

**AGREEMENT**

between the

**PORTLAND BOARD OF EDUCATION OF THE**

**CITY OF PORTLAND**

and the

**PORTLAND EDUCATION ASSOCIATION**

**September 1, 2011 to August 31, 2014**

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## ARTICLE 1: RECOGNITION

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

## **ARTICLE 2: DEFINITIONS**

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

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

## **ARTICLE 3: MANAGEMENT RIGHTS**

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

## **ARTICLE 4: EDUCATOR RIGHTS**

### **Preamble**

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

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

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

- D. When there is a performance/employment issue that needs to be discussed with a educator, the following procedures will be followed:
  - 1. The Administrator will give the educator written notice that they need to meet unless the matter is of an urgent/emergency nature i.e., a criminal matter, an ethical issue, an allegation of misconduct involving a student or another employee, an allegation that the educator is under the influence of drugs or alcohol, a safety issue, etc.
  - 2. The notice will state the purpose of the meeting to the extent possible without revealing any sensitive and/or confidential information.
  - 3. The notice will inform the educator of his/her right to representation and will

- allow up to 48 hours for the educator to get representation.
4. At the outset of such meeting, the Administrator will provide the educator with a clear and detailed statement of the issues to be addressed with any supporting evidence available at the time of the meeting.
  5. It is understood that an educator may not always be able to immediately respond to the issue that were raised during the meeting. Follow-up meetings may be scheduled as appropriate to the particular circumstances.
  6. It is understood between the parties that nothing in Paragraph D precludes an administrator from meeting with an educator for the purpose of placing him/her on paid leave while a matter is investigated.

E. Dismissal and Non-renewal Procedure:

1. Dismissals

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

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

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

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

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

In the case of a suspension without pay pending dismissal of a continuing contract educator, the dismissal hearing shall be held no later than fourteen (14) days after the commencement of such suspension, except in instances when a reasonable extension is requested by the educator, the Superintendent or the Board, or when criminal proceedings pertaining to the matter giving rise to the suspensions are pending or imminent. If an educator is dismissed, she/he shall not be entitled to receive any



salary for time not actually worked. If the educator is not dismissed, she/he shall be entitled to receive her/his regular salary for the period of suspension, except as it may be reduced as a disciplinary measure relating to the charges.

2. Non-renewals

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

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

3. Hearing Procedures

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

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

4. Arbitration on Dismissals and Non-renewals

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

demonstrated similar actions or omissions.

F. Reduction in Force:

1. Seniority Determination

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

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

Adult Education

PATHS

Architectural Drafting  
Auto Collision  
Automotive Technology  
Bio-Technology  
Carpentry  
Commercial Arts  
Computer Technology  
Culinary Concepts  
Early Childhood Occupations  
Electricity/Alternate Energy  
Fashion Merchandising  
General Trades

Graphic Arts  
Health Occupations  
Horticulture  
Machine Technology  
Masonry  
PATHS Program Coordinator  
Plumbing  
Rec/Marine Repair  
Video Technology  
Vocational Arts Dance  
Vocational Arts Music  
Welding

GENERAL

Alternative Credit Option  
Art K-12  
Business 9-12  
Computer Educator  
Core Subjects 6-8  
ESOL

Librarian  
Literacy Coach  
Math 9-12  
Migrant Educator  
Music  
Physical Education

Elementary K-5  
English 9-12  
Gifted K-8  
Guidance  
Health 7-12  
Family and Consumer Science  
Family Living  
Languages K-12

Pre-School Educator  
Reading Educator  
Science 9-12  
School Nurse  
Social Studies 9-12  
Social Worker  
Teacher Strategist  
Technology Education 6-12

SPECIAL SERVICES

SP/Lang. Therapist  
Special Education  
Occupational Therapist

Physical Therapists  
Psychological Examiners

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

3. Procedure - Notice

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

4. Layoff

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

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

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

5. Recall

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

G. Academic Freedom:

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

H. Nothing contained herein shall be construed to deny or restrict any rights an educator may

have under the statutes of the State of Maine. Nor shall anything contained herein be construed to deny or restrict rights granted to the Board under the statutes of the State of Maine or the Charter of the City of Portland.

#### **ARTICLE 5: SAVINGS CLAUSE**

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

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

A. Association Release Time

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

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

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

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

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

#### **ARTICLE 7: STRIKES AND SANCTIONS**

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

#### **ARTICLE 8: FLEXIBLE BENEFITS PLAN**

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

A. BENEFIT DOLLARS

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

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

	<u>Choice Plus</u>	<u>Standard</u>
2. Two Person		
2011-2014	100% of Single Rate	Dollar Amount equal to Choice Plus Single Rate
3. Full Family		
2011-2014	100% of Adult With Child Rate	Dollar Amount Equal to Choice Plus Adult with Child Rate

4. Educators, other than those described in Subsection 5 below, who elect not to receive medical insurance, will not receive Benefit Dollars based on medical insurance. (They will, however, receive benefit dollars in an amount equal to the cost of single subscriber, Securian Dental Plan, whether or not they elect to receive dental insurance.)
5. In order to receive Benefit Dollars based on Two Person or Family status under the above, the employee must provide evidence to the Board that his/her spouse/domestic partner is not eligible to receive insurance through his/her employment and must notify the Board of any changes to the spouse's/domestic partner's eligibility. The form of such evidence shall be determined by the Board. Any allocation or payment of benefit dollars found to have been improperly made shall be deducted from the employee's pay according to a mutually agreed schedule that does not extend beyond the end of the contract year.

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

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



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

## B. BENEFIT OPTIONS

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

### 1. Health Insurance

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

### 2. Dental Insurance

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

### 3. Medical Reimbursement Accounts

Educators may elect to establish and make semi-monthly contributions to medical reimbursement accounts. Such semi-monthly contributions may be no less than \$10.83 (\$260 annually) and no more than \$250.00 (\$6,000 annually). Effective July 1, 2012 contributions may not exceed \$2,500 annually and \$104.17 per semi-monthly contribution. Contributions will be deducted from Benefit Dollars, to the extent available. Any contributions not made out of Benefit Dollars will be deducted from

the Educator's pay on a pre-tax basis. Medical reimbursement accounts will be managed by Maine School Management Association. Reimbursements from medical reimbursement accounts will be governed by the Internal Revenue Code and the Portland School Department Medical Care Reimbursement Plan.

4. Dependent Care Reimbursement Account

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

5. Taxable Income

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

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

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

**ARTICLE 9: CONFLICT RESOLUTION**

A. Conflict Resolution Process

1. The Portland Education Association and the Superintendent are committed to collaborative and constructive resolution to problems that may arise. Therefore, when a claim is made by an employee or group of employees that there is a dispute or disagreement as to the interpretation, meaning or application of any provision of this agreement and the employee(s) and the immediate supervisor(s) were not able to resolve the dispute or disagreement, the employee or the supervisor will request that the Conflict Resolution Process be invoked.

2. Within seven (7) days from when either the employee or the supervisor determine that a resolution has not been reached, either may submit in writing a Request for Conflict Resolution (Appendix H). This request will be made to the Superintendent or his/her designee, and Human Resources who will involve any other administrator as may be

appropriate. A meeting will be set up within seven (7) days of the receipt of the request. The meeting will include the employee, the employee's representative, the supervisor/administrator, the Superintendent or his/her designee. Every attempt will be made by both parties to resolve the dispute. If within ten (10) days of this meeting no resolution is reached, the Conflict Resolution is complete unless the parties agree to extend the timeframe for a specific amount of time.

## B. Grievance Procedure

### 1. DEFINITION

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

### 2. LEVEL ONE – SUPERINTENDENT

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

### 3. LEVEL TWO –Board

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

### 4. LEVEL THREE - ARBITRATION

- a. If such grievance is not resolved to the satisfaction of the Association as a result of the procedures set forth in Level II, the Association may request arbitration of the grievance within ten (10) days after the date of the written

decision of the Board. Within five (5) days after such request, the parties shall select an arbitrator but if they are unable to agree on a selection, the arbitrator shall be selected through the American Arbitration Association in accordance with the rules and procedures of the American Arbitration Association.

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

## 5. MISCELLANEOUS PROVISIONS

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

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

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

- A. Except as otherwise provided in Section B, the K-12 and adult educator work year shall consist of not more than one hundred eighty-seven days (187). The Guidance Counselor work year shall be one hundred ninety-three (197) days. In the 187 day and 197 day contract year, 4 of the non-student days will not be placed in the school calendar. Two of these days are used for parent conferencing outside the normal work day. Educators without scheduled conferences will work collaboratively with administrators to determine a mutually agreeable schedule for that time. Two of these days are allotted for 13 hours of educator directed summer work in a district building (see form in Appendix J). One (1) of the first two (2) workdays and the last workday for educators will be for educator preparation.
- B. Any educator required to work in addition to the regular work year set forth in Section A above and in excess of the educator work year shall be paid at a salary rate computed by dividing the individual's regular annual salary excluding differential payment, by 187 days divided by six and one-half (6.5) hours times the number of hours worked for employees covered by this contract.
- C. Educators shall be permitted to leave the building during any scheduled duty-free lunch period, provided that they first sign out with the school office. Educators shall have similar rights under the same conditions with respect to so-called planning periods but only in the event of emergency personal business or necessary school related business.
- D. The individual educator's classroom day will not be "staggered" (e.g. 8 a.m. to 12 a.m. and 3 p.m. to 5 p.m.) except when essential for curriculum scheduling.
- E. The start of the workday for educators for the school year will begin as follows:
  1. Elementary - 8:35 AM
  2. Middle School - 8:05 AM
  3. High School - 7:40 AM
  4. PATHS – 7:40 AM

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

- F. Whenever practicable, secondary school educators will have a lunch period free from supervisory responsibilities. Elementary school educators will have a one-half (1/2) hour duty free lunch period each day.
- G. The parties hereto recognize the need for sufficient student make-up assistance time in addition to the normal school day, and that it is the professional responsibility of the educator to provide such assistance. Accordingly, each educator shall:
  - 1. At the beginning of the school year, provide the principal with a written weekly schedule of the educator's availability, sufficient to inform parents and students of the dates and times of the educator's availability; and
  - 2. There after notify the principal in writing of any changes in that schedule.
- H. Conferences requested by parents will be scheduled at the professional discretion of the educator. If the educator does not fulfill this responsibility, such conferences shall be arranged by the principal.
- I. If a educator does not fulfill her/his responsibilities under the two immediate preceding paragraphs, such sessions will be arranged by the principal and the principal shall inform the educator of the time of such sessions.
- J. In the event the Board extends the length of the educators' total in-school workday at any school, the Board agrees to negotiate with the Association concerning the effect of such extension on the wages, hours, and working conditions of the educators at such school.
- K. Committee agrees that normally there shall be not more than one (1) faculty meeting of educators per month called or initiated by the principal for administrative purposes. The number of meetings called by principals for curriculum related purposes shall not be affected by the foregoing limitations.

#### **ARTICLE 11: NON-TEACHING DUTIES**

- A. During the term of this Agreement, educators shall not be required to perform the following duties:
  - 1. Student banking

2. Charitable solicitations from students
  3. Charitable solicitations from certificated personnel
  4. The collection of lunch money.
- B. During the term of this Agreement, whenever feasible in the judgment of the Board , after consideration of the availability of funds and of suitable replacement personnel, educators shall not be required to perform the following duties:
1. Cafeteria duty
  2. Bus loading and unloading
  3. Supervision of playgrounds, except at recess
  4. Duplicating and reproducing instructional material
  5. Non-teaching supervisory responsibilities
  6. Collecting money from students
  7. Clerical functions
  8. Custodial functions
- C. Notwithstanding the provisions of Section A, Subsection 2, and Section A, Subsection 3, educators may participate in solicitations for charitable drives consented to by both the Association and the Board as they relate to educators only.
- D. Activities which, in the judgment of the Board, have no educational objectives shall be barred from classrooms.

## **ARTICLE 12: SALARIES**

### PREAMBLE

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

- A. The salaries of all educators covered by this Agreement for the 2011-2012, 2012-13, and 2013-14 school years are set forth in Appendix A which is attached hereto and made a part hereof.
  
- B. In order to advance a step on the professional learning based salary scale, an educator must work at least one (1) day more than the one half (1/2) of the annual educator work year. Part-time educators' total work time must be equivalent to one half (1/2) of the full time educators' work year. All paid time away from the job, e.g. paid sick leave, personal leave, sabbatical leave, bereavement leave, shall be counted as workdays. All unpaid time away from the job, e.g. unpaid sick and personal leave days used in excess of those granted by the Collective Bargaining Agreement, shall not be counted as workdays. Payments in an unrelated job classification shall not be counted as workdays. For part-time educators, only those days worked within one school year will be counted in the calculation to determine step movement.
  
- C. Advancing one salary lane on the Professional Learning Based Salary Scale
  - 1. To advance one salary lane on the Professional Learning Based Salary Scale, educators must accumulate 225 approved salary contact hours defined as follows:
    - 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 Certification (225) and PPS and PEA designed and offered courses of study.
  
  - 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 and will refer them to the Chief Academic Officer 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 2 administrative appointments by the Superintendent, none of whom are members of the PLBSS Proposal Review Team and all of whom are members of the Living Contract Committee. The Proposal Appeal Panel will review proposals and approve or deny. The decision of the Proposal Appeal Panel will be final and is not subject to grievance or arbitration.
  - d. Lane changes may be made only on September 1<sup>st</sup> 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 1<sup>st</sup> and document all hours to be used toward the lane change by January 10<sup>th</sup>.
5. Agreements between the PPS and the PEA have been and will continue to be made regarding Salary Contact Hour proposals and Lane Changes (maximum number of hours for certain types of proposals, repeat proposals, activities not eligible because they are considered professional responsibility or paid work, etc).
- a. A list of these agreements is attached hereto in Appendix B and is also available in the office of the Chief Academic Officer.
  - b. Any changes to these agreements will be made by the Living Contract Committee.
  - c. Any professional learning activity for which an educator would like to make a SCH proposal, which activity begins on or before August 31, 2011, must be submitted as a proposal on the PLBSS by September 15, 2011 or it will not be eligible for SCH.
  - d. Because of the unique needs of the PPS student population, the district administration has an interest in directing some of the professional learning of educators. Therefore, any educator requesting to make a Lane Change on September 1, 2013 or thereafter must provide documentation of the successful completion of one 3 credit university/college course OR one PPS and PEA course designed by the District Professional Learning Committee (see Article 19) OR other PPS approved trainings in ONE of the following areas of need: English as a Second Language, poverty, adolescent literacy, early childhood education, or technology. The course must have been taken within FIVE years of the lane change date. This course will not be eligible for SCH unless it was proposed and submitted to the PLBSS according to the guidelines.
- D. Experience Credit for Teaching  
Educators entering employment of the Board for the first time and educators returning to the

employment of the Board shall receive full experience credit for full-time teaching experiences up to the maximum step of the Experience Based Salary Schedule before being placed on the appropriate salary level on the Professional Learning Based Salary Schedule.

E. Experience Credit for Outside Teaching Service

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

F. Non-teaching Work Experience

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

G. Newly hired educators

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

Salary Schedule.

- a. Each educator will first be placed on the Experience Based Salary Schedule for that contract year in accordance with the requirements in Paragraph B above. In order to advance on the experience scale of the salary schedule, a educator must work at least one (1) day more than one half (1/2) of the annual educator work year -- (part-time employees' total work time must be equivalent to one half (1/2) of the full-time educators' work year). All paid time away from the job, e.g. paid sick leave, personal leave, sabbatical leave, funeral leave, shall be counted as workdays. All unpaid time away from the job, e.g. unpaid personal and sick leave days used in excess of those granted by the Collective Bargaining Agreement, shall not be counted as work days. Payments in an unrelated job classification shall not be counted as workdays. For part-time employees, only those days worked within one school year will be counted in the calculation to determine step movement.
- b. Each educator will then be placed on the Professional Learning Salary Schedule on the lane and step with the salary identical/or next highest to the salary he/she would have made on the Experience Based Salary Schedule. If that salary lane would place an educator at step 6 or lower, that is the step and salary. If that placement is above step 6, the educator moves to the step with the next highest salary in the lane immediately to the right.
- c. Vocational Educator
  - i. The following requirements shall apply to those educators who are required to hold a valid Vocational Certificate.
  - ii. Educators of Vocational-Technical courses shall have a minimum of three years of occupational experience in the occupational area concerned.
  - iii. Vocational educators shall be placed on the Experience Based Scale for initial salary determination based on the following:
    - Vocational Certification - paid on the Bachelors scale
    - Bachelors Degree - paid on the Masters scale
    - Masters Degree - paid on the Masters Intermediate scale
- d. Placement on Masters Intermediate Scale for initial salary determination:
  - i. Placement on the Masters Intermediate scale shall be only through an approved planned program:
  - ii. Leading to a doctoral degree with a minimum of thirty (30) hours completed;

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

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

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

J. Differentials

1. Assignments:

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

2. Review

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

K. Educator Leadership Positions

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

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

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

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

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

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

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

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



such educator shall be required to engage in an unreasonable amount of inter-school travel.

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

#### **ARTICLE 14: JOB VACANCIES**

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

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

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

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

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

## **ARTICLE 16: EDUCATOR PERSONNEL RECORDS**

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



- B. Complaints made against an educator by parents, students, or others if used in the educator's evaluation, shall be reduced to writing, and promptly called to the attention of the educator. In the event further disciplinary action is taken, the source or sources of the complaints shall be identified.
- C. No new reports relating to teaching performance shall be placed in the educator's file after her/his severance from the school system. This shall not apply to letters of recommendation.
- D. It is understood that observations and evaluation reports are professional appraisals of a educator's professional performance by the evaluator and not subject to the grievance procedure unless such reports are used to discipline, dismiss or non-renew the educator's contract.
- E. A violation of any procedure set forth in this Article shall not extend the contract or employment of any probationary educator.

#### **ARTICLE 17: EDUCATOR FACILITIES**

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

#### **ARTICLE 18: LIAISON BETWEEN ASSOCIATION AND PRINCIPALS**

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

#### **ARTICLE 19: PROFESSIONAL COLLABORATION**

- A. Educator Voice. Educators and Administrators will work together in the spirit of

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

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

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

- B. Culture and Climate. Because the Board and the Association believe that a collaborative culture and climate in the district and in the schools create the conditions necessary to improve student learning, a PPS and PEA designed culture and climate survey will be distributed to educators once per year to inform this ongoing conversation. The results of the survey will be shared with educators in a timely manner in order to develop and implement district and building plans to improve collaboration at both levels. The issues in this section are understood by both parties to be matters of educational policy subject to change at the discretion of the Board and are not subject to the grievance procedure, but are subject to a meet and consult requirement.
- C. Professional Learning. The Board and the Association are committed to ongoing professional learning, which shall align with Maine's Common Core State Standards and the mission vision and beliefs of the Portland Public Schools. The Professional Learning Committee shall have a broad representation of educators to design professional learning offerings that will improve student learning and educator practice. The Committee will be composed of educator appointments by the President of the PEA and administrative appointments by the Superintendent. The Chief Academic Office and President of PEA, or their designees, will co-chair the committee.

#### **ARTICLE 20: SICK LEAVE**

- A. Under this contract, educators are granted fifteen (15) sick days per school year, at the end of the school year unused sick leave for that year will be added to the total number of accumulated sick leave to a maximum of one hundred eighty-seven (187) days. Educators shall be notified of the total number of unused sick leave days with their biweekly paycheck at the beginning of each school year.

- B. In the event a educator retires with ten (10) or more years service in the Portland School System, and is immediately eligible for retirement benefits pursuant to the Maine Public Employees Retirement System, the educator's accumulated, unused sick leave, up to a maximum of one hundred days (100), shall be paid to the educator at the per diem rate for each day of such sick leave provided that for each day's per diem the educator has at least two (2) days unused sick leave. Such payment shall not exceed fifty (50) days. No benefits shall be payable under this Section to a educator who retires after, or as a result of, episodes or incidents involving unprofessional or dishonorable conduct on her/his part, or at the time when dismissal charges against her/him are pending or indicated. The application of this clause is subject to the grievance and arbitration procedure.
- C. In the event that a educator, while employed by the Board, dies during the term of this agreement, a sum equal to that which would have been paid had the educator been eligible for retirement pursuant to Section B above, shall be paid to the educator's surviving spouse, if any, or to the beneficiary designated by the educator for Maine Public Employees Retirement System purposes or, if none, to the educator's estate.
- D. Any educator who is unable to work because of illness or injury and who has no accumulated sick leave shall lose per diem pay for each day of absence. Per diem pay for any educator covered by this Agreement shall be ascertained by dividing her/his annual salary by the work year as defined in Article 10, Section A.
- E. In the event an educator is absent for illness or injury and irrespective of whether such absence is charged to any accumulated sick leave, if the Superintendent suspects that the educator may not be physically or psychologically able to resume teaching duties, the Superintendent may require the educator to provide her/him with a physician's certificate verifying that the educator is capable of resuming employment.
- F. The Superintendent, may, if he/she believes that there may have been an abuse of sick leave, irrespective of whether accumulated sick leave days are involved, require an examination by a physician selected by the Superintendent for future illnesses.
1. In any instance where there is disagreement between the educator's own physician and the physician selected by the Superintendent in Section F, arrangements for a third medical opinion shall be made as soon as scheduling allows. The third opinion shall be given by a physician chosen by the educator from a list of five (5) physicians chosen by the Superintendent. The determination of the third opinion shall be binding on the parties with respect to the educator's eligibility for sick leave. The Board shall not require any educator to take a psychological or medical examination, unless based upon the educator's performance; there is sufficient cause to believe a psychological/medical problem exists. The educator shall be notified in writing of the sufficient cause which warrants a psychological/medical examination.
  2. In such cases, the educator shall select the physician in accordance with in with the above and the Board shall pay expenses for the examination and all other related

expenses.

3. The only reports to the Portland Public Schools from the physician will relate to whether the educator is fit for service relating to the specifically stated concern or whether the School Department must make accommodations for reasons of disability, work environment or working conditions.
  4. The examinations referred to in Subsections 1, 2 and 3 above shall to the extent not reimbursed by insurance be at the expense of the Board.
  5. Failure to provide a physician's certificate upon request covering sick leave days in question will result in the loss of per diem pay for those days.
- G. A reasonable effort will be made to obtain a substitute educator for an educator who is absent on account of illness, provided the educator to be absent gives sufficient advance notice to her/his principal. The use of regular educators as substitutes shall be avoided, except as a last resort in an unforeseen or unplanned circumstance.
- H. Substitutes shall be obtained for any elementary art, music, or physical education educator who is absent.
- I. An educator may use up to fifteen (15) days of accumulated sick leave per year to care for a member of the educator's immediate family whose illness requires the presence of the educator. Immediate family is defined to include parents, parents-in-law, husband, wife, domestic partner, child, brother, or sister, or any relative residing within the household. Step relationships are included in the definition of family.
- J. The Association and the Board believe in the importance of the health and wellness of educators. The Association and the Board agree to the following:
1. An educator from each grade level and a school nurse shall be appointed by the Association to serve on any district Health and Safety Committee. Educator members shall be compensated according to Article 12 – Section L, subsection 3 for all work performed and approved beyond the normal educator workday.
  2. The Health and Safety Committee shall assess the needs of the District regarding health risks of educators and recommend a wellness program to address those needs and promote positive health practices among educators.
  3. Up to four (4) educators shall be included in any team attending the Maine Department of Education's annual Wellness Conference.
- K. A Sick Bank is hereby established whereby a member of the Bargaining Unit faced with personal or immediate family illness or accident may borrow sick days not accumulated. The Sick Bank Program is to be administered by a committee equally represented by the Association and the Portland Public Schools. The fifteen (15) day limit in Section I of this

Article does not apply to Section K. See Appendix K for Sick Bank forms.

**ARTICLE 21: TEMPORARY LEAVE OF ABSENCE**

- A. Recognizing that personal or family matters may justify absence from school from time to time without the necessity for disclosure of the reason, each educator shall be entitled to use three (3) days of accumulated sick leave for personal leave at the educator's discretion. Provided, however, that
1. Such leaves are not intended to create paid vacation days.
  2. The matter requiring the leave cannot be handled outside of work time.
  3. It is agreed by the parties that pre-planned travel on days before or after a holiday or vacation clearly is not a legitimate use of a personal day, but that required changes in travel plans due to causes completely beyond the educator's control (such as cancellation of a return airplane flight, etc) will be considered a legitimate use of a personal day.
  4. In the event that a educator desires to use any personal leave on a day before or after a holiday or vacation, the educator shall provide the immediate supervisor with a written explanation of the reason requiring the request at least seven (7) days in advance of the day requested or, if this is not possible, as soon thereafter as is possible. Any educator denied leave under this article may request a review by the Superintendent.
  5. No application for the use of a personal leave day may be submitted more than thirty (30) calendar days in advance of the day required except in cases of emergency, in which case the educator shall, with the application, provide the office of the immediate supervisor with a written explanation of the emergency requiring the request. All requests for personal leave shall be responded to within seven (7) days after their receipt.
  6. Not more than four percent (4%) of the educators or one (1) educator in any one (1) building, whichever is greater, may elect personal leave under this section at the same time. This limitation does not include persons on sick or temporary leave under other sections of this article, and may be lifted in case of emergency or unusual circumstances at the discretion of the principal.
- B. Educators shall be granted time off with pay for the purpose of visiting other schools or attending meetings or conferences of an educational nature provided: (1) the Superintendent determines that the funds are readily available for the hiring of a substitute educator; and (2) the Superintendent determines that such visit or meeting or conference would be worthwhile for the particular educator; and (3) the educator granted such permission furnishes the Office of the Superintendent with a written report of such school visit, meeting or conference; and (4) under no circumstances shall the educator be entitled to receive more than her/his regular per diem pay; and (5) the educator shall be required to credit against her/his regular per diem pay

all sums received by her/him from other sources for attendance at or participation in such functions.

- C. In order to promote a healthy workforce and control substitute educator costs by reducing the number of sick days used, the following incentive program is established.
1. Educators who limit usage of sick days may convert personal leave days as defined in this Article, to discretionary leave days.
    - a. A discretionary leave day is identical to a personal leave day, but is not subject to Section A, Subsections 1, 2, 3, 4 and 5.
    - b. An educator who uses zero-two (0-2) sick days, defined as sick or family illness, in a school year may convert his/her three (3) personal days to discretionary leave during the following year.
    - c. An educator who uses three (3) sick day may convert two (2) of his/her three (3) personal days.
    - d. An educator who uses four (4) sick days may convert one (1) of his/her three (3) personal days.
- D. Bereavement. In case of the death of a husband, wife, domestic partner, or child of any educator, such educator shall be excused, without loss of pay, for an absence not to exceed ten (10) days either immediately following the death or at such other time during the course of that school year as may be necessary to handle estate related matters. In the case of the death of parents, grandparents, parents-in-law, grandchildren, brother, sister, or any relative residing in the household, such educator shall be excused without loss of pay for an absence not to exceed five (5) days. In the case of death of nieces, nephews, aunts, uncles, cousins, sisters-in-law or brothers-in-law, such educator shall be excused without loss of pay, for a period not to exceed three (3) days. Step relationships are included in the definition of family. Such a three (3) day leave shall apply in situations where a unique relationship exists between an employee and some other person over a period of time and which evinces a state of responsibility or closeness.
- In extenuating circumstances, at the discretion of the Superintendent, the days set forth above may be extended without loss of pay.
- E. Time off with pay shall be granted to any educator when necessary for appearance in any legal proceeding arising out of the educator's employment provided said proceeding does not involve unprofessional or dishonorable conduct of the educator, dismissal of the educator, or involve any breach of this Agreement by either the educator or the Association.
- F. The Board shall make up the difference in pay, if any, lost by any educator as a result of being called for jury duty.

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

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

- A. The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, and conferences, which an educator, after consultation with the Superintendent, is required to take or attend by the Superintendent by a notice in writing.
- B. A educator shall be compensated for all time spent in actual attendance at such required

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

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

D. Licensure Costs

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

- E. Any certified continuing contract educator who pursues Teacher National Board Certification will have the entire NBC fee paid in lieu of course reimbursement and will be paid to the extent the educator is otherwise eligible for course reimbursement. As requested, educators will be eligible for advance payment of this fee. If the educator drops the certification program after the NBC refund deadline, the educator will reimburse PPS for all costs it paid. In extenuating circumstances, reimbursement by the educator may be waived at the discretion of the Superintendent. The district will pay for any certification areas that have to be retaken in lieu of course reimbursement. The district has the right to require candidates to apply for available subsidies. Two paid professional leave days will be granted for the portfolio preparation that is required to complete the certification program. Educators who are granted NBC will be granted a lane change in accordance with Article 12. The district will pay the Take One program fee for any certified continuing contract educator in lieu of course reimbursement.

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

- A. The Association Building Representative shall report in writing to the Office of the appropriate Principal with a copy to the President of the PEA and the Director of Human Resources any working conditions in any school building considered unsafe or hazardous. The Principal or her/his designated representative will investigate said report and the Principal shall furnish within ten (10) days a written report to the PEA President, Association Representative, and the Office of Human Resources describing the results of the investigation, and of any action taken or proposed to correct the condition.
- B. The Portland Education Association and the Board are committed to the health and safety of all employees. Unsafe conditions and acts must be treated seriously and resolved with a sense



of urgency. In order to address broad issues of concern regarding health and safety, the Superintendent will meet and consult with the Association and other groups at his/her discretion as necessary, but at least annually, to review relevant policies and procedures regarding health, safety, vandalism, and student discipline. Educators shall immediately report on the safety report form to the appropriate Principal and the Principal shall immediately report to the supervising Central Office administrator any instances of threat, assault or injury suffered by the educator or caused by the educator in the course of his/her employment. Within twenty-four (24) hours the Principal will notify the educator of actions taken and planning for next steps. Educators will be notified of final resolution.

- C. If either civil or criminal litigation is indicated or threatened against any educator for actions arising out of and during the course of her/his employment, the educator shall immediately notify the Superintendent, who shall, if she/he believes the educator has acted in a proper professional manner, comply with any reasonable request from the educator for information in her/his possession which relates to the incident.
- D. Employees who are eligible for worker's compensation for service-connected injury may elect to take accumulated sick leave in addition to compensation to the extent that it provides full regular pay, and to the extent of the accumulated sick leave credit. Full regular pay means the employee's normal take-home pay after deduction of federal and state income tax withholding.
- E. When in the judgment of the Superintendent, a educator's prudent discharge of her/his responsibilities results in personal injury and disability as a result of an assault, no deduction shall be made from accumulated sick leave during the period of disability occurring within the first sixty (60) days following such assault, unless the educator, under extenuating circumstances, incurs periods of disability subsequent to the first 60 days. Under no circumstance shall the educator receive more than sixty (60) days. Payments payable to the educator under the Worker's Compensation Act shall be deducted from amounts payable to the educator hereunder.

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

- A. The Board agrees to deduct from educators' salary dues in specified amounts for local, state, and/or national professional associations when requested in writing by the educators. Said dues shall be remitted to the Portland Education Association at reasonable intervals, all subject to the following:
  - 1. No change in the specified rate of such dues deductions shall be made after August 30, of any school year.
  - 2. The total of such dues for the school year shall be deducted in equal amounts from twenty (20) paychecks of the educator, commencing with the first paycheck in November of any school year.
  - 3. No deductions need be made by the Board if they are at any time beyond the normal capacity of automatic data processing equipment of the Portland Public Schools to

handle in the same manner as other payroll deductions, and no more than 10 separate rates shall be used for dues deduction purposes.

4. Dues deductions shall continue automatically from year to year unless cancelled in writing by the educator during the first two (2) weeks in August preceding the school year in which the cancellation becomes effective.
  5. The Association shall indemnify and save the Board harmless against all claims and suits, which may arise by reason of making any such deductions, the cancellation of the same, and remitting the same to apparently authorized officials of the Maine Education Association. The Portland Education Association shall be accountable to the Maine Education Association for the allocation and payment of each educator's dues to the respective professional associations, as authorized on the respective dues deduction forms.
- B. Educators may, in writing, authorize such additional deductions for local United Fund Campaigns, Maineshare, and such other purposes as are approved by both the Board and the Association, again subject to the normal capacity of automatic data processing equipment of the Portland Public Schools to handle the same, and subject to such reasonable regulations as the Board and/or the Superintendent may prescribe. If practicable, and subject to the normal capacity of automatic data processing equipment of the Portland Public Schools to handle the same, and subject to such reasonable regulations as the Board and/or the Superintendent may prescribe, educators may, in writing, authorize additional deductions for tax-sheltered Annuities. The Superintendent will meet and consult with the Association regarding the schedule of tax sheltered annuity remittances.

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

- A. Leave of absence without pay for a maximum of two (2) years may be granted to any educator who joins the Peace Corps, VISTA, National Educators Corps or who serves as an exchange educator or overseas educator or who accepts and participates in a Fulbright Scholarship, or who serves as an elected officer of the National Education Association or the Maine Education Association. Leaves granted under this Section shall count as time in service up to a maximum of two (2) years for purposes of applications for sabbatical leave.
- B. A leave of absence without pay shall be granted to any educator for military service if said educator meets the criteria set forth in Article 12, Section E, Subsection 3, entitled Educator Employment and Experience Credits.
- C. All or any portion of a leave taken by an educator because of medical disability connected with or resulting from her pregnancy may, at the educator's option, be charged to her available sick leave. A leave of absence without pay shall be granted to a educator for the purpose of childbearing and/or childrearing as follows:
  1. An educator who is pregnant shall be entitled, upon request, to a leave to begin at any time during her pregnancy and to last up to one (1) year after a child is born. Should

that year's leave end in midsemester, the leave shall run until the end of that semester. Said educator shall notify the Superintendent in writing of her desire to take such leave, and if she plans to take childrearing leave after the birth of the child, shall notify her/him of the date she will return to work if she is able. Except in case of emergency, the educator shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. She shall include with such notice a physician's statement certifying her pregnancy. An educator who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to perform properly her required functions. Notwithstanding the above, the affected educator and his/her immediate supervisor may mutually agree to modify the above time requirements. Absent mutual agreement, the educator may appeal to the Superintendent for a waiver of the above time requirements. The decision of the Superintendent shall be final.

2. Any male educator upon request shall be entitled to a childrearing leave in accordance with the provisions of Section C, Subsection 1. Sick Leave provisions shall not apply.
  3. Any educator who is the primary caregiver may use up to twenty (20) days of accumulated sick leave for the purpose of adoption.
  4. Any educator adopting a child may receive similar leave as in Subsection 1 above which shall commence two (2) weeks prior to receiving de facto custody of said child.
  5. Educators shall be granted five (5) days leave to be deducted from sick leave upon the birth/adoption of a child to the educator's spouse, or the educator's partner to be used within the first month of the birth/adoption.
  6. An educator on childrearing leave may have the educator's name placed on a list to serve as a substitute in the Portland School System in the area of her/his certification or competence at the then prevailing rate of pay for substitute educators.
- D. A leave of absence without pay for a maximum period of one (1) year may, in the sole discretion of the Board, be granted a educator for the purpose of caring for a sick member of her/his immediate family, provided she/he gives the Board as much advance notice as practicable, but in no event less than thirty (30) days, except in cases of emergency involving critical illnesses. Insurance benefits will be continued for the educator at her/his own expense if she/he so requests and if she/he meets eligibility requirements.
- E. The Board shall grant any regularly employed certified educator a leave of absence without pay and without forfeiture of continuing contract status and other accumulated benefits to fulfill the duties of a State Legislator provided written notice of intent to become a candidate for the Legislature is given to the Superintendent at the time educator contracts are issued.
- F. All requests for leaves, extensions and renewals thereof shall be applied for in writing to the Office of the Superintendent and shall be answered in writing.

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

#### **ARTICLE 26: SABBATICAL LEAVE**

- A. Sabbatical leave may be granted to a educator for study related to her/his teaching field, or for travel, related to her/his teaching field, or for other reasons of value to the school system, all subject to the approval of the Board and all subject to the following conditions:
1. Sabbatical leave shall be granted to a maximum of two percent (2%) of educators at any one time.
  2. Notice of intent to apply for sabbatical leave must be received by the Office of the Superintendent in writing no later than December 15th of the school year preceding the year of such leave. The educator must make application no later than February 1 and shall also complete said school year. Action shall be taken by the Board on all such requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested. The appropriate Central Office Director shall meet with the sabbatical leave applicant prior to making recommendation to the Board for approval. The purpose of this meeting is to review the application prior to the submission of said application to the Board.
  3. Within ten (10) days from the Board's decision, written notification shall be sent to the applicant. Reasons shall be provided to the applicant in writing if the sabbatical leave request is denied.
  4. The educator requesting sabbatical leave has completed at least seven consecutive full-time school years of service in the Portland School System since her/his last prior sabbatical leave, if any.
  5. An educator on sabbatical leave for a full school year shall be paid by the Board at

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

6. Health and Dental Insurance will continue to be paid during the period of leave at the rate that would have been paid if the educator had remained actively employed by the Board.
7. Upon return from sabbatical leave, an educator shall be placed on the salary schedule at the level which she/he would have attained had she/he remained actively employed in the system during the period of her/his absence.
8. Before receiving sabbatical leave under the provision of this Article, the educator shall agree in writing with the Board that she/he will return to the Portland School System for a period of not less than two (2) years for a full time sabbatical and not less than one (1) year for a half time sabbatical, and also that, in the event of breach of such agreement, she/he will repay the Board all sums advanced for her/his Sabbatical leave, in proportion to the fulfillment of her/his two (2) year reemployment commitment.

#### **ARTICLE 27: LIVING CONTRACT COMMITTEE**

- A. The Portland Education Association and the Board are committed to on-going, meaningful communication; joint, open problem solving; and building trusting relationships in order to create and maintain a quality working environment and healthy employee relations. Therefore, the Association and the Board agree to establish a committee to provide for regular, on-going discussions and decision-making on matters germane to improved union-management relations and more effective overall school district operation. The Living Contract Committee shall be co-chaired by the Superintendent and the President of the Association.
- B. This Board shall be authorized to discuss any issue of mutual interest or concern and to reach tentative agreements on issues in a timely manner without delaying action until the expiration and renegotiation of the collective bargaining Agreement. This Committee shall also have the power to amend this agreement, provided that any substantive amendments shall be subject to internal ratification and approval procedures of the Association and Board
- C. The Association and the Superintendent shall each identify at least three (3) representatives and no more than six (6) representatives as committee members who shall serve for the duration of the contract. The Association members shall be appointed by the Association President and the management members shall be appointed by the Superintendent. Appointments shall be made by September 15. Substitute educators will be provided for Association members if necessary to attend Committee meetings.
- D. The overall charge to this committee shall include, but is not limited to, the following:

1. To administer and implement the contractual Agreement;
  2. To resolve disputes or problems in the interpretation and application of the Agreement as they arise;
  3. To meet at least monthly, at times and locations mutually agreed upon, according to a schedule determined and published by this Committee. Either the Superintendent or the Association President may call a special meeting of this committee to deal with a specific issue on the basis of urgent need; and
  4. To establish a process for decision-making and communication.
- E. This Committee shall have the following powers and duties:
1. To establish temporary sub-committees to address particular issues which shall report with recommendation in writing to this committee by specific deadlines; and to establish the membership and operating procedures of such subcommittees;
  2. To revise the provisions of this Agreement in order to clarify language and meaning, correct contradictions or inconsistencies, remove outdated language, and organize and streamline this Agreement; and to appoint one PEA member to attend and provide input at the Board of Education's Policy Subcommittee meetings, which member shall report to the Living Contract Committee.
- F. Any new or substantially modified policy proposals will be brought to the attention of the Living Contract Committee by the Superintendent for review prior to submission to the Board to provide the Living Contract Committee an opportunity to make comments to the Superintendent.
- G. Nothing herein shall be deemed:
1. To preclude the Superintendent from consulting informally with the Association or the Board of Education;
  2. To impair the authority of the Superintendent.

**ARTICLE 28: MISCELLANEOUS PROVISIONS**

- D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, it shall be given as follows:
1. If by Association, to the Board in care of the Office of the Superintendent, 196 Allen Avenue, Portland, Maine 04103.
  2. If by the Board, to the Association in care of the President of the Association at the

time at the PEA Office, 29 Christopher Toppi Drive, South Portland, Maine.

- B. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all educators now employed, hereafter employed, or considered for employment by the Board.

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

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

#### **ARTICLE 30: TERM OF AGREEMENT**

This agreement shall govern the rights of the parties from September 1, 2011 through August 31, 2014.

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

**ARTICLE 30: TERM OF AGREEMENT**

This agreement shall govern the rights of the parties from September 1, 2011 through August 31, 2014.

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

Dated: April 12, 2011

The Board of Education of the City of Portland  
by: Kathleen M. Snyder  
Its Chair

Dated: April 12, 2011

The Portland Education Association  
by: Ratelle M. Mason  
Its President



Appendix A-1  
PEA Salary Schedule 2011-13  
Schedule 187 Day

YEAR	BASE	HOURLY
11-13	32,066	26.96

2011-2012 = no steps  
2012-2013 = step increases

Schedule 187 Day Experienced Based Salary Schedule (To be used for initial placement on the Professional Learning Based Scale only)								
STEP	B		M		MI		D	
1	33,669	1	36,876	4	38,479	5	40,083	6
2	35,273	3	38,479	5	40,083	6	41,686	1
3	36,876	4	40,083	6	41,686	1	43,289	2
4	38,479	5	41,686	1	43,289	2	44,892	4
5	39,762	6	43,289	2	44,892	4	46,496	5
6	41,044	1	44,572	3	46,175	5	47,778	6
7	42,327	2	45,854	4	47,458	6	49,061	1
8	43,610	3	47,137	5	48,740	1	50,344	1
9	44,892	4	48,420	6	50,023	1	51,626	2
10	46,175	5	49,702	1	51,306	2	52,909	3
11	47,458	6	50,985	2	52,588	3	54,192	4
12	48,740	1	52,268	3	53,871	4	55,474	5
13	50,023	1	53,550	4	55,154	5	56,757	6
14	51,306	2	54,833	5	56,436	6	58,039	1
15	52,428	3	55,955	6	57,558	1	59,162	1
16	53,550	4	57,077	6	58,681	1	60,284	2
17	54,673	5	58,200	1	59,803	2	61,406	3
18	54,673	5	59,322	2	60,925	3	62,529	4
19	54,673	5	59,322	2	62,048	4	63,651	5
20	54,673	5	59,322	2	62,048	4	63,651	5
21	55,635	5	60,284	2	63,010	4	64,613	6
22	55,635	5	60,284	2	63,010	4	64,613	6
23	55,635	5	60,284	2	63,010	4	64,613	6
24	55,635	5	60,284	2	63,010	4	64,613	6
25	55,635	5	60,284	2	63,010	4	64,613	6
26	56,436	6	61,086	3	63,811	5	65,415	6
27	56,436	6	61,086	3	63,811	5	65,415	6
28	56,436	6	61,086	3	63,811	5	65,415	6
29	56,436	6	61,086	3	63,811	5	65,415	6
30	56,436	6	61,086	3	63,811	5	65,415	6
31	57,398	1	62,048	4	64,773	6	66,377	1

Schedule 187 Day Professional Learning Based Salary Schedule					
STEP	I	II	III	IV	V
1	33,669	42,167	50,664	59,162	67,659
2	34,952	43,449	51,947	60,444	68,942
3	36,235	44,732	53,230	61,727	70,225
4	37,517	46,015	54,512	63,010	71,507
5	38,800	47,297	55,795	64,292	72,790
6	40,083	48,580	57,077	65,575	74,072
7	41,365	49,863	58,360	66,858	75,355
8	42,648	51,145	59,643	68,140	76,638
9	43,930	52,428	60,925	69,423	77,920
10	45,213	53,711	62,208	70,706	79,203

Appendix A-2  
PEA Salary Scale 2011-13  
Schedule 197 Day

YEAR	BASE	HOURLY
11-13	32,066	26.96

2011-2012 = no steps  
2012-2013 = step increases

Schedule 197 Day Experienced Based Salary Schedule (To be used for initial placement on the Professional Learning Based Scale only)								
STEP	B		M		MI		D	
1	35,509	1	38,891	4	40,582	5	42,273	6
2	37,200	3	40,582	5	42,273	6	43,964	1
3	38,891	4	42,273	6	43,964	1	45,655	2
4	40,582	5	43,964	1	45,655	2	47,345	4
5	41,935	6	45,655	2	47,345	4	49,037	5
6	43,287	1	47,008	3	48,698	5	50,389	6
7	44,640	2	48,360	4	50,051	6	51,742	1
8	45,993	3	49,713	5	51,403	1	53,095	1
9	47,345	4	51,066	6	52,756	1	54,447	2
10	48,698	5	52,418	1	54,110	2	55,800	3
11	50,051	6	53,771	2	55,462	3	57,153	4
12	51,403	1	55,124	3	56,815	4	58,505	5
13	52,756	1	56,476	4	58,168	5	59,858	6
14	54,110	2	57,829	5	59,520	6	61,211	1
15	55,293	3	59,013	6	60,703	1	62,395	1
16	56,476	4	60,196	6	61,888	1	63,578	2
17	57,661	5	61,380	1	63,071	2	64,762	3
18	57,661	5	62,564	2	64,254	3	65,946	4
19	57,661	5	62,564	2	65,439	4	67,129	5
20	57,661	5	62,564	2	65,439	4	67,129	5
21	58,675	5	63,578	2	66,453	4	68,144	6
22	58,675	5	63,578	2	66,453	4	68,144	6
23	58,675	5	63,578	2	66,453	4	68,144	6
24	58,675	5	63,578	2	66,453	4	68,144	6
25	58,675	5	63,578	2	66,453	4	68,144	6
26	59,520	6	64,424	3	67,298	5	68,990	6
27	59,520	6	64,424	3	67,298	5	68,990	6
28	59,520	6	64,424	3	67,298	5	68,990	6
29	59,520	6	64,424	3	67,298	5	68,990	6
30	59,520	6	64,424	3	67,298	5	68,990	6
31	60,535	1	65,439	4	68,313	6	70,004	1

Schedule 197 Day Professional Learning Based Salary Schedule					
STEP	I	II	III	IV	V
1	35,509	44,471	53,433	62,395	71,356
2	36,862	45,823	54,786	63,747	72,709
3	38,215	47,176	56,139	65,100	74,062
4	39,567	48,529	57,491	66,453	75,414
5	40,920	49,882	58,844	67,805	76,768
6	42,273	51,235	60,196	69,158	78,120
7	43,625	52,588	61,549	70,511	79,473
8	44,978	53,940	62,902	71,863	80,826
9	46,331	55,293	64,254	73,217	82,178
10	47,684	56,646	65,607	74,570	83,531

Appendix A-3  
PEA Salary Schedule 2013-14  
Schedule 187 Day

YEAR	BASE	HOURLY
13-14	33,028	27.17

2013-2014 = 3% increase

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

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

Appendix A-4  
PEA Salary Scale 2013-14  
Schedule 197 Day

YEAR	BASE	HOURLY
13-14	33,028	27.17

2013-2014 = 3% increase

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

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

## Appendix B Professional Learning Based Salary System

### Professional Learning Activities and PLBSS Process

#### Significant Contribution vs. Professional Responsibility

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

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

- Classroom Action Research
- National Board Certification
- New Class Curriculum Developed and Implemented
- Conference/Workshop/Course Presenter
- Professional Learning Collaborations
- Professional Book Groups
- Curriculum Institutes
- Creating a website to promote student learning

#### PROCESS

##### Initial Placement on the PLBSS

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

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

##### Registering for Using the PLBSS Website

When you enter the Professional Learning Based Salary System (PLBSS) website at [www.plbss.org](http://www.plbss.org), the first screen that you reach is the “Login.” At this screen you can register for

access, which will create your SCH account and individual homepage in the salary system database. On the “Login” screen, you should see the link “Register for Access,” below the box that allows registered users to enter their Employee ID # and their password. Click on this “Register for Access” link, and it will take you to the next screen, which is “Registration.” It requests that you enter your last name and your Employee ID #. Remember that your Employee ID # is a six (6) digit number, even though your ID badge may show eight (8) digits. The number is the first six digits from the left. Once you enter your last name and your Employee ID #, click on the “Submit.”

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

### Proposal Submission Process

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

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

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

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

### Course Credit/CEU Proposal Form

The Course Credit/CEU form requires the educator to identify the university/college or other provider who is authorized to grant credits or nationally certified CEUs for this activity. If the

activity is a course, the course number must be provided. Use the drop down calendar feature to provide the start and finish dates for the activity. Also, the number of credits or CEUs offered must be provided. Please remember that CEUs are very specific units that are only able to be offered by nationally certified providers (most often colleges and universities or national professional organizations).

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

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

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

### District Offered Professional Learning Proposal Form

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

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

### All Other SCH Proposals Form

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

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

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

## Proposing and Documenting Significant Contributions to Student Learning and Teacher Practice

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

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

This proposal and documentation process are designed to demonstrate that the work recognized under the salary system aligns with the philosophy that strong, educator-directed professional development leads to 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 provide of that classroom use.

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

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

### **PAID WORK**

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

Attendance at workshops, classes or conferences that occur during the contract day:

SCH proposals will not be considered for attendance at these activities. SCH proposals will be considered when the educator makes a proposal which uses the knowledge/skills gained from these activities in the classroom and describes the documentation they will provide of that classroom use.

Hourly paid work: no SCH will be granted.

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

## **GROUP WORK**

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

## **MAXIMUM HOURS**

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

Mentoring: Student Teacher: 45 hours (full semester)

Student Nurse/Social Worker: 1 SCH for every 9 hours of placement.

A maximum of two mentoring activities will be granted SCH per lane change.

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

## **DEADLINES**

Lane Changes may be made only on September 1<sup>st</sup> 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 1<sup>st</sup> and document all hours to be used toward the lane change by January 10<sup>th</sup>.

## **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.

## Appendix C Differential Schedule

### HIGH SCHOOL DIFFERENTIAL RATES

ATHLETIC						CO-CURRICULAR	
DESCRIPTION	Boys/Girls	11-14 Base	DESCRIPTION	Boys/Girls	11-14 Base	DESCRIPTION	11-14 Base
BASEBALL	B	4,791	INTRAMURALS	B	983	ACADEMIC DECATHLON	2,396
BASEBALL ASST	B	2,875	INTRAMURALS	G	983	DEBATE	2,396
BASKETBALL	B	7,187	LACROSSE	B	4,791	DRAMATICS FALL/WINTER	4,791
BASKETBALL ASST	B	4,312	LACROSSE	G	4,791	DRAMATICS FALL/WINTER ASST	2,875
BASKETBALL	G	7,187	LACROSSE ASST	B	2,875	DRAMATICS SPRING	4,791
BASKETBALL ASST	G	4,312	LACROSSE ASST	G	2,875	DRAMATICS SPRING ASST	2,875
CHEERLEADING FALL	G	3,994	NORDIC SKI COACH DHS		3,195	FUTURE TEACHERS (DHS)	2,396
CHEERLEADING FALL ASST	G	2,396	OUTDOOR TRACK	B	4,791	FUTURE BUSINESS LEADERS (PHS)	2,396
CHEERLEADING WINTER	G	4,791	OUTDOOR TRACK ASST	B	2,875	JR CLASS ADVISOR	2,396
CHEERLEADING WINTER ASST	G	2,875	OUTDOOR TRACK	G	4,791	LITERARY MAGAZINE	2,396
CROSS COUNTRY	B	3,195	OUTDOOR TRACK ASST	G	2,875	MATH TEAM COACH HS	3,195
CROSS COUNTRY ASST	B	1,917	SOCCER	B	4,791	MATH TEAM COACH 9th GRADE	2,396
CROSS COUNTRY	G	3,195	SOCCER ASST	B	2,875	NEWSPAPER ADVISOR	3,195
CROSS COUNTRY ASST	G	1,917	SOCCER	G	4,791	PROJECT GRADUATION	2,396
FIELD HOCKEY	G	4,791	SOCCER ASST	G	2,875	SR CLASS ADVISOR	2,396
FIELD HOCKEY ASST	G	2,875	SOFTBALL	G	4,791	INTERNATIONAL CLUB (PHS)	2,396
FOOTBALL	B	7,987	SOFTBALL ASST	G	2,875	MOCK TRIAL (DHS)	2,396
FOOTBALL ASST	B	4,792	SWIMMING	B	4,791	YEARBOOK ADVISOR	3,994
GOLF		3,195	SWIMMING ASST	B	2,875	LEADERSHIP MENTOR	3,195
GOLF ASST		1,917	SWIMMING	G	4,791	LEADERSHIP COORDINATOR	2,396
ICE HOCKEY	B	4,791	SWIMMING ASST	G	2,875	MUSIC DIRECTOR BAND	4,791
ICE HOCKEY ASST	B	2,875	TENNIS	B	2,396	MUSIC DIRECTOR CHORAL	2,396
ICE HOCKEY	G	4,791	TENNIS	G	2,396	FLOAT	2,396
ICE HOCKEY ASST	G	2,875	TENNIS ASST		1,438		
INDOOR TRACK	B	3,994	WRESTLING	B	4,791		
INDOOR TRACK ASST	B	2,396	WRESTLING ASST	B	2,875		
INDOOR TRACK	G	3,994					
INDOOR TRACK ASST	G	2,396					

**MIDDLE SCHOOL DIFFERENTIAL RATES**

ATHLETIC						CO-CURRICULAR	
	Boys/Girls'	11-14 Base		Boys/Girls'	11-14 Base		11-14 Base
BASEBALL	B	2,635	INTRAMURALS	B	983	DRAMATICS	2,635
BASKETBALL	B	3,952	INTRAMURALS	G	983	MATH TEAM COACH Middle	983
BASKETBALL	G	3,952	OUTDOOR TRACK	B	2,635	NEWSPAPER ADVISOR	2,396
BASKETBALL GRADE 6 COORDINATOR	B	983	OUTDOOR TRACK	G	2,635	OM BUILDING COORD	958
BASKETBALL GRADE 6 COORDINATOR	G	983	SOCCER	B	2,635	YEARBOOK ADVISOR	3,195
CHEERLEADING FALL	G	2,196	SOCCER	G	2,635	FLOAT	1,318
CHEERLEADING FALL ASST	G	1,318	SOFTBALL	G	2,635		
CHEERLEADING WINTER	G	2,635	SWIMMING	B	2,635		
CHEERLEADING WINTER ASST	G	1,581	SWIMMING ASST	B	1,581		
CROSS COUNTRY		1,757	SWIMMING	G	2,635		
CROSS COUNTRY ASST		1,054	SWIMMING ASST	G	1,581		
FIELD HOCKEY	G	2,635	TENNIS	B	1,318		
FOOTBALL	B	4,393	TENNIS	G	1,318		
INDOOR TRACK	B	2,196	WRESTLING	B	2,635		
INDOOR TRACK	G	2,196					
INDOOR TRACK ASST	B	1,318					
INDOOR TRACK ASST	G	1,318					

**ELEMENTARY AND MISCELLANEOUS DIFFERENTIAL RATES**

	11-14 Base			11-14 Base
ELEMENTARY COORD	983		READ CONS (Grandfathered)	2,613
MATH TEAM CITY COORDINATOR	958			

## Appendix D Teacher Leadership Schedule

2011-14 TEACHER LEADER RATES					
	11-13 Base	13-14 Base		11-13 Base	13-14 Base
ACTIVITIES DIRECTOR	7,331	7,551	COORDINATOR of LIBRARIANS	2,444	2,517
CLUSTER COORDINATOR	8,147	8,391	DISTRICT MUSIC COORD	4,074	4,196
CLUSTER COORDINATOR PATHS	7,331	7,551	GOVERNANCE COMMITTEE	4,887	5,034
DIRECTOR OF GUIDANCE	7,331	7,551	THEATER MANAGER	4,074	4,196
BUILDING TECHNOLOGY COORD 1	1,291	1,330	MATH COORD ELEMENTARY LEVEL 2	2,444	2,517
BUILDING TECHNOLOGY COORD 2	1,866	1,922	MATH COORD ELEMENTARY LEVEL 3	3,259	3,357
BUILDING TECHNOLOGY COORD 3	2,442	2,515	MATH COORD ELEMENTARY LEVEL 4	4,074	4,196
BUILDING TECHNOLOGY COORD 4	3,017	3,108	MATH COORD MIDDLE SCHOOL	TBD	TBD
BUILDING TECHNOLOGY COORD 5	3,591	3,699	MENTOR LEVEL I	TBD	TBD
BUILDING TECHNOLOGY COORD 6	4,166	4,291	MENTOR LEVEL II	TBD	TBD
COORDINATOR of NURSES	3,259	3,357	MENTOR LEVEL III	TBD	TBD
COORDINATOR of SOCIAL WORKERS	3,259	3,357	MENTOR LEVEL IV	TBD	TBD

	Level A	Level B	Level C
2011-13	3,399	8,498	10,878
2013-14	3,501	8,753	11,204

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

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

Appendix E  
Class Size

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

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

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

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

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

## Appendix F Educator Evaluation

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

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

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

- iii. All observations shall be reduced to writing within ten (10) days and a copy given to the educator. The educator will sign the file copy indicating receipt thereof only. The educator may submit a written statement, which shall be attached to the file copy.
- iv. Annual reports of educators shall be in narrative and/or checklist form - that is, based upon classroom observations, specific events, episodes, or incidents whether favorable or unfavorable to the educators, occurring during the evaluation period. Whenever a educator is rated less than satisfactory on a checklist, a narrative shall be provided. Whenever practicable such reports shall include:
  1. Remarks regarding increased or decreased ability or performance of the educator during the period since the previous report.
  2. Specific suggestions as to measures, which the educator may take to improve her/his performance in areas where weaknesses have been indicated.
  3. The educator shall be given a copy of any annual report(s) prepared by her/his evaluator(s) at least one (1) day before any conference to discuss it. No such report shall be submitted to the Central Office or placed in the educator's file without prior conference with the educator. All items on checklist shall be completed or indicated as "unrated".
- v. There shall be at least three (3) observations and one (1) annual report each year for educators during the probationary period.
- vi. The issue of educator evaluation is understood by both parties to be a matter of educational policy, subject to change at the discretion of the Committee although subject to a meet and consult requirement. This Appendix does not constitute a contractual obligation on the part of the Committee and shall not be subject to the grievance procedure contained in this contract.



Appendix G  
Elementary Planning

- A. The Committee and the Association are committed to provide individual and common planning time for educators, and therefore:
1. As of September 1, 1994, a total of one hundred and fifty (150) minutes shall be provided for elementary educators for planning time - free of teaching responsibilities. Time that educators are relieved from their teaching responsibilities due to Art, Music, Physical Education or swimming instruction shall be in addition to the one hundred and fifty (150) minutes. One hundred and twenty (120) minutes per week of said planning time shall be attached to the educator's lunch period. Thirty (30) additional minutes per week of said planning time shall be mutually scheduled between the school's principal and the affected educator. In the event the planning time cannot be mutually scheduled, the issue shall be forwarded to the Director of Elementary/Secondary Education 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 Director of Elementary/Secondary Education and the President of the Portland Education Association no later than the end of the second week of school. Each elementary school will submit a proposal for providing 150 minutes of planning time, excluding art, music, physical education and swimming, in blocks of not less than one hour, and shall include the resources needed to implement it. These proposals shall be submitted to the Living Contract Committee for review and recommendation to the Superintendent. Alternatives when approved shall replace Subsection 1 above.
  3. During a two (2) week start up period, newly assigned planning time aides will shadow classroom 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 Director of Elementary Education's decision was arbitrary and capricious, such as a reduction in the minutes as provided above.

Appendix H  
PEA Conflict Resolution Request Form

DATE: \_\_\_\_\_

TO: Superintendent  
Human Resources

FROM: \_\_\_\_\_  
Name Title

RE: Request for Conflict Resolution

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

Description of unresolved conflict:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Received by Superintendent/Human Resources: \_\_\_\_\_

Decision:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Human Resources

This conflict is resolved to the satisfaction of both parties.

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Date

cc: PEA Grievance Chairperson

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

LEVEL SUBMITTED:

Level I \_\_\_\_\_  
Level II \_\_\_\_\_  
Level III \_\_\_\_\_

Grievant’s Name: \_\_\_\_\_

Work Location: \_\_\_\_\_

Job Title: \_\_\_\_\_

Description of Alleged Contract Violation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Provision(s) Violated (Be Specific): \_\_\_\_\_

Date of Occurrence of Alleged Violation: \_\_\_\_\_

Remedy Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant or Association Representative

\_\_\_\_\_  
Date

Date Received by Administration: \_\_\_\_\_

Decision: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Administrator

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature of President of PEA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Superintendent or his/her Designee

\_\_\_\_\_  
Date

Appendix J  
Educator Summer Work – 13 Hours Log

These hours must be worked outside of the school year (from end of June to end of August).

<u>Setting Up Your Room</u>  Date(s):  Hours:	Description:
<u>Curriculum Work (individual or with colleagues)</u>  Date(s):  Hours:	Description:
<u>Home Visits</u>  Date(s):  Hours:	Description:
<u>Case Management</u>  Date(s):  Hours:	Description:

Please return to your building administrator by September 10.

Educator: \_\_\_\_\_

Administrator: \_\_\_\_\_

Appendix K  
P.E.A. SICK BANK ENROLLMENT

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

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

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

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

---

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

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

Name (print) \_\_\_\_\_

Employee #: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Appendix L  
Sick Bank Application

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

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

Employees withdrawing days from the bank must return these days at a maximum of five (5) days of his/her sick leave on September 1<sup>st</sup> 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
- Family Illness

- Approved
- Not Approved

Comments: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Human Resource Department