 In any arbitration properly invoked on a dismissal or non-renewal the arbitrator shall
27 determine whether the Board based its decision upon substantial evidence. She/he shall not
28 substitute her/his judgment for the Board if she/he finds that, on the evidence presented,
29 a reasonable person in the prudent conduct of her/his affairs could have come to the decision
30 reached by the Board and if no proof of disparate or discriminatory action is made. The
31 arbitrator shall have the authority to revoke or modify the decision of the Board on dismissals
32 or non-renewals only if she/he finds that the decision was not based on the evidence before it
33 and/or was arbitrary, capricious or discriminatory. "Discriminatory" treatment shall be proved
34 if persons in provable and demonstrated similar positions were treated differently for
35 provable and demonstrated similar actions or omissions.
36

37 F. Reduction in Force:
38

39 1. Seniority Determination
40

41 Prior to December 15 of each school year, the Superintendent or his/her designee shall
42 provide to the Association a list of all educators in the bargaining unit. The educators shall be
43 listed in their appropriate impact areas according to seniority. Seniority shall be calculated by
44 computing the length of continuous employment in the bargaining unit. When two or more
45 educators have the same length of continuous employment, the educator or educators with the
46 greater or greatest total length of employment in the bargaining unit shall be deemed to have
47 the greater or greatest seniority. When two or more educators have the same length of total
48 employment in the bargaining unit, the educator or educators with the greater or greatest total
49 teaching experience shall be deemed to have the greater or greatest seniority. Leaves of

1 absence taken pursuant to the Agreement shall not be considered a break in continuous
2 employment. However, the period of time spent on unpaid leave of absence shall not be
3 counted in the computation of seniority. The period of time spent on layoff and subject to
4 recall shall be counted in the computation of seniority.
5

6 2. Impact Areas: The following impact areas shall be used in #(1) above:
7

8 Adult Education
9

10 PATHS

11 Architectural Drafting	11 Graphic Arts
12 Auto Collision	12 Health Occupations
13 Automotive Technology	13 Horticulture
14 Bio-Technology	14 Machine Technology
15 Carpentry	15 Masonry
16 Commercial Arts	16 PATHS Program Coordinator
17 Computer Technology	17 Plumbing
18 Culinary Concepts	18 Rec/Marine Repair
19 Early Childhood Occupations	19 Video Technology
20 Electricity/Alternate Energy	20 Vocational Arts Dance
21 Fashion Merchandising	21 Vocational Arts Music
22 General Trades	22 Welding

23
24 GENERAL

25 Alternative Credit Option	25 Librarian
26 Art K-12	26 Math 9-12
27 Computer Educator	27 Core Subjects 6-8
28 Music	28 ESOL
29 Physical Education	29 Elementary K-5
30 Pre-School Educator	30 English 9-12
31 Gifted K-8	31 Science 9-12
32 Guidance	32 School Nurse
33 Health K-12	33 Social Studies 9-12
34 Family and Consumer Science	34 Social Worker
35 World Languages K-12	35 Technology Education 6-12

36
37 SPECIAL SERVICES

38 SP/Lang. Therapist	38 Physical Therapists
39 Special Education	39 Psychological Examiners
40 Occupational Therapist	

41
42 Educators who teach in more than one of these impact areas listed above will be listed in the
43 impact area in which they spend the most periods in the regular day. The Board has the right to
44 establish and add a new impact area for any new program, which does not fit into an existing
45 area (e.g. a new trade area or a new interdisciplinary area).
46

47 3. Procedure - Notice
48

49 a. If the Board is contemplating the elimination of any bargaining unit positions, it (or its

1 designee) will notify the Association. The Board (or its designee) will meet and consult
2 with the Association prior to a decision to eliminate any bargaining unit positions.
3

4 b. Not later than 10 days after the Board determines that a reduction in the bargaining unit
5 positions shall occur, it shall send to the Association a list of the affected impact areas
6 and the positions to be eliminated.
7

8 c. The Board shall also give the Association a similar 10 days' notice of the elimination of
9 both extra-curricular and stipend/differential positions. Before terminating a specific
10 educator under this paragraph, representatives of the Association will be given an
11 opportunity to meet with the Superintendent or his representative to consult with and
12 make recommendations concerning individual terminations.
13

14 4. Layoff

15
16 a. The least senior educator in an impact area shall be laid off except as subsequently
17 modified hereafter:
18

19 The least senior educator in an impact area may be retained and a more senior educator
20 laid off when:
21

22 (i) The least senior educator has more qualifications and more ability than a more
23 senior educator relative to the programs to be offered. Such comparison shall be
24 made in the inverse order of seniority. In such instance, the first educator who
25 has fewer qualifications and abilities than the least senior educator shall be the
26 educator laid off or
27

28 (ii) The least senior educator holds a differential or extracurricular position that no
29 educator in the impact area is both qualified and willing to fill.
30

31 b. Qualifications and abilities referred to in (i) above shall be determined by teacher
32 effectiveness ratings as of 2015-2016, certification, training (non-degree study in
33 courses, workshops, etc.) which meets the program need in the impact area, advanced
34 degrees in the program need area, and experience (within or outside the system) in the
35 positions to be filled.
36

37 c. Qualifications and abilities referred to in (ii) above shall be determined by any of the
38 following: experience, skills, training, management ability, supervisory ability,
39 interpersonal skills, motivational skills, organization, knowledge of the activity, and
40 judgment.
41

42 d. The application of abilities and qualifications referred to in c above shall be determined
43 by the Board and shall not be subject to review except for arbitrary or capricious action.
44

45 5. Recall

46
47 a. Any continuing contract educator laid off shall retain the right to recall to the first
48 available position(s) within the educator's impact area at the time of layoff, prior to the
49 employment of outside candidates. Recall rights shall terminate at the end of 15 months

1 after the educator goes off the payroll, or ten days after the educator receives notice of
2 an available position, whichever occurs first. Recall shall be by registered letter to the
3 educator's last known mailing address. The educator shall respond to such notice by
4 registered mail within 10 days of receipt. It shall be the employee's responsibility to
5 notify the Superintendent's Office by registered mail of her/his current mailing address.
6 Failure to respond in a timely fashion shall be considered forfeiture of the offer. Recall
7 shall be in the inverse order of layoff.
8

9 G. Academic Freedom:

10 Educators may discuss material on which a clear consensus of opinion does not exist, provided that (1)
11 the material is directly related to the curriculum content and (2) a conscientious effort is made to
12 present the many sides of an issue.
13

14
15 H. Nothing contained herein shall be construed to deny or restrict any rights an educator may have under
16 the statutes of the State of Maine. Nor shall anything contained herein be construed to deny or restrict
17 rights granted to the Board under the statutes of the State of Maine or the Charter of the City of
18 Portland.
19

20 **ARTICLE 5: SAVINGS CLAUSE**

21
22 A. If any provision of this Agreement or any application thereof to any educator or group of educators is
23 found contrary to law, then such provision or application will be valid and subsisting only to the extent
24 permitted by law, but all other provisions or applications will continue in full force and effect. The
25 parties will meet not later than ten (10) days after any such holding for the purpose of renegotiating the
26 provision or provisions affected.
27

28 **ARTICLE 6: ASSOCIATION RIGHTS AND PRIVILEGES**

29
30 A. Association Release Time

- 31
- 32 1. The President of the Association shall be entitled to a full-time leave of absence for the
33 duration of the President's term without loss of benefits, salary step or scale. The President
34 will be assigned a home school
35
 - 36 2. The President of the Association shall be permitted access to school buildings to conduct
37 Association business.
38
 - 39 3. The Association shall reimburse the Board for one-quarter (1/4) the cost of the President's
40 salary.
41
 - 42 4. The Association shall reimburse the Board for additional release time for Association
43 Leadership.
44
 - 45 5. If legislation is enacted that impacts the current method of determining the employer's
46 retirement contribution paid by the Maine State Retirement System pertaining to an educator
47 who is on a leave of absence pursuant to this section, then the Board agrees to reopen this
48 Section A to negotiate the impact of said legislative change.
49

- 1 B. The Board agrees to furnish to the President of the Association electronic copies of the following:
2
3 1. The annual school department final budget and audit within a reasonable period of time after
4 their availability.
5
6 2. The agendas with supporting information and minutes of all official public Board meetings.
7
8 3. Any reports of the Superintendent or others to the Board, if such reports are officially released
9 to the public news media by either the Superintendent or the Board.
10
- 11 C. The Board agrees to furnish to the President of the Association at her/his written request:
12
13 1. School census data, when available.
14
15 2. Any other readily available non-confidential data to assist the Association in the fulfillment of
16 its professional responsibilities.
17
18 3. The Board agrees to prepare and make available in each building an annual register of School
19 Department personnel. The Board will provide electronic copies to the Association. Educators
20 on an as-needed basis may request a copy from the Human Resources Department.
21
22 4. The Board agrees to furnish the Association with electronic copies of all Board policies and
23 administrative or accounting bulletins within a reasonable period of time after their availability.
24
- 25 D. Whenever any representative of the Association or any educator is scheduled by the Board, or
26 approved by the Superintendent, to participate during working hours in negotiations, grievance
27 proceedings, conferences, or meetings, she/he shall suffer no loss in pay.
28
- 29 E. Except as provided in Section D above, no educator shall engage in any Association activity during the
30 time she/he is assigned to teaching or any other duty provided that representatives of the Association,
31 the Maine Education Association and the National Education Association shall be permitted to confer
32 with educators on school property at all times, when this does not interfere with or interrupt normal
33 school operation and after informing the appropriate principal of her/his intention to confer.
34
- 35 F. The Association and its representatives shall have the right to use school buildings at all reasonable
36 hours for meetings. Upon reasonable advance notice of the time and place of such meetings, the
37 principal shall permit the holding of such meetings except in cases when previously scheduled for
38 another event. The Association shall reimburse the Board for any extra labor costs required for such
39 meetings.
40
- 41 G. The Association shall have the right to make reasonable use of school equipment, such as typewriters,
42 computers, duplicating equipment, calculating machines, and audio-visual equipment at reasonable
43 times and when such equipment is not otherwise in use. The Association shall reimburse the Board for
44 the reasonable cost of all materials and supplies incident to such use.
45
- 46 H. The Board shall permit the use of faculty lounge bulletin boards by the Association for the posting of
47 notices relating to Association business.
48
49

- 1 I. The Association will be involved in designing and implementing orientation programs for new
2 educators.
- 3
- 4 J. The Association may make recommendations for the school calendar each year. The Board or its
5 designee shall meet and consult with the Association for the purpose of providing meaningful input
6 from educators into the development of the subsequent year calendar.
- 7
- 8 K. If at any time during the term of this contract the Board shall contract or subcontract out any services
9 performed by the educators hereunder, the Board agrees that any educator whose duties may thereby be
10 reduced or terminated shall be considered for employment by such contractor or subcontractor
11 provided that such contractor or subcontractor agrees in such contract or subcontract to permit such
12 consideration. Upon the completion or termination of the contract or subcontract, the Board agrees that
13 any such educator who has been in the continuous employment of such contractor during the entire
14 term of such contract or subcontract shall be reinstated in a teaching position and for the purpose of
15 determining been continuously employed by the Board while she/he was working for said contractor or
16 subcontractor. Whenever contract conditions permit or should the Board develop its own contract, the
17 Association will have an opportunity to bid to provide services as outlined under the conditions of said
18 contract specifications.
- 19
- 20 L. The Association may use the inter-school mail and delivery system provided that the Association
21 agrees to hold the Board harmless pertaining to the Association's obligation to comply with the U.S.
22 Postal Service rules and regulations concerning such use. The Association may use the e-mail system
23 to the extent that it does not interfere with school business and consistent with the Board's policy and
24 rules on employee computer and internet uses (GCSA and GCSA-R).
- 25

26 **ARTICLE 7: STRIKES AND SANCTIONS**

27

- 28 A. During the term of this Agreement, the Association, its officers, agents and members will not cause,
29 sponsor, support, encourage or engage in any strikes, slow-downs, sanctions, professional alerts
30 (so-called), or any other activity that might interfere with the normal operation of schools by the Board
31 , and will not cause, sponsor, encourage or request the imposition by others of sanctions, professional
32 alerts (so-called), or any other activities that might interfere with the normal operation of schools by
33 the Board . If sanctions, professional alerts, or any other activities that might interfere with the normal
34 operation of schools are imposed by other parties, the Association will promptly and publicly request
35 such other parties to cease such conduct immediately. There shall be no lockouts for the duration of
36 this Agreement.
- 37

38 **ARTICLE 8: FLEXIBLE BENEFITS PLAN**

39

40 Educators will receive "Benefit Dollars" in an amount determined in accordance with the provisions of
41 Section A. Under the Flexible Benefits Plan adopted by the Board, Benefit Dollars may be used as set
42 forth in the "Benefit Options" described in Section B. Domestic partners of employees will receive the
43 same health and fringe benefits as spouses of employees as provided in City of Portland Ordinances,
44 Chapter 13.6 and PPS policies.

45

46 A. **BENEFIT DOLLARS**

47

48 The Benefit Dollars available to an Educator will equal the total of (1) the cost of single subscriber,
49 Securian Dental Plan, and (2) the amount toward Anthem Blue Cross/Blue Shield Health Insurance,

1 Choice Plus Plan or Standard Plan, determined under the following provisions:
2

3 1. Single or adult with child(ren) coverage: .
4

5 2014-2015: 100% Choice Plus premium rate
6

7 2015-2016: 100% of the 2014-2015 Choice Plus premium rate plus the cost of any annual premium
8 rate increase up to 3%.
9

10 2. Two Person
11

12 2014-2015 100% of Choice Plus Single Premium Rate
13

14 2015-2016:
15

16 For educators with Two Person coverage in 2014-2015 as of the effective date of this
17 agreement: 100% of the 2014-2015 Choice Plus Adult with Child premium rate plus the cost
18 of any annual premium rate increase up to 3%.
19

20 For educators without Two Person coverage in 2014-2015 as of the effective date of this
21 agreement: 100% of the 2014-2015 Choice Plus Single premium rate plus the cost of any
22 annual premium rate increase up to 3%.
23

24 3. Full Family
25

26 2014-2015 100% of Choice Plus Adult With
27 Child Premium Rate
28

29 2015-2016: 100% of the 2014-2015 Choice Plus Adult with Child premium rate plus the cost
30 of any annual premium rate increase up to 3%.
31

32 4. Educators, other than those described in Subsection 5 below, who elect not to receive
33 medical insurance, will not receive Benefit Dollars based on medical insurance. (They will,
34 however, receive benefit dollars in an amount equal to the cost of single subscriber,
35 Securian Dental Plan, whether or not they elect to receive dental insurance.)
36

37 5. In order to receive Benefit Dollars based on Two Person or Family status under the above,
38 the employee must provide evidence to the Board that his/her spouse/domestic partner is
39 not eligible to receive insurance through his/her employment and must notify the Board of
40 any changes to the spouse's/domestic partner's eligibility. The form of such evidence shall
41 be determined by the Board. Any allocation or payment of benefit dollars found to have
42 been improperly made shall be deducted from the employee's pay according to a mutually
43 agreed schedule that does not extend beyond the end of the contract year.
44

45 A spouse/domestic partner who is eligible for health insurance benefits through his or her
46 own employer but chooses through a cafeteria plan to apply dollars to other than health
47 insurance benefits is considered eligible for health insurance through his/her employer.
48

1 An employee whose spouse/domestic partner is self-employed who in turn employs other
2 employees who are entitled to health insurance but has declined for him or herself is
3 considered eligible for health insurance through his/her employer. An employee whose
4 spouse/domestic partner is self-employed and may access insurance through a group
5 insurance provider or trade association is considered eligible for it through his/her
6 employer.
7

8 6. Educators who were participating in the Board's medical insurance program prior to
9 September 1, 1993, and who subsequently elected under the flexible benefits plan to reduce
10 coverage in exchange for a payment equal to one-half (1/2) of the amount saved by the Board,
11 will receive Benefits Dollars equal to one-half (1/2) of the amount for which they otherwise
12 would be eligible under the Standard Plan, as set out above.
13

14 7. Benefit Dollars shall be prorated for part-time Educators. Educators whose workdays are
15 reduced involuntarily shall continue to receive Benefit Dollars at the full-time level.
16

17 **B. BENEFIT OPTIONS**
18

19 Educators are eligible to participate in, and may apply Benefit Dollars towards the cost of, any of the
20 benefit options described below. Benefit elections must be made annually during a period selected by
21 the Board (the "Election Period"). During the Election Period, Educators may add, drop or change the
22 level of medical or dental insurance, change medical insurance plans, and change the amount of
23 contributions to medical and dependent care reimbursement accounts. Other than during the Election
24 Period, benefit elections may not be changed unless the employee has a change of family status or
25 other event, which permits an election change under the Internal Revenue Code.
26

27 1. Health Insurance
28

29 Educators may enroll in the MEA Benefits Trust Blue Cross/Blue Shield Standard Plan or
30 Choice Plus Plan. Premiums will be deducted from Benefit Dollars, to the extent available.
31 Any premiums not paid out of Benefit Dollars will be deducted from the Educator's pay on a
32 pre-tax basis, unless the Educator elects to have such amounts deducted on an after-tax basis.
33

34 2. Dental Insurance
35

36 Educators are eligible to receive dental insurance coverage. Educators may elect to receive
37 dependent coverage, single coverage or no coverage. Premiums will be deducted from Benefit
38 Dollars, to the extent available. Any premiums not paid out of Benefit Dollars will be deducted
39 from the Educator's pay on a pre-tax basis, unless the Educator elects to have such amounts
40 deducted on an after-tax basis.
41

42 3. Medical Reimbursement Accounts
43

44 Educators may elect to establish and make semi-monthly contributions to medical
45 reimbursement accounts. Such semi-monthly contributions may be no less than \$10.83 (\$260
46 annually) and may not exceed \$104.17 (\$2,500 annually). Contributions will be deducted from
47 Benefit Dollars, to the extent available. Any contributions not made out of Benefit Dollars will
48 be deducted from the Educator's pay on a pre-tax basis. Medical reimbursement accounts will
49 be managed by Maine School Management Association. Reimbursements from medical

1 reimbursement accounts will be governed by the Internal Revenue Code and the Portland
2 School Department Medical Care Reimbursement Plan.

3
4 4. Dependent Care Reimbursement Account

5
6 Educators may elect to establish and make semi-monthly contributions to dependent care
7 reimbursement accounts. Such semi-monthly contributions may be no less than \$30 (\$720
8 annually) and no more than \$208.33 (\$4,999.92 annually). Contributions will be deducted
9 from Benefit Dollars, to the extent available. Any contributions not made out of Benefit
10 Dollars will be deducted from the Educator's pay on a pre-tax basis. Dependent care
11 reimbursement accounts will be managed by Group Choice of Maine. Reimbursements from
12 dependent care reimbursement accounts will be governed by the Internal Revenue Code and
13 the Portland School Department Dependent Care Assistance Plan.

14
15 5. Taxable Income

16
17 Any Benefit Dollars not applied to one of the benefit options described above will be paid to
18 the Educator as taxable income.

19
20 C. The Board's participation in the Flexible Benefit Plan, as described in this Article, will be continued
21 for the ensuing policy summer quarter for an Educator resigning at the end of the school year.

22
23 D. Notwithstanding anything contained to the contrary herein, the Board reserves the right to institute a
24 new program of insurance providing benefits substantially equal or superior to those described above.

25
26 **ARTICLE 9: GRIEVANCE PROCEDURE**

27
28 A. "Grievance" as used in this Agreement, means a claim by an educator or group of educators that there is a
29 disagreement or dispute as to the interpretation, meaning or application of any provision of this Agreement,
30 except provisions expressly excluded from the grievance procedure contained in this Agreement.

31
32 B. Informal Level

33
34 The Board and the Association encourage problem solving between an educator and his/her supervisor. Any
35 educator who believes he/she has a grievance involving an interpretation or application of this agreement is
36 thus encouraged to try to resolve the matter informally with his/her supervisor before initiating the following
37 formal grievance procedure. The Association shall have the right to be present.

38
39 C. Formal Level

40
41 If the educator is unable to resolve the grievance informally, the educator may process a grievance as follows:

42
43 LEVEL ONE - PRINCIPAL/SUPERVISOR

44
45 The educator shall submit the details of such grievance to the appropriate Principal or Supervisor in writing on
46 the form attached hereto as Appendix I with a copy to Human Resources. Within ten (10) working days
47 thereafter, the appropriate administrator shall meet with the grievant and representatives of the Association for
48 the purpose of resolving the grievance. The appropriate administrator shall render his/her decision in writing
49 to grievant and the Association within ten (10) days after the meeting.

1
2 LEVEL TWO – SUPERINTENDENT
3

4 1. If such grievance is not resolved to the satisfaction of the grievant as a result of the procedure at the
5 Principal/Supervisor Level, the grievant may present such grievance in writing to the Superintendent within
6 ten (10) days after receipt of the Principal/Supervisor’s decision.
7

8 2. In the case of a grievance of a general nature and not related to a particular educator or a particular school,
9 the grievance shall be presented by the Association directly in writing to the Superintendent, without the
10 necessity of processing the grievance pursuant to the procedures at the lower level.
11

12 3. Within ten (10) days after the Superintendent receives the grievance, the Superintendent shall meet with the
13 grievant and the Association for the purpose of resolving such grievance. The Superintendent shall render the
14 decision in writing to grievant and Association within ten (10) days after the meeting.
15

16 LEVEL THREE – BOARD
17

18 If such grievance is not resolved to the satisfaction of the grievant at the Superintendent level, the grievant
19 may present such grievance in writing to the Board within ten (10) days after receipt of Superintendent’s
20 decision. Within ten (10) days after the receipt of the grievance or at the next regularly scheduled Board
21 meeting, whichever is later, the Board shall meet with the grievant and representatives of the Association for
22 the purpose of resolving the grievance. The Board shall, within ten (10) days after such meeting, render
23 its decision in writing to the grievant with a copy to the Association.
24

25 LEVEL FOUR – ARBITRATION
26

27 If such grievance is not resolved to the satisfaction of the Association at the Board level, the Association may
28 request arbitration of the grievance within ten (10) days after receipt of the written decision of the Board.
29 Within ten (10) days after such request, the Association and the Board shall select an arbitrator, but if they are
30 unable to agree on a selection, the Association shall file within ten (10) days a demand for arbitration with the
31 American Arbitration Association or any other mutually agreed upon arbitration organization. The arbitrator
32 shall be selected through the American Arbitration Association or alternative arbitration organization in
33 accordance with the rules and procedures of the applicable arbitration organization. The arbitrator shall fix a
34 time and a place at Portland, Maine for a hearing upon reasonable notice to each party. After such hearing, the
35 arbitrator shall promptly render a decision, which shall be binding upon both parties subject to judicial review
36 as permitted by law, but the arbitrator shall have no power to render a decision which adds to, subtracts from,
37 or modifies this agreement; the decision shall be confined to the meaning of the contract provision which gave
38 rise to the dispute. The arbitration proceeding will be conducted in accordance with the rules and procedures
39 of the American Arbitration Association. The cost for the services of the arbitrator, including his/her per diem
40 expenses, if any, and his/her actual and necessary travel and subsistence expenses, and the costs of a hearing
41 room and transcript, if any, will be shared equally by the Board and the Association. All other costs will be
42 paid by the party incurring them. If either party requests a transcript for its own use, then that party requesting
43 the transcript shall pay the costs of same.
44

45 D. Miscellaneous Provisions
46

- 47 1. The time limits for processing of grievances may be extended by written agreement of the parties.
48
49 2. A grievance must be commenced at Level One not later than Forty-Five (45) days after whichever

1 of the following first occurs:
2

- 3 a. Knowledge by the Association of the event giving rise to the grievance.
4
- 5 b. Effective September 1, 2015, knowledge by the educator concerned of the event giving rise to
6 the grievance.
7

8 3. In the event that a grievance is filed at such time that it cannot be processed through all the steps in
9 this grievance procedure by the end of the school work year and, if irreparable harm shall result to a
10 party in interest if it is left unresolved until the beginning of the following school work year, then the
11 parties shall make all reasonable efforts to reduce the time limits set forth herein so that the grievance
12 procedure may be exhausted prior to the end of the school work year or as soon thereafter as
13 practicable.
14

15 4. Without the consent of the Board and the Association, two or more grievances shall not be
16 submitted to the arbitrator at the same time.
17

18 5. The Superintendent, the Board, and the Association may designate representative(s) to act in their
19 place.
20

21 6. As herein used "days" shall mean educator workdays during the school year.
22

23 7. Grievance proceedings shall not be open to the public.
24
25

26 ARTICLE 10: WORK YEAR AND WORK DAY 27

- 28 A. Except as otherwise provided in Section B, the K-12 and adult educator work year shall consist of
29 not more than one hundred eighty-seven (187) days in 2014-2015 and not more than one hundred
30 eighty-three (183) days in 2015-2016. The School Counselor work year shall be one hundred ninety-
31 seven (197) days in 2014-2015 and one hundred ninety-three (193) days in 2015-2016. In the 183/187
32 day and 193/197 day contract year, two of the non-student days will not be placed in the school
33 calendar and will be used for parent conferencing outside the normal work day. One (1) of the first
34 two (2) workdays and the last workday for educators will be for educator preparation.
35
- 36 B. Any educator required to work in addition to the regular work year set forth in Section A above and in
37 excess of the educator work year shall be paid at a salary rate computed by dividing the individual's
38 regular annual salary excluding differential payment, in 2014-2015 by 187 days divided by six and
39 one-half (6.5) hours times the number of hours worked for educators covered by this contract and in
40 2015-2016 by 183 days divided by seven and one-half (7.5) hours times the number of hours worked
41 for educators covered by this contract.
42
- 43 C. Educators shall be permitted to leave the building during any scheduled duty-free lunch period,
44 provided that they first sign out with the school office. Educators shall have similar rights under the
45 same conditions with respect to so-called planning periods but only in the event of emergency personal
46 business or necessary school related business.
47
- 48 D. The individual educator's classroom day will not be "staggered" (e.g. 8 a.m. to 12 a.m. and 3 p.m. to 5
49 p.m.) except when essential for curriculum scheduling.

1
2 E. In 2014-2015, the start of the workday for educators for the school year will be as follows:

- 3
4 1. Elementary - 8:35 AM
5
6 2. Middle School - 8:05 AM
7
8 3. High School - 7:40 AM
9
10 4. PATHS – 7:40 AM
11

12 In 2015-2016, educators will report to school 15 minutes before the start of the student day.

13
14 During 2014-2015, each school leadership team (consisting of school administrators and educators)
15 will develop a schedule (detailing the subject matter with connection to building/district goals), with
16 input from the school's educators, for the use of an additional 180 minutes per week which will
17 include, but not be limited to, the following: student make-up assistance, monthly faculty meeting,
18 curriculum meetings, and professional development, including district directed professional learning
19 and district educator meetings. That schedule, along with a description of the collaborative processes
20 used to develop that schedule, will be submitted by each school leadership team to the Superintendent
21 for approval by April 1. The Superintendent may return the schedule to the school leadership team for
22 revision. The schedule will be implemented in the 2015-2016 school year.
23

24 The issue of scheduling the student day is understood by both parties to be a matter of educational
25 policy, subject to change at the discretion of the Board although subject to a meet and consult
26 requirement. Any district proposals for a differentiated calendar will be subject to a meet and consult
27 requirement. The Association reserves the right to bargain the impact of any change. This paragraph
28 does not constitute a contractual obligation on the part of the Board and shall not be subject to the
29 grievance procedure contained in this contract.
30

31 F. Whenever practicable, secondary school educators will have a lunch period free from supervisory
32 responsibilities. Elementary school educators will have a one-half (1/2) hour duty free lunch period
33 each day.
34

35 G. Conferences requested by parents will be scheduled at the professional discretion of the educator. If the
36 educator does not fulfill this responsibility, such conferences shall be arranged by the principal and the
37 principal shall inform the educator of the time of such conferences.
38

39 H. In the event the Board extends the length of the educators' total in-school workday at any school, the
40 Board agrees to negotiate with the Association concerning the effect of such extension on the wages,
41 hours, and working conditions of the educators at such school.
42
43

44 **ARTICLE 11: NON-EDUCATOR DUTIES**

45
46 A. During the term of this Agreement, educators shall not be required to perform the following duties:

- 47
48 1. Student banking
49

1 B. In order to advance a step on the professional learning based salary scale, an educator must work at
2 least one (1) day more than the one half (1/2) of the annual educator work year. Part-time
3 educators' total work time must be equivalent to one half (1/2) of the full time educators' work
4 year. All paid time away from the job, e.g. paid sick leave, personal leave, sabbatical leave,
5 bereavement leave, shall be counted as workdays. All unpaid time away from the job, e.g. unpaid
6 sick and personal leave days used in excess of those granted by the Collective Bargaining
7 Agreement, shall not be counted as workdays. Payments in an unrelated job classification shall
8 not be counted as workdays. For part-time educators, only those days worked within one school
9 year will be counted in the calculation to determine step movement.

10
11 C. Advancing one salary lane on the Professional Learning Based Salary Scale

- 12 1. To advance one salary lane on the Professional Learning Based Salary Scale, educators
13 must accumulate 225 approved salary contact hours defined as follows:
- 14 a. University /College credits (one credit equals 15 SCH).
15 Continuing Education Units (CEU) (one unit equals 10 SCH).
16 PPS and PEA designed and approved contact hours.
17 Individual proposed and approved contact hours.
 - 18
 - 19 b. Eligible university/college credits and CEUs are those that are related to student
20 learning and educator practice.
 - 21
 - 22 c. See Appendix B for examples of the types of learning projects that could be
23 considered for salary contact hours.
 - 24
- 25 2. Educators may accrue salary contact hours from their date of hire forward, but are not
26 eligible to change lanes for a period of four years. Once a lane change has been made, a
27 minimum of four years must pass before the next lane change.
- 28
- 29 3. The maximum number of salary contact hours granted for any one proposal is 60, except
30 for National Board Teacher Certification (225), PPS and PEA designed and offered courses
31 of study, and college courses.
- 32
- 33 4. The following process applies to submission of salary contact hour proposals:
- 34
 - 35 a. Proposals to earn salary contact hours will be submitted to the Superintendent or
36 designee on the appropriate form.
 - 37 b. The Superintendent or designee will refer the proposal to the PLBSS Proposal
38 Review Team. The Team will be composed of 3 educator appointments made by
39 the President of the Association and 2 administrative appointments made by the
40 Superintendent. The PLBSS Proposal Review Team will review proposals for rigor
41 and applicability to student learning and educator practice. PRT decisions require
42 consensus and will be referred to the Superintendent or designee for approval or
43 denial.
 - 44 c. If a proposal is denied, the educator may revise the proposal and resubmit as a new
45 proposal or the educator may appeal the denial to the Proposal Appeal Panel. The
46 Panel will be composed of 3 educator appointments by the President of the
47 Association and 3 administrative appointments by the Superintendent, none of
48 whom are members of the PLBSS Proposal Review Team. The Proposal Appeal
49 Panel will review proposals and submit a recommendation for approval or denial to

1 the Superintendent or designee whose decision will be final and is not subject to
2 grievance or arbitration.

- 3 d. Lane changes may be made only on September 1st of each year. In order to change
4 lanes, the educator, in the year prior to the lane change, must submit proposals for
5 any salary contact hours to be used toward the lane change by October 1st and
6 document all hours to be used toward the lane change by January 10th. These
7 deadlines are established to align lane change determination with district budget
8 development.
9

- 10 5. Agreements between the PPS and the PEA have been and will continue to be made
11 regarding Salary Contact Hour proposals and Lane Changes (maximum number of hours
12 for certain types of proposals, repeat proposals, activities not eligible because they are
13 considered professional responsibility or paid work, etc.).
14

- 15 a. A list of these agreements is attached hereto in Appendix B and is also available in
16 the office of the Chief Academic Officer.
17 b. Any changes to these agreements will be made by the Living Contract Committee.
18 c. Any professional learning activity for which an educator would like to make a SCH
19 proposal, which activity begins on or before August 31, 2011, must be submitted as
20 a proposal on the PLBSS by September 15, 2011 or it will not be eligible for SCH.
21 d. Because of the unique needs of the PPS student population, the district
22 administration has an interest in directing some of the professional learning of
23 educators. Therefore, any educator requesting to make a Lane Change on
24 September 1, 2013 or thereafter must provide documentation of the successful
25 completion of one 3 credit university/college course OR one PPS and PEA course
26 designed by the District Professional Learning Committee (see Article 19) OR other
27 PPS approved trainings in ONE of the following areas of need: English as a
28 Second Language, poverty, adolescent literacy, early childhood education, special
29 education, race/bias/equity, or technology. The course must have been taken within
30 FIVE years of the lane change date. This course will not be eligible for SCH unless
31 it was proposed and submitted to the PLBSS according to the guidelines.
32

33 D. Experience Credit for Teaching

34 Educators entering employment of the Board for the first time and educators returning to the
35 employment of the Board shall receive full experience credit for full-time teaching experiences up to
36 the maximum step of the Experience Based Salary Schedule before being placed on the appropriate
37 salary level on the Professional Learning Based Salary Schedule.
38

39 E. Experience Credit for Outside Teaching Service
40

- 41 1. An educator with immediately prior teaching experience in the Portland School System, upon
42 her/his immediate return to the system, shall receive one (1) full experience credit up to a
43 maximum of two (2) years for appropriate teaching service, in the Peace Corps, VISTA, or
44 National Educators Training Corps work and also for time spent on a Fulbright Scholarship
45 and two (2) full experience credits up to a maximum of four (4) years for time spent as a result
46 of being drafted under the Selective Service system, call up of reserves, or as a call of
47 enlistment in any of the Armed Services in time of national emergency. Previously
48 accumulated, unused sick leave days will be restored upon return to regular employment with
49 the Board.

- 1
2
3
4
5
6
7
8
9
2. To be eligible for benefits provided under this Section B, educators must indicate in writing to the Superintendent their intention to apply for the Peace Corps, VISTA, National Educators Training Corps, or Fulbright Scholarship no later than November 1, of the school year preceding taking up such service and must make such application no later than February 1 and shall also complete said school year and shall also notify the Office of the Superintendent prior to April 1 of the school year whether her/his application has been accepted and whether she/he will leave at the end of the school year.
 3. To be eligible for the benefits conferred by this Section B, a draftee or enlistee must give the Office of the Superintendent prompt notice of all changes in her/his draft status and also prompt notice of calls for physical examinations and of the time set for her/his induction and/or notice of her/his intention to enlist as soon as she/he reaches such a decision.
 4. The Superintendent may waive any of the aforementioned time limits.

10
11
12
13
14
15
16
17 F. Non-teaching Work Experience

- 18
19
20
21
22
23
1. The Superintendent may use work experience in conjunction with teaching experience in establishing the appropriate step on the salary scale when such work experience is relevant to the subject being taught and can contribute to career information to students provided said experience is equitably applied.

24 G. Newly hired educators

- 25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
1. The parties agree to maintain an Experienced Based Salary Schedule to be used as the basis for determining entry-level salaries.
 2. A two-step process will be used to place educators on the Professional Learning Based Salary Schedule.
 - a. Each educator will first be placed on the Experience Based Salary Schedule for that contract year in accordance with the requirements in Paragraph B above. In order to advance on the experience scale of the salary schedule, an educator must work at least one (1) day more than one half (1/2) of the annual educator work year -- (part-time employees' total work time must be equivalent to one half (1/2) of the full-time educators' work year). All paid time away from the job, e.g. paid sick leave, personal leave, sabbatical leave, funeral leave, shall be counted as workdays. All unpaid time away from the job, e.g. unpaid personal and sick leave days used in excess of those granted by the Collective Bargaining Agreement, shall not be counted as work days. Payments in an unrelated job classification shall not be counted as workdays. For part-time employees, only those days worked within one school year will be counted in the calculation to determine step movement.
 - b. Each educator will then be placed on the Professional Learning Salary Schedule on the lane and step with the salary identical/or next highest to the salary he/she would have made on the Experience Based Salary Schedule. If that salary lane would place an educator at step 6 or lower, that is the step and salary. If that placement is above step 6, the educator moves to the step with the next highest salary in the lane immediately to the right.

- c. Vocational Educator
 - i. The following requirements shall apply to those educators who are required to hold a valid Vocational Certificate.
 - ii. Educators of Vocational-Technical courses shall have a minimum of three years of occupational experience in the occupational area concerned.
 - iii. Vocational educators shall be placed on the Experience Based Scale for initial salary determination based on the following:
 - Vocational Certification - paid on the Bachelors scale
 - Bachelors Degree - paid on the Masters scale
 - Masters Degree - paid on the Masters Intermediate scale
- d. Placement on Masters Intermediate Scale for initial salary determination:
 - i. Placement on the Masters Intermediate scale shall be only through an approved planned program;
 - ii. Leading to a doctoral degree with a minimum of thirty (30) hours completed;
 - iii. Certificate of Advanced Study or approved equivalent;
 - iv. Second masters degree which is in another discipline or which provides another area of certification;
 - v. Special program of thirty (30) credit hours approved in advance, and at the sole discretion of the Superintendent for courses taken after September 1, 1984, provided that any such approval shall not be grievable.

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

I. Direct Deposit
All educators must enroll in direct deposit.

J. Differentials

1. Assignments:

1
2 Differential positions will be open and posted for applications each year, and will be filled by
3 annual one (1) year appointment. An educator's appointment or reappointment to a differential
4 position will require advanced approval of the Superintendent. The Superintendent may decide
5 not to appoint or reappoint an educator, and such decisions will not be arbitrable; provided,
6 however, that after reappointment for three (3) successive years to the same differential
7 position the Superintendent's decision not to reappoint to the same differential position for the
8 next successive year (and for successive years thereafter) will be arbitrable, and will stand
9 unless the non-reappointment is arbitrary and/or capricious. It is further agreed that an educator
10 will not be removed from a differential position during the one (1) year term of appointment or
11 reappointment . Every effort will be made to provide notification of his/her appointment by
12 the Superintendent at least thirty (30) calendar days but in no event not less than ten (10)
13 calendar days prior to the commencement of the activity. The provisions of this section apply
14 only to differential holders otherwise covered by this agreement.
15

16 2. Review
17

18 Differential positions listed in Appendix C shall be reviewed on an as-need basis by the
19 Differential Study Committee. All Elementary Coordinator positions will be defined annually
20 by the date the differentials are posted.
21

22 K. Educator Leadership Positions
23

24 As we continually strive to do our work differently for the complex teaching and learning needs of the
25 twenty first century, there is a compelling need for educator leadership to support and enhance this
26 work.
27

28 As a District, much work has gone into the notion of the shift in our culture with an eye towards
29 building and sustaining professional learning communities where structures are in place for all staff to
30 continually examine their practice. Educator leaders can be (and are) at the core of this work.
31

- 32 1. This provision defines two (2) categories of educator leadership work. These categories will
33 establish specific positions within the district, the pay for those positions, and allow for issues
34 of term of position and released time for the work to be considered in creating the positions.
35

36 The first category of educator leadership work will establish substantial district-wide, multi-
37 level, or building-based positions that will move forward programmatic work over yearlong or
38 multi-year periods.
39

40 These leaders are responsible for insuring that the work is completed. The compensation
41 scales are established with the understanding that this work will include hours beyond the
42 defined educator workday and year. These leadership roles will have a focus in supporting
43 educators in building their capacity to work effectively with students.
44

45 Appendix D is the salary scales and charts to provide for the compensation for these leadership
46 positions.
47

48 The second category would establish more focused and/or short term work defined, approved,
49 and compensated through the existing system of review used for differentials and educator

1 leader stipends.

2
3 2. By the close of 2008-2009, the Living Contract Committee will create a process for reviewing
4 current and future position/opportunities.

5
6 3. Release time project work is included in the definition of Educator Leadership.

7
8 L. Special Summer and Vacation Wage Rates

9
10 1. Normal Teaching Duties:

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

14
15 2. Workshops, Etc.

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

19
20 3. Miscellaneous Activities:

21
22 Whenever Bargaining Unit Members are invited but not required to participate in
23 activities not covered by either 1 or 2 above, or by the Collective Bargaining
24 Agreement, they shall be paid an hourly rate of \$29.00.

25
26 4. During the summers, the Board may employ educators for the purpose of assisting with
27 educator, substitute and/or planning aide hiring procedures, curriculum development, and
28 school improvement/decision making activities. These positions shall be posted pursuant to
29 Article 14.

30
31 **ARTICLE 13: EDUCATOR ASSIGNMENTS AND TRAVEL EXPENSE**

32
33 A. Every effort will be made to notify educators by June 1 of their building assignments for the next
34 school year and every effort will be made to notify educators of their schedules not later than six (6)
35 weeks before school reopens.

36
37 B. In order to assure that pupils are taught by educators working within their areas of competence,
38 educators shall not be required to teach outside the scope of their teaching certificates and/or their
39 major or minor fields of study unless exceptions to the foregoing are determined vital or necessary to
40 the school system.

41
42 C. Schedules of educators who are assigned to more than one school shall be arranged so that no such
43 educator shall be required to engage in an unreasonable amount of inter-school travel.

44
45 D. Educators who are authorized and required by the Office of the Superintendent to travel shall be
46 reimbursed for all necessary travel in their personal automobiles at the IRS rate effective as of July 1st
47 immediately preceding the school year in question.

48
49 E. In addition to the travel reimbursement set forth in Section D above, in the event an educator is

1 required to transport students in his or her personal automobile and an increase in the educator's
2 personal automobile insurance premiums results, the Board will reimburse the educator up to two
3 hundred dollars (\$200.00) per year for said coverage.
4

5 **ARTICLE 14: JOB VACANCIES**

6

- 7 A. The Board agrees that notices of vacancies shall be posted on the district's website at least ten (10)
8 calendar days before the application deadline.
9
- 10 B. Within fifteen (15) days after filling the vacancy, the Superintendent shall give written notice thereof
11 to all educators who shall have made written application for said position. Within five (5) days after
12 receipt of such notice, an educator who was not selected to fill said vacancy may request a conference
13 with the Hiring Administrator to discuss with her/him the reasons for her/his decision. Such
14 conferences shall be scheduled as soon as practicable.
15
- 16 C. In the filling of vacancies as set forth above, any educator presently employed by the Board, who
17 applies for a position and meets the stated qualifications for the position, shall be scheduled for an
18 interview. If the foregoing procedures have been followed, the Superintendent's decision as to who
19 shall fill a vacancy shall be final.
20
- 21 D. The Board agrees to give notice of acting positions as follows:
22
- 23 1. Summer Appointments: Any educator who wishes to be notified of an acting position vacancy
24 that may occur during the summer shall notify the Superintendent in writing prior to June 1 of
25 each year, indicating the position of interest and the educator's summer address. Each such
26 educator shall receive a written notice of any indicated acting position vacancy, postmarked at
27 least ten (10) calendar days before the date of appointment for vacancies occurring prior to
28 August 1, and five (5) calendar days for vacancies occurring after August 1.
29
 - 30 2. School Year Appointments: Only acting position vacancies that (1) occur during the first
31 semester of the school year and (2) are expected to extend for at least the balance of the school
32 year shall be posted in each school. Such postings shall be for at least five (5) calendar days
33 prior to the date of appointment.
34

35 The provisions of this Section D shall not be construed so as to limit the scope of the Superintendent's
36 discretion as to who shall be appointed to an acting position, and any decision thereon shall be final.
37

38 **ARTICLE 15: TRANSFERS AND INVOLUNTARY REASSIGNMENTS**

39

40 In light of the Association's and the Board's intent to work together to advance student achievement and
41 promote a collaborative organizational structure, it is recognized that when it may be necessary to reallocate
42 personnel due to program changes or building openings/closures, the Association and Board will work
43 together under the provisions of Article 28, The Living Contract Committee. Any educator interested in
44 being considered for a transfer may notify the district of that interest.
45

- 46 A. Prior to the notice of a reassignment not requested by an educator which is outside the educator's
47 impact area and/or to another school, the immediate supervisor and the appropriate Central Office
48 administrator shall meet with the educator to discuss the possibility of an involuntary reassignment.
49 The educator may at his/her discretion have an Association representative present at any such meeting.

1 The notice of a reassignment not requested by the educator shall be forwarded to the educator as soon
2 as practicable (normally, except in cases of extreme emergency at least thirty (30) days before the date
3 of such reassignment) by the Superintendent and/or the immediate supervisor under whom the
4 educator was assigned prior to the new assignment. The reasons for reassignment will be put in writing
5 and will specify the reasons for selection of the affected educator. The President of the Association
6 will also receive a copy of the reasons for reassignment.
7

8 B. Within ten (10) days after receipt of such notification, the educator may request in writing a meeting
9 with the Superintendent to discuss reasons for the new assignment. A representative of the Association
10 shall attend such meeting. Such meeting shall be held within ten (10) days of receipt of the written
11 request.
12

13 C. If the foregoing procedures have been followed, the decision of the Superintendent as to whether the
14 educator shall be reassigned shall be final.
15

16 D. It is understood that the needs of the system may require reassignments of educators between schools
17 and grade levels from time to time, and that no school or grade level shall be considered to be
18 preferable to another.
19

20 E. The issue of educator assignments is understood by both parties to be a matter of educational policy,
21 subject to change at the discretion of the Board although subject to a meet and consult requirement.
22 The Association reserves the right to bargain the impact of any change. This Article does not
23 constitute a contractual obligation on the part of the Board and shall not be subject to the grievance
24 procedure contained in this contract.
25

26 **ARTICLE 16: EDUCATOR PERSONNEL RECORDS**

27

28 A. Educators shall have the right under reasonable conditions established by the Superintendent to
29 examine their individual Central Office personnel file or any personnel file which may be established
30 by the immediate supervisor containing materials such as a letter of reprimand. No material added after
31 original employment shall be placed in an educator's personnel file unless the educator has had an
32 opportunity to review the material. The educator may submit a statement regarding any material which
33 shall be added thereto. Material relating to Association activities shall not be included in the personnel
34 file. Derogatory materials and derogatory evaluations more than five (5) years old shall be removed
35 from the files upon the educator's request provided that derogatory material of a criminal nature or
36 materials that would relate to the endangerment of others shall not be removed.
37

38 B. Complaints made against an educator by parents, students, or others if used in the educator's
39 evaluation, shall be reduced to writing, and promptly called to the attention of the educator. In the
40 event further disciplinary action is taken, the source or sources of the complaints shall be identified.
41

42 C. No new reports relating to teaching performance shall be placed in the educator's file after her/his
43 severance from the school system. This shall not apply to letters of recommendation.
44

45 D. It is understood that observations and evaluation reports are professional appraisals of a educator's
46 professional performance by the evaluator and not subject to the grievance procedure unless such
47 reports are used to discipline, dismiss or non-renew the educator's contract.
48

49 E. A violation of any procedure set forth in this Article shall not extend the contract or employment of

1 any probationary educator.
2

3 **ARTICLE 17: EDUCATOR FACILITIES**
4

- 5 A. Currently existing faculty lounges shall be maintained. Faculty members shall exercise reasonable care
6 in maintaining the appearance and cleanliness of the lounges; however, they shall be regularly cleaned
7 by the school custodial staff.
8
- 9 B. The Board will establish as an ongoing goal to provide a computer in every classroom for educator
10 use.
11
- 12 C. The Board will provide a reasonable supply of books, paper, pencils, pens, chalk, markers and other
13 such materials typically used in instruction.
14

15 **ARTICLE 18: LIAISON BETWEEN ASSOCIATION AND PRINCIPALS**
16

- 17 A. The Association members in each building shall select a School Liaison Committee comprised of PEA
18 members for the purpose of meeting with the Principal to review and discuss problems, policies,
19 practices and procedures in the particular school and to make every attempt to solve identified
20 problems. The School Liaison Committee shall be formed and submit membership and meeting
21 schedule to the Superintendent by October 1 of each year. The Portland Public Schools and
22 Association are committed to the successful and effective functioning of this committee. The
23 Association shall submit agenda items at least five (5) working days prior to the meeting unless the
24 submission deadline is changed by mutual agreement with the building principal. A copy of the agenda
25 shall be forwarded to the Superintendent, and the President of the Association. Any minutes of the
26 meeting shall be forwarded to the Superintendent, and the President of the Association.
27

28 **ARTICLE 19: PROFESSIONAL COLLABORATION**
29

- 30 A. Educator Voice. Educators and Administrators will work together in the spirit of collaboration to
31 create and maintain a culture that models ongoing communication in order to improve student
32 learning as well as to promote ongoing professional inquiry into educator practice. Constructive
33 supervision, coaching, feedback loops, open dialogues, and honesty in a supportive work
34 environment will give evidence of and advance collaboration. Educators should be involved
35 collaboratively with administrators to clarify decision-making at the building and district level.
36

37 Educators will participate in the collaborative process of developing and implementing the
38 curriculum framework used in the Portland Public Schools which will align with Maine's
39 Common Core State Standards and the mission vision and beliefs of the Portland Public Schools.
40 Any district-wide committee established under this article shall have two members appointed by
41 the PEA.
42

43 Educators will participate in the collaborative process of interviewing candidates for
44 administrative and educator vacancies. The Association shall appoint two educators to serve on
45 interview committees for administrative vacancies. Immediate supervisors will provide an
46 opportunity for educators, preferably from the grade level or impact area, to serve on interview
47 committees for educator vacancies. In addition, the Association shall appoint two educators to
48 serve on interview committees for educator vacancies.
49

1 B. Culture and Climate. Because the Board and the Association believe that a collaborative culture
2 and climate in the district and in the schools create the conditions necessary to improve student
3 learning, a PPS and PEA designed culture and climate survey will be distributed to educators once
4 per year to inform this ongoing conversation. The results of the survey will be shared with
5 educators in a timely manner in order to develop and implement district and building plans to
6 improve collaboration at both levels. The issues in this section are understood by both parties to be
7 matters of educational policy subject to change at the discretion of the Board and are not subject to
8 the grievance procedure, but are subject to a meet and consult requirement.
9

10 C. Professional Learning. The Board and the Association are committed to ongoing professional
11 learning, which shall align with Maine's Common Core State Standards and the mission vision
12 and beliefs of the Portland Public Schools. The Professional Learning Committee shall have a
13 broad representation of educators to design professional learning offerings that will improve
14 student learning and educator practice. The Committee will be composed of educator
15 appointments by the President of the PEA and administrative appointments by the Superintendent.
16 The Chief Academic Officer and President of PEA, or their designees, will co-chair the committee.
17
18

19 ARTICLE 20: SICK LEAVE

20

21 A. Under this contract, educators are granted fifteen (15) sick days per school year, at the end of the
22 school year unused sick leave for that year will be added to the total number of accumulated sick
23 leave to a maximum of one hundred eighty-seven (187) days in 2014-2015 and one hundred eighty-
24 three (183) days in 2015-2016. Educators shall be notified of the total number of unused sick leave
25 days with their biweekly paycheck at the beginning of each school year.
26

27 B. In the event an educator retires with ten (10) or more years of service in the Portland School System,
28 and is immediately eligible for retirement benefits pursuant to the Maine Public Employees Retirement
29 System, the educator's accumulated, unused sick leave, up to a maximum of one hundred days (100),
30 shall be paid to the educator at the per diem rate for each day of such sick leave provided that for each
31 day's per diem the educator has at least two (2) days unused sick leave. Such payment shall not exceed
32 fifty (50) days. For retirement dates effective on August 1, 2016 or later, an educator must have fifteen
33 (15) years of PPS service and such payment shall not exceed forty-five (45) days. No benefits shall be
34 payable under this Section to an educator who retires after, or as a result of, episodes or incidents
35 involving unprofessional or dishonorable conduct on her/his part, or at the time when dismissal
36 charges against her/him are pending or indicated. The application of this clause is subject to the
37 grievance and arbitration procedure.
38

39 C. In the event that an educator, while employed by the Board, dies during the term of this agreement, a
40 sum equal to that which would have been paid had the educator been eligible for retirement pursuant to
41 Section B above, shall be paid to the educator's surviving spouse, if any, or to the beneficiary
42 designated by the educator for Maine Public Employees Retirement System purposes or, if none, to the
43 educator's estate.
44

45 D. Any educator who is unable to work because of illness or injury and who has no accumulated sick
46 leave shall lose per diem pay for each day of absence. Per diem pay for any educator covered by this
47 Agreement shall be ascertained by dividing her/his annual salary by the work year as defined in Article
48 10, Section A.
49

- 1 E. In the event an educator is absent for illness or injury and irrespective of whether such absence is
2 charged to any accumulated sick leave, if the Superintendent suspects that the educator may not be
3 physically or psychologically able to resume teaching duties, the Superintendent may require the
4 educator to provide her/him with a physician's certificate verifying that the educator is capable of
5 resuming employment.
6
- 7 F. The Superintendent, may, if he/she believes that there may have been an abuse of sick leave,
8 irrespective of whether accumulated sick leave days are involved, require an examination by a
9 physician selected by the Superintendent for future illnesses.
10
- 11 1. In any instance where there is disagreement between the educator's own physician and the
12 physician selected by the Superintendent in Section F, arrangements for a third medical opinion
13 shall be made as soon as scheduling allows. The third opinion shall be given by a physician
14 chosen by the educator from a list of five (5) physicians chosen by the Superintendent. The
15 determination of the third opinion shall be binding on the parties with respect to the educator's
16 eligibility for sick leave. The Board shall not require any educator to take a psychological or
17 medical examination, unless based upon the educator's performance; there is sufficient cause
18 to believe a psychological/medical problem exists. The educator shall be notified in writing of
19 the sufficient cause which warrants a psychological/medical examination.
20
- 21 2. In such cases, the educator shall select the physician in accordance with in with the above and
22 the Board shall pay expenses for the examination and all other related expenses.
23
- 24 3. The only reports to the Portland Public Schools from the physician will relate to whether the
25 educator is fit for service relating to the specifically stated concern or whether the School
26 Department must make accommodations for reasons of disability, work environment or
27 working conditions.
28
- 29 4. The examinations referred to in Subsections 1, 2 and 3 above shall to the extent not reimbursed
30 by insurance be at the expense of the Board.
31
- 32 5. Failure to provide a physician's certificate upon request covering sick leave days in question
33 will result in the loss of per diem pay for those days.
34
- 35 G. A reasonable effort will be made to obtain a substitute educator for an educator who is absent on
36 account of illness, provided the educator to be absent gives sufficient advance notice to her/his
37 principal. The use of regular educators as substitutes shall be avoided, except as a last resort in an
38 unforeseen or unplanned circumstance.
39
- 40 H. Substitutes shall be obtained for any elementary art, music, or physical education educator who is
41 absent.
42
- 43 I. An educator may use up to fifteen (15) days of accumulated sick leave per year to care for a member of
44 the educator's immediate family whose illness requires the presence of the educator. Immediate family
45 is defined to include parents, parents-in-law, husband, wife, domestic partner, child, brother, or sister,
46 or any relative residing within the household. Step relationships are included in the definition of
47 family.
48
- 49 J. The Association and the Board believe in the importance of the health and wellness of educators. The

1 Association and the Board agree to the following:
2

- 3 1. An educator from each grade level and a school nurse shall be appointed by the Association to
4 serve on any district Health and Safety Committee. Educator members shall be compensated
5 according to Article 12 – Section L, subsection 3 for all work performed and approved beyond
6 the normal educator workday.
7
- 8 2. The Health and Safety Committee shall assess the needs of the District regarding health risks
9 of educators and recommend a wellness program to address those needs and promote positive
10 health practices among educators.
11
- 12 3. Up to four (4) educators shall be included in any team attending the Maine Department of
13 Education's annual Wellness Conference.
14

15 K. A Sick Bank is hereby established whereby a member of the Bargaining Unit faced with personal or
16 immediate family illness or accident may borrow sick days not accumulated. The Sick Bank Program
17 is to be administered by a committee equally represented by the Association and the Portland Public
18 Schools. The fifteen (15) day limit in Section I of this Article does not apply to Section K. See
19 Appendices J and K for Sick Bank forms.
20

21 ARTICLE 21: TEMPORARY LEAVE OF ABSENCE

- 22
- 23 A. Recognizing that personal or family matters may justify absence from school from time to time
24 without the necessity for disclosure of the reason, each educator shall be entitled to use three (3) days
25 of accumulated sick leave for personal leave at the educator's discretion. Provided, however, that
- 26 1. Such leaves are not intended to create paid vacation days.
27
 - 28 2. The matter requiring the leave cannot be handled outside of work time.
29
 - 30 3. It is agreed by the parties that pre-planned travel on days before or after a holiday or vacation
31 clearly is not a legitimate use of a personal day, but that required changes in travel plans due to
32 causes completely beyond the educator's control (such as cancellation of a return airplane flight,
33 etc.) will be considered a legitimate use of a personal day.
34
 - 35 4. In the event that an educator desires to use any personal leave on a day before or after a holiday
36 or vacation, the educator shall provide the immediate supervisor with a written explanation of
37 the reason requiring the request at least seven (7) days in advance of the day requested or, if
38 this is not possible, as soon thereafter as is possible. Any educator denied leave under this
39 article may request a review by the Superintendent.
40
 - 41 5. No application for the use of a personal leave day may be submitted more than thirty (30)
42 calendar days in advance of the day required except in cases of emergency, in which case the
43 educator shall, with the application, provide the office of the immediate supervisor with a
44 written explanation of the emergency requiring the request. All requests for personal leave
45 shall be responded to within seven (7) days after their receipt.
46
 - 47 6. Not more than four percent (4%) of the educators or one (1) educator in any one (1) building,
48 whichever is greater, may elect personal leave under this section at the same time. This
49

1 limitation does not include persons on sick or temporary leave under other sections of this
2 article, and may be lifted in case of emergency or unusual circumstances at the discretion of the
3 principal.
4

5 B. Educators shall be granted time off with pay for the purpose of visiting other schools or attending
6 meetings or conferences of an educational nature provided: (1) the Superintendent determines that the
7 funds are readily available for the hiring of a substitute educator; and (2) the Superintendent
8 determines that such visit or meeting or conference would be worthwhile for the particular educator;
9 and (3) the educator granted such permission furnishes the Office of the Superintendent with a written
10 report of such school visit, meeting or conference; and (4) under no circumstances shall the educator
11 be entitled to receive more than her/his regular per diem pay; and (5) the educator shall be required to
12 credit against her/his regular per diem pay all sums received by her/him from other sources for
13 attendance at or participation in such functions.
14

15 C. In order to promote a healthy workforce and control substitute educator costs by reducing the number
16 of sick days used, the following incentive program is established.
17

18 1. Educators who limit usage of sick days may convert personal leave days as defined in this
19 Article, to discretionary leave days.
20

21 a. A discretionary leave day is identical to a personal leave day, but is not subject to
22 Section A, Subsections 1, 2, 3, 4 and 5.
23

24 b. An educator who uses zero-two (0-2) sick days, defined as sick or family illness, in a
25 school year may convert his/her three (3) personal days to discretionary leave during
26 the following year.
27

28 c. An educator who uses three (3) sick day may convert two (2) of his/her three (3)
29 personal days.
30

31 d. An educator who uses four (4) sick days may convert one (1) of his/her three (3)
32 personal days.
33

34 D. Bereavement. In case of the death of a husband, wife, domestic partner, or child of any educator, such
35 educator shall be excused, without loss of pay, for an absence not to exceed ten (10) days either
36 immediately following the death or at such other time during the course of that school year as may be
37 necessary to handle estate related matters. In the case of the death of parents, grandparents, parents-in-
38 law, grandchildren, brother, sister, or any relative residing in the household, such educator shall be
39 excused without loss of pay for an absence not to exceed five (5) days. In the case of death of nieces,
40 nephews, aunts, uncles, cousins, sisters-in-law or brothers-in-law, such educator shall be excused
41 without loss of pay, for a period not to exceed three (3) days. Step relationships are included in the
42 definition of family. Such a three (3) day leave shall apply in situations where a unique relationship
43 exists between an employee and some other person over a period of time and which evinces a state of
44 responsibility or closeness.
45

46 In extenuating circumstances, at the discretion of the Superintendent, the days set forth above may be
47 extended without loss of pay.
48

49 E. Time off with pay shall be granted to any educator when necessary for appearance in any legal

1 proceeding arising out of the educator's employment provided said proceeding does not involve
2 unprofessional or dishonorable conduct of the educator, dismissal of the educator, or involve any
3 breach of this Agreement by either the educator or the Association.
4

5 F. The Board shall make up the difference in pay, if any, lost by any educator as a result of being called
6 for jury duty.
7

8 G. Military Leave. Educators who are members of the National Guard or other authorized state military
9 or naval forces, and those educators who are members of the Army, Air Force, Marine, Coast Guard or
10 Naval Reserve shall be entitled to leave of absence from their respective duties, without net loss of
11 income during periods of annual training not to exceed seventeen (17) calendar days in any calendar
12 year specified under the National Defense Act or Armed Forces Reserve Act of 1952, provided that
13 such educators shall have made every reasonable effort to perform such annual training during the
14 period when school is not in session.
15

16 H. Leaves of absence with or without pay may be granted by the Board to any educator for any other
17 reasons which in the sole judgment of the Board are profitable to the Portland School System or
18 essential to the well-being of the educator.
19

20 I. A reasonable effort will be made to obtain a substitute educator for an educator who is absent on
21 personal leave under this Article, provided the educator who is absent gives sufficient advance notice
22 to her/his principal. The use of regular educators as substitutes shall be avoided, except as a last resort
23 in an unforeseen or unplanned circumstance.
24

25 J. Each educator requesting leave under this Article shall so inform her/his principal or other supervisor
26 and shall make application on the appropriate form to the Office of the Superintendent as soon as the
27 educator knows of the date or dates she/he will require such leave. Application shall be made at least
28 seven (7) calendar days prior to leave, except in cases of emergency.
29

30 K. Leave allowable under this Article shall not be accumulated beyond each school year.
31

32 L. Family Educational Leave
33

34 1. Each educator shall be granted one (1) day per year for a family educational event.
35

36 M. Graduation Leave
37

38 1. Any educator who graduates or whose spouse, son, or daughter is graduating from a twelfth
39 grade level or higher will be eligible for up to one (1) day's graduation leave with pay. To be
40 eligible, leave must be requested and approved in advance. Additional days may be requested.
41 If approved, these days will be unpaid.
42

43 **ARTICLE 22: PROFESSIONAL LEARNING and EDUCATIONAL IMPROVEMENT/LICENSURE**
44

45 A. The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection
46 with any courses, workshops, seminars, and conferences, which an educator, after consultation with
47 the Superintendent, is required to take or attend by the Superintendent by a notice in writing.
48

49 B. An educator shall be compensated for all time spent in actual attendance at such required college

1 courses, if full day, at her/his per diem rate of pay, and if part day on days when her/his school is not in
2 session at her/his pro-rated per diem rate of pay.
3

4 C. Any certified continuing contract educator who successfully, with a grade of B or better, completes,
5 within any one (1) year period, up to one (1) course to a maximum of four (4) credit hours of
6 additional professional work in courses expressly approved in advance by the Superintendent, be
7 reimbursed for the cost of tuition and fees up to, but no more than, the University of Southern Maine
8 graduate tuition rate for such a course (see Appendix H for Course Approval Form). Upon reaching
9 lane 5, a member's course reimbursement eligibility becomes two (2) courses, for a maximum of eight
10 (8) credits or equivalent within any one (1) year period following the above criteria. Payment will be
11 made directly to the educator upon written agreement with the educator and presentation of the bill for
12 the course. Exceptions to this Article can be made at the discretion of the Superintendent. Any certified
13 probationary educator may be reimbursed for one three credit course in one of the areas of identified
14 district need set forth in Article 12(C)(5)(d) according to the above requirements.
15

16 D. Licensure Cost: The Portland Public Schools will pay the costs of continuing education units and any
17 licenses required by the Board, which exceed the licenses required by Maine State Law.
18

19 E. The Board and the Association recognize the value of attaining National Board Teacher Certification
20 in increasing student achievement. Therefore, any certified continuing contract educator who pursues
21 National Board Teacher Certification will have the entire NBTC fee paid in lieu of course
22 reimbursement. As requested, educators will be eligible for advance payment of this fee. If the
23 educator drops the certification program after the NBTC refund deadline, the educator will reimburse
24 PPS for all costs it paid. In extenuating circumstances, reimbursement by the educator may be waived
25 at the discretion of the Superintendent. The district will pay for any certification areas that have to be
26 retaken in lieu of course reimbursement. The district has the right to require candidates to apply for
27 available subsidies. Up to four paid professional leave days will be granted for the portfolio
28 preparation that is required to complete the certification program. Educators who are granted NBTC
29 will be granted 225 salary contact hours toward a lane change in accordance with Article 12. The
30 district will pay the Take One program fee for any certified continuing contract educator in lieu of
31 course reimbursement. In 2015-2016, the district will support a cohort of 5 educators each of whom
32 will be provided with a paid NBTC mentor. NBTC educators will receive an annual certification
33 stipend of \$2,000 for the duration of the 10 year certification. Any state or federal funds made
34 available to NBTC educators either directly or through the district will offset these stipends. The
35 district will pay the renewal fees for continuing contract educators in lieu of course reimbursement.
36 Educators receiving payment for NBTC exam or renewal application fees are expected to continue
37 employment with the district for the following year or will be required to reimburse the district for
38 those fees.
39

40 The district will pay the exam fee and the renewal fee for any continuing contract educator specialist
41 who pursues/maintains a national board specialist certification that is above and beyond the
42 certification exam(s) required for their area of practice or required for employment in lieu of course
43 reimbursement.
44

45 **ARTICLE 23: PROTECTION OF EDUCATORS, STUDENTS AND PROPERTY**

46
47
48 A. The Association Building Representative shall report in writing to the Office of the appropriate
49 Principal with a copy to the President of the PEA and the Director of Human Resources any working

1 conditions in any school building considered unsafe or hazardous. The Principal or her/his designated
2 representative will investigate said report and the Principal shall furnish within ten (10) days a written
3 report to the PEA President, Association Representative, and the Office of Human Resources
4 describing the results of the investigation, and of any action taken or proposed to correct the condition.
5

6 B. The Portland Education Association and the Board are committed to the health and safety of all
7 employees. Unsafe conditions and acts must be treated seriously and resolved with a sense of urgency.
8 In order to address broad issues of concern regarding health and safety, the Superintendent will meet
9 and consult with the Association and other groups at his/her discretion as necessary, but at least
10 annually, to review relevant policies and procedures regarding health, safety, vandalism, and student
11 discipline. Educators shall immediately report on the safety report form to the appropriate Principal
12 and the Principal shall immediately report to the supervising Central Office administrator any instances
13 of threat, assault or injury suffered by the educator or caused by the educator in the course of his/her
14 employment. Within twenty-four (24) hours the Principal will notify the educator of actions taken and
15 planning for next steps. Educators will be notified of final resolution.
16

17 C. If either civil or criminal litigation is indicated or threatened against any educator for actions arising
18 out of and during the course of her/his employment, the educator shall immediately notify the
19 Superintendent, who shall, if she/he believes the educator has acted in a proper professional manner,
20 comply with any reasonable request from the educator for information in her/his possession which
21 relates to the incident.
22

23 D. Employees who are eligible for worker's compensation for service-connected injury may elect to take
24 accumulated sick leave in addition to compensation to the extent that it provides full regular pay, and
25 to the extent of the accumulated sick leave credit. Full regular pay means the employee's normal take-
26 home pay after deduction of federal and state income tax withholding.
27

28 E. When in the judgment of the Superintendent, a educator's prudent discharge of her/his responsibilities
29 results in personal injury and disability as a result of an assault, no deduction shall be made from
30 accumulated sick leave during the period of disability occurring within the first sixty (60) days
31 following such assault, unless the educator, under extenuating circumstances, incurs periods of
32 disability subsequent to the first 60 days. Under no circumstance shall the educator receive more than
33 sixty (60) days. Payments payable to the educator under the Worker's Compensation Act shall be
34 deducted from amounts payable to the educator hereunder.
35

36 **ARTICLE 24: ASSOCIATION DUES AND OTHER DEDUCTIONS FROM SALARY**
37

38 A. The Board agrees to deduct from educators' salary dues in specified amounts for local, state, and/or
39 national professional associations when requested in writing by the educators. Said dues shall be
40 remitted to the Portland Education Association at reasonable intervals, all subject to the following:
41

- 42 1. No change in the specified rate of such dues deductions shall be made after August 30, of any
43 school year.
- 44 2. The total of such dues for the school year shall be deducted in equal amounts from twenty (20)
45 paychecks of the educator, commencing with the first paycheck in November of any school
46 year.
47
- 48 3. No deductions need be made by the Board if they are at any time beyond the normal capacity
49

1 of automatic data processing equipment of the Portland Public Schools to handle in the same
2 manner as other payroll deductions, and no more than 10 separate rates shall be used for dues
3 deduction purposes.
4

5 4. Dues deductions shall continue automatically from year to year unless cancelled in writing by
6 the educator during the first two (2) weeks in August preceding the school year in which the
7 cancellation becomes effective.
8

9 5. The Association shall indemnify and save the Board harmless against all claims and suits,
10 which may arise by reason of making any such deductions, the cancellation of the same, and
11 remitting the same to apparently authorized officials of the Maine Education Association. The
12 Portland Education Association shall be accountable to the Maine Education Association for
13 the allocation and payment of each educator's dues to the respective professional associations,
14 as authorized on the respective dues deduction forms.
15

16 B. Educators may, in writing, authorize such additional deductions for local United Fund Campaigns,
17 Maineshare, and such other purposes as are approved by both the Board and the Association, again
18 subject to the normal capacity of automatic data processing equipment of the Portland Public Schools
19 to handle the same, and subject to such reasonable regulations as the Board and/or the Superintendent
20 may prescribe. If practicable, and subject to the normal capacity of automatic data processing
21 equipment of the Portland Public Schools to handle the same, and subject to such reasonable
22 regulations as the Board and/or the Superintendent may prescribe, educators may, in writing, authorize
23 additional deductions for tax-sheltered annuities (e.g. 403b retirement investment plans). The
24 Superintendent will meet and consult with the Association regarding the schedule of tax sheltered
25 annuity remittances.
26

27 ARTICLE 25: EXTENDED LEAVE OF ABSENCE

28
29 A. Leave of absence without pay for a maximum of two (2) years may be granted to any educator who
30 joins the Peace Corps, VISTA, National Educators Corps or who serves as an exchange educator or
31 overseas educator or who accepts and participates in a Fulbright Scholarship, or who serves as an
32 elected officer of the National Education Association or the Maine Education Association. Leaves
33 granted under this Section shall count as time in service up to a maximum of two (2) years for
34 purposes of applications for sabbatical leave.
35

36 B. A leave of absence without pay shall be granted to any educator for military service if said educator
37 meets the criteria set forth in Article 12, Section E, Subsection 3, entitled Educator Employment and
38 Experience Credits.
39

40 C. All or any portion of a leave taken by an educator because of medical disability connected with or
41 resulting from her pregnancy may, at the educator's option, be charged to her available sick leave. A
42 leave of absence without pay shall be granted to an educator for the purpose of childbearing and/or
43 childrearing as follows:
44

45 1. An educator who is pregnant shall be entitled, upon request, to a leave to begin at any time
46 during her pregnancy and to last up to one (1) year after a child is born. Should that year's leave
47 end in mid-semester, the leave shall run until the end of that semester. Said educator shall
48 notify the Superintendent in writing of her desire to take such leave, and if she plans to take
49 childrearing leave after the birth of the child, shall notify her/him of the date she will return to

1 work if she is able. Except in case of emergency, the educator shall give such notice at least
2 thirty (30) days prior to the date on which her leave is to begin. She shall include with such
3 notice a physician's statement certifying her pregnancy. An educator who is pregnant may
4 continue in active employment as late into her pregnancy as she desires provided she is able to
5 perform properly her required functions. Notwithstanding the above, the affected educator and
6 his/her immediate supervisor may mutually agree to modify the above time requirements.
7 Absent mutual agreement, the educator may appeal to the Superintendent for a waiver of the
8 above time requirements. The decision of the Superintendent shall be final.
9

10 2. Any male educator upon request shall be entitled to a childrearing leave in accordance with the
11 provisions of Section C, Subsection 1. Sick Leave provisions shall not apply.
12

13 3. Any educator who is the primary caregiver may use up to twenty (20) days of accumulated sick
14 leave for the purpose of adoption.
15

16 4. Any educator adopting a child may receive similar leave as in Subsection 1 above which shall
17 commence two (2) weeks prior to receiving de facto custody of said child.
18

19 5. Educators shall be granted five (5) days leave to be deducted from sick leave upon the
20 birth/adoption of a child to the educator's spouse, or the educator's partner to be used within
21 the first month of the birth/adoption.
22

23 6. An educator on childrearing leave may have the educator's name placed on a list to serve as a
24 substitute in the Portland School System in the area of her/his certification or competence at
25 the then prevailing rate of pay for substitute educators.
26

27 D. A leave of absence without pay for a maximum period of one (1) year may, in the sole discretion of the
28 Board, be granted an educator for the purpose of caring for a sick member of her/his immediate family,
29 provided she/he gives the Board as much advance notice as practicable, but in no event less than thirty
30 (30) days, except in cases of emergency involving critical illnesses. Insurance benefits will be
31 continued for the educator at her/his own expense if she/he so requests and if she/he meets eligibility
32 requirements.
33

34 E. The Board shall grant any regularly employed certified educator a leave of absence without pay and
35 without forfeiture of continuing contract status and other accumulated benefits to fulfill the duties of a
36 State Legislator provided written notice of intent to become a candidate for the Legislature is given to
37 the Superintendent at the time educator contracts are issued.
38

39 F. All requests for leaves, extensions and renewals thereof shall be applied for in writing to the Office of
40 the Superintendent and shall be answered in writing.
41

42 1. In order for educators to be eligible for benefits provided under Section A above, they (a) must
43 indicate in writing to the Superintendent their intention to apply for the Peace Corps, VISTA,
44 National Educators Training Corps or a Fulbright Scholarship, whichever is applicable, no later
45 than November 1 of the school year preceding taking up such service and (b) shall complete
46 said school year and (c) shall also notify in writing the Office of the Superintendent prior to
47 April 1 of the school year whether her/his application has been accepted and whether she/he
48 will leave at the end of the school year.
49

- 1 2. No person shall be eligible for a return to the Portland School System following leave granted
2 for any reason under this Article unless she/he gives the Superintendent notice by January 1
3 preceding the ensuing school year that she/he will return to the system for the ensuing school
4 year, (unless waived by the Superintendent).
5
- 6 3. Upon return to the system, an educator granted a leave of absence will be returned whenever
7 practicable, to her/his former employment position or classification.
8

ARTICLE 26: SABBATICAL LEAVE

10
11 A. Sabbatical leave may be granted to an educator for study related to her/his teaching field, or for travel,
12 related to her/his teaching field, or for other reasons of value to the school system, all subject to the
13 approval of the Board and all subject to the following conditions:
14

- 15 1. Sabbatical leave shall be granted to a maximum of two percent (2%) of educators at any one
16 time.
17
- 18 2. Notice of intent to apply for sabbatical leave must be received by the Office of the
19 Superintendent in writing no later than December 15th of the school year preceding the year of
20 such leave. The educator must make application no later than February 1 and shall also
21 complete said school year. Action shall be taken by the Board on all such requests no later than
22 April 1 of the school year preceding the school year for which the sabbatical leave is requested.
23 The appropriate Central Office Director shall meet with the sabbatical leave applicant prior to
24 making recommendation to the Board for approval. The purpose of this meeting is to review
25 the application prior to the submission of said application to the Board. See Appendix L for
26 Sabbatical application, process, rubric and agreement.
27
- 28 3. Within ten (10) days from the Board's decision, written notification shall be sent to the
29 applicant. Reasons shall be provided to the applicant in writing if the sabbatical leave request is
30 denied.
31
- 32 4. The educator requesting sabbatical leave has completed at least seven consecutive full-time
33 school years of service in the Portland School System since her/his last prior sabbatical leave,
34 if any.
35
- 36 5. An educator on sabbatical leave for a full school year shall be paid by the Board at fifty percent
37 (50%) of the salary rate which she/he would have received if she/he had remained actively
38 employed by the Board. An educator on sabbatical leave for one half (1/2) of a school year
39 shall be paid by the Board at seventy-five percent (75%) of the salary rate she/he would have
40 received if she/he had remained actively employed by the Board.
41
- 42 6. Health and Dental Insurance will continue to be paid during the period of leave at the rate that
43 would have been paid if the educator had remained actively employed by the Board.
44
- 45 7. Upon return from sabbatical leave, an educator shall be placed on the salary schedule at the
46 level which she/he would have attained had she/he remained actively employed in the system
47 during the period of her/his absence.
48
- 49 8. Before receiving sabbatical leave under the provision of this Article, the educator shall agree in

1 writing with the Board that she/he will return to the Portland School System for a period of not
2 less than two (2) years for a full time sabbatical and not less than one (1) year for a half time
3 sabbatical, and also that, in the event of breach of such agreement, she/he will repay the Board
4 all sums advanced for her/his Sabbatical leave, in proportion to the fulfillment of her/his two
5 (2) year reemployment commitment.
6

7 **ARTICLE 27: LIVING CONTRACT COMMITTEE**
8

- 9 A. The Portland Education Association and the Board are committed to on-going, meaningful
10 communication; joint, open problem solving; and building trusting relationships in order to create and
11 maintain a quality working environment and healthy employee relations. Therefore, the Association
12 and the Board agree to establish a committee to provide for regular, on-going discussions and decision-
13 making on matters germane to improved union-management relations and more effective overall
14 school district operation. The Living Contract Committee shall be co-chaired by the Superintendent
15 and the President of the Association.
16
- 17 B. This Board shall be authorized to discuss any issue of mutual interest or concern and to reach tentative
18 agreements on issues in a timely manner without delaying action until the expiration and renegotiation
19 of the collective bargaining Agreement. This Committee shall also have the power to amend this
20 agreement, provided that any substantive amendments shall be subject to internal ratification and
21 approval procedures of the Association and Board
22
- 23 C. The Association and the Superintendent shall each identify at least three (3) representatives and no
24 more than six (6) representatives as committee members who shall serve for the duration of the
25 contract. The Association members shall be appointed by the Association President and the
26 management members shall be appointed by the Superintendent. Appointments shall be made by
27 September 15. Substitute educators will be provided for Association members if necessary to attend
28 Committee meetings.
29
- 30 D. The overall charge to this committee shall include, but is not limited to, the following:
31
- 32 1. To administer and implement the contractual Agreement;
 - 33 2. To resolve disputes or problems in the interpretation and application of the Agreement as they
34 arise;
 - 35 3. To meet at least monthly, at times and locations mutually agreed upon, according to a schedule
36 determined and published by this Committee. Either the Superintendent or the Association
37 President may call a special meeting of this committee to deal with a specific issue on the
38 basis of urgent need; and
 - 39 4. To establish a process for decision-making and communication.
40
41
- 42 E. This Committee shall have the following powers and duties:
43
- 44 1. To establish temporary sub-committees to address particular issues which shall report with
45 recommendation in writing to this committee by specific deadlines; and to establish the
46 membership and operating procedures of such subcommittees;
47
48
49

1 2. To revise the provisions of this Agreement in order to clarify language and meaning, correct
2 contradictions or inconsistencies, remove outdated language, and organize and streamline this
3 Agreement; and to appoint one PEA member to attend and provide input at the Board of
4 Education's Policy Subcommittee meetings, which member shall report to the Living Contract
5 Committee.
6

7 F. Any new or substantially modified policy proposals will be brought to the attention of the Living
8 Contract Committee by the Superintendent for review prior to submission to the Board to provide the
9 Living Contract Committee an opportunity to make comments to the Superintendent.
10

11 G. Nothing herein shall be deemed:

- 12
- 13 1. To preclude the Superintendent from consulting informally with the Association or the
14 Board of Education;
 - 15 2. To impair the authority of the Superintendent.
16
17

18 **ARTICLE 28: MISCELLANEOUS PROVISIONS**

19

20 A. Whenever any notice is required to be given by either of the parties to this Agreement to the other,
21 pursuant to the provisions of this Agreement, it shall be given as follows:
22

- 23 1. If by Association, to the Board in care of the Office of the Superintendent, 353 Cumberland
24 Avenue, Portland, Maine 04101.
25
- 26 2. If by the Board, to the Association in care of the President of the Association at the time at the
27 PEA Office, 29 Christopher Toppi Drive, South Portland, Maine 04106.
28

29 B. This Agreement shall be posted on the district website. Fifty paper copies of this Agreement shall be
30 printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented
31 to the Association for distribution to its building representatives. .
32

33 **ARTICLE 29: PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT**

34

35 A. During negotiations, the Board and the Association will present relevant data, exchange points of
36 view and make proposals and counter-proposals except that the Association will submit to the
37 Board all of its requests on Negotiable Subjects not later than January 31st of the year of
38 expiration unless both parties agree to interest based bargaining which shall supersede the above
39 process. The Board will make available to the Association for inspection relevant but
40 non-confidential cost and statistical data which the Association may need in order to develop,
41 analyze and/or evaluate proposals and/or counter-proposals concerning negotiable subjects but
42 there will be no obligation on the part of the Board to prepare any records or summaries not already
43 in existence. The Association's request for inspection will not be unreasonable. Either party may, if
44 it so desires, utilize the service of outside consultants and may call upon professional and lay
45 representatives to assist it either at or outside of the negotiation sessions. At the conclusion of
46 negotiations, all agreements reached during negotiations will be reduced to writing and signed by
47 the Board and the Association.
48

49 B. Despite reference in this Article to the Board or the Association, as such, each shall have the right

1 to act hereunder by Board (which Board will not exceed nine (9) in number), individual member,
2 or designated representative, whether or not a member. Each party will provide to the other, upon
3 request, a written statement indicating the person or persons so authorized to act in its behalf at any
4 particular point in time. The person or persons so authorized to act will be authorized to act in
5 regard to all aspects of negotiation, it being the mutual intension that neither will be required to
6 negotiate with respect to different subjects with different persons representing this other party.
7

8 C. All written notices to the Association or Board respectively will be deemed to have been properly
9 given if delivered to the President of the Association and to the Superintendent of Schools,
10 respectively.
11

12 D. Nothing herein contained will be deemed to affect or authorize negotiations or requests for changes in
13 the provisions of the Agreement of which this Article is a part.
14

15 **ARTICLE 30: TERM OF AGREEMENT**
16

17 This agreement shall govern the rights of the parties from August 27, 2014 through August 26, 2016.
18

19 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year
20 written below.
21

22 The Board of Education of the City of Portland
23 Dated: 2/3/15 by: Sarah Thompson
24 Its Chair Sarah Thompson
25

26 The Portland Education Association
27 Dated: 1-20-2015 by: Suzette Olafsen
28 Its President Suzette Olafsen
29
30
31

1
2
3
4

Appendix A-1
PEA Salary Schedule 2014-2015 (no increase/no steps)
Schedule 187 Day

Schedule 187 Day Experienced Based Salary Schedule (To be used for initial placement on the Professional Learning Based Scale only)								
STEP	B		M		MI		D	
1	34,679	1	37,982	4	39,633	5	41,285	6
2	36,331	3	39,633	5	41,285	6	42,937	1
3	37,982	4	41,285	6	42,937	1	44,588	2
4	39,633	5	42,937	1	44,588	2	46,239	4
5	40,955	6	44,588	2	46,239	4	47,891	5
6	42,275	1	45,909	3	47,560	5	49,211	6
7	43,597	2	47,230	4	48,882	6	50,533	1
8	44,918	3	48,551	5	50,202	1	51,854	1
9	46,239	4	49,873	6	51,524	1	53,175	2
10	47,560	5	51,193	1	52,845	2	54,496	3
11	48,882	6	52,515	2	54,166	3	55,818	4
12	50,202	1	53,836	3	55,487	4	57,138	5
13	51,524	1	55,157	4	56,809	5	58,460	6
14	52,845	2	56,478	5	58,129	6	59,780	1
15	54,001	3	57,634	6	59,285	1	60,937	1
16	55,157	4	58,789	6	60,441	1	62,093	2
17	56,313	5	59,946	1	61,597	2	63,248	3
18	56,313	5	61,102	2	62,753	3	64,405	4
19	56,313	5	61,102	2	63,909	4	65,561	5
20	56,313	5	61,102	2	63,909	4	65,561	5
21	57,304	5	62,093	2	64,900	4	66,551	6
22	57,304	5	62,093	2	64,900	4	66,551	6
23	57,304	5	62,093	2	64,900	4	66,551	6
24	57,304	5	62,093	2	64,900	4	66,551	6
25	57,304	5	62,093	2	64,900	4	66,551	6
26	58,129	6	62,919	3	65,725	5	67,377	6
27	58,129	6	62,919	3	65,725	5	67,377	6
28	58,129	6	62,919	3	65,725	5	67,377	6
29	58,129	6	62,919	3	65,725	5	67,377	6
30	58,129	6	62,919	3	65,725	5	67,377	6
31	59,120	1	63,909	4	66,716	6	68,368	1

Schedule 187 Day Professional Learning Based Salary Schedule					
STEP	I	II	III	IV	V
1	34,679	43,432	52,184	60,937	69,689
2	36,001	44,752	53,505	62,257	71,010
3	37,322	46,074	54,827	63,579	72,332
4	38,643	47,395	56,147	64,900	73,652
5	39,964	48,716	57,469	66,221	74,974
6	41,285	50,037	58,789	67,542	76,294
7	42,606	51,359	60,111	68,864	77,616
8	43,927	52,679	61,432	70,184	78,937
9	45,248	54,001	62,753	71,506	80,258
10	46,569	55,322	64,074	72,827	81,579

5

Appendix A-2
PEA Salary Scale 2014-2015 (no increase, no steps)
Schedule 197 Day

Schedule 197 Day Experienced Based Salary Schedule (To be used for Initial placement on the Professional Learning Based Scale only)						
STEP	B		M		MI	D
1	36,574	1	40,058	4	41,799	5 43,541 6
2	38,316	3	41,799	5	43,541	6 45,283 1
3	40,058	4	43,541	6	45,283	1 47,025 2
4	41,799	5	45,283	1	47,025	2 48,765 4
5	43,193	6	47,025	2	48,765	4 50,508 5
6	44,586	1	48,418	3	50,159	5 51,901 6
7	45,979	2	49,811	4	51,553	6 53,294 1
8	47,373	3	51,204	5	52,945	1 54,688 1
9	48,765	4	52,598	6	54,339	1 56,080 2
10	50,159	5	53,991	1	55,733	2 57,474 3
11	51,553	6	55,384	2	57,126	3 58,868 4
12	52,945	1	56,778	3	58,519	4 60,260 5
13	54,339	1	58,170	4	59,913	5 61,654 6
14	55,733	2	59,564	5	61,306	6 63,047 1
15	56,952	3	60,783	6	62,524	1 64,267 1
16	58,170	4	62,002	6	63,745	1 65,485 2
17	59,391	5	63,221	1	64,963	2 66,705 3
18	59,391	5	64,441	2	66,182	3 67,924 4
19	59,391	5	64,441	2	67,402	4 69,143 5
20	59,391	5	64,441	2	67,402	4 69,143 5
21	60,435	5	65,485	2	68,447	4 70,188 6
22	60,435	5	65,485	2	68,447	4 70,188 6
23	60,435	5	65,485	2	68,447	4 70,188 6
24	60,435	5	65,485	2	68,447	4 70,188 6
25	60,435	5	65,485	2	68,447	4 70,188 6
26	61,306	6	66,357	3	69,317	5 71,060 6
27	61,306	6	66,357	3	69,317	5 71,060 6
28	61,306	6	66,357	3	69,317	5 71,060 6
29	61,306	6	66,357	3	69,317	5 71,060 6
30	61,306	6	66,357	3	69,317	5 71,060 6
31	62,351	1	67,402	4	70,362	6 72,104 1

Schedule 197 Day Professional Learning Based Salary Schedule					
STEP	I	II	III	IV	V
1	36,574	45,805	55,036	64,267	73,497
2	37,968	47,198	56,430	65,659	74,890
3	39,361	48,591	57,823	67,053	76,284
4	40,754	49,985	59,216	68,447	77,676
5	42,148	51,378	60,609	69,839	79,071
6	43,541	52,772	62,002	71,233	80,464
7	44,934	54,166	63,395	72,626	81,857
8	46,327	55,558	64,789	74,019	83,251
9	47,721	56,952	66,182	75,414	84,643
10	49,115	58,345	67,575	76,807	86,037

5
6

1
2
3
4

Appendix A-3
PEA Salary Schedule 2015-2016 (2% COLA + 1 step)
Schedule 183 Day

Schedule 183 Day Experienced Based Salary Schedule (To be used for initial placement on the Professional Learning Based Scale only)								
STEP	B		M		MI		D	
1	35,373	1	38,742	4	40,426	5	42,111	6
2	37,058	3	40,426	5	42,111	6	43,796	1
3	38,742	4	42,111	6	43,796	1	45,480	2
4	40,426	5	43,796	1	45,480	2	47,164	4
5	41,774	6	45,480	2	47,164	4	48,849	5
6	43,121	1	46,827	3	48,511	5	50,195	6
7	44,469	2	48,175	4	49,860	6	51,544	1
8	45,816	3	49,522	5	51,206	1	52,891	1
9	47,164	4	50,870	6	52,554	1	54,239	2
10	48,511	5	52,217	1	53,902	2	55,586	3
11	49,860	6	53,565	2	55,249	3	56,934	4
12	51,206	1	54,913	3	56,597	4	58,281	5
13	52,554	1	56,260	4	57,945	5	59,629	6
14	53,902	2	57,608	5	59,292	6	60,976	1
15	55,081	3	58,787	6	60,471	1	62,156	1
16	56,260	4	59,965	6	61,650	1	63,335	2
17	57,439	5	61,145	1	62,829	2	64,513	3
18	57,439	5	62,324	2	64,008	3	65,693	4
19	57,439	5	62,324	2	65,187	4	66,872	5
20	57,439	5	62,324	2	65,187	4	66,872	5
21	58,450	5	63,335	2	66,198	4	67,882	6
22	58,450	5	63,335	2	66,198	4	67,882	6
23	58,450	5	63,335	2	66,198	4	67,882	6
24	58,450	5	63,335	2	66,198	4	67,882	6
25	58,450	5	63,335	2	66,198	4	67,882	6
26	59,292	6	64,177	3	67,040	5	68,725	6
27	59,292	6	64,177	3	67,040	5	68,725	6
28	59,292	6	64,177	3	67,040	5	68,725	6
29	59,292	6	64,177	3	67,040	5	68,725	6
30	59,292	6	64,177	3	67,040	5	68,725	6
31	60,302	1	65,187	4	68,050	6	69,735	1

Schedule 183 Day Professional Learning Based Salary Schedule					
STEP	I	II	III	IV	V
1	35,373	44,301	53,228	62,156	71,083
2	36,721	45,647	54,575	63,502	72,430
3	38,068	46,995	55,924	64,851	73,779
4	39,416	48,343	57,270	66,198	75,125
5	40,763	49,690	58,618	67,545	76,473
6	42,111	51,038	59,965	68,893	77,820
7	43,458	52,386	61,313	70,241	79,168
8	44,806	53,733	62,661	71,588	80,516
9	46,153	55,081	64,008	72,936	81,863
10	47,500	56,428	65,355	74,284	83,211

5

Appendix A-4
 PEA Salary Scale 2015-2016 (2% COLA + 1 step)
 Schedule 193 Day

Schedule 193 Day Experienced Based Salary Schedule (To be used for initial placement on the Professional Learning Based Scale only)							
STEP	B		M		MI		D
1	37,305	1	40,859	4	42,635	5	44,412
2	39,082	3	42,635	5	44,412	6	46,189
3	40,859	4	44,412	6	46,189	1	47,966
4	42,635	5	46,189	1	47,966	2	49,740
5	44,057	6	47,966	2	49,740	4	51,518
6	45,478	1	49,386	3	51,162	5	52,939
7	46,899	2	50,807	4	52,584	6	54,360
8	48,320	3	52,228	5	54,004	1	55,782
9	49,740	4	53,650	6	55,426	1	57,202
10	51,162	5	55,071	1	56,848	2	58,623
11	52,584	6	56,492	2	58,269	3	60,045
12	54,004	1	57,914	3	59,689	4	61,465
13	55,426	1	59,333	4	61,111	5	62,887
14	56,848	2	60,755	5	62,532	6	64,308
15	58,091	3	61,999	6	63,774	1	65,552
16	59,333	4	63,242	6	65,020	1	66,795
17	60,579	5	64,485	1	66,262	2	68,039
18	60,579	5	65,730	2	67,506	3	69,282
19	60,579	5	65,730	2	68,750	4	70,526
20	60,579	5	65,730	2	68,750	4	70,526
21	61,644	5	66,795	2	69,816	4	71,592
22	61,644	5	66,795	2	69,816	4	71,592
23	61,644	5	66,795	2	69,816	4	71,592
24	61,644	5	66,795	2	69,816	4	71,592
25	61,644	5	66,795	2	69,816	4	71,592
26	62,532	6	67,684	3	70,703	5	72,481
27	62,532	6	67,684	3	70,703	5	72,481
28	62,532	6	67,684	3	70,703	5	72,481
29	62,532	6	67,684	3	70,703	5	72,481
30	62,532	6	67,684	3	70,703	5	72,481
31	63,598	1	68,750	4	71,769	6	73,546

Schedule 193 Day Professional Learning Based Salary Schedule					
STEP	I	II	III	IV	V
1	37,305	46,721	56,137	65,552	74,967
2	38,727	48,142	57,559	66,972	76,388
3	40,148	49,563	58,979	68,394	77,810
4	41,569	50,985	60,400	69,816	79,230
5	42,991	52,406	61,821	71,236	80,652
6	44,412	53,827	63,242	72,658	82,073
7	45,833	55,249	64,663	74,079	83,494
8	47,254	56,669	66,085	75,499	84,916
9	48,675	58,091	67,506	76,922	86,336
10	50,097	59,512	68,927	78,343	87,758

1
2
3
4

5
6

1 Appendix B
2 Professional Learning Based Salary System

3
4 Professional Learning Activities and PLBSS Process

5
6 Significant Contribution vs. Professional Responsibility

7 Proposals will be reviewed to determine whether a proposed professional learning activity is part of the
8 regularly expected professional work of an educator carrying out his/her assignment versus that work
9 rising above the expectation of that regular professional assignment. This question often arises when a
10 proposal involves the creation of materials, the design of instruction, or the execution of an activity that is
11 integrated in the offering of the course. The necessary determination is whether a re-working of a
12 component or the creation of a new one, is a normal freshening of the program or a significant addition to
13 the overall program.

14
15 **While not an exhaustive list, the following demonstrates the type of learning projects that could be**
16 **considered for educators to earn contact hours:**

- 17
18 • Classroom Action Research
19 • National Board Certification
20 • New Class Curriculum Developed and Implemented
21 • Conference/Workshop/Course Presenter
22 • Professional Learning Collaborations
23 • Professional Book Groups
24 • Curriculum Institutes
25 • Creating a website to promote student learning
26

27 PROCESS

28 Initial Placement on the PLBSS

29 When the PLBSS was adopted, the PPS and PEA agreed to continue to maintain a “traditional”
30 Experience Based Salary Schedule (EBSS) with the format of the 2007-08 EBSS, including 4 degree-
31 based lanes and 31 experience-based steps. For each year of the 2011-2014 contract, the EBSS will have
32 the same increase on the base as the PLBSS.

33 When the district hires new staff with advanced degrees and/or experience, it will make the initial
34 placement on the PLBSS as follows: The district will assess the new hire’s degree status and determine
35 his/her eligible years of experience, per provision of the contract, as has been done in the past. This will
36 allow the placement of the individual on the “shadow” EBSS and the determination of the starting salary
37 that scale would dictate. That salary would then be used to place the new hire, again in accordance with
38 contract provisions, on the Lane and Step in the PLBSS identical or next highest to that salary, but at a
39 step no higher than 6 in any lane. If the next highest salary would place the person at a step higher than 6,
40 the person would be placed in the next lane to the right on the step with the next highest salary in
41 comparison to the EBSS placement.

42 Registering for Using the PLBSS Website

43 When you enter the Professional Learning Based Salary System (PLBSS) website at www.plbss.org, the
44 first screen that you reach is the “Login.” At this screen you can register for access, which will create your
45 SCH account and individual homepage in the salary system database. On the “Login” screen, you should
46 see the link “Register for Access,” below the box that allows registered users to enter their Employee ID #
47 and their password. Click on this “Register for Access” link, and it will take you to the next screen, which

1 is “Registration.” It requests that you enter your last name and your Employee ID #. Remember that your
2 Employee ID # is a six (6) digit number, even though your ID badge may show eight (8) digits. The
3 number is the first six digits from the left. Once you enter your last name and your Employee ID #, click
4 on the “Submit.”

5 This will bring you to a screen that asks you to enter your Portland Public Schools email address, and to
6 create a password. The password must be at least six (6) characters long, and at least one of the characters
7 must be something other than a letter. When you have entered your email address and created your
8 password, click on the “Submit” button. You will receive a message that tells you that you have
9 successfully registered. It will include a link that allows you to be taken directly to your new individual
10 homepage. From your homepage, you will be able to submit proposals, work on submitted proposals still
11 pending pre-approval, and attach documentation to completed proposals. You can also view your overall
12 SCH account for the status of all your proposals.

13 Proposal Submission Process

14 Every request for Salary Contact Hours (SCH) must be submitted using the PLBSS website
15 (www.plbss.org) and your homepage. You will find links to the PLBSS website at the PEA website or at
16 the PPS website under the Staff section, and the subsection for PEA Contract Information and the PLBSS.

17 At your home page, in order to “Submit New Proposal for Pre-Approval,” you will find links to three
18 types of proposal submission forms. Select the form which best describes the type of activity you will
19 propose: “**Course Credit/CEUs**” (which includes university and college offered courses); “**District**
20 **Offered Professional Learning**” (which also includes pre-authorized district sponsored work); and “**All**
21 **Other SCH Proposals**” (which includes non-university/college courses and individually designed
22 learning activities). All proposals for SCH (including District Offered Professional Learning) must use
23 the appropriate form for submission.

24 Building level group activity proposals must first be submitted in advance of the activity on the
25 appropriate form (available from the office of the Chief Academic Officer) to the CAO and approved by
26 the CAO. This is done in order for the activity to become a district offering for which a PPS certificate
27 will be issued as documentation. It also insures that the granting of SCH will be consistent among
28 participants. Once approved by the CAO, individual participants must then submit the activity on the
29 “District Offered Professional Learning” form on the PLBSS.

30 All proposals must also meet the October 1 submission and January 10 documentation of successful
31 completion deadlines for the awarded SCH to count toward a Lane Change for the following September.

32 Course Credit/CEU Proposal Form

33 The Course Credit/CEU form requires the educator to identify the university/college or other provider
34 who is authorized to grant credits or nationally certified CEUs for this activity. If the activity is a course,
35 the course number must be provided. Use the drop down calendar feature to provide the start and finish
36 dates for the activity. Also, the number of credits or CEUs offered must be provided. Please remember
37 that CEUs are very specific units that are only able to be offered by nationally certified providers (most
38 often colleges and universities or national professional organizations).

39 Finally, the educator must **respond fully and in detail** to the questions regarding how this activity will
40 contribute to the educator’s skills, knowledge, and practice, as well as to students learning.

41 After this information is provided, click on the submit button, and you should find that this proposal is
42 now listed under the “Work on Proposals Pending Pre-Approval” category on your homepage. It will
43 have a status of “Pending Review.”

1 Remember that submitting a request for course reimbursement and submission for SCH award are two
2 separate processes. If both are sought, each must be submitted following the appropriate procedures.

3 District Offered Professional Learning Proposal Form

4 If the activity is an offering from the Community of Learners, the COL listing will provide the workshop
5 title, the start and finish dates, the number of SCH offered, and a description that must be included in the
6 proposal. Also, the educator must **respond fully and in detail** to the questions regarding how this
7 activity will contribute to the educator’s skills, knowledge, and practice, as well as to student learning.

8 After this information is provided, click on the submit button, and you will find that this proposal is now
9 listed under the “Work on Proposals Pending Pre-Approval” category on your homepage. It will have a
10 status of “Pending Review.”

11 All Other SCH Proposals Form

12 The “All Other SCH Proposals” form requires more input from the educator because it is most often used
13 for submitting activities for which the offering entity is less well known or not accredited, or for
14 submitting original, educator-designed activities.

15 A title and a detailed description of the activity must be provided. If the activity is being offered by an
16 educational organization, then its description of the offering may suffice. If the activity is self-designed,
17 the description should give a good overall view, as well as enough detail to make the scope/goals/impact
18 of the activity clear to the review team.

19 Please write a full explanation of the activity detailing how the activity makes a “significant contribution”
20 to student learning and/or educator practice. In order to successfully support “significant contribution” to
21 student learning, the educator must describe fully the student outcomes hoped to be met, how student
22 work will be assessed, and what specific documentation will be provided to show the student learning
23 achieved. A successful proposal for “significant contribution” to educator practice, will describe how the
24 proposed activity will specifically change the educator’s practice, will detail the specific documentation to
25 be provided to show the changed approach, and will describe how the outcome of this change will be
26 evaluated.
27

28 Proposing and Documenting Significant Contributions to Student Learning and Teacher 29 Practice

30 In order to support significant contribution to student learning, a proposal must be specific about what
31 students would learn, and then provide student work to document that learning. In order to support
32 significant contribution to educator practice, a proposal must detail specific examples of strengthening or
33 expanding teaching methods and then give evidence of the application of those skills.
34

35 Often, non-approval of a proposal does not question that students learned or that educator practice was
36 enhanced, but that the educator did not specifically state those goals and did not detail the evidence to be
37 provided that would demonstrate that the goals were achieved. SCH will not be awarded based on the
38 assumption that learning has happened or that practice has been enhanced.
39

40 This proposal and documentation process are designed to demonstrate that the work recognized under the
41 salary system aligns with the philosophy that strong, educator-directed professional development leads to
42 increased student learning.
43

1
2 Lane and Step Placement with a Lane Change

3 When a staff member receives a Lane Change (LC) for the beginning of a contract year the steps in
4 determining the new placement are:

- 5
- 6 • Find the salary scale for the new contract year and for the appropriate number of contract days
 - 7 • Find last year's Lane and Step and move up one step to determine what the salary would have been in the new contract year without a LC
 - 8 • Now move one Lane to the right and find the identical or next highest salary in your new Lane.
 - 9 • This will be your new Lane/Step placement from which the educator will make Step increases in
10 the following years.

11 Remember that movement from Lane to Lane in the PLBSS is not directly lateral. For example, a LC for
12 an educator previously on Lane 3/Step 4, you will move to Lane 4/Step 1 for the new contract year. The
13 educator would not move to Lane 4/Step 5.

14 Also remember that once an educator takes their experience step on the previous Lane, if the educator will
15 now move from Step 8, 9, or 10, the educator will move to a step in the next lane that has the identical or
16 next higher salary that the educator would have earned in the previous Lane at the new step. The new
17 Step will not be Step 1 in the new lane, because that salary will be lower than what would have been
18 earned in the previous Lane. For example, if an educator moved from Lane 2/Step 8 to Lane 3, the Step
19 Placement would be 2. If an educator moved from Step 9, the Step placement in the new Lane would be
20 Step 3; and if an educator moved from Step 10, the new placement would be Step 4.

21 PPS/PEA Agreements on Salary Contact Hour Proposals

22 OVERALL GUIDELINES

- 23
- 24 • 225 SCH to make a Lane Change
 - 25 • 4 year minimum between Lane Changes
 - 26 • Maximum of 60 SCH per proposal with some exceptions
 - 27 • SCH granted for activities that make a significant contribution to student learning and educator
28 practice in the Portland Public Schools
 - 29 • SCH not granted for learning activities done during paid time, but SCH granted for the application
30 of the knowledge/skill gained from the learning activity done during paid time when it is applied
31 in the classroom
 - 32 • SCH not granted for activities repeated more than twice per lane change
- 33

34 INDIVIDUAL PROPOSALS

35
36 National Board Certification: 225 SCH upon receiving certification.

37 Completion of the Take One Program (without gaining NBC) will be granted 45 SCH.

38
39 State/National Teacher of the Year: 45 SCH upon completion of the application process.

40
41 Performing and Fine Arts Educators: SCH proposals will be considered when the educator submits a
42 proposal which uses the knowledge/skills gained from their participation in a public performance (as a
43 result of audition or juried acceptance) **in the classroom** and describes the documentation they will

1 provide of that classroom use.

2
3 **New Course Curriculum:** 45 SCH for the creation and execution of a new district approved course. 15
4 SCH for the creation and execution of substantial new or revised material, including the application of
5 substantial new technology for an existing course.

6
7 **Course/Workshop/Training Presenters:** When conducted *for PPS staff*, presenters will receive 2 hours of
8 planning time for each 1 hour of presentation time for the first presentation. No SCH for repeat
9 presentations. District approved repeat presentations will be paid.

10 11 **PAID WORK**

12
13 **Educators may not choose between receiving pay or salary contact hours for an activity.**

14
15 **Attendance at workshops, classes or conferences that occur during the contract day:**
16 SCH proposals will not be considered for attendance at these activities. SCH proposals will be considered
17 when the educator makes a proposal which uses the knowledge/skills gained from these activities in the
18 classroom and describes the documentation they will provide of that classroom use.

19
20 **Hourly paid work:** no SCH will be granted.

21
22 **Activities completed on Sabbatical Leave:** SCH will not be granted for activities which are within the
23 educator's stated reason for the leave.

24 25 **GROUP WORK**

26
27 **Building level group activities** must be submitted on the appropriate form (Building Activity Form, Book
28 Group Form, Committee Form) by the administrative leader and group activity leader with all the
29 participant names to the CAO for advance review/approval in order to provide consistency in the granting
30 of salary contact hours between group members.

31 32 **MAXIMUM HOURS**

33
34 **All Proposals:** The maximum number of SCH that can be earned per proposal is 60, except for National
35 Board Certification (225) and PPS/PEA designed and offered courses of study.

36
37 **Mentoring:** Student Teacher: 45 hours (full semester)
38 Student Nurse/Social Worker: 1 SCH for every 9 hours of placement.
39 A maximum of two mentoring activities will be granted SCH per lane change.

40
41 **Student Travel/Field Trips:** Educators accompanying students on district approved field trips may submit
42 proposals for up to 8 hours for each non-contract day. The primary leader/organizer may propose
43 additional hours for pre-trip organization.

44 45 **DEADLINES**

46
47 Lane Changes may be made only on September 1st of each year. In order to change lanes, the educator, in
48 the year prior to the lane change, must submit proposals for any salary contact hours to be used toward the
49 lane change by October 1st and document all hours to be used toward the lane change by January 10th.

1
2 **PROFESSIONAL RESPONSIBILITY**

3
4 **Committee Work:** Participation on the first committee is considered professional responsibility.
5 Participation on a second or third committee in the same school year will be granted 10 – 40 SCH
6 depending on role (see Building Activity Form info above).
7

8 **NOT ELIGIBLE FOR SCH**

- 9
10 • **Adult Education Classes** However, SCH proposals will be considered for the documented use of
11 the knowledge/skills gained from these classes in the classroom.
12 • **Personal Travel** However, SCH proposals will be considered for the documented use of the
13 knowledge/skills gained from the travel in the classroom.

14 **Changes from 2008-11 Contract:**

15
16 **Online proposal forms** will be changed to break apart the questions so that SIGNIFICANT
17 CONTRIBUTION to student learning and educator practice, and SPECIFIC DOCUMENTATION
18 questions can be adequately addressed by the educator and considered for rigor by the Proposal Review
19 Team.
20

21 **No longer eligible:**

- 22
23 • **No category for “School District Community”** but educators can submit proposals for these types
24 of activities in the student learning or educator practice categories if a strong connection is made in
25 the submitted proposal.
26 • **Teaching a 3 credit college course.** No SCH will be granted.
27 • **University/colleges courses in administration.** SCH will not be granted unless course is related to
28 student learning or educator practice.
29 • **Service as an Officer in a Professional Organization.** No SCH will be granted.
30 • **Student Intern 24 Hour Field Placement:** No SCH will be granted.
31 • **Writing College Recommendations.** No SCH will be granted.
32 • **Repeat activities** – No SCH will be granted for an activity done more than twice per lane change.
33 • **Music Festivals** – No SCH will be granted for preparation at district/state music festivals.
34

35 **Activities which will now be paid instead of granted SCH:**

36
37 **Course/Workshop/Training Presenters:** When conducted for PPS staff, presenters will be paid for district
38 approved repeat presentations.
39
40

MIDDLE SCHOOL DIFFERENTIAL RATES

ATHLETIC			CO-CURRICULAR				
	Boys/Girls'	Base		Boys/Girls'	Base		
BASEBALL	B	2714	INTRAMURALS	B	1012	DRAMATICS	2714
BASKETBALL	B	4071	INTRAMURALS	G	1012	MATH TEAM COACH Middle	1012
BASKETBALL	G	4071	OUTDOOR TRACK	B	2714	NEWSPAPER ADVISOR	2468
BASKETBALL GRADE 6 COORDINATOR	B	1012	OUTDOOR TRACK	G	2714	OM BUILDING COORD	987
BASKETBALL GRADE 6 COORDINATOR	G	1012	SOCCER	B	2714	YEARBOOK ADVISOR	3291
CHEERLEADING FALL	G	2262	SOCCER	G	2714	FLOAT	1358
CHEERLEADING FALL ASST	G	1358	SOFTBALL	G	2714		
CHEERLEADING WINTER	G	2714	SWIMMING	B	2714		
CHEERLEADING WINTER ASST	G	1628	SWIMMING ASST	B	1628		
CROSS COUNTRY		1810	SWIMMING	G	2714		
CROSS COUNTRY ASST		1086	SWIMMING ASST	G	1628		
FIELD HOCKEY	G	2714	TENNIS	B	1358		
FOOTBALL	B	4525	TENNIS	G	1358		
INDOOR TRACK	B	2262	WRESTLING	B	2714		
INDOOR TRACK	G	2262					
INDOOR TRACK ASST	B	1358					
INDOOR TRACK ASST	G	1358					

ELEMENTARY AND MISCELLANEOUS DIFFERENTIAL RATES

	Base		Base
ELEMENTARY COORD	1012	READ CONS (Grandfathered)	2691
MATH TEAM CITY COORDINATOR	987		

1

2
3
4
5
6
7

8

Appendix D
Teacher Leadership Schedule

2014-16 TEACHER LEADER RATES			
	Base		Base
ACTIVITIES DIRECTOR	7,551	COORDINATOR of LIBRARIANS	2,517
CLUSTER COORDINATOR	8,391	DISTRICT MUSIC COORD	4,196
CLUSTER COORDINATOR PATHS	7,551	GOVERNANCE COMMITTEE	5,034
DIRECTOR OF GUIDANCE	7,551	THEATER MANAGER	4,196
BUILDING TECHNOLOGY COORD 1	1,330	MATH COORD ELEMENTARY LEVEL 2	2,517
BUILDING TECHNOLOGY COORD 2	1,922	MATH COORD ELEMENTARY LEVEL 3	3,357
BUILDING TECHNOLOGY COORD 3	2,515	MATH COORD ELEMENTARY LEVEL 4	4,196
BUILDING TECHNOLOGY COORD 4	3,108	MATH COORD MIDDLE SCHOOL	TBD
BUILDING TECHNOLOGY COORD 5	3,699	MENTOR LEVEL I	TBD
BUILDING TECHNOLOGY COORD 6	4,291	MENTOR LEVEL II	TBD
COORDINATOR of NURSES	3,357	MENTOR LEVEL III	TBD
COORDINATOR of SOCIAL WORKERS	3,357	MENTOR LEVEL IV	TBD
		NATIONAL BOARD TEACHER CERTIFICATION MENTOR	750

Level A	Level B	Level C
3,501	8,753	11,204

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

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

1
2
3

4

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

Appendix E
Class Size

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

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

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

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

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

Appendix F
Educator Evaluation

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

i. Educators shall be formally evaluated periodically by principals or persons designated by the Superintendent or her/his representative. All observations of the work of an educator shall be conducted with full knowledge of the educator. The Directors of Math and Reading may evaluate consultants in their respective areas. Athletic Directors may evaluate coaches, in their capacity as coaches.

ii. An observation shall mean a procedure which includes (1) a pre-observation conference, (2) a classroom observation of at least one lesson, (3) a post-observation conference, and (4) a written observation report.

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

iii. All observations shall be reduced to writing within ten (10) days and a copy given to the educator. The educator will sign the file copy indicating receipt thereof only. The educator may submit a written statement, which shall be attached to the file copy.

iv. Annual reports of educators shall be in narrative and/or checklist form - that is, based upon classroom observations, specific events, episodes, or incidents whether favorable or unfavorable to the educators, occurring during the evaluation period. Whenever an educator is rated less than satisfactory on a checklist, a narrative shall be provided. Whenever practicable such reports shall include:

1. Remarks regarding increased or decreased ability or performance of the educator during the period since the previous report.
2. Specific suggestions as to measures, which the educator may take to improve her/his performance in areas where weaknesses have been indicated.
3. The educator shall be given a copy of any annual report(s) prepared by her/his evaluator(s) at least one (1) day before any conference to discuss it. No such report shall be submitted to the Central Office or placed in the educator's file without prior conference with the educator. All items on checklist shall be completed or indicated as "unrated".

v. There shall be at least three (3) observations and one (1) annual report each year for educators during the probationary period.

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

Appendix G
Elementary Planning

A. The Committee and the Association are committed to provide individual and common planning time for educators, and therefore:

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

Appendix H - Course Approval Form

Name	School/Department		
Employee #	Position/Assignment		
Course # & Title	Dates (m/d/y) / / to / /		
School/College	Tuition & Fees \$		
<input type="checkbox"/> Undergraduate _____ Credit hours <input type="checkbox"/> Workshop _____ CEUs _____ Contact Hours <input type="checkbox"/> Graduate _____ Credit hours <input type="checkbox"/> Other _____ CEUs _____ Contact Hours			
I understand that this form must be submitted to HR for approval before the course begins.	I understand that in order for this professional learning to be considered for Salary Contact Hours, I must fully complete and electronically submit the appropriate proposal form on the PLBSS.		I understand that my eligibility for course reimbursement or advance payment is governed by PEA Contract Article 22.
Employee Signature: _____		Date: _____	
I am requesting advance payment. * <input type="checkbox"/> No <input type="checkbox"/> Yes * Course must be for college credit hours.			
If you checked "Yes", you must attach proof of registration and an official bill documenting tuition and fee charges.			
I agree to follow university drop/incomplete procedures and to pay to Portland Public Schools the full amount of the advance payment if I do not complete the course <i>with a grade of B or better</i> or if I do not <i>submit a copy of my grade report</i> to the Human Resources Office within sixty (60) days of the end date of the course.			
Employee Signature: _____		Date: _____	
Proposal: Please answer the following questions by attaching a TYPED response to this form.			
1. Explain how this course is related to your current assignment.			
2. Explain how this course will make a <i>significant contribution</i> to improvement in your teacher practice and in student learning.			
PRINCIPAL/SUPERVISOR RECOMMENDATION			
<input type="checkbox"/> Recommend approval <input type="checkbox"/> Refer to Superintendent		Date of meeting with Principal (if applicable): _____	
Principal/Supervisor: _____		Date: _____	
SUPERINTENDENT DECISION			
<input type="checkbox"/> Yes <input type="checkbox"/> No If no, reason: _____			Date: _____
HUMAN RESOURCES VERIFICATION OF REIMBURSEMENT ELIGIBILITY/APPROVAL			
<input type="checkbox"/> Eligible <input type="checkbox"/> Ineligible Reason: _____		School year: _____	
Director of Human Resources: _____		Date: _____	
FOR HUMAN RESOURCES ONLY: PAYMENT AUTHORIZATION			
<input type="checkbox"/> Taxable <input type="checkbox"/> Not Taxable Reason: <input type="checkbox"/> 1. <input type="checkbox"/> 2a. <input type="checkbox"/> 2b. <input type="checkbox"/> 2c. <input type="checkbox"/> 2d.		Date: _____	
Authorized Signature: _____		Date: _____	
Amount Due: \$ _____	Pay Date _____	Processed by: _____	

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

LEVEL SUBMITTED:
Level I _____
Level II _____
Level III _____

Grievant’s Name: _____

Work Location: _____

Job Title: _____

Description of Alleged Contract Violation: _____

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

Date of Occurrence of Alleged Violation: _____

Remedy Sought: _____

Signature of Grievant or Association Representative

Date

Date Received by Administration: _____

Decision: _____

Signature of Administrator

Date

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

Signature of President of PEA

Date

Signature of Superintendent or his/her Designee

Date

Appendix J
P.E.A. SICK BANK ENROLLMENT

A sick leave bank is hereby established whereby an employee covered by the PEA Bargaining Agreement, faced with personal or immediate family illness or accident may borrow sick days not yet accumulated. The following apply:

1. Participation: Optional
2. Enrollment: September 1, 1995 for employees of the PEA bargaining unit hired before September 1, 1995. Effective date of hire for employees hired September 1, 1995 or after.
3. Contribution: One (1) day per participating employee.
4. Administration: A joint committee of equal representation of the Association and the School System.
5. Eligibility:
 - a. All accumulated sick leave must be exhausted.
 - b. Employees may be eligible to withdraw up to a maximum of ninety (90) workdays per year after having submitted a doctor's certificate.
 - c. An employee on sick leave when school closes in June who has borrowed time from the sick bank is not eligible for continuation the following September.
 - d. An employee may withdraw membership from the bank at any time, but may not withdraw contributed days. Any membership withdrawal request must be made in writing to the Human Resource Department.
 - e. An employee on Worker's Compensation will receive an amount equal to the difference between their regular pay and their Worker's Compensation allowance.
6. Repayment: Employees withdrawing days from the bank must return these days at a maximum of five (5) days of his/her sick leave on September 1 of the succeeding contract year and each year thereafter until the days are repaid. In the event of hardship, employees may appeal to the sick bank committee to change the rate of repayment.

In the event that an employee leaves the system owing time to the bank, such time will be repaid in cash (days @ per diem rate at time of loan).

Employees retiring due to illness as certified by a doctor's certificate shall not have to repay days borrowed from the sick bank.
7. Replenishment: All unused sick bank days will be carried over to the next school year. In the event that this total is less than two hundred and seventy (270) days, all participating members will be assessed one (1) day.
8. Employees who wish to borrow days should contact the Human Resource Office for an application.

**SICK BANK PARTICIPATION AUTHORIZATION
EMPLOYEES COVERED BY PEA AGREEMENT**

- Yes, I want to participate in the Sick Bank Program and authorize one day from my sick leave accumulation to be donated to the Bank.
- No, I do not want to participate in the Sick Bank Program.

Name (print) _____ Employee #: _____

Signature _____ Date: _____

Appendix K
Sick Bank Application

Please complete this application to borrow days from the Sick Bank and return with a doctor's certificate to the Human Resource Department.

To be eligible to borrow days from the Sick Bank, 1) all accumulated sick leave must be exhausted, 2) no more than ninety (90) days may be withdrawn, 3) an employee on sick leave when school closes in June who has borrowed time from the Sick Bank is not eligible for continuation the following September, and, 4) an employee on Worker's Compensation will receive an amount equal to the difference between their regular pay and their Worker's Compensation allowance.

Employees withdrawing days from the bank must return these days at a maximum of five (5) days of his/her sick leave on September 1st of the succeeding contract year and each year thereafter until the days are repaid. In the event of hardship, employees may appeal to the sick bank committee to change the rate of repayment.

In the event that an employee leaves the system owing time to the bank, such time will be repaid in cash (day @ per diem rate of time of loan).

Employees retiring due to illness as certified by a doctor's certificate shall not have to repay days borrowed from the sick bank.

This application will be returned within two weeks indicating approval status.

Name: _____ Employee ID #: _____

REASON: _____

of days requested: ____ for date(s): _____ Doctor's certificate attached? Y/N

Employee's Signature: _____ Date: _____

*******DO NOT WRITE BEYOND THIS POINT*****FOR OFFICE USE ONLY*******

Personal Illness

Approved

Family Illness

Not Approved

Comments: _____

Signature: _____ Date: _____

Human Resource Department

APPENDIX L
SABBATICAL APPLICATION, PROCESS, RUBRIC, and AGREEMENT

Application for Sabbatical Leave for the 20XX-20XX School Year

Please complete this application in full. Attach additional sheets/backup as necessary.

1. Name: _____
2. School: _____
3. Position: _____
4. Leave Dates: From ____/____/____ to ____/____/____
mo day year mo day year

5. **Proposal:**

Portland's Learning Results are based on the assumption that all teachers are experts on learning, that is:

- They understand the knowledge and skills needed in a particular content area;
- They understand complex reasoning;
- They know the learning needs of their students; and
- They can make decisions about teaching and learning in ways to maximize their students and ability to meet the Learning Results (source: Learning Results, Portland Public Schools page 1.2).

Describe in detail how you propose to spend your sabbatical leave. In what area(s) outlined above do you plan to expand your knowledge.

6. **How will this leave enable you to assist your students and school community to achieve the Portland Public Schools Learning Results?**
7. **What measurement criteria and methods will you use to assess achievement of the goal(s) of your sabbatical leave?**

Recommend for approval _____ **Not approved** _____

Chief Academic Officer **Date**

Superintendent **Date**

School Committee approved on _____
Date

Submit this application by February 1, 20XX, to the Human Resources Department.

1 **Sabbatical Review Process**

2
3 **Context**

4
5 In the collective bargaining agreement between the Board of Education and the Portland Education
6 Association sabbatical leave is defined in Article 26. The Article states that:

7
8 Sabbatical leave may be granted to a educator for study related to her/his teaching field, or for travel,
9 related to her/his teaching field, or for other reasons of value to the school system, all subject to the
10 approval of the Board and all subject to the following conditions:

- 11 1. Sabbatical leave shall be granted to a maximum of two percent (2%) of educators at any one
12 time.
- 13 2. Notice of intent to apply for sabbatical leave must be received by the Office of the
14 Superintendent in writing no later than December 15th of the school year preceding the year of such leave.
15 The educator must make application no later than February 1 and shall also complete said school year.
16 Action shall be taken by the Board on all such requests no later than April 1 of the school year preceding
17 the school year for which the sabbatical leave is requested. The appropriate Central Office Director shall
18 meet with the sabbatical leave applicant prior to making recommendation to the Board for approval. The
19 purpose of this meeting is to review the application prior to the submission of said application to the
20 Board.
- 21 3. Within ten (10) days from the Board’s decision, written notification shall be sent to the
22 applicant. Reasons shall be provided to the applicant in writing if the sabbatical leave request is denied.
- 23 4. The educator requesting sabbatical leave has completed at least seven consecutive full-time
24 school years of service in the Portland School System since her/his last prior sabbatical leave, if any.
- 25 5. An educator on sabbatical leave for a full school year shall be paid by the Board at fifty percent
26 (50%) of the salary rate which she/he would have received if she/he had remained actively employed by
27 the Board. An educator on sabbatical leave for one half (1/2) of a school year shall be paid by the Board at
28 seventy-five percent (75%) of the salary rate she/he would have received if she/he had remained actively
29 employed by the Board.
- 30 6. Health and Dental Insurance will continue to be paid during the period of leave at the rate that
31 would have been paid if the educator had remained actively employed by the Board.
- 32 7. Upon return from sabbatical leave, an educator shall be placed on the salary schedule at the
33 level which she/he would have attained had she/he remained actively employed in the system during the
34 period of her/his absence.
- 35 8. Before receiving sabbatical leave under the provision of this Article, the educator shall agree in
36 writing with the Board that she/he will return to the Portland School System for a period of not less than
37 two (2) years for a full time sabbatical and not less than one (1) year for a half time sabbatical, and also
38 that, in the event of breach of such agreement, she/he will repay the Board all sums advanced for her/his
39 Sabbatical leave, in proportion to the fulfillment of her/his two (2) year reemployment commitment.

40
41 **Sabbatical Review Process**

42
43 **Timeline**

44
45 Letter of Intent sent to Human Resources / Chief Academic Officer by December 15

46
47 Applications submitted to Human Resources /Chief Academic Officer by February 1

- 1 Application review including candidate meeting and written feedback completed by Chief Academic
- 2 Officer by March 1
- 3
- 4 Chief Academic Officer's recommendations forwarded to the School Board by March 1
- 5
- 6 School Board action on approved applications by April 1
- 7
- 8 Written notice of decision delivered to staff within 10 days of Board action.
- 9
- 10 **Application Review Process**
- 11
- 12 Chief Academic Officer reads applications and develops initial feedback based on rubric (up to 5
- 13 points in each of 5 areas)
- 14
- 15 A minimum score of 19 points is required to recommend the application for support
- 16
- 17 A score below Satisfactory in any category will result in a recommendation not to support the
- 18 application
- 19
- 20 This feedback is shared with staff at sabbatical review meetings with applicants between Feb 1 and
- 21 March 1
- 22

1
2

Sabbatical Rubric

		1 Limited Evidence	3 Satisfactory Evidence	5 Strong Evidence
Relation of Study to Educator Field	1	Proposal topic lacks clear link to current assignment	Proposal topic has clear link to current assignment	Proposal topic has clear sustained link to current and/or future assignment
	2	Proposal lacks identified connections to student learning	Proposal has identified connections to student learning	Proposal has identified connections to student learning and has defined plan for measuring effectiveness
or				
Relation of Travel Related to field	1	Proposed travel lacks clear link to current assignment	Proposed travel has clear link to current assignment	Proposal travel has clear sustained link to current and/or future assignment
	2	Proposed travel plan lacks connections to student learning	Proposed travel plan identifies connections to student learning	Proposed travel plan has identified connections to student learning and has defined plan for measuring effectiveness
Value to the School System	3	Proposal is not based on Comprehensive Plan Goals	Proposal is based on Comprehensive Plan Goals	Proposal is based on Comprehensive Plan Goals and makes specific reference to objectives / strategies
	4	Proposal has not identified opportunities to share study / travel experience with additional staff	Proposal has identified opportunities to share study / travel experience with additional staff	Proposal has identified opportunities to share study / travel experience with additional staff in a variety of settings
	5	Proposal has not identified characteristics of PPS student need and incorporated them into the proposal	Proposal has identified characteristics of PPS student need and incorporated them into the proposal	Proposal has identified characteristics of PPS student need, includes student learning data, and incorporated them into the proposal

3
4

