

AGREEMENT

between the

PORTLAND BOARD OF EDUCATION OF THE

CITY OF PORTLAND

and the

PORTLAND EDUCATION ASSOCIATION

August 26, 2016 to August 25, 2019

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1
2
3 **ARTICLE 1: RECOGNITION**

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

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 to
28 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 any
31 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
38 **ARTICLE 2: DEFINITIONS**

39
40 Except when the context in which the following words are used clearly requires another meaning, and except
41 when otherwise specifically indicated, the following words shall have meanings indicated below wherever
42 used in the Agreement:

43
44 A. **BOARD**

45
46 The Board of Education of the City of Portland. Said Board may act through its Chairperson, any
47 committee thereof, its Superintendent or any other representative authorized to act for it in any
48 particular situation or class of situations.
49

1 B. ASSOCIATION

2
3 The Portland Education Association. Said Association may act through its President or any
4 committee thereof or any other representative authorized to act for it in any particular situation or
5 class of situations.
6

7 C. SUPERINTENDENT

8
9 The Superintendent of the Portland School System, a Director or any other person whom the
10 Superintendent specifically designates to act for her/him in any particular situation or class of
11 situations.
12

13 D. PRINCIPAL

14
15 A Principal of an Elementary, Middle or High School including the Directors of Bayside, PATHS
16 and Adult Education.
17

18 E. ASSISTANT PRINCIPAL

19
20 An Assistant Principal of an Elementary, Middle, or High School including the Assistant Director of
21 PATHS.
22

23 F. EDUCATOR

24
25 A certified employee or Social Worker of the Portland School System represented in the bargaining
26 unit in Article 1, Section B defined and as described in Article 1, Section C.
27

28 G. DAYS

29
30 All days shall be considered educator work days unless otherwise specified.
31

32 H. BENEFIT ELIGIBILITY

33
34 Any educator offered a contract for any portion of a school year shall be eligible for fringe benefits as
35 contained in this contract, provided, however, that benefits for part-time educators shall be prorated,
36 based upon the percentage of full-time equivalency as set forth in the educators' individual teaching
37 contract. Educators commencing employment after August 31, 1998 who are employed less than half
38 time shall not be eligible for benefits.
39

40 **ARTICLE 3: MANAGEMENT RIGHTS**

41
42 Except as otherwise specifically provided in this Agreement, or otherwise specifically agreed to in writing
43 between the parties, the determination of educational policy, the operation and management of the schools
44 and the control, supervision and direction of the educators are vested exclusively in the Board.
45
46
47
48
49

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 or may be taken to the
20 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
23 cause, and no educator on continuing contract shall be dismissed, or deprived of any professional
24 advantage 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
27 certificate, proves unfit to teach or whose services the Board deems unprofitable to the school system
28 within the meaning of 20-A M.R.S.A. §13202. Dismissals and non-renewals of continuing contract
29 educators shall be governed by the procedure set forth in Section E of this Article and the pertinent
30 provisions of Article 9. Disciplinary actions shall be subject to the Conflict Resolution Procedure as
31 set forth in 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
41 2. The notice will state the purpose of the meeting to the extent possible without revealing
any sensitive and/or confidential information.
42
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
to get representation.

- 1 4. At the outset of such meeting, the Administrator will provide the educator with a clear and
2 detailed statement of the issues to be addressed with some supporting evidence.
- 3 5. It is understood that an educator may not always be able to immediately respond to the
4 issue that were raised during the meeting. Follow-up meetings may be scheduled as
5 appropriate to the particular circumstances.
- 6 6. It is understood between the parties that nothing in Paragraph D precludes an administrator
7 from meeting with an educator for the purpose of placing him/her on paid leave while a
8 matter is investigated.

9
10 E. DISMISSAL AND NON-RENEWAL PROCEDURE

11
12 1. Dismissals

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

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

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

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

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

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

1 2. Non-Renewals

2
3 If the continuing contract of an educator of that status is recommended by the Superintendent
4 for non-renewal, the educator shall be notified in writing prior to March 1, or as may
5 otherwise be provided by law. Within 15 calendar days, the educator may request written
6 reasons for the non-renewal recommendation and/or a hearing before the Board. At the same
7 time, the educator must notify the Superintendent in writing whether she/he elects the
8 arbitration procedure under Section E, Subsection 4, and Article 9 or other review available
9 to her/him should any review be sought of the Board's non-renewal decision. An election not
10 to pursue arbitration shall be signed by the educator and shall be binding upon the educator
11 and the Association. If arbitration is elected and if the Association subsequently decides not
12 to proceed to arbitration or withdraws from arbitration, the Board shall be held harmless from
13 any claim arising there from unless legal fraud or collusion between the Board and the
14 Association is proved.

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

21
22 3. Hearing Procedures

23
24 In any hearing before the Board on a dismissal or non-renewal the educator shall have the
25 right to be represented by a representative of the Association and/or by counsel.

26
27 The Board and the Association shall share equally the costs of any transcript of a hearing
28 before the Board, if the educator has elected to proceed to arbitration.

29
30 4. Arbitration on Dismissals and Non-Renewals

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

42
43 F. REDUCTION IN FORCE

44
45 1. Seniority Determination

46
47 Prior to December 15 of each school year, the Superintendent or his/her designee shall
48 provide to the Association a list of all educators in the bargaining unit. The educators shall be
49 listed in their appropriate impact areas according to seniority. Seniority shall be calculated by

1 computing the length of continuous employment in the bargaining unit. When two or more
2 educators have the same length of continuous employment, the educator or educators with the
3 greater or greatest total length of employment in the bargaining unit shall be deemed to have
4 the greater or greatest seniority. When two or more educators have the same length of total
5 employment in the bargaining unit, the educator or educators with the greater or greatest total
6 teaching experience shall be deemed to have the greater or greatest seniority. Leaves of
7 absence taken pursuant to the Agreement shall not be considered a break in continuous
8 employment. However, the period of time spent on unpaid leave of absence shall not be
9 counted in the computation of seniority. The period of time spent on layoff and subject to
10 recall shall be counted in the computation of seniority.

11
12 2. Impact Areas

13
14 The following impact areas shall be used in #(1) above:

15
16 Adult Education

17
18 PATHS

19 Architectural Drafting	Graphic Arts
20 Auto Collision	Health Occupations
21 Automotive Technology	Horticulture
22 Bio-Technology	Machine Technology
23 Carpentry	Masonry
24 Commercial Arts	PATHS Program Coordinator
25 Computer Technology	Plumbing
26 Culinary Concepts	Rec/Marine Repair
27 Early Childhood Occupations	Video Technology
28 Electricity/Alternate Energy	Vocational Arts Dance
29 Fashion Merchandising	Vocational Arts Music
30 General Trades	Welding

31
32 GENERAL

33 Alternative Credit Option	Librarian
34 Art K-12	Math 9-12
35 Computer Educator	Core Subjects 6-8
36 Music	ESOL
37 Physical Education	Elementary K-5
38 Pre-School Educator	English 9-12
39 Gifted K-8	Science 9-12
40 School Counselor	School Nurse
41 Health K-12	Social Studies 9-12
42 Family and Consumer Science	Social Worker
43 World Languages K-12	Technology Education 6-12

44
45 SPECIAL SERVICES

46 SP/Lang. Therapist	Physical Therapists
47 Special Education	School Psychologist
48 Occupational Therapist	

1
2 Educators who teach in more than one of these impact areas listed above will be listed in the
3 impact area in which they spend the most periods in the regular day. The Board has the right
4 to establish and add a new impact area for any new program, which does not fit into an
5 existing area (e.g. a new trade area or a new interdisciplinary area).
6

7 3. Procedure - Notice
8

- 9 a) If the Board is contemplating the elimination of any bargaining unit positions, it (or
10 its designee) will notify the Association. The Board (or its designee) will meet and
11 consult with the Association prior to a decision to eliminate any bargaining unit
12 positions.
13
14 b) Not later than 10 days after the Board determines that a reduction in the bargaining
15 unit positions shall occur, it shall send to the Association a list of the affected impact
16 areas and the positions to be eliminated.
17
18 c) The Board shall also give the Association a similar 10 days' notice of the elimination
19 of both extra-curricular and stipend/differential positions. Before terminating a
20 specific educator under this Paragraph, representatives of the Association will be
21 given an opportunity to meet with the Superintendent or his representative to consult
22 with and make recommendations concerning individual terminations.
23

24 4. Layoff
25

- 26 a) The least senior educator in an impact area shall be laid off except as subsequently
27 modified hereafter:
28
29 The least senior educator in an impact area may be retained and a more senior
30 educator laid off when:
31
32 (i) The least senior educator has more qualifications and more ability than a more
33 senior educator relative to the programs to be offered. Such comparison shall
34 be made in the inverse order of seniority. In such instance, the first educator
35 who has fewer qualifications and abilities than the least senior educator shall
36 be the educator laid off or
37
38 (ii) The least senior educator holds a differential or extracurricular position that
39 no educator in the impact area is both qualified and willing to fill.
40
41 b) Qualifications and abilities referred to in (i) above shall be determined by teacher
42 effectiveness ratings, certification, training (non-degree study in courses, workshops,
43 etc.) which meets the program need in the impact area, advanced degrees in the
44 program need area, and experience (within or outside the system) in the positions to
45 be filled.
46
47 c) Qualifications and abilities referred to in (ii) above shall be determined by any of the
48 following: experience, skills, training, management ability, supervisory ability,

1 interpersonal skills, motivational skills, organization, knowledge of the activity, and
2 judgment.

- 3
4 d) The application of abilities and qualifications referred to in c above shall be
5 determined by the Board and shall not be subject to review except for arbitrary or
6 capricious action.
7

8 5. Recall

9
10 Any continuing contract educator laid off shall retain the right to recall to the first available
11 position(s) within the educator's impact area at the time of layoff, prior to the employment of
12 outside candidates. Recall rights shall terminate at the end of 15 months after the educator
13 goes off the payroll, or ten days after the educator receives notice of an available position,
14 whichever occurs first. Recall shall be by registered letter to the educator's last known
15 mailing address. The educator shall respond to such notice by registered mail within 10 days
16 of receipt. It shall be the employee's responsibility to notify the Superintendent's Office by
17 registered mail of her/his current mailing address. Failure to respond in a timely fashion shall
18 be considered forfeiture of the offer. Recall shall be in the inverse order of layoff.
19

20 G. ACADEMIC FREEDOM

21
22 Educators may discuss material on which a clear consensus of opinion does not exist, provided that
23 (1) the material is directly related to the curriculum content and (2) a conscientious effort is made to
24 present the many sides of an issue.
25

- 26 H. Nothing contained herein shall be construed to deny or restrict any rights an educator may have under
27 the statutes of the State of Maine. Nor shall anything contained herein be construed to deny or restrict
28 rights granted to the Board under the statutes of the State of Maine or the Charter of the City of
29 Portland.
30

31 ARTICLE 5: SAVINGS CLAUSE

32
33 If any provision of this Agreement or any application thereof to any educator or group of educators is found
34 contrary to law, then such provision or application will be valid and subsisting only to the extent permitted by
35 law, but all other provisions or applications will continue in full force and effect. The parties will meet not
36 later than ten (10) days after any such holding for the purpose of renegotiating the provision or provisions
37 affected.
38

39 ARTICLE 6: ASSOCIATION RIGHTS AND PRIVILEGES

40
41 A. ASSOCIATION RELEASE TIME

- 42
43 1. The President of the Association shall be entitled to a full-time leave of absence for the
44 duration of the President's term without loss of benefits, salary step or scale. The President
45 will be assigned a home school
46
47 2. The President of the Association shall be permitted access to school buildings to conduct
48 Association business.
49

- 1 3. The Association shall reimburse the Board for one-half (1/2) the cost of the President's salary.
2
3 4. The Association shall reimburse the Board for additional release time for Association
4 Leadership.
5
6 5. If legislation is enacted that impacts the current method of determining the employer's
7 retirement contribution paid by the Maine State Retirement System pertaining to an educator
8 who is on a leave of absence pursuant to this Section, then the Board agrees to reopen this
9 Section A to negotiate the impact of said legislative change.
10
11 B. The Board agrees to furnish to the President of the Association electronic copies of the following:
12
13 1. The annual school department final budget and audit within a reasonable period of time after
14 their availability.
15
16 2. The agendas with supporting information and minutes of all official public Board meetings.
17
18 3. Any reports of the Superintendent or others to the Board, if such reports are officially released
19 to the public news media by either the Superintendent or the Board.
20
21 C. The Board agrees to furnish to the President of the Association at her/his written request:
22
23 1. School census data, when available.
24
25 2. Any other readily available non-confidential data to assist the Association in the fulfillment of
26 its professional responsibilities.
27
28 3. The Board agrees to prepare and make available in each building an annual register of School
29 Department personnel. The Board will provide electronic copies to the Association. Educators
30 on an as-needed basis may request a copy from the Human Resources Department.
31
32 4. The Board agrees to furnish the Association with electronic copies of all Board policies and
33 administrative or accounting bulletins within a reasonable period of time after their
34 availability.
35
36 D. Whenever any representative of the Association or any educator is scheduled by the Board, or
37 approved by the Superintendent, to participate during working hours in negotiations, grievance
38 proceedings, conferences, or meetings, she/he shall suffer no loss in pay.
39
40 E. Except as provided in Section D above, no educator shall engage in any Association activity during
41 the time she/he is assigned to teaching or any other duty provided that representatives of the
42 Association, the Maine Education Association and the National Education Association shall be
43 permitted to confer with educators on school property at all times, when this does not interfere with
44 or interrupt normal school operation and after informing the appropriate principal of her/his intention
45 to confer.
46
47 F. The Association and its representatives shall have the right to use school buildings at all reasonable
48 hours for meetings. Upon reasonable advance notice of the time and place of such meetings, the
49 principal shall permit the holding of such meetings except in cases when previously scheduled for

1 another event. The Association shall reimburse the Board for any extra labor costs required for such
2 meetings.

3 G. The Association shall have the right to make reasonable use of school equipment, such as typewriters,
4 computers, duplicating equipment, calculating machines, and audio-visual equipment at reasonable
5 times and when such equipment is not otherwise in use. The Association shall reimburse the Board
6 for the reasonable cost of all materials and supplies incident to such use.
7

8 H. The Board shall permit the use of faculty lounge bulletin boards by the Association for the posting of
9 notices relating to Association business.
10

11 I. The Association will be involved in designing and implementing orientation programs for new
12 educators.
13

14 J. The Association may make recommendations for the school calendar each year. The Board or its
15 designee shall meet and consult with the Association for the purpose of providing meaningful input
16 from educators into the development of the subsequent year calendar.
17

18 K. If at any time during the term of this contract the Board shall contract or subcontract out any services
19 performed by the educators hereunder, the Board agrees that any educator whose duties may thereby
20 be reduced or terminated shall be considered for employment by such contractor or subcontractor
21 provided that such contractor or subcontractor agrees in such contract or subcontract to permit such
22 consideration. Upon the completion or termination of the contract or subcontract, the Board agrees
23 that any such educator who has been in the continuous employment of such contractor during the
24 entire term of such contract or subcontract shall be reinstated in a teaching position and for the
25 purpose of determining been continuously employed by the Board while she/he was working for said
26 contractor or subcontractor. Whenever contract conditions permit or should the Board develop its
27 own contract, the Association will have an opportunity to bid to provide services as outlined under
28 the conditions of said contract specifications.
29

30 L. The Association may use the inter-school mail and delivery system provided that the Association
31 agrees to hold the Board harmless pertaining to the Association's obligation to comply with the U.S.
32 Postal Service rules and regulations concerning such use. The Association may use the e-mail system
33 to the extent that it does not interfere with school business and consistent with the Board's policy and
34 rules on employee computer and internet uses (GCSA and GCSA-R).
35

36 **ARTICLE 7: STRIKES AND SANCTIONS**

37

38 During the term of this Agreement, the Association, its officers, agents and members will not cause, sponsor,
39 support, encourage or engage in any strikes, slow-downs, sanctions, professional alerts (so-called), or any
40 other activity that might interfere with the normal operation of schools by the Board, and will not cause,
41 sponsor, encourage or request the imposition by others of sanctions, professional alerts (so-called), or any
42 other activities that might interfere with the normal operation of schools by the Board. If sanctions,
43 professional alerts, or any other activities that might interfere with the normal operation of schools are
44 imposed by other parties, the Association will promptly and publicly request such other parties to cease such
45 conduct immediately. There shall be no lockouts for the duration of this Agreement.
46
47
48
49

1
2 **ARTICLE 8: FLEXIBLE BENEFITS PLAN**
3

4 Educators will receive "Benefit Dollars" in an amount determined in accordance with the provisions of
5 Section A. Under the Flexible Benefits Plan adopted by the Board, Benefit Dollars may be used as set
6 forth in the "Benefit Options" described in Section B. Domestic partners of employees will receive the
7 same health and fringe benefits as spouses of employees as provided in City of Portland Ordinances,
8 Chapter 13.6 and PPS policies.
9

10 A. **BENEFIT DOLLARS**
11

12 The Benefit Dollars available to an Educator will equal the total of (1) the cost of single subscriber,
13 Delta Dental Plan, and (2) the amount toward Anthem Blue Cross/Blue Shield Health Insurance,
14 Choice Plus Plan or Standard Plan, determined under the following provisions:
15

16 1. **Single Coverage**
17

18 100% of the prior year's Choice Plus Single premium rate plus the cost of any annual
19 premium rate increase up to 3%.
20

21 2. **Two Person Coverage**
22

23 a) For educators with Two Person coverage in 2014-2015 as of the effective date of that
24 agreement:
25

26 100% of the prior year's Choice Plus Adult with Child premium rate plus the cost of any
27 annual premium rate increase up to 3%.
28

29 b) For educators without Two Person coverage in 2014-2015 as of the effective date of that
30 agreement:
31

32 100% of the prior year's Choice Plus Single premium rate plus the cost of any annual
33 premium rate increase up to 3%.
34

35 3. **Adult with Child(ren) and Full Family Coverage**
36

37 100% of the prior year's Choice Plus Adult with Child premium rate plus the cost of any
38 annual premium rate increase up to 3%.
39

40 4. Educators, other than those described in Subsection 6 below, who elect not to receive
41 medical insurance, will not receive Benefit Dollars based on medical insurance. Educators
42 will, however, receive Benefit Dollars in an amount equal to the cost of single subscriber
43 Delta Dental Plan, which Benefit Dollars may be used toward dental insurance, medical
44 reimbursement accounts, or dependent care reimbursement accounts, or received as taxable
45 income.
46

47 5. In order to receive Benefit Dollars based on Two Person or Family status under the above,
48 the employee must provide evidence to the Board that his/her spouse/domestic partner is
49 not eligible to receive insurance through his/her employment and must notify the Board of

1 any changes to the spouse's/domestic partner's eligibility. The form of such evidence shall
2 be determined by the Board. Any allocation or payment of benefit dollars found to have
3 been improperly made shall be deducted from the employee's pay according to a mutually
4 agreed schedule that does not extend beyond the end of the contract year.

5
6 A spouse/domestic partner who is eligible for health insurance benefits through his or her
7 own employer but chooses through a cafeteria plan to apply dollars to other than health
8 insurance benefits is considered eligible for health insurance through his/her employer.

9
10 An employee whose spouse/domestic partner is self-employed who in turn employs other
11 employees who are entitled to health insurance but has declined for him or herself is
12 considered eligible for health insurance through his/her employer. An employee whose
13 spouse/domestic partner is self-employed and may access insurance through a group
14 insurance provider or trade association is considered eligible for it through his/her
15 employer.

16
17 6. Educators who were participating in the Board's medical insurance program prior to
18 September 1, 1993, and who subsequently elected under the flexible benefits plan to reduce
19 coverage in exchange for a payment equal to one-half (1/2) of the amount saved by the Board,
20 will receive Benefits Dollars equal to one-half (1/2) of the amount for which they otherwise
21 would be eligible under the Standard Plan, as set out above.

22
23 7. Benefit Dollars shall be prorated for part-time Educators. Educators whose workdays are
24 reduced involuntarily shall continue to receive Benefit Dollars at the full-time level.

25
26 B. BENEFIT OPTIONS

27
28 Educators are eligible to participate in, and may apply Benefit Dollars towards the cost of, any of the
29 benefit options described below. Benefit elections must be made annually during a period selected by
30 the Board (the "Election Period"). During the Election Period, Educators may add, drop or change the
31 level of medical or dental insurance, change medical insurance plans, and change the amount of
32 contributions to medical and dependent care reimbursement accounts. Other than during the Election
33 Period, benefit elections may not be changed unless the employee has a change of family status or
34 other event, which permits an election change under the Internal Revenue Code.

35
36 1. Health Insurance

37
38 Educators may enroll in the MEA Benefits Trust Blue Cross/Blue Shield Standard Plan or
39 Choice Plus Plan. Premiums will be deducted from Benefit Dollars, to the extent available.
40 Any premiums not paid out of Benefit Dollars will be deducted from the Educator's pay on a
41 pre-tax basis, unless the Educator elects to have such amounts deducted on an after-tax basis.

42
43 2. Dental Insurance

44
45 Educators are eligible to receive dental insurance coverage. Educators may elect to receive
46 dependent coverage, single coverage or no coverage. Premiums will be deducted from
47 Benefit Dollars, to the extent available. Any premiums not paid out of Benefit Dollars will be
48 deducted from the Educator's pay on a pre-tax basis, unless the Educator elects to have such
49 amounts deducted on an after-tax basis.

1
2 3. Medical Reimbursement Accounts
3

4 Educators may elect to establish and make semi-monthly contributions to medical
5 reimbursement accounts. Such semi-monthly contributions may be no less than \$10.83 (\$260
6 annually) and may not exceed \$104.17 (\$2,500 annually). Contributions will be deducted
7 from Benefit Dollars, to the extent available. Any contributions not made out of Benefit
8 Dollars will be deducted from the Educator's pay on a pre-tax basis. Medical reimbursement
9 accounts will be managed by Maine School Management Association. Reimbursements from
10 medical reimbursement accounts will be governed by the Internal Revenue Code and the
11 Portland School Department Medical Care Reimbursement Plan.
12

13 4. Dependent Care Reimbursement Account
14

15 Educators may elect to establish and make semi-monthly contributions to dependent care
16 reimbursement accounts. Such semi-monthly contributions may be no less than \$30 (\$720
17 annually) and no more than \$208.33 (\$4,999.92 annually). Contributions will be deducted
18 from Benefit Dollars, to the extent available. Any contributions not made out of Benefit
19 Dollars will be deducted from the Educator's pay on a pre-tax basis. Dependent care
20 reimbursement accounts will be managed by Group Choice of Maine. Reimbursements from
21 dependent care reimbursement accounts will be governed by the Internal Revenue Code and
22 the Portland School Department Dependent Care Assistance Plan.
23

24 5. Taxable Income
25

26 Any Benefit Dollars not applied to one of the benefit options described above will be paid to
27 the Educator as taxable income.
28

29 C. The Board's participation in the Flexible Benefit Plan, as described in this Article, will be continued
30 for the ensuing policy summer quarter for an Educator resigning at the end of the school year.
31

32 D. Notwithstanding anything contained to the contrary herein, the Board reserves the right to institute a
33 new program of insurance providing benefits substantially equal or superior to those described above.
34

35 **ARTICLE 9: GRIEVANCE PROCEDURE**
36

37 A. "Grievance" as used in this Agreement, means a claim by an educator or group of educators that there
38 is a disagreement or dispute as to the interpretation, meaning or application of any provision of this
39 Agreement, except provisions expressly excluded from the grievance procedure contained in this
40 Agreement.
41

42 B. INFORMAL LEVEL
43

44 The Board and the Association encourage problem solving between an educator and his/her
45 supervisor. Any educator who believes he/she has a grievance involving an interpretation or
46 application of this agreement is thus encouraged to try to resolve the matter informally with his/her
47 supervisor before initiating the following formal grievance procedure. The Association shall have the
48 right to be present.
49

1
2 C. FORMAL LEVEL
3

4 If the educator is unable to resolve the grievance informally, the educator may process a grievance as
5 follows:
6

7 LEVEL ONE – PRINCIPAL/SUPERVISOR
8

9 The educator shall submit the details of such grievance to the appropriate Principal or Supervisor in
10 writing on the form attached hereto as Appendix I with a copy to Human Resources. Within ten (10)
11 working days thereafter, the appropriate administrator shall meet with the grievant and representatives
12 of the Association for the purpose of resolving the grievance. The appropriate administrator shall
13 render his/her decision in writing to grievant and the Association within ten (10) days after the
14 meeting.
15

16 LEVEL TWO – SUPERINTENDENT
17

- 18 1. If such grievance is not resolved to the satisfaction of the grievant as a result of the procedure
19 at the Principal/Supervisor Level, the grievant may present such grievance in writing to the
20 Superintendent within ten (10) days after receipt of the Principal/Supervisor's decision.
21
- 22 2. In the case of a grievance of a general nature and not related to a particular educator or a
23 particular school, the grievance shall be presented by the Association directly in writing to the
24 Superintendent, without the necessity of processing the grievance pursuant to the procedures
25 at the lower level.
26
- 27 3. Within ten (10) days after the Superintendent receives the grievance, the Superintendent shall
28 meet with the grievant and the Association for the purpose of resolving such grievance. The
29 Superintendent shall render the decision in writing to grievant and Association within ten (10)
30 days after the meeting.
31

32 LEVEL THREE – BOARD
33

34 If such grievance is not resolved to the satisfaction of the grievant at the Superintendent level, the
35 grievant may present such grievance in writing to the Board within ten (10) days after receipt of
36 Superintendent's decision. Within ten (10) days after the receipt of the grievance or at the next
37 regularly scheduled Board meeting, whichever is later, the Board shall meet with the grievant and
38 representatives of the Association for the purpose of resolving the grievance. The Board shall, within
39 ten (10) days after such meeting, render its decision in writing to the grievant with a copy to the
40 Association.
41

42 LEVEL FOUR – ARBITRATION
43

44 If such grievance is not resolved to the satisfaction of the Association at the Board level, the
45 Association may request arbitration of the grievance within ten (10) days after receipt of the written
46 decision of the Board. Within ten (10) days after such request, the Association and the Board shall
47 select an arbitrator, but if they are unable to agree on a selection, the Association shall file within ten
48 (10) days a demand for arbitration with the American Arbitration Association or any other mutually
49 agreed upon arbitration organization. The arbitrator shall be selected through the American

1 Arbitration Association or alternative arbitration organization in accordance with the rules and
2 procedures of the applicable arbitration organization. The arbitrator shall fix a time and a place at
3 Portland, Maine for a hearing upon reasonable notice to each party. After such hearing, the arbitrator
4 shall promptly render a decision, which shall be binding upon both parties subject to judicial review
5 as permitted by law, but the arbitrator shall have no power to render a decision which adds to,
6 subtracts from, or modifies this agreement; the decision shall be confined to the meaning of the
7 contract provision which gave rise to the dispute. The arbitration proceeding will be conducted in
8 accordance with the rules and procedures of the American Arbitration Association. The cost for the
9 services of the arbitrator, including his/her per diem expenses, if any, and his/her actual and necessary
10 travel and subsistence expenses, and the costs of a hearing room and transcript, if any, will be shared
11 equally by the Board and the Association. All other costs will be paid by the party incurring them. If
12 either party requests a transcript for its own use, then that party requesting the transcript shall pay the
13 costs of same.

14
15 D. MISCELLANEOUS PROVISIONS

- 16
17 1. The time limits for processing of grievances may be extended by written agreement of the
18 parties.
19
20 2. A grievance must be commenced at Level One not later than Forty-Five (45) days after
21 whichever of the following first occurs:
22
23 a) Knowledge by the Association of the event giving rise to the grievance.
24
25 b) Effective September 1, 2015, knowledge by the educator concerned of the event
26 giving rise to the grievance.
27
28 3. In the event that a grievance is filed at such time that it cannot be processed through all the
29 steps in this grievance procedure by the end of the school work year and, if irreparable harm
30 shall result to a party in interest if it is left unresolved until the beginning of the following
31 school work year, then the parties shall make all reasonable efforts to reduce the time limits
32 set forth herein so that the grievance procedure may be exhausted prior to the end of the
33 school work year or as soon thereafter as practicable.
34
35 4. Without the consent of the Board and the Association, two or more grievances shall not be
36 submitted to the arbitrator at the same time.
37
38 5. The Superintendent, the Board, and the Association may designate representative(s) to act in
39 their place.
40
41 6. As herein used "days" shall mean educator workdays during the school year.
42
43 7. Grievance proceedings shall not be open to the public.
44

45 ARTICLE 10: WORK YEAR AND WORK DAY

- 46
47 A. Except as otherwise provided in Section B, the K-12 and adult educator work year shall consist of
48 not more than one hundred eighty-three (183) days. The School Counselor work year shall be one
49 hundred ninety-three (193) days. Two of the non-student days will not be placed in the school

1 calendar and will be used for parent conferencing outside the normal work day. One (1) of the first
2 two (2) workdays and the last workday for educators will be for educator preparation.
3

4 B. Any educator required to work in addition to the regular work year set forth in Section A above and in
5 excess of the educator work year shall be paid at a salary rate computed by dividing the individual's
6 regular annual salary, excluding differential payment, by 183 days divided by seven and one-half
7 (7.5) hours times the number of hours worked for educators covered by this contract.
8

9 C. Educators shall be permitted to leave the building during any scheduled duty-free lunch period,
10 provided that they first sign out with the school office. Educators shall have similar rights under the
11 same conditions with respect to so-called planning periods but only in the event of emergency
12 personal business or necessary school related business.
13

14 D. The individual educator's classroom day will not be "staggered" (e.g. 8 a.m. to 12 p.m. and 3 p.m. to 5
15 p.m.) except when essential for curriculum scheduling.
16

17 E.

18 1. Educators will report to school 15 minutes before the start of the student day.
19

20 2. Sixty minutes will be required every Wednesday to begin at the end of the student
21 instructional day; on early release days, the 60 minutes will begin at the same time as if there
22 had not been an early release. The 60 minutes will be used for district or school directed
23 professional development, committee meetings, monthly faculty and department meetings,
24 etc.
25

26 3. The Board and the Association recognize that the teaching profession carries with it many
27 demands that cannot be met during the student instructional day, and thus, educators are
28 expected to work for a period of time beyond the student instructional day. Because educators
29 must ensure that their many obligations are met, they shall have the flexibility as professionals
30 to allocate this time as appropriate to meet the needs of students, the school, and the district.
31

32 4. At the beginning of each school year, the school leadership team (consisting of school
33 administrators and educators) will provide each educator with a written list of professional
34 activities for the use of up to 120 minutes per week. Each school leadership team, with input
35 from the school's educators, will identify the prioritized needs of the school and develop a list
36 of activities to be added to Appendix N (Educator Log of Professional Activities). That list
37 and a description of the collaborative processes used to develop that list, will be submitted by
38 each school leadership team to the Superintendent for approval. The superintendent may
39 return the list to the school leadership team with recommendations. This list may include, but
40 not be limited to, the following: team meetings, curriculum work, student make-up assistance,
41 home visits, committee meetings, evaluation meetings, and/or district educator meetings. In
42 the event a modification is necessary, this can be done by following the process outlined
43 above.
44

45 5. Whenever it is necessary for educators to meet in small groups, educators will work to
46 develop a meeting schedule by consensus. At the educator's discretion, activities from the list
47 may be done by the educator during the educator's individual planning or lunch time with the
48 understanding that the educator has opted to do his/her individual planning at another time.
49 Time used in this way, as well as required attendance at 504 or IEP meetings during the

1 educator's non-instructional time, will count toward the weekly 120 minutes. At the
2 conclusion of each month, educators will complete a log (see Appendix N) of their
3 engagement in professional activities from the school leadership team list.
4

5 6. The Superintendent, the Association, and designated members of the administration shall
6 meet on a monthly basis to review implementation of the above and discuss any concerns that
7 may arise, provided, however, that such concerns must first be raised with the school
8 leadership team.
9

10 F. The issue of scheduling the student day is understood by both parties to be a matter of educational
11 policy, subject to change at the discretion of the Board although subject to a meet and consult
12 requirement. Any district proposals for a differentiated calendar will be subject to a meet and consult
13 requirement. The Association reserves the right to bargain the impact of any change. This Paragraph
14 does not constitute a contractual obligation on the part of the Board and shall not be subject to the
15 grievance procedure contained in this contract.
16

17 G. Whenever practicable, secondary school educators will have a lunch period free from supervisory
18 responsibilities. Elementary school educators will have a one-half (1/2) hour duty free lunch period
19 each day.
20

21 H. Conferences requested by parents will be scheduled at the professional discretion of the educator. If
22 the educator does not fulfill this responsibility, such conferences shall be arranged by the principal
23 and the principal shall inform the educator of the time of such conferences.
24

25 I. In the event the Board extends the length of the educators' total in-school workday at any school, the
26 Board agrees to negotiate with the Association concerning the effect of such extension on the wages,
27 hours, and working conditions of the educators at such school.
28

29 ARTICLE 11: NON-EDUCATOR DUTIES

30

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

- 32 1. Student banking
 - 33 2. Charitable solicitations from students
 - 34 3. Charitable solicitations from certificated personnel
 - 35 4. The collection of lunch money.
- 36
37
38

39 B. During the term of this Agreement, whenever feasible in the judgment of the Board, after
40 consideration of the availability of funds and of suitable replacement personnel, educators shall not be
41 required to perform the following duties:
42

- 43 1. Cafeteria duty
 - 44 2. Bus loading and unloading
 - 45 3. Supervision of playgrounds, except at recess
- 46
47
48
49

- 1
- 2 4. Duplicating and reproducing instructional material
- 3
- 4 5. Non-teaching supervisory responsibilities
- 5
- 6 6. Collecting money from students
- 7
- 8 7. Clerical functions
- 9
- 10 8. Custodial functions
- 11

- 12 C. Notwithstanding the provisions of Section A, Subsection 2, and Section A, Subsection 3, educators
- 13 may participate in solicitations for charitable drives consented to by both the Association and the
- 14 Board as they relate to educators only.
- 15
- 16 D. Activities which, in the judgment of the Board, have no educational objectives shall be barred from
- 17 classrooms.
- 18

19 **ARTICLE 12: SALARIES**

20 Preamble

21

22

23 The PPS and PEA believe it is important to maintain a professional learning system which leads to

24 improvement in student learning and educator practice. The Professional Learning Based Salary System

25 (PLBSS) recognizes professional learning which promotes significant contributions to student learning

26 and educator practice, and is equally accessible to all members of the bargaining unit. The PLBSS

27 encourages educators to remain career-long learners in order to increase student learning, to enhance and

28 update educator skills, and to have educators be visible models as learners to their students. Therefore,

29 this system encourages salary contact hour proposals which may use evidence of educators' updated skills

30 and measures of student performance for documentation of successful proposals.

31

- 32 A. The salaries of all educators covered by this Agreement are set forth in Appendix A which is
- 33 attached hereto and made a part hereof.
- 34
- 35 B. In order to advance a step on the professional learning based salary scale, an educator must work at
- 36 least one (1) day more than the one half (1/2) of the annual educator work year. Part-time
- 37 educators' total work time must be equivalent to one half (1/2) of the full time educators' work
- 38 year. All paid time away from the job, e.g. paid sick leave, personal leave, sabbatical leave,
- 39 bereavement leave, shall be counted as workdays. All unpaid time away from the job, e.g. unpaid
- 40 sick and personal leave days used in excess of those granted by the Collective Bargaining
- 41 Agreement, shall not be counted as workdays. Payments in an unrelated job classification shall
- 42 not be counted as workdays. For part-time educators, only those days worked within one school
- 43 year will be counted in the calculation to determine step movement.
- 44

- 45 C. ADVANCING ONE SALARY LANE ON THE PROFESSIONAL LEARNING BASED
- 46 SALARY SCALE
- 47

- 48 1. To advance one salary lane on the Professional Learning Based Salary Scale, educators
- 49 must accumulate 225 approved salary contact hours defined as follows:

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- a) University /College credits (one credit equals 15 SCH).
Continuing Education Units (CEU) (one unit equals 10 SCH).
PPS and PEA designed and approved contact hours.
Individual proposed and approved contact hours.
 - b) Eligible university/college credits and CEUs are those that are related to student learning and educator practice.
 - c) See Appendix B for examples of the types of learning projects that could be considered for salary contact hours.
2. Educators may accrue salary contact hours from their date of hire forward, but are not eligible to change lanes for a period of four years. Once a lane change has been made, a minimum of four years must pass before the next lane change.
 3. The maximum number of salary contact hours granted for any one proposal is 60, except for National Board Teacher Certification (225), PPS and PEA designed and offered courses of study, and college courses.
 4. The following process applies to submission of salary contact hour proposals:
 - a) Proposals to earn salary contact hours will be submitted to the Superintendent or designee on the appropriate form.
 - b) The Superintendent or designee will refer the proposal to the PLBSS Proposal Review Team. The Team will be composed of 3 educator appointments made by the President of the Association and 2 administrative appointments made by the Superintendent. The PLBSS Proposal Review Team will review proposals for rigor and applicability to student learning and educator practice. PRT decisions require consensus and will be referred to the Superintendent or designee for approval or denial.
 - c) If a proposal is denied, the educator may revise the proposal and resubmit as a new proposal or the educator may appeal the denial to the Proposal Appeal Panel. The Panel will be composed of 3 educator appointments by the President of the Association and 3 administrative appointments by the Superintendent, none of whom are members of the PLBSS Proposal Review Team. The Proposal Appeal Panel will review proposals and submit a recommendation for approval or denial to the Superintendent or designee whose decision will be final and is not subject to grievance or arbitration.
 - d) Lane changes may be made only on September 1st of each year. In order to change lanes, the educator, in the year prior to the lane change, must submit proposals for any salary contact hours to be used toward the lane change by October 1st and document all hours to be used toward the lane change by January 10th. These deadlines are established to align lane change determination with district budget development.

- 1 5. Agreements between the PPS and the PEA have been and will continue to be made
2 regarding Salary Contact Hour proposals and Lane Changes (maximum number of hours
3 for certain types of proposals, repeat proposals, activities not eligible because they are
4 considered professional responsibility or paid work, etc.).
5
6 a) A list of these agreements is attached hereto in Appendix B and is also available in
7 the office of the Chief Academic Officer.
8
9 b) Any changes to these agreements will be made by the Living Contract Committee.
10
11 c) Any professional learning activity for which an educator would like to make a SCH
12 proposal, which activity begins on or before August 31, 2011, must be submitted as
13 a proposal on the PLBSS by September 15, 2011 or it will not be eligible for SCH.
14
15 d) Because of the unique needs of the PPS student population, the district
16 administration has an interest in directing some of the professional learning of
17 educators. Therefore, any educator requesting to make a Lane Change on
18 September 1, 2013 or thereafter must provide documentation of the successful
19 completion of one 3 credit university/college course OR one PPS and PEA course
20 designed by the District Professional Learning Committee (see Article 19) OR other
21 PPS approved trainings in ONE of the following areas of need: English as a
22 Second Language, poverty, adolescent literacy, early childhood education, special
23 education, race/bias/equity, or technology. The course must have been taken within
24 FIVE years of the lane change date. This course will not be eligible for SCH unless
25 it was proposed and submitted to the PLBSS according to the guidelines.
26

27 D. EXPERIENCE CREDIT FOR TEACHING
28

29 Educators entering employment of the Board for the first time and educators returning to the
30 employment of the Board shall receive full experience credit for full-time teaching experiences up to
31 the maximum step of the Experience Based Salary Schedule before being placed on the appropriate
32 salary level on the Professional Learning Based Salary Schedule. Effective the beginning of the 2016-
33 17 school year, incoming educators shall receive a half-year experience credit for part-time teaching
34 experience that is equal to or greater than half-time. Half years will be rounded to the next lowest
35 whole year. In addition, educators holding current National Board Teacher Certification when hired
36 will receive one additional year of experience credit.
37

38 E. EXPERIENCE CREDIT FOR OUTSIDE TEACHING SERVICE
39

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

- 1 2. To be eligible for benefits provided under this Section E, educators must indicate in writing
2 to the Superintendent their intention to apply for the Peace Corps, VISTA, National
3 Educators Training Corps, or Fulbright Scholarship no later than November 1, of the school
4 year preceding taking up such service and must make such application no later than February
5 1 and shall also complete said school year and shall also notify the Office of the
6 Superintendent prior to April 1 of the school year whether her/his application has been
7 accepted and whether she/he will leave at the end of the school year.
8
- 9 3. To be eligible for the benefits conferred by this Section E, a draftee or enlistee must give the
10 Office of the Superintendent prompt notice of all changes in her/his draft status and also
11 prompt notice of calls for physical examinations and of the time set for her/his induction
12 and/or notice 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 The Superintendent may use work experience in conjunction with teaching experience in establishing
19 the appropriate step on the salary scale when such work experience is relevant to the subject being
20 taught and can contribute to career information to students. Effective the beginning of the 2016-2017
21 school year, for incoming educators, the Superintendent/designee may credit prior work experience
22 for purposes of initial placement on the salary scale when such non-teaching work experience is
23 directly and substantially related to the educator's initial assignment. Examples of when credit may
24 be appropriate include, but are not limited to, engineering experience for a STEM assignment,
25 journalism experience for an English Language Arts assignment, or relevant trade experience for a
26 PATHS assignment. The Board and Association recognize that the assessment of such work
27 experience requires a degree of judgment and, therefore, the Superintendent/designee's decision shall
28 be final unless arbitrary and capricious. Incoming educators shall be provided a work experience
29 questionnaire (see Appendix M) at the time of hire, which shall be returned to Human Resources.
30 Any grievance arising under this clause may only be filed by the incoming educator or by the
31 Association on behalf of the incoming educator, and must be filed within 45 days after the educator
32 becomes a public employee within the meaning of Title 26, section 962(6).
33

34 G. NEWLY HIRED EDUCATORS
35

- 36 1. The parties agree to maintain an Experienced Based Salary Schedule to be used as the basis
37 for determining entry-level salaries.
38
- 39 2. A two-step process will be used to place educators on the Professional Learning Based Salary
40 Schedule.
41
- 42 a) Each educator will first be placed on the Experience Based Salary Schedule for that
43 contract year in accordance with the requirements in Paragraph B above. In order to
44 advance on the experience scale of the salary schedule, an educator must work at least
45 one (1) day more than one half (1/2) of the annual educator work year -- (part-time
46 employees' total work time must be equivalent to one half (1/2) of the full-time
47 educators' work year). All paid time away from the job, e.g. paid sick leave, personal
48 leave, sabbatical leave, funeral leave, shall be counted as workdays. All unpaid time
49 away from the job, e.g. unpaid personal and sick leave days used in excess of those

1 granted by the Collective Bargaining Agreement, shall not be counted as work days.
2 Payments in an unrelated job classification shall not be counted as workdays. For
3 part-time employees, only those days worked within one school year will be counted
4 in the calculation to determine step movement.
5

6 b) Each educator will then be placed on the Professional Learning Salary Schedule on
7 the lane and step with the salary identical/or next highest to the salary he/she would
8 have made on the Experience Based Salary Schedule. If that salary lane would place
9 an educator at step 6 or lower, that is the step and salary. If that placement is above
10 step 6, the educator moves to the step with the next highest salary in the lane
11 immediately to the right.
12

13 c) Vocational Educator

14 (i) The following requirements shall apply to those educators who are required to
15 hold a valid Vocational Certificate.
16

17 (ii) Educators of Vocational-Technical courses shall have a minimum of three
18 years of occupational experience in the occupational area concerned.
19

20 (iii) Vocational educators shall be placed on the Experience Based Scale for initial
21 salary determination based on the following:
22

- 23 ▪ Vocational Certification - paid on the Bachelors scale
 - 24 ▪ Bachelor's Degree - paid on the Masters scale
 - 25 ▪ Master's Degree - paid on the Masters Intermediate scale
- 26
27

28 d) Placement on Master's Intermediate Scale for Initial Salary Determination

29 (i) Placement on the Master's Intermediate scale shall be only through an
30 approved planned program;
31

32 (ii) Leading to a doctoral degree with a minimum of thirty (30) hours completed;
33

34 (iii) Certificate of Advanced Study or approved equivalent;
35

36 (iv) Second Master's degree which is in another discipline or which provides
37 another area of certification;
38

39 (v) Special program of thirty (30) credit hours approved in advance, and at the
40 sole discretion of the Superintendent for courses taken after September 1,
41 1984, provided that any such approval shall not be grievable.
42
43

44 H. The annual salaries of educators will be paid in twenty-six (26) installments, as follows: Beginning
45 with the second Friday in September each installment shall be one-twenty-sixth (1/26) of the annual
46 salary (minus deductions for absences and other authorized deductions). The twenty-six (26)
47 installments are due every other Friday or on other approximate dates approved by the Board. If a
48 payday falls on a legal holiday when the School District is closed, checks/direct deposit receipts will
49 be available the preceding workday. If a pay day falls on Friday during school vacation, checks/direct

1 deposit receipts will distributed to the respective schools on that day except during the summer
2 vacation period when the checks/direct deposit receipts will be mailed if the educator does not call at
3 the office for them. In a year where there is a three (3) week pay gap in August, the Board will meet
4 and consult with the Association regarding the payroll schedule.
5

6 I. DIRECT DEPOSIT

7
8 All educators must enroll in direct deposit.
9

10 J. DIFFERENTIALS

11
12 1. Assignments

13
14 Differential positions will be open and posted for applications each year, and will be filled by
15 annual one (1) year appointment. An educator's appointment or reappointment to a
16 differential position will require advanced approval of the Superintendent. The
17 Superintendent may decide not to appoint or reappoint an educator, and such decisions will
18 not be arbitrable; provided, however, that after reappointment for three (3) successive years to
19 the same differential position the Superintendent's decision not to reappoint to the same
20 differential position for the next successive year (and for successive years thereafter) will be
21 arbitrable, and will stand unless the non-reappointment is arbitrary and/or capricious. It is
22 further agreed that an educator will not be removed from a differential position during the one
23 (1) year term of appointment or reappointment . Every effort will be made to provide
24 notification of his/her appointment by the Superintendent at least thirty (30) calendar days but
25 in no event not less than ten (10) calendar days prior to the commencement of the activity.
26 The provisions of this Section apply only to differential holders otherwise covered by this
27 agreement.
28

29 2. Review

30
31 Differential positions listed in Appendix C shall be reviewed on an as-need basis by the
32 Differential Review Committee as described below. All Elementary Coordinator positions
33 will be defined annually by the date the differentials are posted. The purpose of the
34 Differential Review Committee is to evaluate any change during the term of this Agreement
35 to an existing differential that substantially changes the position or to recommend the
36 differential amount for a newly created differential. Any individual seeking to initiate a
37 review of an existing differential that has been substantially changed during the term of this
38 Agreement shall propose an adjustment to the differential to the Differential Review
39 Committee. The Committee shall meet on a periodic basis to evaluate such proposals.
40 Members of the Differential Review Committee shall include: Superintendent or designee,
41 Association President or designee, Appropriate Building Principal/designee, and Athletic
42 Director/designee. The recommendations of the Committee shall be made to the Board for
43 consideration.
44

- 45 3. If a differential position is not filled for a given year, the building administrator may, with
46 approval of the Superintendent, use the dollar amount assigned to that differential to pay a
47 coach/advisor for an activity not listed in Appendix C for that term. When an academic
48 activity/differential is not filled, preference will be given to another academic activity.
49

- 1 4. If there are insufficient numbers of students to constitute a team/activity, the building
2 administrator may, with approval of the Superintendent/designee, recommend that a coach of
3 a related sport/activity be allowed to coach both groups and be compensated at 100% for the
4 first sport/activity and 50% for the second sport/activity.
5

6 K. EDUCATOR LEADERSHIP POSITIONS
7

8 As we continually strive to do our work differently for the complex teaching and learning needs of
9 the twenty first century, there is a compelling need for educator leadership to support and enhance
10 this work.
11

12 As a District, much work has gone into the notion of the shift in our culture with an eye towards
13 building and sustaining professional learning communities where structures are in place for all staff
14 to continually examine their practice. Educator leaders can be (and are) at the core of this work.
15

- 16 1. This provision defines two (2) categories of educator leadership work. These categories will
17 establish specific positions within the district, the pay for those positions, and allow for issues
18 of term of position and released time for the work to be considered in creating the positions.
19

20 The first category of educator leadership work will establish substantial district-wide, multi-
21 level, or building-based positions that will move forward programmatic work over yearlong
22 or multi-year periods.
23

24 These leaders are responsible for insuring that the work is completed. The compensation
25 scales are established with the understanding that this work will include hours beyond the
26 defined educator workday and year. These leadership roles will have a focus in supporting
27 educators in building their capacity to work effectively with students.
28

29 Appendix D is the salary scales and charts to provide for the compensation for these
30 leadership positions.
31

32 The second category would establish more focused and/or short term work defined, approved,
33 and compensated through the existing system of review used for differentials and educator
34 leader stipends.
35

- 36 2. By the close of 2008-2009, the Living Contract Committee will create a process for
37 reviewing current and future position/opportunities.
38
39 3. Release time project work is included in the definition of Educator Leadership.
40

41 L. SPECIAL SUMMER AND VACATION WAGE RATES
42

- 43 1. Normal Teaching Duties
44

45 Whenever Bargaining Unit Members perform normal Bargaining Unit duties beyond the
46 normal work year, and with the approval of the Superintendent, they shall be paid in
47 accordance with Article 10.
48
49

1 2. Workshops, Etc.

2
3 Whenever Bargaining Unit Members are required to participate in activities such as summer
4 and/or weekend workshops, or the activities listed in Article 22, they shall be paid in
5 accordance with Articles 10 and 22.

6
7 3. Miscellaneous Activities

8
9 Whenever Bargaining Unit Members are invited but not required to participate in activities
10 not covered by either 1 or 2 above, or by the Collective Bargaining Agreement, they shall be
11 paid an hourly rate of \$29.00.

12
13 4. During the summers, the Board may employ educators for the purpose of assisting with
14 educator, substitute and/or planning aide hiring procedures, curriculum development, and
15 school improvement/decision making activities. These positions shall be posted pursuant to
16 Article 14.

17
18 **ARTICLE 13: EDUCATOR ASSIGNMENTS AND TRAVEL EXPENSE**

19
20 A. Every effort will be made to notify educators by June 1 of their building assignments for the next
21 school year and every effort will be made to notify educators of their schedules not later than six (6)
22 weeks before school reopens.

23
24 B. In order to assure that pupils are taught by educators working within their areas of competence,
25 educators shall not be required to teach outside the scope of their teaching certificates and/or their
26 major or minor fields of study unless exceptions to the foregoing are determined vital or necessary to
27 the school system.

28
29 C. Schedules of educators who are assigned to more than one school shall be arranged so that no such
30 educator shall be required to engage in an unreasonable amount of inter-school travel.

31
32 D. Educators who are authorized and required by the Office of the Superintendent to travel shall be
33 reimbursed for all necessary travel in their personal automobiles at the IRS rate effective as of July
34 1st immediately preceding the school year in question.

35
36 E. In addition to the travel reimbursement set forth in Section D above, in the event an educator is
37 required to transport students in his or her personal automobile and an increase in the educator's
38 personal automobile insurance premiums results, the Board will reimburse the educator up to two
39 hundred dollars (\$200.00) per year for said coverage.

40
41 **ARTICLE 14: JOB VACANCIES**

42
43 A. The Board agrees that notices of vacancies shall be posted on the district's website at least ten (10)
44 calendar days before the application deadline, except in July and August when vacancies shall be
45 posted at least five (5) calendar days before the application deadline.

46
47 B. Within fifteen (15) days after filling the vacancy, the Superintendent shall give written notice thereof
48 to all educators who shall have made written application for said position. Within five (5) days after
49 receipt of such notice, an educator who was not selected to fill said vacancy may request a conference

1 with the Hiring Administrator to discuss with her/him the reasons for her/his decision. Such
2 conferences shall be scheduled as soon as practicable.

3
4 C. In the filling of vacancies as set forth above, any educator presently employed by the Board, who
5 applies for a position and meets the stated qualifications for the position, shall be scheduled for an
6 interview. If the foregoing procedures have been followed, the Superintendent's decision as to who
7 shall fill a vacancy shall be final.

8
9 D. The Board agrees to give notice of acting positions as follows:

- 10
11 1. Summer Appointments: Any educator who wishes to be notified of an acting position vacancy
12 that may occur during the summer shall notify the Superintendent in writing prior to June 1 of
13 each year, indicating the position of interest and the educator's summer address. Each such
14 educator shall receive a written notice of any indicated acting position vacancy, postmarked at
15 least ten (10) calendar days before the date of appointment for vacancies occurring prior to
16 July 1, and five (5) calendar days for vacancies occurring after July 1.
- 17
18 2. School Year Appointments: Only acting position vacancies that (1) occur during the first
19 semester of the school year and (2) are expected to extend for at least the balance of the
20 school year shall be posted in each school. Such postings shall be for at least five (5) calendar
21 days prior to the date of appointment.
- 22
23 3. Any educator intending to resign must provide to the Director of Human Resources at least
24 thirty (30) calendar days advance written notice of his/her resignation. Notice may be waived
25 by the Superintendent/designee when appropriate.

26
27 The provisions of this Section D shall not be construed so as to limit the scope of the Superintendent's
28 discretion as to who shall be appointed to an acting position, and any decision thereon shall be final.

29
30 **ARTICLE 15: TRANSFERS AND INVOLUNTARY REASSIGNMENTS**

31
32 In light of the Association's and the Board's intent to work together to advance student achievement and
33 promote a collaborative organizational structure, it is recognized that when it may be necessary to
34 reallocate personnel due to program changes or building openings/closures, the Association and Board will
35 work together under the provisions of Article 28, The Living Contract Committee. Any educator
36 interested in being considered for a transfer may notify the district of that interest.

37
38 A. Prior to the notice of a reassignment not requested by an educator which is outside the educator's
39 impact area and/or to another school, the immediate supervisor and the appropriate Central Office
40 administrator shall meet with the educator to discuss the possibility of an involuntary reassignment.
41 The educator may at his/her discretion have an Association representative present at any such
42 meeting. The notice of a reassignment not requested by the educator shall be forwarded to the
43 educator as soon as practicable (normally, except in cases of extreme emergency at least thirty (30)
44 days before the date of such reassignment) by the Superintendent and/or the immediate supervisor
45 under whom the educator was assigned prior to the new assignment. The reasons for reassignment
46 will be put in writing and will specify the reasons for selection of the affected educator. The President
47 of the Association will also receive a copy of the reasons for reassignment.

- 1 B. Within ten (10) days after receipt of such notification, the educator may request in writing a meeting
2 with the Superintendent to discuss reasons for the new assignment. A representative of the
3 Association shall attend such meeting. Such meeting shall be held within ten (10) days of receipt of
4 the written request.
5
- 6 C. If the foregoing procedures have been followed, the decision of the Superintendent as to whether the
7 educator shall be reassigned shall be final.
8
- 9 D. It is understood that the needs of the system may require reassignments of educators between schools
10 and grade levels from time to time, and that no school or grade level shall be considered to be
11 preferable to another.
12
- 13 E. The issue of educator assignments is understood by both parties to be a matter of educational policy,
14 subject to change at the discretion of the Board although subject to a meet and consult requirement.
15 The Association reserves the right to bargain the impact of any change. This Article does not
16 constitute a contractual obligation on the part of the Board and shall not be subject to the grievance
17 procedure contained in this contract.
18

19 **ARTICLE 16: EDUCATOR PERSONNEL RECORDS**
20

- 21 A. Educators shall have the right under reasonable conditions established by the Superintendent to
22 examine their individual Central Office personnel file or any personnel file which may be established
23 by the immediate supervisor containing materials such as a letter of reprimand. No material added
24 after original employment shall be placed in an educator's personnel file unless the educator has had
25 an opportunity to review the material. The educator may submit a statement regarding any material
26 which shall be added thereto. Material relating to Association activities shall not be included in the
27 personnel file.
28
- 29 B. Complaints made against an educator by parents, students, or others if used in the educator's
30 evaluation, shall be reduced to writing, and promptly called to the attention of the educator. In the
31 event further disciplinary action is taken, the source or sources of the complaints shall be identified.
32
- 33 C. No new reports relating to teaching performance shall be placed in the educator's file after her/his
34 severance from the school system. This shall not apply to letters of recommendation.
35
- 36 D. It is understood that observations and evaluation reports are professional appraisals of a educator's
37 professional performance by the evaluator and not subject to the grievance procedure unless such
38 reports are used to discipline, dismiss or non-renew the educator's contract.
39
- 40 E. A violation of any procedure set forth in this Article shall not extend the contract or employment of
41 any probationary educator.
42

43 **ARTICLE 17: EDUCATOR FACILITIES**
44

- 45 A. Currently existing faculty lounges shall be maintained. Faculty members shall exercise reasonable
46 care in maintaining the appearance and cleanliness of the lounges; however, they shall be regularly
47 cleaned by the school custodial staff.
48
49

- 1 B. The Board will establish as an ongoing goal to provide a computer in every classroom for educator
2 use.
3
4 C. The Board will provide a reasonable supply of books, paper, pencils, pens, chalk, markers and other
5 such materials typically used in instruction.
6

7 **ARTICLE 18: LIAISON BETWEEN ASSOCIATION AND PRINCIPALS**
8

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

20 **ARTICLE 19: PROFESSIONAL COLLABORATION**
21

22 A. EDUCATOR VOICE
23

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

31 Educators will participate in the collaborative process of developing and implementing the
32 curriculum framework used in the Portland Public Schools which will align with the mission,
33 vision, and beliefs of the Portland Public Schools. Any district-wide committee established under
34 this article shall have two members appointed by the PEA.
35

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

43 B. CULTURE AND CLIMATE
44

45 Because the Board and the Association believe that a collaborative culture and climate in the
46 district and in the schools create the conditions necessary to improve student learning, a PPS and
47 PEA designed culture and climate survey will be distributed to educators once per year to inform
48 this ongoing conversation. The results of the survey will be shared with educators in a timely
49 manner in order to develop and implement district and building plans to improve collaboration at

1 both levels. The issues in this Section are understood by both parties to be matters of educational
2 policy subject to change at the discretion of the Board and are not subject to the grievance
3 procedure, but are subject to a meet and consult requirement.
4

5 C. PROFESSIONAL LEARNING
6

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

15 ARTICLE 20: SICK LEAVE
16

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

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

1 beyond the normal educator workday.

- 2
- 3 2. The Health and Safety Committee shall assess the needs of the District regarding health risks
4 of educators and recommend a wellness program to address those needs and promote positive
5 health practices among educators.
- 6
- 7 3. Up to four (4) educators shall be included in any team attending the Maine Department of
8 Education's annual Wellness Conference.
- 9

10 K. A Sick Bank is hereby established whereby a member of the Bargaining Unit faced with a personal or
11 immediate family serious health condition, as defined by the Family and Medical Leave Act, may
12 borrow sick days not accumulated. The Sick Bank Program is to be administered by a committee
13 equally represented by the Association and the Portland Public Schools. A majority vote shall be
14 required for any days to be granted. The fifteen (15) day limit in Section I of this Article does not
15 apply to Section K. See Appendices J and K for Sick Bank forms.

16

17 There is an affirmative duty for educators who may qualify for disability benefits under
18 MainePERS to apply for such benefits as soon as possible.

19

20 **ARTICLE 21: TEMPORARY LEAVE OF ABSENCE**

21

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

25

- 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
32 to causes completely beyond the educator's control (such as cancellation of a return airplane
33 fight, 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
36 holiday or vacation, or during the month of June, the educator shall provide the immediate
37 supervisor with a written explanation of the reason requiring the request at least seven (7)
38 days in advance of the day requested or, if this is not possible, as soon thereafter as is
39 possible. Any educator denied leave under this article may request a review by the
40 Superintendent.
- 41
- 42 5. No application for the use of a personal leave day may be submitted more than thirty (30)
43 calendar days in advance of the day required except in cases of emergency, in which case the
44 educator shall, with the application, provide the office of the immediate supervisor with a
45 written explanation of the emergency requiring the request. All requests for personal leave
46 shall be responded to within seven (7) days after their receipt.
- 47
- 48 6. Not more than four percent (4%) of the educators or one (1) educator in any one (1) building,
49 whichever is greater, may elect personal/discretionary personal day leave under this Section at

1 the same time. This limitation does not include persons on sick or temporary leave under
2 other Sections of this article, and may be lifted in case of emergency or unusual circumstances
3 at the discretion of the 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
7 the 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 Educators who limit usage of sick days may convert personal leave days as defined in this Article, to
19 discretionary leave days.
20

- 21 1. A discretionary leave day is identical to a personal leave day, but is not subject to Section A,
22 Subsections 1, 2, 3, 4, and 5.
23
- 24 2. An educator who uses zero (0) sick days, defined as sick or family illness, in a school year
25 may convert his/her three (3) personal days to discretionary leave during the following year.
26
- 27 3. An educator who uses one (1) sick day may convert two (2) of his/her three (3) personal days.
28
- 29 4. An educator who uses two (2) sick days may convert one (1) of his/her three (3) personal
30 days.
31

32 D. BEREAVEMENT
33

34 In case of the death of a husband, wife, domestic partner, or child of any educator, such educator shall
35 be excused, without loss of pay, for an absence not to exceed ten (10) days either immediately
36 following the death or at such other time during the course of that school year as may be necessary to
37 handle estate related matters. In the case of the death of parents, grandparents, parents-in-law,
38 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

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

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

8
9 G. MILITARY LEAVE

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

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

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

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

32
33 K. Leave allowable under this Article shall not be accumulated beyond each school year.

34
35 L. FAMILY EDUCATIONAL LEAVE

36
37 Each educator shall be granted one (1) day per year for a family educational event.

38
39 M. GRADUATION LEAVE

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

1 ARTICLE 22: PROFESSIONAL LEARNING and EDUCATIONAL IMPROVEMENT /
2 LICENSURE
3

- 4 A. The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection
5 with any courses, workshops, seminars, and conferences, which an educator, after consultation with
6 the Superintendent, is required to take or attend by the Superintendent by a notice in writing.
7
- 8 B. An educator shall be compensated for all time spent in actual attendance at such required college
9 courses, if full day, at her/his per diem rate of pay, and if part day on days when her/his school is not
10 in session at her/his pro-rated per diem rate of pay.
11
- 12 C. Any certified continuing contract educator who successfully, with a grade of B or better, completes,
13 within any one (1) year period, up to one (1) course to a maximum of four (4) credit hours of
14 additional professional work in courses expressly approved in advance by the Superintendent, be
15 reimbursed for the cost of tuition and fees up to, but no more than, the University of Southern Maine
16 graduate tuition rate for such a course (see Appendix H for Course Approval Form). Upon reaching
17 lane 5, a member's course reimbursement eligibility becomes two (2) courses, for a maximum of
18 eight (8) credits or equivalent within any one (1) year period following the above criteria. Payment
19 will be made directly to the educator upon written agreement with the educator and presentation of
20 the bill for the course. Exceptions to this Article can be made at the discretion of the Superintendent.
21 Any certified probationary educator may be reimbursed for one three credit course in one of the areas
22 of identified district need set forth in Article 12(C)(5)(d) according to the above requirements.
23

24 D. LICENSURE COST
25

- 26 The Portland Public Schools will pay the costs of continuing education units and any licenses
27 required by the Board, which exceed the licenses required by Maine State Law.
28
- 29 E. The Board and the Association recognize the value of attaining National Board Teacher Certification
30 in increasing student achievement. Therefore, any certified continuing contract educator who pursues
31 National Board Teacher Certification will have the entire NBTC fee paid in lieu of course
32 reimbursement. As requested, educators will be eligible for advance payment of this fee. If the
33 educator drops the certification program after the NBTC refund deadline, the educator will reimburse
34 PPS for all costs it paid. In extenuating circumstances, reimbursement by the educator may be
35 waived at the discretion of the Superintendent. The district will pay for any certification areas that
36 have to be retaken in lieu of course reimbursement. The district has the right to require candidates to
37 apply for available NBTC fee subsidies. Up to four paid professional leave days will be granted for
38 the portfolio preparation that is required to complete the certification program. Educators who are
39 granted NBTC will be granted 225 salary contact hours toward a lane change in accordance with
40 Article 12. The district will support a cohort of 5 educators, each of whom will be provided with a
41 paid NBTC mentor, if available, for support during his/her first year of the NBTC process. NBTC
42 educators will receive an annual certification stipend of \$2,000 for the duration of the 10 year
43 certification. Any state or federal funds made available to NBTC educators either directly or through
44 the district will offset these stipends. The district will pay the renewal fees for continuing contract
45 educators in lieu of course reimbursement. Educators receiving payment for NBTC exam or renewal
46 application fees are expected to continue employment with the district for the following year or will
47 be required to reimburse the district for those fees.
48
49

1 The district will pay the exam fee and the renewal fee for any continuing contract educator specialist
2 who pursues/maintains a national board specialist certification that is above and beyond the
3 certification exam(s) required for their area of practice or required for employment in lieu of course
4 reimbursement.
5

6 **ARTICLE 23: PROTECTION OF EDUCATORS, STUDENTS AND PROPERTY**
7

- 8 A. The Association Building Representative shall report in writing to the Office of the appropriate
9 Principal with a copy to the President of the PEA and the Director of Human Resources any working
10 conditions in any school building considered unsafe or hazardous. The Principal or her/his designated
11 representative will investigate said report and the Principal shall furnish within ten (10) days a written
12 report to the PEA President, Association Representative, and the Office of Human Resources
13 describing the results of the investigation, and of any action taken or proposed to correct the
14 condition.
15
- 16 B. The Portland Education Association and the Board are committed to the health and safety of all
17 employees. Unsafe conditions and acts must be treated seriously and resolved with a sense of
18 urgency. In order to address broad issues of concern regarding health and safety, the Superintendent
19 will meet and consult with the Association and other groups at his/her discretion as necessary, but at
20 least annually, to review relevant policies and procedures regarding health, safety, vandalism, and
21 student discipline. Educators shall immediately report on the safety report form to the appropriate
22 Principal and the Principal shall immediately report to the supervising Central Office administrator
23 any instances of threat, assault or injury suffered by the educator or caused by the educator in the
24 course of his/her employment. Within twenty-four (24) hours the Principal will notify the educator of
25 actions taken and planning for next steps. Educators will be notified of final resolution.
26
- 27 C. If either civil or criminal litigation is indicated or threatened against any educator for actions arising
28 out of and during the course of her/his employment, the educator shall immediately notify the
29 Superintendent, who shall, if she/he believes the educator has acted in a proper professional manner,
30 comply with any reasonable request from the educator for information in her/his possession which
31 relates to the incident.
32
- 33 D. Employees who are eligible for worker's compensation for service-connected injury may elect to take
34 accumulated sick leave in addition to compensation to the extent that it provides full regular pay, and
35 to the extent of the accumulated sick leave credit. Full regular pay means the employee's normal take-
36 home pay after deduction of federal and state income tax withholding.
37
- 38 E. When in the judgment of the Superintendent, a educator's prudent discharge of her/his responsibilities
39 results in personal injury and disability as a result of an assault, no deduction shall be made from
40 accumulated sick leave during the period of disability occurring within the first sixty (60) days
41 following such assault, unless the educator, under extenuating circumstances, incurs periods of
42 disability subsequent to the first 60 days. Under no circumstance shall the educator receive more than
43 sixty (60) days. Payments payable to the educator under the Worker's Compensation Act shall be
44 deducted from amounts payable to the educator hereunder.
45

46 **ARTICLE 24: ASSOCIATION DUES AND OTHER DEDUCTIONS FROM SALARY**
47

- 48 A. The Board agrees to deduct from educators' salary dues in specified amounts for local, state, and/or
49 national professional associations when requested in writing by the educators. Said dues shall be

1 remitted to the Portland Education Association at reasonable intervals, all subject to the following:
2

- 3 1. No change in the specified rate of such dues deductions shall be made after August 30, of any
4 school year.
5
- 6 2. The total of such dues for the school year shall be deducted in equal amounts from twenty
7 (20) paychecks of the educator, commencing with the first paycheck in November of any
8 school year.
9
- 10 3. No deductions need be made by the Board if they are at any time beyond the normal capacity
11 of automatic data processing equipment of the Portland Public Schools to handle in the same
12 manner as other payroll deductions, and no more than 10 separate rates shall be used for dues
13 deduction purposes.
14
- 15 4. Dues deductions shall continue automatically from year to year unless cancelled in writing by
16 the educator during the first two (2) weeks in August preceding the school year in which the
17 cancellation becomes effective.
18
- 19 5. The Association shall indemnify and save the Board harmless against all claims and suits,
20 which may arise by reason of making any such deductions, the cancellation of the same, and
21 remitting the same to apparently authorized officials of the Maine Education Association. The
22 Portland Education Association shall be accountable to the Maine Education Association for
23 the allocation and payment of each educator's dues to the respective professional associations,
24 as authorized on the respective dues deduction forms.
25

- 26 B. Educators may, in writing, authorize such additional deductions for local United Fund Campaigns,
27 Mainshare, and such other purposes as are approved by both the Board and the Association, again
28 subject to the normal capacity of automatic data processing equipment of the Portland Public Schools
29 to handle the same, and subject to such reasonable regulations as the Board and/or the Superintendent
30 may prescribe. If practicable, and subject to the normal capacity of automatic data processing
31 equipment of the Portland Public Schools to handle the same, and subject to such reasonable
32 regulations as the Board and/or the Superintendent may prescribe, educators may, in writing,
33 authorize additional deductions for tax-sheltered annuities (e.g. 403b retirement investment plans).
34 The Superintendent will meet and consult with the Association regarding the schedule of tax
35 sheltered annuity remittances.
36

37 **ARTICLE 25: EXTENDED LEAVE OF ABSENCE**
38

- 39 A. Leave of absence without pay for a maximum of two (2) years may be granted to any educator who
40 joins the Peace Corps, VISTA, National Educators Corps or who serves as an exchange educator or
41 overseas educator or who accepts and participates in a Fulbright Scholarship, or who serves as an
42 elected officer of the National Education Association or the Maine Education Association. Leaves
43 granted under this Section shall count as time in service up to a maximum of two (2) years for
44 purposes of applications for sabbatical leave.
45
- 46 B. A leave of absence without pay shall be granted to any educator for military service if said educator
47 meets the criteria set forth in Article 12, Section E (Experience Credit for Outside Teaching Service),
48 Subsection 3.
49

- 1 C. All or any portion of a leave taken by an educator because of medical disability connected with or
2 resulting from her pregnancy may, at the educator's option, be charged to her available sick leave. A
3 leave of absence without pay shall be granted to an educator for the purpose of childbearing and/or
4 childrearing as follows:
5
- 6 1. An educator who is pregnant shall be entitled, upon request, to a leave to begin at any time
7 during her pregnancy and to last up to one (1) year after a child is born. Should that year's
8 leave end in mid-semester, the leave shall run until the end of that semester. Said educator
9 shall notify the Superintendent in writing of her desire to take such leave, and if she plans to
10 take childrearing leave after the birth of the child, shall notify her/him of the date she will
11 return to work if she is able. Except in case of emergency, the educator shall give such notice
12 at least thirty (30) days prior to the date on which her leave is to begin. She shall include with
13 such notice a physician's statement certifying her pregnancy. An educator who is pregnant
14 may continue in active employment as late into her pregnancy as she desires provided she is
15 able to perform properly her required functions. Notwithstanding the above, the affected
16 educator and his/her immediate supervisor may mutually agree to modify the above time
17 requirements. Absent mutual agreement, the educator may appeal to the Superintendent for a
18 waiver of the above time requirements. The decision of the Superintendent shall be final.
19
 - 20 2. Any male educator upon request shall be entitled to a childrearing leave in accordance with
21 the provisions of Section C, Subsection 1. Sick Leave provisions shall not apply.
22
 - 23 3. Any educator who is the primary caregiver may use up to twenty (20) days of accumulated
24 sick leave for the purpose of adoption.
25
 - 26 4. Any educator adopting a child may receive similar leave as in Subsection 1 above which shall
27 commence two (2) weeks prior to receiving de facto custody of said child.
28
 - 29 5. Educators shall be granted five (5) days leave to be deducted from sick leave upon the
30 birth/adoption of a child to the educator's spouse, or the educator's partner to be used within
31 the first month of the birth/adoption.
32
 - 33 6. An educator on childrearing leave may have the educator's name placed on a list to serve as a
34 substitute in the Portland School System in the area of her/his certification or competence at
35 the then prevailing rate of pay for substitute educators.
36
- 37 D. A leave of absence without pay for a maximum period of one (1) year may, in the sole discretion of
38 the Board, be granted an educator for the purpose of caring for a sick member of her/his immediate
39 family, provided she/he gives the Board as much advance notice as practicable, but in no event less
40 than thirty (30) days, except in cases of emergency involving critical illnesses. Insurance benefits will
41 be continued for the educator at her/his own expense if she/he so requests and if she/he meets
42 eligibility requirements.
43
- 44 E. The Board shall grant any regularly employed certified educator a leave of absence without pay and
45 without forfeiture of continuing contract status and other accumulated benefits to fulfill the duties of a
46 State Legislator provided written notice of intent to become a candidate for the Legislature is given to
47 the Superintendent at the time educator contracts are issued.
48
49

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

3
4 1. In order for educators to be eligible for benefits provided under Section A above, they (a)
5 must indicate in writing to the Superintendent their intention to apply for the Peace Corps,
6 VISTA, National Educators Training Corps or a Fulbright Scholarship, whichever is
7 applicable, no later than November 1 of the school year preceding taking up such service and
8 (b) shall complete said school year and (c) shall also notify in writing the Office of the
9 Superintendent prior to April 1 of the school year whether her/his application has been
10 accepted and whether she/he will leave at the end of the school year.

11
12 2. No person shall be eligible for a return to the Portland School System following leave granted
13 for any reason under this Article unless she/he gives the Superintendent notice by January 1
14 preceding the ensuing school year that she/he will return to the system for the ensuing school
15 year, (unless waived by the Superintendent).

16
17 3. Upon return to the system, an educator granted a leave of absence will be returned whenever
18 practicable, to her/his former employment position or classification.

19
20 **ARTICLE 26: SABBATICAL LEAVE**

21
22 A. Sabbatical leave may be granted to an educator for study related to her/his teaching field, or for travel,
23 related to her/his teaching field, or for other reasons of value to the school system, all subject to the
24 approval of the Board and all subject to the following conditions:

25
26
27 1. Sabbatical leave shall be limited to no more than two percent (2%) of educators at any one
28 time.

29
30 2. Notice of intent to apply for sabbatical leave must be received by the Office of the
31 Superintendent in writing no later than December 15th of the school year preceding the year
32 of such leave. The educator must make application no later than February 1 and shall also
33 complete said school year. An applicant may request a meeting with the
34 Superintendent/designee before February 1 to discuss the sabbatical leave proposal process
35 before submission of the sabbatical application. The Superintendent/designee will review the
36 application for purposes of rubric scoring, then meet with applicant and provide a written
37 decision with the reasons for approval or denial by March 1. Applications that the
38 Superintendent/designee recommends for approval will be submitted to the Board by March
39 10. Action shall be taken by the Board no later than April 1 of the school year preceding the
40 school year for which the sabbatical leave is requested. See Appendix L for Sabbatical
41 application, process, rubric and agreement.

42
43 3. Within ten (10) days from the Board's decision, written notification shall be sent to the
44 applicant. Reasons shall be provided to the applicant in writing if the sabbatical leave request
45 is denied.

46
47 4. The educator requesting sabbatical leave has completed at least seven consecutive full-time
48 school years of service in the Portland School System since her/his last prior sabbatical leave,
49 if any.

- 1
2 5. An educator on sabbatical leave for a full school year shall be paid by the Board at fifty
3 percent (50%) of the salary rate which she/he would have received if she/he had remained
4 actively employed by the Board. An educator on sabbatical leave for one half (1/2) of a school
5 year shall be paid by the Board at seventy-five percent (75%) of the salary rate she/he would
6 have received if she/he had remained actively employed by the Board.
7
8 6. Health and Dental Insurance will continue to be paid during the period of leave at the rate that
9 would have been paid if the educator had remained actively employed by the Board.
10
11 7. Upon return from sabbatical leave, an educator shall be placed on the salary schedule at the
12 level which she/he would have attained had she/he remained actively employed in the system
13 during the period of her/his absence.
14
15 8. Before receiving sabbatical leave under the provision of this Article, the educator shall agree
16 in writing with the Board that she/he will return to the Portland School System for a period of
17 not less than two (2) years for a full time sabbatical and not less than one (1) year for a half
18 time sabbatical, and also that, in the event of breach of such agreement, she/he will repay the
19 Board all sums advanced for her/his Sabbatical leave, in proportion to the fulfillment of
20 her/his two (2) year reemployment commitment.
21

22 **ARTICLE 27: LIVING CONTRACT COMMITTEE**
23

- 24 A. The Portland Education Association and the Board are committed to on-going, meaningful
25 communication; joint, open problem solving; and building trusting relationships in order to create and
26 maintain a quality working environment and healthy employee relations. Therefore, the Association
27 and the Board agree to establish a committee to provide for regular, on-going discussions and
28 decision-making on matters germane to improved union-management relations and more effective
29 overall school district operation. The Living Contract Committee shall be co-chaired by the
30 Superintendent and the President of the Association.
31
32 B. This Board shall be authorized to discuss any issue of mutual interest or concern and to reach
33 tentative agreements on issues in a timely manner without delaying action until the expiration and
34 renegotiation of the collective bargaining Agreement. This Committee shall also have the power to
35 amend this agreement, provided that any substantive amendments shall be subject to internal
36 ratification and approval procedures of the Association and Board
37
38 C. The Association and the Superintendent shall each identify at least three (3) representatives and no
39 more than six (6) representatives as committee members who shall serve for the duration of the
40 contract. The Association members shall be appointed by the Association President and the
41 management members shall be appointed by the Superintendent. Appointments shall be made by
42 September 15. Substitute educators will be provided for Association members if necessary to attend
43 Committee meetings.
44
45 D. The overall charge to this committee shall include, but is not limited to, the following:
46
47 1. To administer and implement the contractual Agreement;
48
49 2. To resolve disputes or problems in the interpretation and application of the Agreement as they

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

- 2
- 3 A. During negotiations, the Board and the Association will present relevant data, exchange points of
- 4 view and make proposals and counter-proposals except that the Association will submit to the
- 5 Board all of its requests on Negotiable Subjects not later than January 31st of the year of
- 6 expiration unless both parties agree to interest based bargaining which shall supersede the above
- 7 process. The Board will make available to the Association for inspection relevant but
- 8 non-confidential cost and statistical data which the Association may need in order to develop,
- 9 analyze and/or evaluate proposals and/or counter-proposals concerning negotiable subjects but
- 10 there will be no obligation on the part of the Board to prepare any records or summaries not already
- 11 in existence. The Association's request for inspection will not be unreasonable. Either party may, if
- 12 it so desires, utilize the service of outside consultants and may call upon professional and lay
- 13 representatives to assist it either at or outside of the negotiation sessions. At the conclusion of
- 14 negotiations, all agreements reached during negotiations will be reduced to writing and signed by
- 15 the Board and the Association.
- 16
- 17 B. Despite reference in this Article to the Board or the Association, as such, each shall have the right
- 18 to act hereunder by Board (which Board will not exceed nine (9) in number), individual member,
- 19 or designated representative, whether or not a member. Each party will provide to the other, upon
- 20 request, a written statement indicating the person or persons so authorized to act in its behalf at any
- 21 particular point in time. The person or persons so authorized to act will be authorized to act in
- 22 regard to all aspects of negotiation, it being the mutual intension that neither will be required to
- 23 negotiate with respect to different subjects with different persons representing this other party.
- 24
- 25 C. All written notices to the Association or Board respectively will be deemed to have been properly
- 26 given if delivered to the President of the Association and to the Superintendent of Schools,
- 27 respectively.
- 28
- 29 D. Nothing herein contained will be deemed to affect or authorize negotiations or requests for changes in
- 30 the provisions of the Agreement of which this Article is a part.
- 31

32 **ARTICLE 30: TERM OF AGREEMENT**

33

34 This agreement shall govern the rights of the parties from August 26, 2016, through August 25, 2019.

35

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

37 written below.

38

39 The Board of Education of the City of Portland

40

41 Dated: 12-6-16

42 by: Marnie Morrione
43 Its Chair, Marnie Morrione

44

45 The Portland Education Association

46

47 Dated: 12-6-16

48 by: Suzette Olafsen
49 Its President, Suzette Olafsen

1
2

APPENDIX A-1: PEA Salary Schedule 2016-2017 (Schedule 183 Day)

(Step)

Schedule 183 Day Experience-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	Lane I	Lane II	Lane III	Lane IV	Lane V
1	38,068	44,301	53,228	62,156	71,083
2	38,068	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

3
4

1
2

APPENDIX A-2: PEA Salary Schedule 2016-2017 (Schedule 193 Day)

(Step)

Schedule 193 Day Experience-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	6
2	39,082	3	42,635	5	44,412	6	46,189	1
3	40,859	4	44,412	6	46,189	1	47,966	2
4	42,635	5	46,189	1	47,966	2	49,740	4
5	44,057	6	47,966	2	49,740	4	51,518	5
6	45,478	1	49,386	3	51,162	5	52,939	6
7	46,899	2	50,807	4	52,584	6	54,360	1
8	48,320	3	52,228	5	54,004	1	55,782	1
9	49,740	4	53,650	6	55,426	1	57,202	2
10	51,162	5	55,071	1	56,848	2	58,623	3
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

Schedule 193 Day Professional Learning-Based Salary Schedule					
STEP	Lane I	Lane II	Lane III	Lane IV	Lane V
1	40,148	46,721	56,137	65,552	74,967
2	40,148	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

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APPENDIX A-3: PEA Salary Schedule 2017-2018 (Schedule 183 Day)

(Step + 1.5%)

Schedule 183 Day Experience-Based Salary Schedule (To be used for initial placement on the Professional Learning-Based Scale only)								
STEP	B		M		MI		D	
1	35,904	1	39,323	4	41,032	5	42,743	6
2	37,614	3	41,032	5	42,743	6	44,453	1
3	39,323	4	42,743	6	44,453	1	46,162	2
4	41,032	5	44,453	1	46,162	2	47,871	4
5	42,401	6	46,162	2	47,871	4	49,582	5
6	43,768	1	47,529	3	49,239	5	50,948	6
7	45,136	2	48,898	4	50,608	6	52,317	1
8	46,503	3	50,265	5	51,974	1	53,684	1
9	47,871	4	51,633	6	53,342	1	55,053	2
10	49,239	5	53,000	1	54,711	2	56,420	3
11	50,608	6	54,368	2	56,078	3	57,788	4
12	51,974	1	55,737	3	57,446	4	59,155	5
13	53,342	1	57,104	4	58,814	5	60,523	6
14	54,711	2	58,472	5	60,181	6	61,891	1
15	55,907	3	59,669	6	61,378	1	63,088	1
16	57,104	4	60,864	6	62,575	1	64,285	2
17	58,301	5	62,062	1	63,771	2	65,481	3
18	58,301	5	63,259	2	64,968	3	66,678	4
19	58,301	5	63,259	2	66,165	4	67,875	5
20	58,301	5	63,259	2	66,165	4	67,875	5
21	59,327	5	64,285	2	67,191	4	68,900	6
22	59,327	5	64,285	2	67,191	4	68,900	6
23	59,327	5	64,285	2	67,191	4	68,900	6
24	59,327	5	64,285	2	67,191	4	68,900	6
25	59,327	5	64,285	2	67,191	4	68,900	6
26	60,181	6	65,140	3	68,046	5	69,756	6
27	60,181	6	65,140	3	68,046	5	69,756	6
28	60,181	6	65,140	3	68,046	5	69,756	6
29	60,181	6	65,140	3	68,046	5	69,756	6
30	60,181	6	65,140	3	68,046	5	69,756	6
31	61,207	1	66,165	4	69,071	6	70,781	1

Schedule 183 Day Professional Learning-Based Salary Schedule					
STEP	Lane I	Lane II	Lane III	Lane IV	Lane V
1	38,639	44,966	54,026	63,088	72,149
2	38,639	46,332	55,394	64,455	73,516
3	38,639	47,700	56,763	65,824	74,886
4	40,007	49,068	58,129	67,191	76,252
5	41,374	50,435	59,497	68,558	77,620
6	42,743	51,804	60,864	69,926	78,987
7	44,110	53,172	62,233	71,295	80,356
8	45,478	54,539	63,601	72,662	81,724
9	46,845	55,907	64,968	74,030	83,091
10	48,213	57,274	66,335	75,398	84,459

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APPENDIX A-4: PEA Salary Schedule 2017-2018 (Schedule 193 Day)

(Step + 1.5%)

Schedule 193 Day Experience-Based Salary Schedule (To be used for initial placement on the Professional Learning-Based Scale only)								
STEP	B		M		MI		D	
1	37,865	1	41,472	4	43,275	5	45,078	6
2	39,668	3	43,275	5	45,078	6	46,882	1
3	41,472	4	45,078	6	46,882	1	48,685	2
4	43,275	5	46,882	1	48,685	2	50,486	4
5	44,718	6	48,685	2	50,486	4	52,291	5
6	46,160	1	50,127	3	51,929	5	53,733	6
7	47,602	2	51,569	4	53,373	6	55,175	1
8	49,045	3	53,011	5	54,814	1	56,619	1
9	50,486	4	54,455	6	56,257	1	58,060	2
10	51,929	5	55,897	1	57,701	2	59,502	3
11	53,373	6	57,339	2	59,143	3	60,946	4
12	54,814	1	58,783	3	60,584	4	62,387	5
13	56,257	1	60,223	4	62,028	5	63,830	6
14	57,701	2	61,666	5	63,470	6	65,273	1
15	58,962	3	62,929	6	64,731	1	66,535	1
16	60,223	4	64,191	6	65,995	1	67,797	2
17	61,488	5	65,452	1	67,256	2	69,060	3
18	61,488	5	66,716	2	68,519	3	70,321	4
19	61,488	5	66,716	2	69,781	4	71,584	5
20	61,488	5	66,716	2	69,781	4	71,584	5
21	62,569	5	67,797	2	70,863	4	72,666	6
22	62,569	5	67,797	2	70,863	4	72,666	6
23	62,569	5	67,797	2	70,863	4	72,666	6
24	62,569	5	67,797	2	70,863	4	72,666	6
25	62,569	5	67,797	2	70,863	4	72,666	6
26	63,470	6	68,699	3	71,764	5	73,568	6
27	63,470	6	68,699	3	71,764	5	73,568	6
28	63,470	6	68,699	3	71,764	5	73,568	6
29	63,470	6	68,699	3	71,764	5	73,568	6
30	63,470	6	68,699	3	71,764	5	73,568	6
31	64,552	1	69,781	4	72,846	6	74,649	1

Schedule 193 Day Professional Learning-Based Salary Schedule					
STEP	Lane I	Lane II	Lane III	Lane IV	Lane V
1	40,750	47,422	56,979	66,535	76,092
2	40,750	48,864	58,422	67,977	77,534
3	40,750	50,306	59,864	69,420	78,977
4	42,193	51,750	61,306	70,863	80,418
5	43,636	53,192	62,748	72,305	81,862
6	45,078	54,634	64,191	73,748	83,304
7	46,520	56,078	65,633	75,190	84,746
8	47,963	57,519	67,076	76,631	86,190
9	49,405	58,962	68,519	78,076	87,631
10	50,848	60,405	69,961	79,518	89,074

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APPENDIX A-5: PEA Salary Schedule 2018-2019 (Schedule 183 Day)

(Step + 1.5%)

Schedule 183 Day Experience-Based Salary Schedule (To be used for initial placement on the Professional Learning-Based Scale only)								
STEP	B		M		MI		D	
1	36,442	1	39,913	4	41,648	5	43,384	6
2	38,178	3	41,648	5	43,384	6	45,120	1
3	39,913	4	43,384	6	45,120	1	46,855	2
4	41,648	5	45,120	1	46,855	2	48,590	4
5	43,037	6	46,855	2	48,590	4	50,325	5
6	44,424	1	48,242	3	49,977	5	51,712	6
7	45,813	2	49,631	4	51,367	6	53,102	1
8	47,201	3	51,019	5	52,754	1	54,490	1
9	48,590	4	52,408	6	54,142	1	55,878	2
10	49,977	5	53,795	1	55,531	2	57,266	3
11	51,367	6	55,184	2	56,919	3	58,655	4
12	52,754	1	56,573	3	58,308	4	60,043	5
13	54,142	1	57,960	4	59,696	5	61,431	6
14	55,531	2	59,349	5	61,084	6	62,819	1
15	56,746	3	60,564	6	62,299	1	64,035	1
16	57,960	4	61,777	6	63,513	1	65,249	2
17	59,175	5	62,993	1	64,728	2	66,463	3
18	59,175	5	64,208	2	65,943	3	67,679	4
19	59,175	5	64,208	2	67,157	4	68,893	5
20	59,175	5	64,208	2	67,157	4	68,893	5
21	60,217	5	65,249	2	68,199	4	69,934	6
22	60,217	5	65,249	2	68,199	4	69,934	6
23	60,217	5	65,249	2	68,199	4	69,934	6
24	60,217	5	65,249	2	68,199	4	69,934	6
25	60,217	5	65,249	2	68,199	4	69,934	6
26	61,084	6	66,117	3	69,066	5	70,802	6
27	61,084	6	66,117	3	69,066	5	70,802	6
28	61,084	6	66,117	3	69,066	5	70,802	6
29	61,084	6	66,117	3	69,066	5	70,802	6
30	61,084	6	66,117	3	69,066	5	70,802	6
31	62,125	1	67,157	4	70,107	6	71,843	1

Schedule 183 Day Professional Learning-Based Salary Schedule					
STEP	Lane I	Lane II	Lane III	Lane IV	Lane V
1	39,219	45,640	54,837	64,035	73,231
2	39,219	47,027	56,225	65,421	74,619
3	39,219	48,415	57,614	66,811	76,009
4	40,607	49,804	59,001	68,199	77,396
5	41,995	51,192	60,390	69,587	78,784
6	43,384	52,581	61,777	70,975	80,172
7	44,772	53,969	63,166	72,364	81,561
8	46,160	55,357	64,555	73,752	82,950
9	47,548	56,746	65,943	75,140	84,337
10	48,936	58,134	67,330	76,529	85,726

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APPENDIX A-6: PEA Salary Schedule 2018-2019 (Schedule 193 Day)

(Step + 1.5%)

Schedule 193 Day Experience-Based Salary Schedule (To be used for initial placement on the Professional Learning-Based Scale only)								
STEP	B		M		MI		D	
1	38,433	1	42,094	4	43,924	5	45,754	6
2	40,263	3	43,924	5	45,754	6	47,585	1
3	42,094	4	45,754	6	47,585	1	49,416	2
4	43,924	5	47,585	1	49,416	2	51,243	4
5	45,389	6	49,416	2	51,243	4	53,075	5
6	46,853	1	50,879	3	52,708	5	54,539	6
7	48,317	2	52,343	4	54,173	6	56,003	1
8	49,780	3	53,807	5	55,636	1	57,468	1
9	51,243	4	55,272	6	57,101	1	58,931	2
10	52,708	5	56,736	1	58,566	2	60,395	3
11	54,173	6	58,199	2	60,030	3	61,860	4
12	55,636	1	59,664	3	61,493	4	63,323	5
13	57,101	1	61,126	4	62,958	5	64,788	6
14	58,566	2	62,591	5	64,422	6	66,252	1
15	59,847	3	63,873	6	65,702	1	67,533	1
16	61,126	4	65,153	6	66,985	1	68,814	2
17	62,410	5	66,434	1	68,265	2	70,095	3
18	62,410	5	67,717	2	69,546	3	71,376	4
19	62,410	5	67,717	2	70,828	4	72,658	5
20	62,410	5	67,717	2	70,828	4	72,658	5
21	63,507	5	68,814	2	71,926	4	73,756	6
22	63,507	5	68,814	2	71,926	4	73,756	6
23	63,507	5	68,814	2	71,926	4	73,756	6
24	63,507	5	68,814	2	71,926	4	73,756	6
25	63,507	5	68,814	2	71,926	4	73,756	6
26	64,422	6	69,730	3	72,840	5	74,672	6
27	64,422	6	69,730	3	72,840	5	74,672	6
28	64,422	6	69,730	3	72,840	5	74,672	6
29	64,422	6	69,730	3	72,840	5	74,672	6
30	64,422	6	69,730	3	72,840	5	74,672	6
31	65,520	1	70,828	4	73,938	6	75,769	1

Schedule 193 Day Professional Learning-Based Salary Schedule					
STEP	Lane I	Lane II	Lane III	Lane IV	Lane V
1	41,361	48,133	57,834	67,533	77,233
2	41,361	49,597	59,299	68,996	78,697
3	41,361	51,061	60,762	70,461	80,162
4	42,825	52,526	62,226	71,926	81,625
5	44,290	53,990	63,690	73,389	83,090
6	45,754	55,454	65,153	74,854	84,554
7	47,218	56,919	66,617	76,318	86,018
8	48,682	58,382	68,082	77,781	87,483
9	50,146	59,847	69,546	79,247	88,946
10	51,611	61,311	71,010	80,711	90,410

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1 **APPENDIX B: Professional Learning Based Salary System**

2
3 **Professional Learning Activities and PLBSS Process**

4
5 **Significant Contribution vs. Professional Responsibility**

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

13
14 **While not an exhaustive list, the following demonstrates the type of learning projects that could be**
15 **considered for educators to earn contact hours:**

- 16
17 • Classroom Action Research
18 • National Board Certification
19 • New Class Curriculum Developed and Implemented
20 • Conference/Workshop/Course Presenter
21 • Professional Learning Collaborations
22 • Professional Book Groups
23 • Curriculum Institutes
24 • Creating a website to promote student learning

25
26 **PROCESS**

27 **Initial Placement on the PLBSS**

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

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

41 **Registering for Using the PLBSS Website**

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

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

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

12 Proposal Submission Process

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

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

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

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

31 Course Credit/CEU Proposal Form

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

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

40 After this information is provided, click on the submit button, and you should find that this proposal is
41 now listed under the “Work on Proposals Pending Pre-Approval” category on your homepage. It will
42 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 to
26 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 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.

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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.

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APPENDIX C: Differential Schedule 2016-2019

HIGH SCHOOL DIFFERENTIAL RATES													
ATHLETIC								CO-CURRICULAR					
DESCRIPTION	Boys*/Girls*	2016-17	2017-18	2018-19	DESCRIPTION	Boys*/Girls*	2016-17	2017-18	2018-19	DESCRIPTION	2016-17	2017-18	2018-19
BASEBALL	B	4,839	4,887	4,936	INTRAMURALS	B	993	1,003	1,013	ACADEMIC DECATHLON	2,420	2,444	2,469
BASEBALL ASST	B	2,904	2,933	2,962	INTRAMURALS	G	993	1,003	1,013	DEBATE	2,420	2,444	2,469
BASKETBALL	B	7,259	7,331	7,405	LACROSSE	B	4,839	4,887	4,936	DRAMATICS FALL/WINTER	7,259	7,331	7,405
BASKETBALL ASST	B	4,355	4,399	4,443	LACROSSE	G	4,839	4,887	4,936	DRAMATICS FALL/WINTER ASST	4,034	4,074	4,115
BASKETBALL	G	7,259	7,331	7,405	LACROSSE ASST	B	2,904	2,933	2,962	DRAMATICS SPRING	7,259	7,331	7,405
BASKETBALL ASST	G	4,355	4,399	4,443	LACROSSE ASST	G	2,904	2,933	2,962	DRAMATICS SPRING ASST	4,034	4,074	4,115
CHEERLEADING FALL	G	4,034	4,074	4,115	NORDIC SKI COACH DHS		3,227	3,259	3,292	FUTURE TEACHERS (DHS)	2,420	2,444	2,469
CHEERLEADING FALL ASST	G	2,420	2,444	2,469	OUTDOOR TRACK	B	4,839	4,887	4,936	FUTURE BUSINESS LEADERS (PHS)	2,420	2,444	2,469
CHEERLEADING WINTER	G	4,839	4,887	4,936	OUTDOOR TRACK ASST	B	2,904	2,933	2,962	JR CLASS ADVISOR	2,420	2,444	2,469
CHEERLEADING WINTER ASST	G	2,904	2,933	2,962	OUTDOOR TRACK	G	4,839	4,887	4,936	LITERARY MAGAZINE	2,420	2,444	2,469
CROSS COUNTRY	B	3,227	3,259	3,292	OUTDOOR TRACK ASST	G	2,904	2,933	2,962	MATH TEAM COACH HS	3,227	3,259	3,292
CROSS COUNTRY ASST	B	1,936	1,956	1,975	SOCCER	B	4,839	4,887	4,936	MATH TEAM COACH 9th GRADE	2,420	2,444	2,469
CROSS COUNTRY	G	3,227	3,259	3,292	SOCCER ASST	B	2,904	2,933	2,962	NEWSPAPER ADVISOR	3,227	3,259	3,292
CROSS COUNTRY ASST	G	1,936	1,956	1,975	SOCCER	G	4,839	4,887	4,936	ORCHESTRA	4,839	4,887	4,936
FIELD HOCKEY	G	4,839	4,887	4,936	SOCCER ASST	G	2,904	2,933	2,962	PROJECT GRADUATION	3,227	3,259	3,292
FIELD HOCKEY ASST	G	2,904	2,933	2,962	SOFTBALL	G	4,839	4,887	4,936	SR CLASS ADVISOR	2,420	2,444	2,469
FOOTBALL	B	8,067	8,148	8,229	SOFTBALL ASST	G	2,904	2,933	2,962	INTERNATIONAL CLUB (PHS)	2,420	2,444	2,469
FOOTBALL ASST	B	4,840	4,888	4,937	SWIMMING	B	4,839	4,887	4,936	MOCK TRIAL (DHS)	2,420	2,444	2,469
GOLF		3,227	3,259	3,292	SWIMMING ASST	B	2,904	2,933	2,962	YEARBOOK ADVISOR	4,034	4,074	4,115
GOLF ASST		1,936	1,956	1,975	SWIMMING	G	4,839	4,887	4,936	LEADERSHIP MENTOR	3,227	3,259	3,292
ICE HOCKEY	B	4,839	4,887	4,936	SWIMMING ASST	G	2,904	2,933	2,962	LEADERSHIP COORDINATOR	2,420	2,444	2,469
ICE HOCKEY ASST	B	2,904	2,933	2,962	TENNIS	B	3,955	3,995	4,035	MUSIC DIRECTOR BAND	4,839	4,887	4,936
ICE HOCKEY	G	4,839	4,887	4,936	TENNIS	G	3,955	3,995	4,035	MUSIC DIRECTOR CHORAL	2,420	2,444	2,469
ICE HOCKEY ASST	G	2,904	2,933	2,962	TENNIS ASST		1,452	1,467	1,482	FLOAT	2,420	2,444	2,469
INDOOR TRACK	B	4,034	4,074	4,115	VOLLEYBALL		4,839	4,887	4,936				
INDOOR TRACK ASST	B	2,420	2,444	2,469	VOLLEYBALL ASST		2,904	2,933	2,962				
INDOOR TRACK	G	4,034	4,074	4,115	WRESTLING	B	4,839	4,887	4,936				
INDOOR TRACK ASST	G	2,420	2,444	2,469	WRESTLING ASST	B	2,904	2,933	2,962				

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

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MIDDLE SCHOOL DIFFERENTIAL RATES													
ATHLETIC							CO-CURRICULAR						
DESCRIPTION	Boys/Girls'	2016-17	2017-18	2018-19	DESCRIPTION	Boys/Girls'	2016-17	2017-18	2018-19	DESCRIPTION	2016-17	2017-18	2018-19
ACTIVITIES DIRECTOR		8,500	9,500	10,500									
BASEBALL	B	2,661	2,688	2,715	INTRAMURALS	B	993	1,003	1,013	DRAMATICS	2661	2,688	2,715
BASKETBALL	B	3,992	4,031	4,072	INTRAMURALS	G	993	1,003	1,013	MATH TEAM COACH Middle	993	1,003	1,013
BASKETBALL	G	3,992	4,031	4,072	OUTDOOR TRACK	B	2,661	2,688	2,715	NEWSPAPER A DVISOR	2,420	2,444	2,469
BASKETBALL GRADE 6 COORDINATOR	B	992.83	1,003	1,013	OUTDOOR TRACK	G	2,661	2,688	2,715	OM BUILDING COORD	968	977	987
BASKETBALL GRADE 6 COORDINATOR	G	992.83	1,003	1,013	SOCCER	B	2,661	2,688	2,715	YEARBOOK A DVISOR	3,227	3,259	3,292
CHEERLEADING FALL	G	2,218	2,240	2,263	SOCCER	G	2,661	2,688	2,715	FLOAT	1,331	1,344	1,358
CHEERLEADING FALL ASST	G	1,331	1,344	1,358	SOFTBALL	G	2,661	2,688	2,715				
CHEERLEADING WINTER	G	2,661	2,688	2,715	SWIMMING	B	2,661	2,688	2,715				
CHEERLEADING WINTER ASST	G	1,597	1,613	1,629	SWIMMING ASST	B	1,597	1,613	1,629				
CROSS COUNTRY		1,775	1,792	1,810	SWIMMING	G	2,661	2,688	2,715				
CROSS COUNTRY ASST		1,065	1,075	1,086	SWIMMING ASST	G	1,597	1,613	1,629				
FIELD HOCKEY	G	2,661	2,688	2,715	TENNIS	B	1,331	1,344	1,358				
FOOTBALL	B	4,437	4,481	4,526	TENNIS	G	1,331	1,344	1,358				
INDOOR TRACK	B	2,218	2,240	2,263	WRESTLING	B	2,661	2,688	2,715				
INDOOR TRACK	G	2,218	2,240	2,263									
INDOOR TRACK ASST	B	1,331	1,344	1,358									
INDOOR TRACK ASST	G	1,331	1,344	1,358									

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

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ELEMENTARY AND MISCELLANEOUS DIFFERENTIAL RATES								
DESCRIPTION	2016-17	2017-18	2018-19	DESCRIPTION	2016-17	2017-18	2018-19	
ELEMENTARY COORD	993	1,003	1,013	READ CONS (Grandfathered)	2,639	2,666	2,692	
MATH TEAM CITY COORDINATOR	968	977	987					

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

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APPENDIX D: Teacher Leadership Schedule 2016-2019

TEACHER LEADER RATES							
DESCRIPTION	2016-17	2017-18	2018-19	DESCRIPTION	2016-17	2017-18	2018-19
CLUSTER COORDINATOR	8,475	8,560	8,646	DISTRICT MUSIC COORD	4,238	4,281	4,323
CLUSTER COORDINATOR PATHS	7,626	7,703	7,780	GOVERNANCE COMMITTEE	5,084	5,135	5,186
DIRECTOR OF GUIDANCE	7,626	7,703	7,780	THEATER MANAGER	4,238	4,281	4,323
BUILDING TECHNOLOGY COORD 1	1,343	1,356	1,370	MATH COORD ELEMENTARY LEVEL 2	2,542	2,568	2,594
BUILDING TECHNOLOGY COORD 2	1,941	1,961	1,980	MATH COORD ELEMENTARY LEVEL 3	3,390	3,424	3,458
BUILDING TECHNOLOGY COORD 3	2,540	2,566	2,591	MATH COORD ELEMENTARY LEVEL 4	4,238	4,281	4,323
BUILDING TECHNOLOGY COORD 4	3,139	3,170	3,202	MATH COORD MIDDLE SCHOOL	TBD	TBD	TBD
BUILDING TECHNOLOGY COORD 5	3,736	3,773	3,811	MENTOR LEVEL I	TBD	TBD	TBD
BUILDING TECHNOLOGY COORD 6	4,334	4,377	4,421	MENTOR LEVEL II	TBD	TBD	TBD
COORDINATOR of NURSES	3,390	3,424	3,458	MENTOR LEVEL III	TBD	TBD	TBD
COORDINATOR of SOCIAL WORKERS	3,390	3,424	3,458	MENTOR LEVEL IV	TBD	TBD	TBD
COORDINATOR of LIBRARIANS	2,542	2,568	2,594	NATIONAL BOARD TEACHER CERTIFICATION MENTOR	758	765	773

	2016-17	2017-18	2018-19
Level A	3,536	3,571	3,607
Level B	8,841	8,929	9,018
Level C	11,316	11,429	11,543

The above 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.

4 Review Article 12, paragraph K. for contract language on Teacher Leadership.
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APPENDIX E: Class Size

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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.

1. Educators shall be evaluated periodically by principals or persons designated by the Superintendent or designee.

The evaluation system will include professional goal setting, a collection of evidence and written feedback, and the assignment of a summative effectiveness rating.

The system of observations and review of evidence and feedback used in an evaluation cycle will involve communications between the evaluator and educator, be documented, and be evidence-based.

2. Summative effectiveness ratings of educators shall be determined at the end of the professional growth cycle and will be documented in writing. Ratings will be based on evidence gathered during the evaluation cycle. Whenever an educator receives an unsatisfactory rating, the educator will be placed on an improvement plan. Such improvement plan shall be in writing; be developed with input from the educator; set forth clear, measurable objectives and deadlines; and be focused on improvement in specific areas identified as needing improvement. More specific information can be found in the Performance Evaluation and Professional Growth System Guidebook.
3. Probationary educators are included in Portland Public School's induction program and will receive summative effectiveness ratings in each of their probationary years.
4. 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

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 submit a copy of my grade report 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 significant contribution 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 School year: _____ <input type="checkbox"/> Ineligible Reason: _____	
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.	
Authorized Signature: _____ Date: _____	
Amount Due: \$ _____ Pay Date _____ Processed by: _____	

APPENDIX I: Grievance Form

Portland Public Schools – Portland Education Association’s
GRIEVANCE FORM

LEVEL SUBMITTED:

Level I _____

Level II _____

Level III _____

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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 a personal or immediate family serious health condition as defined by the Family and Medical Leave Act 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 documentation of serious health condition, as defined by the Family and Medical Leave Act.
 - 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, up to a maximum period of ninety (90) working days per year.
- 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.
- 9. There is an affirmative duty for educators who may qualify for disability benefits under MainePers to apply for such benefits as soon as possible.

**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

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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 limited to no more than 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. The applicant may request a meeting with the Superintendent/designee before February 1 to discuss the sabbatical leave proposal process before submission of the sabbatical application. The Superintendent/designee will review the application for purposes of rubric scoring, then meet with applicant and provide a written decision with the reasons for approval or denial by March 1. Applications that the Superintendent/designee recommends for approval will be submitted to the Board by March 10. Action shall be taken by the Board no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested.
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.

1 **Sabbatical Review Process**

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3 **Timeline**

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5 Letter of Intent sent to Director of Human Resources by December 15.

6
7 Applications submitted to Director of Human Resources by February 1.

8
9 Application review including candidate meeting and written decision with reasons for approval or denial
10 completed by the Superintendent/designee by March 1.

11
12 Superintendent/designee’s recommendations forwarded to the School Board by March 10.

13
14 School Board action on approved applications by April 1.

15
16 Written notice of decision delivered to staff within 10 days of Board action.

17
18 **Application Review Process**

19
20 Superintendent/designee reads applications and scores based on rubric (up to 5 points in each of 5 areas).

21
22 A minimum score of 19 points is required to recommend the application for approval.

23
24 A score below Satisfactory in any category will result in a recommendation for denial of the application.

25
26 The reasons for approval or denial are shared with applicant at sabbatical review meeting between Feb 1
27 and March 1.
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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 opportuntites to share study / travel experience with additional staff	Proposal has identified opportuntites to share study / travel experience with additional staff	Proposal has identified opportuntites 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

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Sabbatical Leave Agreement

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 request, including transcripts. To this end, the Educator agrees that the Board and the Superintendent shall have access to 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.
7. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no promises, understandings, conditions, or obligations other than those stated herein. This Agreement may not be changed except by written agreement signed by the parties hereto.

APPENDIX M: Work Experience Questionnaire

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Name _____

PPS Assignment, School _____

Work Experience

Position: _____ **Degree Required** _____

Dates Employed (month/year to month/year): _____ **Full-time** ____ **Part-time** ____

Primary Responsibilities: _____

Describe the direct and substantial relationship of your work experience to your PPS assignment:

Educator Signature

Date Submitted to HR

HR Director

Date Reviewed

Determination: _____

APPENDIX N: Educator Log of Professional Activities

List of Professional Activities Identified by School Leadership Team

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Month: _____

Week of	Professional Activity	Summary (brief description)
September 5th	Met with my grade level team	Worked on new math curriculum recently adopted by District.