

AGREEMENT

between the

PORTLAND BOARD OF EDUCATION OF THE

CITY OF PORTLAND

and the

PORTLAND EDUCATION ASSOCIATION

August 26, 2022 to August 31, 2025

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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.

1 B. ASSOCIATION

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

6 C. SUPERINTENDENT

7
8 The Superintendent of the Portland School System, a Director or any other person whom the
9 Superintendent specifically designates to act for her/him in any particular situation or class of situations.
10

11 D. PRINCIPAL

12
13 A Principal of an Elementary, Middle, or High School, including the Directors of the Breathe Program,
14 PATHS, and Adult Education.
15

16 E. ASSISTANT PRINCIPAL

17
18 An Assistant Principal of an Elementary, Middle, or High School including the Assistant Director of
19 PATHS.
20

21 F. EDUCATOR

22
23 A certified employee or Social Worker of the Portland School System represented in the bargaining
24 unit in Article 1, Section B defined and as described in Article 1, Section C.
25

26 G. DAYS

27
28 All days shall be considered educator work days unless otherwise specified.
29

30 H. BENEFIT ELIGIBILITY

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

38 **ARTICLE 3: MANAGEMENT RIGHTS**

39
40 Except as otherwise specifically provided in this Agreement, or otherwise specifically agreed to in writing
41 between the parties, the determination of educational policy, the operation and management of the schools and
42 the control, supervision and direction of the educators are vested exclusively in the Board.
43

44 **ARTICLE 4: EDUCATOR RIGHTS**

45 Preamble

46
47
48 Portland Public Schools and the Portland Education Association are committed to effective and clear
49 communication between administrators and educators in a safe and respectful work environment.
50 If, in the course of a meeting between an educator and an administrator, it becomes apparent that

1 there may be performance concerns with the educator, the meeting will be rescheduled and a formal
2 process as outlined in Section D below will be followed.

3
4 A. All educators employed by the Board shall have the right to become members of the Association or to
5 refrain from doing so. No educator shall be favored or discriminated against by either the Board or the
6 Association because of her/his membership or non-membership in the Association or for engaging in
7 Association activities not barred by this agreement or by law.

8
9 B. The Board and the Association agree that neither shall discriminate against any educator, whether or
10 not a member of the Association, on the basis of race, creed, color, national origin, age, sex, disability,
11 sexual orientation, gender identity, or marital status. A complaint as to such bias on the part of the
12 Board may be processed under the grievance procedure set forth in Article 9 or may be taken to the
13 Affirmative Action Officer under the Affirmative Action plan currently in force.

14
15 C. No educator shall be disciplined, reprimanded, or reduced in rank or compensation without just cause,
16 and no educator on continuing contract shall be dismissed, or deprived of any professional advantage
17 or have their contract non-renewed without just cause.

18
19 The Board may dismiss or non-renew an educator who, although possessed of the requisite certificate,
20 proves unfit to teach or whose services the Board deems unprofitable to the school system within the
21 meaning of 20-A M.R.S.A. §13202. Dismissals and non-renewals of continuing contract educators
22 shall be governed by the procedure set forth in Section E of this Article and the pertinent provisions of
23 Article 9. Disciplinary actions shall be subject to the Grievance Procedure as set forth in Article 9.

24
25 D. When there is a potential disciplinary issue that needs to be discussed with an educator, the following
26 procedures will be followed:

27
28 1. The Administrator will give the educator written notice that they need to meet unless the
29 matter is of an urgent/emergency nature i.e., a criminal matter, an ethical issue, an allegation
30 of misconduct involving a student or another employee, an allegation that the educator is
31 under the influence of drugs or alcohol, a safety issue, etc.

32 2. The notice will state the purpose of the meeting to the extent possible without revealing any
33 sensitive and/or confidential information.

34 3. The notice will inform the educator that this meeting is an investigatory interview and that
35 the educator may request union representation if the educator reasonably believes that the
36 meeting might result in disciplinary action and, unless mutually waived or extended, will
37 allow up to 48 hours for the educator to get representation. The administrator is responsible
38 for ensuring receipt of the written notice.

39 4. At the outset of such meeting, the Administrator will provide the educator with a clear and
40 detailed statement of the issues to be addressed with some supporting evidence.

41 5. It is understood that an educator may not always be able to immediately respond to the issues
42 that were raised during the meeting. Follow-up meetings may be scheduled as appropriate
43 to the particular circumstances.

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

1 matter is investigated.

2
3 7. The Board shall make available a glossary of disciplinary terms and progressive levels of
4 discipline.

5
6 8. Educators who have an anonymous report filed against them pursuant to policy ACAA-R
7 Student Discrimination and Harassment Complaint Procedures, will not be subject to Article
8 4D protocols unless and until the Superintendent/designee has made a determination that
9 further investigation is warranted. Upon such determination, the anonymous report will be
10 shared with the educator in a timely fashion and the educator will be given an opportunity
11 to respond.

12
13 E. Article 4D protocols shall not be required when a building administrator/supervisor meets with the
14 educator for purposes of providing constructive guidance and/or counseling and disciplinary action
15 is not reasonably contemplated.

16
17 F. DISMISSAL AND NON-RENEWAL PROCEDURE

18
19 1. Dismissals

20
21 If an educator on continuing contract is subject to possible dismissal by the Board, the
22 Superintendent shall notify the educator of the pending charges in writing. The Superintendent
23 may meet with the educator prior to any hearing on the dismissal to discuss the reasons for the
24 pending dismissal. The educator shall be entitled to have a representative of the Association
25 present during such a meeting.

26
27 Within five days of notice of a pending dismissal hearing, the educator shall notify the
28 Superintendent in writing whether she/he intends to elect the arbitration procedure under
29 Section E, Subsection 4, and Article 9 or other review of the Board's decision, should any
30 further review be sought. An election by the educator not to pursue arbitration shall be signed
31 by the educator and shall be binding upon the educator and the Association.

32
33 If arbitration is elected and if the Association subsequently decides not to proceed to
34 arbitration or withdraws from arbitration, the Board shall be held harmless from any claim
35 arising there from, unless legal fraud or collusion between the Board and Association is proved.

36
37 Any effort by the educator or the Association to invoke judicial or statutory review of
38 a dismissal decision at any time after arbitration has been invoked shall result in the
39 Association's bearing the full expense of said arbitration.

40
41 The dismissal of a probationary educator shall not be governed by this agreement, but
42 by the provisions of applicable law, and is not subject to grievance or arbitration.

43
44 In the case of a suspension without pay pending dismissal of a continuing contract
45 educator, the dismissal hearing shall be held no later than fourteen (14) days after the
46 commencement of such suspension, except in instances when a reasonable extension is
47 requested by the educator, the Superintendent or the Board, or when criminal proceedings
48 pertaining to the matter giving rise to the suspensions are pending or imminent. If an educator
49 is dismissed, she/he shall not be entitled to receive any salary for time not actually worked. If
50 the educator is not dismissed, she/he shall be entitled to receive her/his regular salary for the

1 period of suspension, except as it may be reduced as a disciplinary measure relating to the
2 charges.

3
4 2. Non-Renewals

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

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

24
25 3. Hearing Procedures

26
27 In any hearing before the Board on a dismissal or non-renewal the educator shall have
28 the right to be represented by a representative of the Association and/or by counsel.

29
30 The Board and the Association shall share equally the costs of any transcript of a hearing before
31 the Board, if the educator has elected to proceed to arbitration.

32
33 4. Arbitration on Dismissals and Non-Renewals

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

45
46 G. REDUCTION IN FORCE

47
48 1. Seniority Determination

49
50 Prior to December 15 of each school year, the Superintendent or his/her designee shall provide

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

13
14 2. Impact Areas

15
16 The following impact areas shall be used in #(1) above:

17
18 Adult Education

19
20 PATHS

21		
22	Auto Collision	Landscape & Garden Horticulture
23	Automotive Technology	Masonry
24	Biomedical & Health Sciences	Marine Systems
25	CTE Exploratory	Music
26	Careers in Education	PATHS Student Services Coordinator
27	Carpentry	Welding and Fabrication
28	Commercial and Advertising Arts	
29	Computer Technology	
30	Culinary Arts	
31	Cybersecurity	
32	Dance	
33	Food Service	
34	HVAC & Plumbing	

35
36 GENERAL

37	Alternative Credit Option	Librarian
38	Art K-12	Math 9-12
39	Computer Educator	Core Subjects 6-8
40	Music	ESOL
41	Physical Education	Elementary K-5
42	Pre-School Educator	English 9-12
43	Gifted K-8	Science 9-12
44	School Counselor	Social Studies 9-12
45	Health K-12	Social Worker/Mental Health Providers
46	World Languages K-12	Technology Education 6-12

47
48
49 SPECIAL SERVICES

50 SP/Lang. Therapist Physical Therapists

1 Special Education School Psychologist
2 Occupational Therapist School Nurse
3 Board Certified Behavioral Analyst (BCBA)
4

5 Educators who teach in more than one of these impact areas listed above will be listed in the
6 impact area in which they spend the most periods in the regular day. The Board has the right to
7 establish and add a new impact area for any new program, which does not fit into an existing
8 area (e.g. a new trade area or a new interdisciplinary area).
9

10 3. Procedure – Notice
11

- 12 a) If the Board is contemplating the elimination of any bargaining unit positions, it (or its
13 designee) will notify the Association. The Board (or its designee) will meet and consult
14 with the Association prior to a decision to eliminate any bargaining unit positions.
15
16 b) Not later than 10 days after the Board determines that a reduction in the bargaining unit
17 positions shall occur, it shall send to the Association a list of the affected impact areas
18 and the positions to be eliminated.
19
20 c) The Board shall also give the Association a similar 10 days' notice of the elimination of
21 both extra-curricular and stipend/differential positions. Before terminating a specific
22 educator under this Paragraph, representatives of the Association will be given an
23 opportunity to meet with the Superintendent or his representative to consult with and
24 make recommendations concerning individual terminations.
25

26 4. Layoff
27

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

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

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

7 5. Recall

8
9 Any continuing contract educator laid off shall retain the right to recall to the first available
10 position(s) within the educator's impact area at the time of layoff, prior to the employment of
11 outside candidates. Recall rights shall terminate at the end of 15 months after the educator goes
12 off the payroll, or ten days after the educator receives notice of an available position, whichever
13 occurs first. Recall shall be by registered letter to the educator's last known mailing address.
14 The educator shall respond to such notice by registered mail within 10 days of receipt. It shall
15 be the employee's responsibility to notify the Superintendent's Office by registered mail of
16 her/his current mailing address. Failure to respond in a timely fashion shall be considered
17 forfeiture of the offer. Recall shall be in the inverse order of layoff.
18

- 19 6. Any educator who is notified that they are to be laid off shall be granted up to two (2) days'
20 leave with pay, upon request to and approval by the Superintendent/designee, for the purpose
21 of seeking alternative employment.
22

23 H. ACADEMIC FREEDOM

24
25 Educators may discuss material on which a clear consensus of opinion does not exist, provided that
26 (1) the material is directly related to the curriculum content and (2) a conscientious effort is made to
27 present the many sides of an issue. Recognizing that events and controversial issues, particularly
28 ones related to social justice, occur and are impactful on students' lives, educators may need to
29 conduct guided conversations that encourage civic participation and foster global competency. The
30 district and Association will work collaboratively to coordinate resources with the goal of
31 providing age-appropriate resources and guidance for communications with students and families
32 with necessary efficiency to meet the moment.
33

- 34 I. Nothing contained herein shall be construed to deny or restrict any rights an educator may have under
35 the statutes of the State of Maine. Nor shall anything contained herein be construed to deny or restrict
36 rights granted to the Board under the statutes of the State of Maine or the Charter of the City of Portland.
37

38 **ARTICLE 5: SAVINGS CLAUSE**

39
40 If any provision of this Agreement or any application thereof to any educator or group of educators is found
41 contrary to law, then such provision or application will be valid and subsisting only to the extent permitted by
42 law, but all other provisions or applications will continue in full force and effect. The parties will meet not later
43 than ten (10) days after any such holding for the purpose of renegotiating the provision or provisions affected.
44

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

46
47 A. ASSOCIATION RELEASE TIME

- 48
49 1. The President of the Association shall be entitled to a full-time leave of absence for the duration
50 of the President's term without loss of benefits, salary step or scale. The President will be

1 assigned a home school.

- 2
- 3 2. The President of the Association shall be permitted access to school buildings to conduct
- 4 Association business.
- 5
- 6 3. The Association shall reimburse the Board for one-half (1/2) the cost of the President's salary.
- 7
- 8 4. The Association shall reimburse the Board for additional release time for Association
- 9 Leadership.
- 10
- 11 5. If legislation is enacted that impacts the current method of determining the employer's
- 12 retirement contribution paid by the Maine State Retirement System pertaining to an educator
- 13 who is on a leave of absence pursuant to this Section, then the Board agrees to reopen this
- 14 Section A to negotiate the impact of said legislative change.
- 15

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

- 17
- 18 1. The annual school department final budget and audit within a reasonable period of time after
- 19 their availability.
- 20
- 21 2. The agendas with supporting information and minutes of all official public Board meetings.
- 22
- 23 3. Any reports of the Superintendent or others to the Board, if such reports are officially released
- 24 to the public news media by either the Superintendent or the Board.
- 25

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

- 27
- 28 1. School census data, when available.
- 29
- 30 2. Any other readily available non-confidential data to assist the Association in the fulfillment of
- 31 its professional responsibilities.
- 32
- 33 3. The Board agrees to prepare and make available in each building an annual register of School
- 34 Department personnel. The Board will provide electronic copies to the Association. Educators
- 35 on an as-needed basis may request a copy from the Human Resources Department.
- 36
- 37 4. The Board agrees to furnish the Association with electronic copies of all Board policies and
- 38 administrative or accounting bulletins within a reasonable period of time after their availability.
- 39

40 D. Whenever any representative of the Association or any educator is scheduled by the Board, or approved

41 by the Superintendent, to participate during working hours in negotiations, grievance proceedings,

42 conferences, or meetings, she/he shall suffer no loss in pay.

43

44 E. Except as provided in Section D above, no educator shall engage in any Association activity during the

45 time she/he is assigned to teaching or any other duty provided that representatives of the Association,

46 the Maine Education Association and the National Education Association shall be permitted to confer

47 with educators on school property at all times, when this does not interfere with or interrupt normal

48 school operation and after informing the appropriate principal of her/his intention to confer.

49

50 F. The Association and its representatives shall have the right to use school buildings at all reasonable

1 hours for meetings. Upon reasonable advance notice of the time and place of such meetings, the
2 principal shall permit the holding of such meetings except in cases when previously scheduled for
3 another event. The Association shall reimburse the Board for any extra labor costs required for such
4 meetings.
5

6 G. The Association shall have the right to make reasonable use of school equipment, such as typewriters,
7 computers, duplicating equipment, calculating machines, and audio-visual equipment at reasonable
8 times and when such equipment is not otherwise in use. The Association shall reimburse the Board for
9 the reasonable cost of all materials and supplies incident to such use.
10

11 H. The Board shall permit the use of faculty lounge bulletin boards by the Association for the posting of
12 notices relating to Association business.
13

14 I. The Association will be involved in designing and implementing orientation programs for new
15 educators.
16

17 J. The Association may make recommendations for the school calendar each year. The Board or its
18 designee shall meet and consult with the Association for the purpose of providing meaningful input
19 from educators into the development of the subsequent year calendar.
20

21 K. If at any time during the term of this contract the Board shall contract or subcontract out any services
22 performed by the educators hereunder, the Board agrees that any educator whose duties may thereby
23 be reduced or terminated shall be considered for employment by such contractor or subcontractor
24 provided that such contractor or subcontractor agrees in such contract or subcontract to permit such
25 consideration. Upon the completion or termination of the contract or subcontract, the Board agrees that
26 any such educator who has been in the continuous employment of such contractor during the entire term
27 of such contract or subcontract shall be reinstated in a teaching position and, for the purpose of
28 determining seniority, recognized as having been continuously employed by the Board while she/he
29 was working for said contractor or subcontractor. Whenever contract conditions permit or should the
30 Board develop its own contract, the Association will have an opportunity to bid to provide services as
31 outlined under the conditions of said contract specifications.
32

33 L. The Association may use the inter-school mail and delivery system provided that the Association agrees
34 to hold the Board harmless pertaining to the Association's obligation to comply with the U.S. Postal
35 Service rules and regulations concerning such use. The Association may use the e-mail system to the
36 extent that it does not interfere with school business and consistent with the Board's policy and rules
37 on employee computer and internet uses (GCSA and GCSA-R).
38

39 **ARTICLE 7: STRIKES AND SANCTIONS**

40

41 During the term of this Agreement, the Association, its officers, agents and members will not cause, sponsor,
42 support, encourage or engage in any strikes, slow-downs, sanctions, professional alerts (so-called), or any other
43 activity that might interfere with the normal operation of schools by the Board, and will not cause, sponsor,
44 encourage or request the imposition by others of sanctions, professional alerts (so-called), or any other activities
45 that might interfere with the normal operation of schools by the Board. If sanctions, professional alerts, or any
46 other activities that might interfere with the normal operation of schools are imposed by other parties, the
47 Association will promptly and publicly request such other parties to cease such conduct immediately. There
48 shall be no lockouts for the duration of this Agreement.
49
50

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

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

10 A. **BENEFIT DOLLARS**
11

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

16 1. **Single Coverage**
17

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

21 2. **Adult with Child(ren), Two Person, and Full Family Coverage**
22

23 100% of the prior year's Choice Plus Adult with Child premium rate plus the cost of any
24 annual Adult with Child premium rate increase up to 3%.
25

26 3. Educators, other than those described in Subsection 6 below, who elect not to receive medical
27 insurance and can show proof of insurance elsewhere will not receive Benefit Dollars based on
28 medical insurance. Educators will, however, receive Benefit Dollars in an amount equal to the
29 cost of single subscriber Delta Dental Plan, which Benefit Dollars may be used toward dental
30 insurance, medical reimbursement accounts, or dependent care reimbursement accounts, or
31 received as taxable income. This cash-in-lieu benefit is not available to employees receiving
32 health insurance through Medicare or an ACA-sponsored health insurance plan.
33

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

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

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

- 1
2 5. Educators who were participating in the Board’s medical insurance program prior to September
3 1, 1993, and who subsequently elected under the flexible benefits plan to reduce coverage in
4 exchange for a payment equal to one-half (½) of the amount saved by the Board, will receive
5 Benefit Dollars equal to one-half (½) of the amount for which they otherwise would be eligible
6 under the Standard Plan, as set out above.
7
8 6. Benefit Dollars shall be prorated for part-time Educators. Educators whose workdays are
9 reduced involuntarily shall continue to receive Benefit Dollars at the full-time level.
10
11 7. In the event that the MEABT changes health insurance plans, Board contributions will be based
12 the insurance plan closest to the current Choice Plus plan (in terms of premium cost,
13 deductibles/co-insurance and benefit coverage.) The parties agree that they will share in the
14 increase/decrease in the premium costs resulting from the MEABT plan change equally but in
15 no event shall Board costs increase more than 5% in any one year during the contract term. The
16 current 3% cap on increases over prior year shall remain.
17

18 B. BENEFIT OPTIONS
19

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

28 1. Health Insurance
29

30 Educators may enroll in the MEA Benefits Trust Blue Cross/Blue Shield Standard Plan
31 or Choice Plus Plan. Premiums will be deducted from Benefit Dollars, to the extent available.
32 Any premiums not paid out of Benefit Dollars will be deducted from the Educator's pay on a
33 pre-tax basis, unless the Educator elects to have such amounts deducted on an after-tax basis.
34

35
36 2. Dental Insurance
37

38 Educators are eligible to receive dental insurance coverage. Educators may elect to
39 receive dependent coverage, single coverage or no coverage. Premiums will be deducted from
40 Benefit Dollars, to the extent available. Any premiums not paid out of Benefit Dollars will be
41 deducted from the Educator's pay on a pre-tax basis, unless the Educator elects to have such
42 amounts deducted on an after-tax basis.
43

44 3. Medical Reimbursement Accounts
45

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

1 be managed by Maine School Management Association. Reimbursements from medical
2 reimbursement accounts will be governed by the Internal Revenue Code and the Portland
3 School Department Medical Care Reimbursement Plan.

4
5 4. Dependent Care Reimbursement Account

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

15
16 5. Taxable Income

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

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

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

26
27 **ARTICLE 9: GRIEVANCE PROCEDURE**

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

33
34
35 B. INFORMAL LEVEL

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

41
42 C. FORMAL LEVEL

43
44 If the educator is unable to resolve the grievance informally, the educator may process a grievance as
45 follows:

46
47 Level One – Principal/Supervisor

48
49 The educator shall submit the details of such grievance to the appropriate Principal or Supervisor in
50 writing on the form attached hereto as Appendix I with a copy to Human Resources. Within ten (10)

1 working days thereafter, the appropriate administrator shall meet with the grievant and representatives
2 of the Association for the purpose of resolving the grievance. The appropriate administrator shall render
3 his/her decision in writing to grievant and the Association within ten (10) days after the meeting.
4

5 Level Two – Superintendent

- 6
7 1. If such grievance is not resolved to the satisfaction of the grievant as a result of the procedure
8 at the Principal/Supervisor Level, the grievant may present such grievance in writing to the
9 Superintendent within ten (10) days after receipt of the Principal/Supervisor’s decision.
10
- 11 2. In the case of a grievance of a general nature and not related to a particular educator or a
12 particular school, the grievance shall be presented by the Association directly in writing to the
13 Superintendent, without the necessity of processing the grievance pursuant to the procedures at
14 the lower level.
15
- 16 3. Within ten (10) days after the Superintendent receives the grievance, the Superintendent shall
17 meet with the grievant and the Association for the purpose of resolving such grievance. The
18 Superintendent shall render the decision in writing to grievant and Association within ten (10)
19 days after the meeting.
20

21 Level Three – Board

22
23 If such grievance is not resolved to the satisfaction of the grievant at the Superintendent level, the
24 grievant may present such grievance in writing to the Board within ten (10) days after receipt of
25 Superintendent’s decision. Within ten (10) days after the receipt of the grievance or at the next regularly
26 scheduled Board meeting, whichever is later, the Board shall meet with the grievant and representatives
27 of the Association for the purpose of resolving the grievance. The Board shall, within ten (10) days
28 after such meeting, render its decision in writing to the grievant with a copy to the Association.
29

30 Level Four – Arbitration

31
32 If such grievance is not resolved to the satisfaction of the Association at the Board level, the Association
33 may request arbitration of the grievance within ten (10) days after receipt of the written decision of the
34 Board. Within ten (10) days after such request, the Association and the Board shall select an arbitrator,
35 but if they are unable to agree on a selection, the Association shall file within ten (10) days a demand
36 for arbitration with the American Arbitration Association or any other mutually agreed upon arbitration
37 organization. The arbitrator shall be selected through the American Arbitration Association or
38 alternative arbitration organization in accordance with the rules and procedures of the applicable
39 arbitration organization. The arbitrator shall fix a time and a place at Portland, Maine for a hearing upon
40 reasonable notice to each party. After such hearing, the arbitrator shall promptly render a decision,
41 which shall be binding upon both parties subject to judicial review as permitted by law, but the arbitrator
42 shall have no power to render a decision which adds to, subtracts from, or modifies this agreement; the
43 decision shall be confined to the meaning of the contract provision which gave rise to the dispute. The
44 arbitration proceeding will be conducted in accordance with the rules and procedures of the American
45 Arbitration Association. The cost for the services of the arbitrator, including his/her per diem expenses,
46 if any, and his/her actual and necessary travel and subsistence expenses, and the costs of a hearing room
47 and transcript, if any, will be shared equally by the Board and the Association. All other costs will be
48 paid by the party incurring them. If either party requests a transcript for its own use, then that party
49 requesting the transcript shall pay the costs of same.
50

1 D. MISCELLANEOUS PROVISIONS

- 2
- 3 1. The time limits for processing of grievances may be extended by written agreement of the
- 4 parties.
- 5
- 6 2. A grievance must be commenced at Level One not later than Forty-Five (45) days after
- 7 whichever of the following first occurs:
- 8
- 9 a) Knowledge by the Association of the event giving rise to the grievance.
- 10
- 11 b) Effective September 1, 2015, knowledge by the educator concerned of the event giving
- 12 rise to the grievance.
- 13
- 14 3. In the event that a grievance is filed at such time that it cannot be processed through all the steps
- 15 in this grievance procedure by the end of the school work year and, if irreparable harm shall
- 16 result to a party in interest if it is left unresolved until the beginning of the following school
- 17 work year, then the parties shall make all reasonable efforts to reduce the time limits set forth
- 18 herein so that the grievance procedure may be exhausted prior to the end of the school work
- 19 year or as soon thereafter as practicable.
- 20
- 21 4. Without the consent of the Board and the Association, two or more grievances shall not be
- 22 submitted to the arbitrator at the same time.
- 23
- 24 5. The Superintendent, the Board, and the Association may designate representative(s) to act in
- 25 their place.
- 26
- 27 6. As herein used "days" shall mean educator workdays during the school year.
- 28
- 29 7. Grievance proceedings shall not be open to the public.
- 30

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

- 32
- 33 A. Except as otherwise provided in Section B, the K-12 and adult educator work year shall consist of
- 34 not more than one hundred eighty-three (183) days. The School Counselor work year shall be one
- 35 hundred ninety-three (193) days. Two of the non-student days will not be placed in the school calendar
- 36 and will be used for parent conferencing outside the normal work day. One (1) of the first four (4)
- 37 workdays and the last workday for educators will be for educator preparation.
- 38
- 39 B. Any educator required to work in addition to the regular work year set forth in Section A above and in
- 40 excess of the educator work year shall be paid at a salary rate computed by dividing the individual's
- 41 regular annual salary, excluding differential payment, by 183 days divided by seven and one-half (7.5)
- 42 hours times the number of hours worked for educators covered by this contract.
- 43
- 44 C. Educators shall be permitted to leave the building during any scheduled duty-free lunch period,
- 45 provided that they first sign out with the school office. Educators shall have similar rights under the
- 46 same conditions with respect to so-called planning periods but only in the event of emergency personal
- 47 business or necessary school related business.
- 48
- 49 D. The individual educator's classroom day will not be "staggered" (e.g. 8 a.m. to 12 p.m. and 3 p.m. to 5
- 50 p.m.) except when essential for curriculum scheduling.

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- E.
 1. Educators will report to school 15 minutes before the start of the student instructional day as stated on the District calendar and remain ten (10) minutes after the end of the instructional day. Time before and after the instructional day can be adjusted in five minute increments to serve the needs of individual schools but collectively total time shall remain 25 minutes and cannot be allocated entirely before or after the day. Administrators shall meet and consult with their leadership team to determine this schedule.
 2. Sixty minutes will be required every Wednesday to begin 10 minutes after the end of the student instructional day; on early release days, the 60 minutes will begin at the same time as if there had not been an early release. The 60 minutes will be used for district or school directed professional development, committee meetings, monthly faculty and department meetings, etc.
 3. The Board and the Association recognize that there is a collective responsibility for the success of the Schools and that the teaching profession carries with it many demands that cannot be met during the student instructional day, and thus, educators are expected to work for a period of time beyond the regularly scheduled student instructional day. These responsibilities could include, but are not limited to, collaboration with colleagues, student support, family engagement (e.g. communication, home visits), 504 and IEP meetings, self-directed professional learning etc. Because educators must ensure that their many obligations are met, they shall have the flexibility as professionals to allocate this time as appropriate to meet the needs of students, the school, and the district,
 4. Due to the necessity for collaboration in education, common times for individual school, department, or District-directed meetings are recognized as necessary for maintaining best practices in teaching and learning. As such, educators may be scheduled to attend up to two (2) meetings per month, not to exceed sixty (60) minutes each and not to be scheduled with fewer than seven (7) days' notice. Administrators who create this schedule will provide the opportunity for educators to request times based on childcare needs, coaching, and student activities they are supervising. These meetings will generally start 10 minutes after the student instructional day unless agreed otherwise.
- F. 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.
- G. The intent of this section is for educators to have a non-supervisory lunch period in the middle hours of the instructional day, as outlined below.
 1. Elementary school educators will have a one-half (½) hour duty free lunch period each day.
 2. Except in emergencies, secondary school educators will have a non-supervisory lunch period. It is understood that the established practice at Portland High, Deering High, and PATHS satisfies this provision. In order to implement this provision at Casco Bay High, King Middle, Lincoln Middle and Moore Middle schools, a non-supervisory lunch period is defined as follows:

- a. There is no expectation of supervision by the educator, and
- b. The educator has a minimum of 20 consecutive minutes, and
- c. The lunch period occurs during the middle 2.5 hours of the instructional day.
- d. An educator may be assigned lunch duty, provided they also have a non-supervisory lunch period as defined in (a, b, c) above.
- e. When scheduling constraints require, the lunch period may occur during an educator's planning period. Schedules shall be rotated at least annually to ensure that this does not occur more than one year at a time.

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 and the principal shall inform the educator of the time of such conferences.

I. 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.

J. Any educator who participates in a school-sponsored overnight with students and is not otherwise compensated will receive compensatory time off in the amount of one (1) work day for one (1) overnight, to be scheduled with the approval of their supervising administrator.

K. Non-classroom educators, such as nurses, therapists, counselors, social workers, school psychologists and coaches, shall have the flexibility in their professional discretion to reasonably schedule enough non-direct service time to meet their overall professional obligations.

L. Educators assigned to case management and/or evaluations for special education services such as special educators, ELL educators, therapists, school psychologists who are required to perform substantial compliance-related paperwork will receive two days of paid release time per year that may be taken in half-day increments and scheduled with the approval of their supervisor to complete these responsibilities.

ARTICLE 11: NON-EDUCATOR 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 money.
- 5. Custodial Functions

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: Bus loading and unloading.

- 1
2 C. Notwithstanding the provisions of Section A, Subsection 2, and Section A, Subsection 3, educators may
3 participate in solicitations for charitable drives consented to by both the Association and the Board as
4 they relate to educators only.
5
6 D. Activities which, in the judgment of the Board, have no educational objectives shall be barred from
7 classrooms.
8

9 **ARTICLE 12: SALARIES**

10 **Preamble**

11
12
13 The PPS and PEA believe it is important to maintain a professional learning system which leads to
14 improvement in student learning and educator practice. The Professional Learning Based Salary System
15 (PLBSS) recognizes professional learning which promotes significant contributions to student learning and
16 educator practice, and is equally accessible to all members of the bargaining unit. The PLBSS encourages
17 educators to remain career-long learners in order to increase student learning, to enhance and update
18 educator skills, and to have educators be visible models as learners to their students. Therefore, this system
19 encourages salary contact hour proposals which may use evidence of educators' updated skills and measures
20 of student performance for documentation of successful proposals.
21

- 22 A. The salaries of all educators covered by this Agreement are set forth in Appendix A which is
23 attached hereto and made a part hereof.
24
25 B. In order to advance a step on the professional learning-based salary scale, an educator must work at
26 least one (1) day more than the one half (1/2) of the annual educator work year. Part-time educators'
27 total work time must be equivalent to one half (1/2) of the fulltime educators' work year. All paid
28 time away from the job, e.g. paid sick leave, personal leave, sabbatical leave, bereavement leave,
29 shall be counted as workdays. All unpaid time away from the job, e.g. unpaid sick and personal
30 leave days used in excess of those granted by the Collective Bargaining Agreement, shall not be
31 counted as workdays. Payments in an unrelated job classification shall not be counted as workdays.
32 For part-time educators, only those days worked within one school year will be counted in the
33 calculation to determine step movement.
34

35 C. **ADVANCING ONE SALARY LANE ON THE PROFESSIONAL LEARNING BASED**
36 **SALARY SCALE**
37

- 38 1. To advance one salary lane on the Professional Learning Based Salary Scale, educators must
39 accumulate approved salary contact hours defined as follows:
40
41 a) Advancing from Lane 1 to Lane 2 requires 3 years and 180 SCH
42 Advancing from Lane 2 to Land 3 requires 3 years and 180 SCH
43 Advancing from Lane 3 to Lane 4 requires 4 years and 225 SCH
44 Advancing from Lane 4 to Lane 5 requires 4 years and 225 SCH
45
46 b) University /College credits (one credit equals 15 SCH).
47 Continuing Education Units (CEU) (one unit equals 10 SCH).
48 PPS and PEA designed and approved contact hours.
49 Individual proposed and approved contact hours.
50

- 1 c) Eligible university/college credits and CEUs are those that are related to student
2 learning and educator practice.
3
- 4 d) See Appendix B for examples of the types of learning projects that could be
5 considered for salary contact hours.
6
- 7 2. Educators may accrue salary contact hours from their date of hire forward, but are not
8 eligible to change lanes for a period of 3 years between Lanes 1 and 3 and three years must
9 pass before a lane change from Lane 2 to 3 and four years between Lanes 3 and 5. Once a
10 lane change has been made, a minimum of four years must pass before the next lane change
11 between Lanes 3 and 5.
12
- 13 3. The maximum number of salary contact hours granted for any one proposal is 60, except for
14 National Board Teacher Certification (225), PPS and PEA designed and offered courses of
15 study, and college courses.
16
- 17 4. The following process applies to submission of salary contact hour proposals:
18
- 19 a) Proposals to earn salary contact hours will be submitted to the Superintendent or
20 designee on the appropriate form.
21
- 22 b) The Superintendent or designee will refer the proposal to the PLBSS Proposal
23 Review Team. The Team will be composed of 3 educator appointments made by the
24 President of the Association and 2 administrative appointments made by the
25 Superintendent. The PLBSS Proposal Review Team will review proposals for rigor
26 and applicability to student learning and educator practice. PRT decisions require
27 consensus and will be referred to the Superintendent or designee for approval or
28 denial.
29
- 30 c) If a proposal is denied, the educator may revise the proposal and resubmit as a new
31 proposal or the educator may appeal the denial to the Proposal Appeal Panel. The
32 Panel will be composed of 3 educator appointments by the President of the
33 Association and 3 administrative appointments by the Superintendent, none of whom
34 are members of the PLBSS Proposal Review Team. The Proposal Appeal Panel will
35 review proposals and submit a recommendation for approval or denial to the
36 Superintendent or designee whose decision will be final and is not subject to
37 grievance or arbitration.
38
- 39 d) Lane changes may be made only on September 1st of each year. In order to change
40 lanes, the educator, in the year prior to the lane change, must submit proposals for
41 any salary contact hours to be used toward the lane change by October 1st and
42 document all hours to be used toward the lane change by January 10th. These
43 deadlines are established to align lane change determination with district budget
44 development.
45
- 46 5. Agreements between the PPS and the PEA have been and will continue to be made regarding
47 Salary Contact Hour proposals and Lane Changes (maximum number of hours for certain
48 types of proposals, repeat proposals, activities not eligible because they are considered
49 professional responsibility or paid work, etc.).
50

- 1 a) A list of these agreements is attached hereto in Appendix B and is also available in
2 the office of the Superintendent/designee.
3
4 b) Any changes to these agreements will be made by the Living Contract Committee.
5
6 c) Because of the unique needs of the PPS student population, the district administration
7 has an interest in directing some of the professional learning of educators. Therefore,
8 any educator requesting to make a Lane Change on September 1, 2013 or thereafter
9 must provide documentation of the successful completion of one 3 credit
10 university/college course OR one PPS and PEA course designed by the District
11 Professional Learning Committee (see Article 19) OR other PPS approved trainings
12 in ONE of the following areas of need: English as a Second Language, poverty,
13 adolescent literacy, early childhood education, special education, race/bias/equity,
14 technology, project-based learning, or trauma-informed approach. The course must
15 have been taken within FIVE years of the lane change date. This course will not be
16 eligible for SCH unless it was proposed and submitted to the PLBSS according to
17 the guidelines. This list of eligible courses may be revised through mutual
18 agreement.
19
20 d) The fee paid to educators for planning and instructing PPS/PEA 45 SCH courses will
21 be \$2,500 per course \$1,250 to each educator if co-teaching a course.
22

23 6. Effective the 2022-23 contract year, new educators coming into the District who have been
24 enrolled in a matriculated, advanced-degree program (Masters, Doctorate), for at least 6
25 months prior to hire, and have earned course credits towards professional certification from
26 a conditional certification, or National Board Certification Program in the 2 years preceding
27 employment with the District, shall elect to either:

- 28 a) Be credited with SCH credits for work completed towards an advanced
29 degree/certification,
30
31 b) Have their placement on the salary scale recalculated in accordance with
32 their new degree or NBTC status. Any resulting salary adjustment will take effect
33 at the start of the contract year following completion of their advanced
34 degree/certification. Confirmation of completion must be submitted to Human
35 Resources no later than May 31 in order to take effect at the start of the new
contract year.

36 To be eligible, advanced degree/professional certification must be in the field relevant to
37 educator's profession and/or otherwise comply with the PLBSS requirements contained
38 within this Agreement.
39

40 Educators will be required to provide the same advance notice as required for Lane
41 changes.
42

43 Options offered under this Article are available only for the first two years after the
44 employee's original date of hire into the unit. Course credits/SCH awarded for a new
45 placement on the salary scale cannot be used towards a future lane change.
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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. Effective the beginning of the 2016-17 school year, incoming educators shall receive a half-year experience credit for part-time teaching experience that is equal to or greater than half-time. Half years will be rounded to the next lowest whole year. In addition, educators holding current National Board Teacher Certification when hired will receive one additional year of experience credit. Effective the beginning of the 2019-20 school year, incoming educators shall receive one year of experience credit for every two years of full-time Educational Technician III experience. Human Resources may recognize equivalent paraprofessional experience for purposes of placement on the salary scale.

E. EXPERIENCE CREDIT FOR OUTSIDE TEACHING SERVICE

1. An 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 E, 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 E, 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

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. Effective the beginning of the 2016-2017 school year, for incoming educators, the Superintendent/designee may credit prior work experience for purposes of initial placement on the salary scale when such non-teaching work experience is directly and substantially related to the educator's initial assignment. Examples of when credit may be

1 appropriate include, but are not limited to, engineering experience for a STEM assignment, journalism
2 experience for an English Language Arts assignment, or relevant trade experience for a PATHS
3 assignment. The Board and Association recognize that the assessment of such work experience
4 requires a degree of judgment and, therefore, the Superintendent/designee's decision shall be final
5 unless arbitrary and capricious. Incoming educators shall be provided a work experience questionnaire
6 (see Appendix M) at the time of hire, which shall be returned to Human Resources. Any grievance
7 arising under this clause may only be filed by the incoming educator or by the Association on behalf
8 of the incoming educator and must be filed within 45 days after the educator becomes a public
9 employee within the meaning of Title 26, section 962(6).

10
11 G. NEWLY HIRED EDUCATORS

- 12
13 1. The parties agree to maintain an Experienced Based Salary Schedule to be used as the basis for
14 determining entry-level salaries.
15
16 2. A two-step process will be used to place educators on the Professional Learning Based Salary
17 Schedule.
18
19 a) Each educator will first be placed on the Experience Based Salary Schedule for that
20 contract year in accordance with the requirements in Paragraph B above. In order to
21 advance on the experience scale of the salary schedule, an educator must work at least
22 one (1) day more than one half (1/2) of the annual educator work year -- (part-time
23 employees' total work time must be equivalent to one half (1/2) of the full-time
24 educators' work year). All paid time away from the job, e.g. paid sick leave, personal
25 leave, sabbatical leave, funeral leave, shall be counted as workdays. All unpaid time
26 away from the job, e.g. unpaid personal and sick leave days used in excess of those
27 granted by the Collective Bargaining Agreement, shall not be counted as work days.
28 Payments in an unrelated job classification shall not be counted as workdays. For part-
29 time employees, only those days worked within one school year will be counted in the
30 calculation to determine step movement.
31
32 b) Each educator will then be placed on the Professional Learning Salary Schedule on the
33 lane and step with the salary identical/or next highest to the salary he/she would have
34 made on the Experience Based Salary Schedule. If that salary lane would place an
35 educator at step 6 or lower, that is the step and salary. If that placement is above step
36 6, the educator moves to the step with the next highest salary in the lane immediately
37 to the right.
38
39 c) Any educator formerly employed by Portland Public Schools as an educator who is
40 rehired will be placed on the same lane and step they were on when they left
41 employment if they resigned at or prior to the conclusion of the first semester, or on the
42 next step if they resigned after the conclusion of the first semester, provided that the
43 contract awarded a step increase for completing that year, unless placement according
44 to the two-step process described in (a) and (b) is higher.
45
46 d) Vocational Educator
47
48 (i) The following requirements shall apply to those educators who are required to
49 hold a valid Vocational Certificate.
50

- (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
 - Bachelor’s Degree – paid on the Masters scale
 - Master’s Degree – paid on the Masters Intermediate scale

e) Placement on Master’s Intermediate Scale for Initial Salary Determination

- (i) Placement on the Master’s 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 Master’s degree which is in another discipline or which provides another area of certification;
- (v) Thirty (30) credit hours of coursework directly related to the educator’s teaching practice and aligned with district priorities.

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

I. DIRECT DEPOSIT

All educators must enroll in direct deposit.

J. DIFFERENTIALS

1. Assignments

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 an 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

1 successive year (and for successive years thereafter) will be arbitrable, and will stand unless the
2 non-reappointment is arbitrary and/or capricious. It is further agreed that an educator will not
3 be removed from a differential position during the one (1) year term of appointment or
4 reappointment. Every effort will be made to provide notification of his/her appointment by the
5 Superintendent at least thirty (30) calendar days but in no event not less than ten (10) calendar
6 days prior to the commencement of the activity. The provisions of this Section apply only to
7 differential holders otherwise covered by this agreement.
8

9 2. Review

10 Differential positions listed in Appendix C shall be reviewed on an as-needed basis by the
11 Differential Review Committee as described below. All Elementary Float positions will be
12 defined annually by the date the differentials are posted. The purpose of the Differential Review
13 Committee is to evaluate any change during the term of this Agreement to an existing
14 differential that substantially changes the position or to recommend the differential amount for
15 a newly created differential. Any individual seeking to initiate a review of an existing
16 differential that has been substantially changed during the term of this Agreement shall propose
17 an adjustment to the differential to the Differential Review Committee. The Committee shall
18 meet on a periodic basis to evaluate such proposals. Members of the Differential Review
19 Committee shall include: Superintendent or designee, Association President or designee,
20 Appropriate Building Principal/designee, and Athletic Director/designee. The
21 recommendations of the Committee shall be made to the Board for consideration.
22

- 23
- 24 1. If a differential position is not filled for a given year, the building administrator may, with
25 approval of the Superintendent, use the dollar amount assigned to that differential to pay a
26 coach/advisor for an activity not listed in Appendix C for that term. When an academic
27 activity/differential is not filled, preference will be given to another academic activity.
28
 - 29 2. If there are insufficient numbers of students to constitute a team/activity, the building
30 administrator may, with approval of the Superintendent/designee, recommend that a coach of
31 a related sport/activity be allowed to coach both groups and be compensated at 100% for the
32 first sport/activity and 50% for the second sport/activity.
33

34 K. EDUCATOR LEADERSHIP POSITIONS

35
36 As we continually strive to do our work differently for the complex teaching and learning needs of the
37 twenty first century, there is a compelling need for educator leadership to support and enhance this
38 work.
39

40 As a District, much work has gone into the notion of the shift in our culture with an eye towards building
41 and sustaining professional learning communities where structures are in place for all staff to
42 continually examine their practice. Educator leaders can be (and are) at the core of this work.
43

44 This provision outlines the process for establishing leadership stipends by the administration and shall
45 include both District-wide and building-level work.
46

47 I. 2022-23 – Transition Year

48
49 The 2022-23 school year shall be designated as a transition year to allow for the implementation
50 of preliminary leadership teams at the elementary and middle schools and provide time to

1 appropriately assess Category A stipends at the high schools, PATHS and District Level.

2
3 Each elementary and middle school shall have a functioning Leadership Team as described in
4 Section II below, with the following modifications for the 2022-23 transition year:

5
6 Each school will be allocated bundles of \$1,500 at a ratio of one (1) leadership team members
7 per ten (10) bargaining unit members per school, with a minimum of three educators. This ratio
8 and minimums will not apply to the Island schools because of their small size and/or Reiche
9 because of its unique leadership structure.

10
11 During the 2022-23 school year, a committee made up of Association and Board/administration
12 representatives shall review current Category A stipends to make recommendations to the
13 Superintendent/designee for appropriate integration into the Leadership process described in
14 Section II below, as well as the suggested length of such an assignment. The review of the
15 Category A stipends does not guarantee that these leadership activities will be continued and/or,
16 if converted, may be modified and/or discontinued as may be appropriate.

17
18 II. 2023-24 – Full Implementation of Leadership Structure

- 19
20 1. District-level leadership stipends shall be subject to consultation with the PEA President,
21 with final approval by the Superintendent/designee. District-level leadership stipends
22 associated with specific positions may be multi-year.
- 23
24 2. Building-level leadership stipends shall be subject to consultation with the School
25 Leadership Team and the building PEA representative(s), with final approval of the
26 Superintendent/designee. Except as provided below, building-level positions shall be one-
27 year appointments. In order to ensure educator input in the establishment of building level
28 leadership stipends, at least 50% of a building's leadership team must be made up of
29 educators.
- 30
31 3. It is the goal of the parties that each school must employ a functioning School Leadership
32 Team whose focus is to advance the principles of teaching and learning by supporting
33 educators in meeting district and building based goals and working to maintain and
34 promote a cycle of continuous improvement in each learning environment.
- 35
36 4. The parties believe it is optimal that each school will have a Leadership Team with a
37 minimum number of educators of at least five members. Due to their small staffing size,
38 this minimum numbers does not apply to the Island schools.
- 39
40 5. The district shall provide bundles in the amount of \$1,500 each to each school in an
41 amount proportional to the staffing ratio of one (1) bundle per eight (8) educators in that
42 school.
- 43
44 6. At least 50% of each school's Leadership Team should be made up of educators covered
45 by the collective bargaining unit covered in this Agreement. A minimum of fifty (50) %
46 of each school's Leadership Team must be elected by the faculty to serve.
- 47
48 7. Composing a building Leadership Team with diverse representation in terms of grade
49 levels, educator roles, and personal identities, must be a priority and guided by
50 recommendations included but not limited to the 2021 Educators of Color Insights Report

1 (e.g. Appendix C) and district protocols around diverse hiring practices.

- 2
- 3 8. In an effort to ensure multiple educators have access to serving on the school Leadership
- 4 Team, the position will be a two-year assignment, with the opportunity to re-apply. No
- 5 more than 50% of educators on the team will roll-off each year in order to ensure
- 6 consistency and momentum.
- 7
- 8 9. Leadership Stipends shall be in \$1,500 increments and may be bundled depending upon the
- 9 scope of work anticipated. Variables may include additional time and/or additional
- 10 responsibilities.
- 11
- 12 10. Documentation for consideration and approval of a Leadership Stipend shall include the
- 13 following:
- 14
- 15 a) Role title
- 16 b) Role description (expectations)
- 17 c) Stipend amount (in \$1,500 increments)
- 18 d) Stipend justification (explain why X units)
- 19
- 20 11. The parties recognize that there may be some leadership positions, such as mentors and
- 21 BSC positions, that warrant annual compensation at less than the \$1,500 stipend role. The
- 22 Superintendent/designee and the Association will consult to develop a list of these
- 23 positions.
- 24
- 25 12. The funding for Leadership Stipends is contingent on local conditions and therefore may
- 26 be discontinued and/or modified by the Board for program or financial reasons. If the Board
- 27 cannot fund Leadership Stipends as prescribed herein, it shall notify the PEA.
- 28

29 L. SPECIAL SUMMER AND VACATION WAGE RATES

30

31 1. Normal Teaching Duties

32

33 Whenever Bargaining Unit Members perform normal Bargaining Unit duties beyond the

34 normal work year, and with the approval of the Superintendent, they shall be paid in accordance

35 with Article 10.

36

37 2. Workshops, Etc.

38

39 Whenever Bargaining Unit Members are required to participate in activities such as summer

40 and/or weekend workshops, or the activities listed in Article 22, they shall be paid in accordance

41 with Articles 10 and 22. Educators may choose to receive salary contact hours in lieu of pay.

42

43 3. Miscellaneous Activities

44

45 Whenever Bargaining Unit Members are invited but not required to participate in activities not

46 covered by either 1 or 2 above, or by the Collective Bargaining Agreement, they shall be paid

47 an hourly rate of \$40.00 per hour. This hourly rate shall also apply to those teachers

48 volunteering for the Summer School Program.

49

50 4. During the summers, the Board may employ educators for the purpose of assisting with

1 educator, substitute and/or planning aide hiring procedures, curriculum development, and
2 school improvement/decision making activities. These positions shall be posted pursuant to
3 Article 14.

4
5 M. SPECIAL PROJECTS

6
7 Educators asked to work on approved special projects that are beyond their normal work responsibilities
8 during the work year shall be compensated at \$40 per hour. Principals/Administrators shall notify the
9 PEA when an educator is assigned to such a project.

10
11 N. CLASSROOM MOVING

12
13 Except in emergencies, educators who are required to move their classroom and do not receive 48
14 hours' advance notice prior to the last teacher day of the year shall receive up to 6 hours compensation
15 at an hourly rate of \$40.00 per hour for packing and unpacking.

16
17 **ARTICLE 13: EDUCATOR ASSIGNMENTS AND TRAVEL EXPENSE**

18
19 A. Every effort will be made to notify educators by June 1 of their building assignments for the next school
20 year and every effort will be made to notify educators of their schedules not later than six (6) weeks
21 before school reopens.

22
23 B. In order to assure that pupils are taught by educators working within their areas of competence,
24 educators shall not be required to teach outside the scope of their teaching certificates and/or their major
25 or minor fields of study unless exceptions to the foregoing are determined vital or necessary to the
26 school system.

27
28 C. Schedules of educators who are assigned to more than one school shall be arranged so that no such
29 educator shall be required to engage in an unreasonable amount of inter-school travel.

30
31 D. Educators who are authorized and required by the Office of the Superintendent to travel shall be
32 reimbursed for all necessary travel in their personal automobiles at the IRS rate effective as of July 1st
33 immediately preceding the school year in question.

34
35 E. In addition to the travel reimbursement set forth in Section D above, in the event an educator is required
36 to transport students in his or her personal automobile and an increase in the educator's personal
37 automobile insurance premiums results, the Board will reimburse the educator up to two hundred dollars
38 (\$200.00) per year for said coverage.

39
40 **ARTICLE 14: JOB VACANCIES**

41
42 A. The Board agrees that notices of vacancies shall be posted on the district's website at least ten (10)
43 calendar days before the application deadline, except in July and August when vacancies shall be posted
44 at least five (5) calendar days before the application deadline.

45
46 B. Within fifteen (15) days after filling the vacancy, the Superintendent shall give written notice thereof to
47 all educators who shall have made written application for said position. Within five (5) days after receipt
48 of such notice, an educator who was not selected to fill said vacancy may request a conference with the
49 Hiring Administrator to discuss with her/him the reasons for her/his decision. Such conferences shall
50 be scheduled as soon as practicable.

1
2 C. In the filling of vacancies as set forth above, any educator presently employed by the Board, who applies
3 for a position and meets the stated qualifications for the position, shall be scheduled for an interview. If
4 the foregoing procedures have been followed, the Superintendent's decision as to who shall fill a
5 vacancy shall be final.

6
7 D. The Board agrees to give notice of acting positions as follows:

- 8
9 1. Summer Appointments: Any educator who wishes to be notified of an acting position vacancy
10 that may occur during the summer shall notify the Superintendent in writing prior to June 1 of
11 each year, indicating the position of interest and the educator's summer address. Each such
12 educator shall receive a written notice of any indicated acting position vacancy, postmarked at
13 least ten (10) calendar days before the date of appointment for vacancies occurring prior to July
14 1, and five (5) calendar days for vacancies occurring after July 1.
15
16 2. School Year Appointments: Only acting position vacancies that (1) occur during the first
17 semester of the school year and (2) are expected to extend for at least the balance of the school
18 year shall be posted in each school. Such postings shall be for at least five (5) calendar days
19 prior to the date of appointment.
20
21 3. Any educator intending to resign must provide to the Director of Human Resources at least
22 thirty (30) calendar days' advance written notice of his/her resignation. Notice may be waived
23 by the Superintendent/designee when appropriate.
24

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

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

29
30 In light of the Association's and the Board's intent to work together to advance student achievement and
31 promote a collaborative organizational structure, it is recognized that when it may be necessary to reallocate
32 personnel due to program changes or building openings/closures, the Association and Board will work
33 together under the provisions of Article 28, The Living Contract Committee. Any educator interested in
34 being considered for a transfer may notify the district of that interest.
35

- 36 A. Prior to the notice of a reassignment not requested by an educator which is outside the educator's impact
37 area and/or to another school, the immediate supervisor and the appropriate Central Office administrator
38 shall meet with the educator to discuss the possibility of an involuntary reassignment. The educator may
39 at his/her discretion have an Association representative present at any such meeting. The notice of a
40 reassignment not requested by the educator shall be forwarded to the educator as soon as practicable
41 (normally, except in cases of extreme emergency at least thirty (30) days before the date of such
42 reassignment) by the Superintendent and/or the immediate supervisor under whom the educator was
43 assigned prior to the new assignment. The reasons for reassignment will be put in writing and will
44 specify the reasons for selection of the affected educator. The President of the Association will also
45 receive a copy of the reasons for reassignment.
46
47 B. Within ten (10) days after receipt of such notification, the educator may request in writing a meeting
48 with the Superintendent to discuss reasons for the new assignment. A representative of the Association
49 shall attend such meeting. Such meeting shall be held within ten (10) days of receipt of the written
50 request.

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- 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.
- E. The issue of educator assignments 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. The Association reserves the right to bargain the impact of any change. This Article 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.

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.
- 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 provide a reasonable supply of books, paper, pencils, pens, chalk, markers and other such materials typically used in instruction.
- C. Remote Work

- 1 1. When the Board assigns educators to work remotely, the District will provide appropriate
- 2 materials and equipment as may be required to facilitate such work.
- 3 2. If available, educators shall be allowed to work in their school building on remote work days.
- 4 3. The administration shall endeavor to provide at least 24 hours' advance notice of the need to
- 5 shift to remote learning.
- 6 4. Educators shall not be penalized with the use of contractually provided leave time when
- 7 inclement weather or other unforeseen circumstance disrupts internet service and prevents the
- 8 educator from teaching remotely.
- 9

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

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

21 22 **ARTICLE 19: PROFESSIONAL COLLABORATION**

23 24 A. **EDUCATOR VOICE**

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

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

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

44 45 B. **CULTURE AND CLIMATE**

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

1 in order to develop and implement district and building plans to improve collaboration at both levels.
2 The issues in this Section are understood by both parties to be matters of educational policy subject
3 to change at the discretion of the Board and are not subject to the grievance procedure, but are
4 subject to a meet and consult requirement.
5
6

7 C. PROFESSIONAL LEARNING
8

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

17 **ARTICLE 20: SICK LEAVE**
18

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

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

1 educators and recommend a wellness program to address those needs and promote positive
2 health practices among educators.

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

6
7 K. A Sick Bank is hereby established whereby a member of the Bargaining Unit faced with a personal or
8 immediate family serious health condition, as defined by the Family and Medical Leave Act, may
9 borrow sick days not accumulated. The Sick Bank Program is to be administered by a committee
10 equally represented by the Association and the Portland Public Schools. A majority vote shall be
11 required for any days to be granted. The fifteen (15) day limit in Section I of this Article does not apply
12 to Section K. See Appendices J and K for Sick Bank forms.

13
14 There is an affirmative duty for educators who may qualify for disability benefits under MainePERS
15 to apply for such benefits as soon as possible.

16
17 **ARTICLE 21: TEMPORARY LEAVE OF ABSENCE**

18
19 A. Recognizing that personal or family matters may justify absence from school from time to time without
20 the necessity for disclosure of the reason, each educator shall be entitled to use three (3) days of
21 accumulated sick leave for personal leave at the educator's discretion. Provided, however, that

- 22
23 1. Such leaves are not intended to create paid vacation days or be used for recreation-like or
24 money-making purposes.
25
26 2. The matter requiring the leave cannot be handled outside of work time, and the leave is primarily
27 for matters involving important legal, business, household, or family matters.
28
29 3. It is agreed by the parties that pre-planned travel on days before or after a holiday or vacation
30 clearly is not a legitimate use of a personal day, but that required changes in travel plans due to
31 causes completely beyond the educator's control (such as cancellation of a return airplane flight,
32 etc.) will be considered a legitimate use of a personal day.
33
34 4. In the event that an educator desires to use any personal leave on a day before or after a holiday
35 or vacation, or during the months of May or June, the educator shall provide the immediate
36 supervisor with a written explanation of the reason requiring the request at least seven (7) days
37 in advance of the day requested or, if this is not possible, as soon thereafter as is possible. Any
38 educator denied leave under this article may request a review by the Superintendent.
39
40 5. Absent an emergency, application shall be made seven (7) calendar days prior to the day
41 requested.
42
43 6. No application for the use of a personal leave day may be submitted more than thirty (30)
44 calendar days in advance of the day required except in cases of emergency, in which case the
45 educator shall, with the application, provide the office of the immediate supervisor with a
46 written explanation of the emergency requiring the request. All requests for personal leave shall
47 be responded to within seven (7) days after their receipt.
48
49 7. Not more than four percent (4%) of the educators or one (1) educator in any one (1) building,
50 whichever is greater, may elect personal/discretionary personal day leave under this Section at

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

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

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

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

- 21 1. A discretionary leave day is identical to a personal leave day but is not subject to Section A,
22 Subsections 1, 2, 3, 4, and 6.
- 23 2. An educator who uses zero (0) sick days, defined as sick or family illness, in a school year may
24 convert his/her three (3) personal days to discretionary leave during the following year.
- 25 3. An educator who uses one (1) sick day may convert two (2) of his/her three (3) personal days.
26
- 27 4. An educator who uses two (2) sick days may convert one (1) of his/her three (3) personal days.
28

29 D. BEREAVEMENT
30

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

42 In extenuating circumstances, at the discretion of the Superintendent, the days set forth above may be
43 extended without loss of pay.
44

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

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

M. GRADUATION LEAVE

Any educator who graduates or whose spouse, son, daughter or sibling 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.

Specialists in special services may attend specialized seminars, workshops, and conferences in lieu of course reimbursement upon approval by their supervising administrator, whose decision shall be

1 final.

2
3 B. An educator shall be compensated for all time spent in actual attendance at such required college
4 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
5 session at her/his pro-rated per diem rate of pay.
6

7 C. Any certified continuing contract educator who successfully, with a grade of B or better, completes,
8 within any one (1) year period, up to one (1) course to a maximum of four (4) credit hours of additional
9 professional work in courses expressly approved in advance by the Superintendent, be reimbursed for
10 the cost of tuition and fees up to, but no more than, the University of Southern Maine graduate tuition
11 rate for such a course (see Appendix H for Course Approval Form). Upon reaching lane 5, a member's
12 course reimbursement eligibility becomes two (2) courses, for a maximum of eight (8) credits or
13 equivalent within any one (1) year period following the above criteria. Payment will be made directly
14 to the educator upon written agreement with the educator and presentation of the bill for the course.
15 Exceptions to this Article can be made at the discretion of the Superintendent. Any certified
16 probationary educator may be reimbursed for one three credit course in one of the areas of identified
17 district need set forth in Article 12(C)(5)(d) according to the above requirements.
18

19 D. LICENSURE COST
20

21 The Portland Public Schools will pay the costs of continuing education units and any licenses required
22 by the Board, which exceed the licenses required by Maine State Law.
23

24 E. The Board and the Association recognize the value of attaining National Board Teacher Certification
25 in increasing student achievement. Therefore, any certified continuing contract educator who pursues
26 National Board Teacher Certification will have the entire NBTC fee plus the cost of each component
27 paid in lieu of course reimbursement. As requested, educators will be eligible for advance payment of
28 this fee. If the educator drops the certification program after the NBTC refund deadline, the educator
29 will reimburse PPS for all costs it paid. In extenuating circumstances, reimbursement by the educator
30 may be waived at the discretion of the Superintendent. The district will pay for up to one retake of each
31 component that has to be retaken in lieu of course reimbursement. The district has the right to require
32 candidates to apply for available NBTC fee subsidies. Up to four paid professional leave days will be
33 granted for the portfolio preparation that is required to complete the certification program. Educators
34 who are granted NBTC will be granted 225 salary contact hours toward a lane change in accordance
35 with Article 12. Educators who achieve a minimum score of 2.75 in a component but do not achieve
36 NBTC will be awarded 45 salary contact hours per component. If the candidate later achieved NBTC,
37 they will receive the 225 SCH minus any already awarded per component. The district will support a
38 cohort of 5 educators, each of whom will be provided with a paid NBTC mentor, if available, for support
39 during his/her first year of the NBTC process. NBTC educators will receive an annual certification
40 stipend of \$2,000 for the duration of the 5 year certification. Any state or federal funds made available
41 to NBTC educators either directly or through the district will offset these stipends. The district will pay
42 the cost and fee for the Maintenance of Certification process for continuing contract educators in lieu
43 of course reimbursement and educators will receive 35 salary contact hours upon successful renewal of
44 their NB certificate. Educators receiving payment for NBTC exam or renewal application fees are
45 expected to continue employment with the district for the following year or will be required to reimburse
46 the district for those fees.
47

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

1
2 **ARTICLE 23: PROTECTION OF EDUCATORS, STUDENTS AND PROPERTY**
3

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

42 **ARTICLE 24: ASSOCIATION DUES AND OTHER DEDUCTIONS FROM SALARY**
43

- 44 A. The Board agrees to deduct from educators' salary dues in specified amounts for local, state, and/or
45 national professional associations when requested in writing by the educators. Said dues shall be
46 remitted to the Portland Education Association at reasonable intervals, all subject to the following:
47
- 48 1. No change in the specified rate of such dues deductions shall be made after August 30, of any
49 school year.
50

2. The total of such dues for the school year shall be deducted in equal amounts from twenty-six (26) paychecks of the educator, commencing with the first paycheck of the 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 to the President of the Association by August 15 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 (e.g. 403b retirement investment plans). 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 (Experience Credit for Outside Teaching Service), Subsection 3.
- 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 an 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 mid-semester, the leave shall run until the end of that semester. Said educator shall notify

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

- 11
- 12 2. Any male educator upon request shall be entitled to a childrearing leave in accordance with the
13 provisions of Section C, Subsection 1. Sick Leave provisions shall not apply.
- 14
- 15 3. Any educator who is the primary caregiver may use up to twenty (20) days of accumulated sick
16 leave for the purpose of adoption.
- 17
- 18 4. Any educator adopting a child may receive similar leave as in Subsection 1 above which shall
19 commence two (2) weeks prior to receiving de facto custody of said child.
- 20
- 21 5. Educators shall be granted five (5) days leave to be deducted from sick leave upon the
22 birth/adoption of a child to the educator's spouse, or the educator's partner to be used within the
23 first month of the birth/adoption.
- 24
- 25 6. An educator on childrearing leave may have the educator's name placed on a list to serve as a
26 substitute in the Portland School System in the area of her/his certification or competence at the
27 then prevailing rate of pay for substitute educators.
- 28

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

34

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

39

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

- 42
- 43 1. In order for educators to be eligible for benefits provided under Section A above, they (a) must
44 indicate in writing to the Superintendent their intention to apply for the Peace Corps, VISTA,
45 National Educators Training Corps or a Fulbright Scholarship, whichever is applicable, no later
46 than November 1 of the school year preceding taking up such service and (b) shall complete said
47 school year and (c) shall also notify in writing the Office of the Superintendent prior to April 1
48 of the school year whether her/his application has been accepted and whether she/he will leave
49 at the end of the school year.
- 50

- 1 2. No person shall be eligible for a return to the Portland School System following leave granted
2 for any reason under this Article unless she/he gives the Human Resources Director notice by
3 January 31 preceding the ensuing school year that she/he will return to the system for the ensuing
4 school year, (unless waived by the Human Resources Director). Failure to provide timely notice
5 of intent to return may be deemed a resignation by the employee at the discretion of the Human
6 Resources Director.
7
- 8 3. Upon return to the system, an educator granted a leave of absence will be returned whenever
9 practicable, to her/his former employment position or classification.
10

ARTICLE 26: SABBATICAL LEAVE

- 11 A. Sabbatical leave may be granted to an educator for study related to her/his teaching field, or for travel,
12 related to her/his teaching field, or for other reasons of value to the school system, all subject to the
13 approval of the Board and all subject to the following conditions:
14
- 15 1. Sabbatical leave shall be limited to no more than two (2) FTE positions in any combination at
16 any one time.
17
- 18 2. Notice of intent to apply for sabbatical leave must be received by the Office of the
19 Superintendent in writing no later than November 15th of the school year preceding the year of
20 such leave. The educator must make application no later than January 1 and shall also complete
21 said school year. An applicant may request a meeting with the Superintendent/designee before
22 February 1 to discuss the sabbatical leave proposal process before submission of the sabbatical
23 application. The Superintendent/designee will review the application for purposes of rubric
24 scoring, then meet with applicant and provide a written decision with the reasons for approval
25 or denial by March 1. Applications that the Superintendent/designee recommends for approval
26 will be submitted to the Board by March 10. The Board will take action no later than April 1 of
27 the school year preceding the school year for which the sabbatical leave is requested. See
28 Appendix L for Sabbatical application, process, rubric and agreement.
29
- 30 3. Within ten (10) days from the Board's decision, written notification shall be sent to the
31 applicant. Reasons shall be provided to the applicant in writing if the sabbatical leave request is
32 denied.
33
- 34 4. The educator requesting sabbatical leave has completed at least seven consecutive full-time
35 school years of service in the Portland School System since her/his last prior sabbatical leave,
36 if any.
37
- 38 5. An educator on sabbatical leave for a full school year shall be paid by the Board at fifty percent
39 (50%) of the salary rate which she/he would have received if she/he had remained actively
40 employed by the Board. An educator on sabbatical leave for one half (1/2) of a school year shall
41 be paid by the Board at seventy-five percent (75%) of the salary rate she/he would have received
42 if she/he had remained actively employed by the Board.
43
- 44 6. Health and Dental Insurance will continue to be paid during the period of leave at the rate that
45 would have been paid if the educator had remained actively employed by the Board.
46
- 47 7. Upon return from sabbatical leave, an educator shall be placed on the salary schedule at the
48 level which she/he would have attained had she/he remained actively employed in the system
49
50

1 during the period of her/his absence.

- 2
- 3 8. Before receiving sabbatical leave under the provision of this Article, the educator shall agree in
- 4 writing with the Board that she/he will return to the Portland School System for a period of not
- 5 less than two (2) years for a full time sabbatical and not less than one (1) year for a half time
- 6 sabbatical, and also that, in the event of breach of such agreement, she/he will repay the Board
- 7 all sums advanced for her/his Sabbatical leave, in proportion to the fulfillment of her/his two
- 8 (2) year reemployment commitment.
- 9

10 **ARTICLE 27: LIVING CONTRACT COMMITTEE**

11

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

1 recommendation in writing to this committee by specific deadlines; and to establish the
2 membership and operating procedures of such subcommittees;

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

9
10 F. Nothing herein shall be deemed:

- 11
12 1. To preclude the Superintendent from consulting informally with the Association or the Board
13 of Education;
- 14
15 2. To impair the authority of the Superintendent.

16
17 **ARTICLE 28: MISCELLANEOUS PROVISIONS**

18
19 A. Whenever any notice is required to be given by either of the parties to this Agreement to the other,
20 pursuant to the provisions of this Agreement, it shall be given as follows:

- 21
22 1. If by Association, to the Board in care of the Office of the Superintendent, 353 Cumberland
23 Avenue, Portland, Maine 04101.
- 24
25 2. If by the Board, to the Association in care of the President of the Association at the time at the
26 PEA Office, 29 Christopher Toppi Drive, South Portland, Maine 04106.

27
28 B. This Agreement shall be posted on the district website. Fifty paper copies of this Agreement shall be
29 printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented
30 to the Association for distribution to its building representatives.

31
32 **ARTICLE 29: PROCEDURE FOR NEGOTIATION OF SUCCESSOR AGREEMENT**

33
34 A. During negotiations, the Board and the Association will present relevant data, exchange points of
35 view and make proposals and counter-proposals except that the Association will submit to the Board
36 all of its requests on Negotiable Subjects not later than January 31st of the year of expiration unless
37 both parties agree to interest based bargaining which shall supersede the above process. The Board
38 will make available to the Association for inspection relevant but non-confidential cost and statistical
39 data which the Association may need in order to develop, analyze and/or evaluate proposals and/or
40 counter-proposals concerning negotiable subjects but there will be no obligation on the part of the
41 Board to prepare any records or summaries not already in existence. The Association's request for
42 inspection will not be unreasonable. Either party may, if it so desires, utilize the service of outside
43 consultants and may call upon professional and lay representatives to assist it either at or outside of
44 the negotiation sessions. At the conclusion of negotiations, all agreements reached during
45 negotiations will be reduced to writing and signed by the Board and the Association.

46
47 B. Despite reference in this Article to the Board or the Association, as such, each shall have the right
48 to act hereunder by Board (which Board will not exceed nine (9) in number), individual member, or
49 designated representative, whether or not a member. Each party will provide to the other, upon
50 request, a written statement indicating the person or persons so authorized to act in its behalf at any

1 particular point in time. The person or persons so authorized to act will be authorized to act in regard
2 to all aspects of negotiation, it being the mutual intention that neither will be required to negotiate
3 with respect to different subjects with different persons representing this other party.
4

5 C. All written notices to the Association or Board respectively will be deemed to have been properly given
6 if delivered to the President of the Association and to the Superintendent of Schools, respectively.
7

8 D. Nothing herein contained will be deemed to affect or authorize negotiations or requests for changes in
9 the provisions of the Agreement of which this Article is a part.
10

11 **ARTICLE 30: TERM OF AGREEMENT**
12

13 This agreement shall govern the rights of the parties from August 26, 2022, through August 31, 2025.
14

15 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year
16 written below.
17

18 The Board of Education of the City of Portland
19

20
21 Dated: _____

22 by: _____
23 Its Chair, Emily Figdor
24

25 The Portland Education Association
26

27
28 Dated: _____

29 by: _____
30 Its President, Kerrie Dowdy

APPENDIX A-1: PEA Salary Schedule 2022-2023 (Schedule 183 Day)

(5% Step increase and Lane 1 adjustment of \$1,000)

Schedule 183 Day								
Experience-Based Salary Schedule (To be used for initial placement on the Professional Learning-Based Scale only)								
STEP	B		M		MI		D	
1		2		6		8		4
2		3		7		9		5
3		4		8		6		6
4		5		2		7		6
5		6		3		8		7
6		7		4		8		8
7		8		5		9		9
8		9		6		9		4
9		5		7		4		5
10		6		7		5		6
11		7		8		6		7
12		8		3		6		7
13		1		3		7		8
14		1		4		7		8
15		2		4		8		2
16		3		5		8		2
17		4		5		2		3
18		5		6		2		4
19		5		6		3		5
20		5		1		4		6
21		6		1		5		6
22		6		2		5		6
23		6		2		6		7
24		7		3		6		7
25		7		3		6		7
26		1		4		7		8
27		2		5		7		8
28		3		5		8		9
29		4		6		8		2
30		5		6		9		3
31		6		7		9		4

Schedule 183 Day					
Professional Learning-Based Salary Schedule					
STEP	Lane I	Lane II	Lane III	Lane IV	Lane V
1	43,617	49,430	59,189	68,950	78,708
2	43,617	50,852	61,098	71,348	81,593
3	44,698	52,397	62,645	72,891	83,140
4	45,779	53,944	64,193	74,440	84,689
5	46,243	55,491	65,738	75,986	86,233
6	47,790	57,037	67,286	77,533	87,780
7	49,338	58,585	68,832	79,080	89,327
8	50,884	60,131	70,378	80,627	90,874
9	52,431	61,678	71,926	82,174	92,422
10	53,978	63,226	73,473	83,720	93,968
11	55,524	64,772	75,018	85,267	95,515

5
6

APPENDIX A-2: PEA Salary Schedule 2022-2023 (Schedule 193 Day)

(5% Step increase and Lane 1 adjustment of \$1,000)

Schedule 193 Day								
Experience-Based Salary Schedule (To be used for initial placement on the Professional Learning-Based Scale only)								
STEP	B		M		MI		D	
1		2		6		8		4
2		3		7		9		5
3		4		8		6		6
4		5		2		7		6
5		6		3		8		7
6		7		4		8		8
7		8		5		9		9
8		9		6		9		4
9		5		7		4		5
10		6		7		5		6
11		7		8		6		7
12		8		3		6		7
13		1		3		7		8
14		1		4		7		8
15		2		4		8		2
16		3		5		8		2
17		4		5		2		3
18		5		6		2		4
19		5		6		3		5
20		5		1		4		6
21		6		1		5		6
22		6		2		5		6
23		6		2		6		7
24		7		3		6		7
25		7		3		6		7
26		1		4		7		8
27		2		5		7		8
28		3		5		8		9
29		4		6		8		2
30		5		6		9		3
31		6		7		9		4

Schedule 193 Day					
Professional Learning-Based Salary Schedule					
STEP	Lane I	Lane II	Lane III	Lane IV	Lane V
1	46,000	52,131	62,423	72,718	83,009
2	46,000	53,630	64,437	75,246	86,052
3	47,140	55,260	66,068	76,874	87,683
4	48,281	56,891	67,701	78,507	89,317
5	48,770	58,524	69,331	80,139	90,946
6	50,402	60,154	70,963	81,770	92,577
7	52,034	61,786	72,593	83,401	94,208
8	53,665	63,417	74,224	85,033	95,840
9	55,296	65,048	75,856	86,664	97,472
10	56,927	66,681	77,488	88,294	99,102
11	58,559	68,312	79,118	89,927	100,735

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APPENDIX A-3: PEA Salary Schedule 2023-2024 (Schedule 183 Day)

(2.25% Increase on scale plus steps)

Schedule 183 Day							
Experience-Based Salary Schedule (To be used for initial placement on the Professional Learning-Based Scale only)							
STEP	B		M		MI		D
1		2		6		8	4
2		3		7		9	5
3		4		8		6	6
4		5		2		7	6
5		6		3		8	7
6		7		4		8	8
7		8		5		9	9
8		9		6		9	4
9		5		7		4	5
10		6		7		5	6
11		7		8		6	7
12		8		3		6	7
13		1		3		7	8
14		1		4		7	8
15		2		4		8	2
16		3		5		8	2
17		4		5		2	3
18		5		6		2	4
19		5		6		3	5
20		5		1		4	6
21		6		1		5	6
22		6		2		5	6
23		6		2		6	7
24		7		3		6	7
25		7		3		6	7
26		1		4		7	8
27		2		5		7	8
28		3		5		8	9
29		4		6		8	2
30		5		6		9	3
31		6		7		9	4

Schedule 183 Day					
Professional Learning-Based Salary Schedule					
STEP	Lane I	Lane II	Lane III	Lane IV	Lane V
1	44,598	50,542	60,521	70,501	80,479
2	44,598	51,996	62,473	72,953	83,429
3	45,704	53,576	64,055	74,531	85,011
4	46,809	55,157	65,637	76,115	86,594
5	47,284	56,740	67,218	77,696	88,174
6	48,865	58,320	68,800	79,278	89,755
7	50,448	59,903	70,380	80,859	91,336
8	52,029	61,484	71,962	82,442	92,919
9	53,611	63,066	73,544	84,023	94,502
10	55,192	64,648	75,126	85,603	96,082
11	56,747	66,203	76,681	87,158	97,637

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APPENDIX A-4: PEA Salary Schedule 2023-2024 (Schedule 193 Day)

(2.25% Increase on scale plus steps)

Schedule 193 Day								
Experience-Based Salary Schedule (To be used for initial placement on the Professional Learning-Based Scale only)								
STEP	B		M		MI		D	
1		2		6		8		4
2		3		7		9		5
3		4		8		6		6
4		5		2		7		6
5		6		3		8		7
6		7		4		8		8
7		8		5		9		9
8		9		6		9		4
9		5		7		4		5
10		6		7		5		6
11		7		8		6		7
12		8		3		6		7
13		1		3		7		8
14		1		4		7		8
15		2		4		8		2
16		3		5		8		2
17		4		5		2		3
18		5		6		2		4
19		5		6		3		5
20		5		1		4		6
21		6		1		5		6
22		6		2		5		6
23		6		2		6		7
24		7		3		6		7
25		7		3		6		7
26		1		4		7		8
27		2		5		7		8
28		3		5		8		9
29		4		6		8		2
30		5		6		9		3
31		6		7		9		4

Schedule 193 Day					
Professional Learning-Based Salary Schedule					
STEP	Lane I	Lane II	Lane III	Lane IV	Lane V
1	47,035	53,304	63,828	74,354	84,877
2	47,035	54,837	65,887	76,939	87,988
3	48,201	56,504	67,555	78,604	89,656
4	49,367	58,172	69,224	80,274	91,326
5	49,868	59,841	70,891	81,942	92,992
6	51,536	61,507	72,560	83,610	94,660
7	53,205	63,176	74,226	85,278	96,328
8	54,872	64,844	75,894	86,947	97,997
9	56,540	66,512	77,563	88,614	99,666
10	58,208	68,181	79,231	90,281	101,332
11	59,848	69,821	80,871	91,921	102,972

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APPENDIX A-5: PEA Salary Schedule 2024-2025 (Schedule 183 Day)

(2.25% Increase on scale plus steps)

Schedule 183 Day							
Experience-Based Salary Schedule (To be used for initial placement on the Professional Learning-Based Scale only)							
STEP	B		M		MI		D
1		2		6		8	4
2		3		7		9	5
3		4		8		6	6
4		5		2		7	6
5		6		3		8	7
6		7		4		8	8
7		8		5		9	9
8		9		6		9	4
9		5		7		4	5
10		6		7		5	6
11		7		8		6	7
12		8		3		6	7
13		1		3		7	8
14		1		4		7	8
15		2		4		8	2
16		3		5		8	2
17		4		5		2	3
18		5		6		2	4
19		5		6		3	5
20		5		1		4	6
21		6		1		5	6
22		6		2		5	6
23		6		2		6	7
24		7		3		6	7
25		7		3		6	7
26		1		4		7	8
27		2		5		7	8
28		3		5		8	9
29		4		6		8	2
30		5		6		9	3
31		6		7		9	4

Schedule 183 Day					
Professional Learning-Based Salary Schedule					
STEP	Lane I	Lane II	Lane III	Lane IV	Lane V
1	45,602	51,679	61,882	72,088	82,290
2	45,602	53,166	63,879	74,594	85,306
3	46,732	54,781	65,496	76,208	86,923
4	47,862	56,399	67,114	77,827	88,543
5	48,348	58,017	68,730	79,444	90,158
6	49,965	59,633	70,348	81,061	91,775
7	51,583	61,251	71,964	82,678	93,392
8	53,200	62,868	73,581	84,296	95,010
9	54,817	64,485	75,199	85,913	96,628
10	56,434	66,103	76,816	87,529	98,244
11	58,024	67,693	78,406	89,119	99,834

5
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APPENDIX A-6: PEA Salary Schedule 2024-2025 (Schedule 193 Day)

(2.25% Increase on scale plus steps)

Schedule 193 Day								
Experience-Based Salary Schedule (To be used for initial placement on the Professional Learning-Based Scale only)								
STEP	B		M		MI		D	
1		2		6		8		4
2		3		7		9		5
3		4		8		6		6
4		5		2		7		6
5		6		3		8		7
6		7		4		8		8
7		8		5		9		9
8		9		6		9		4
9		5		7		4		5
10		6		7		5		6
11		7		8		6		7
12		8		3		6		7
13		1		3		7		8
14		1		4		7		8
15		2		4		8		2
16		3		5		8		2
17		4		5		2		3
18		5		6		2		4
19		5		6		3		5
20		5		1		4		6
21		6		1		5		6
22		6		2		5		6
23		6		2		6		7
24		7		3		6		7
25		7		3		6		7
26		1		4		7		8
27		2		5		7		8
28		3		5		8		9
29		4		6		8		2
30		5		6		9		3
31		6		7		9		4

Schedule 193 Day					
Professional Learning-Based Salary Schedule					
STEP	Lane I	Lane II	Lane III	Lane IV	Lane V
1	48,094	54,503	65,264	76,027	86,786
2	48,094	56,071	67,369	78,670	89,968
3	49,286	57,775	69,075	80,372	91,673
4	50,487	59,480	70,781	82,080	93,381
5	50,990	61,187	72,486	83,785	95,084
6	52,695	62,891	74,192	85,491	96,790
7	54,402	64,598	75,896	87,196	98,495
8	56,107	66,303	77,602	88,903	100,201
9	57,813	68,009	79,308	90,608	101,908
10	59,518	69,715	81,014	92,312	103,612
11	61,195	71,392	82,691	93,989	105,289

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3
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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.

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, 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)

1 digits. The number is the first six digits from the left. Once you enter your last name and your Employee
2 ID #, click on the “Submit.”

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

11 Proposal Submission Process

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

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

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

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

31 Course Credit/CEU Proposal Form

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

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

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

43 Remember that submitting a request for course reimbursement and submission for SCH award are two

1 separate processes. If both are sought, each must be submitted following the appropriate procedures.

2 District Offered Professional Learning Proposal Form

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

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

10 All Other SCH Proposals Form

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

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

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

26 Proposing and Documenting Significant Contributions to Student Learning and Teacher 27 Practice

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

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

37
38 This proposal and documentation process are designed to demonstrate that the work recognized under the
39 salary system aligns with the philosophy that strong, educator-directed professional development leads to
40 increased student learning.

41 Lane and Step Placement with a Lane Change

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

- 44 ▪ Find the salary scale for the new contract year and for the appropriate number of contract days

- 1 ▪ Find last year’s Lane and Step and move up one step to determine what the salary would have been in
2 the new contract year without a LC
- 3 ▪ Now move one Lane to the right and find the identical or next highest salary in your new Lane.
- 4 ▪ This will be your new Lane/Step placement from which the educator will make Step increases in the
5 following years.

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

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

16 **PPS/PEA Agreements on Salary Contact Hour Proposals**

17 **OVERALL GUIDELINES**

- 18
- 19 • 180 SCH to advance to Lane 2 from Lane 1, and to Lane 3 from Lane 2
- 20 • 3-year minimum between Lane changes between 1 and 2, and 2 and 3
- 21 • 225 SCH to advance to Lanes 4 and 5
- 22 • 4-year minimum to advance to Lanes 4 and 5
- 23 • Maximum of 60 SCH per proposal with some exceptions
- 24 • SCH granted for activities that make a significant contribution to student learning and educator
25 practice in the Portland Public Schools
- 26 • SCH not granted for learning activities done during paid time, but SCH granted for the application
27 of the knowledge/skill gained from the learning activity done during paid time when it is applied
28 in the classroom
- 29 • SCH not granted for activities repeated more than twice per lane change
- 30

31 **INDIVIDUAL PROPOSALS**

32

33 National Board Certification: 225 SCH upon receiving certification.

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

35

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

37

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

42

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

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

5 6 **PAID WORK**

7
8 Educators may not choose between receiving pay or salary contact hours for an activity.

9
10 Attendance at workshops, classes or conferences that occur during the contract day:

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

14
15 Hourly paid work: no SCH will be granted.

16
17 Activities completed on Sabbatical Leave: SCH will not be granted for activities which are within the
18 educator's stated reason for the leave.

19 20 **GROUP WORK**

21
22 Building level group activities must be submitted on the appropriate form (Building Activity Form, Book
23 Group Form, Committee Form) by the administrative leader and group activity leader with all the
24 participant names to the Superintendent/designee for advance review/approval in order to provide
25 consistency in the granting of salary contact hours between group members.

26 27 **MAXIMUM HOURS**

28
29 All Proposals: The maximum number of SCH that can be earned per proposal is 60, except for National
30 Board Certification (225) and PPS/PEA designed and offered courses of study.

31
32 Mentoring: Student Teacher: 45 hours (full semester)

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

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

35
36 Student Travel/Field Trips: Educators accompanying students on district approved field trips may submit
37 proposals for up to 8 hours for each non-contract day. The primary leader/organizer may propose
38 additional hours for pre-trip organization.

39 40 **DEADLINES**

41
42 Lane Changes may be made only on September 1st of each year. In order to change lanes, the educator, in
43 the year prior to the lane change, must submit proposals for any salary contact hours to be used toward the
44 lane change by October 1st and document all hours to be used toward the lane change by January 10th.

45 46 **PROFESSIONAL RESPONSIBILITY**

47
48 Committee Work: Participation on the first committee is considered professional responsibility.
49 Participation on a second or third committee in the same school year will be granted 10 – 40 SCH
50 depending on role (see Building Activity Form info above).

1
2 **NOT ELIGIBLE FOR SCH**

- 3
4 ▪ Adult Education Classes However, SCH proposals will be considered for the documented use of the
5 knowledge/skills gained from these classes in the classroom.
6 ▪ Personal Travel However, SCH proposals will be considered for the documented use of the
7 knowledge/skills gained from the travel in the classroom.
8

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

10
11 Online proposal forms will be changed to break apart the questions so that SIGNIFICANT
12 CONTRIBUTION to student learning and educator practice, and SPECIFIC DOCUMENTATION
13 questions can be adequately addressed by the educator and considered for rigor by the Proposal Review
14 Team.
15

16 **No longer eligible:**

- 17
18 ▪ No category for “School District Community” but educators can submit proposals for these types of
19 activities in the student learning or educator practice categories if a strong connection is made in the
20 submitted proposal.
21 ▪ Teaching a 3-credit college course. No SCH will be granted.
22 ▪ University/colleges courses in administration. SCH will not be granted unless course is related to
23 student learning or educator practice.
24 ▪ Service as an Officer in a Professional Organization. No SCH will be granted.
25 ▪ Student Intern 24 Hour Field Placement: No SCH will be granted.
26 ▪ Writing College Recommendations. No SCH will be granted.
27 ▪ Repeat activities – No SCH will be granted for an activity done more than twice per lane change.
28 ▪ Music Festivals – No SCH will be granted for preparation at district/state music festivals.
29

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

31
32 Course/Workshop/Training Presenters: When conducted for PPS staff, presenters will be paid for district
33 approved repeat presentations.
34

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APPENDIX C: Differential Schedule 2022-25

HIGH SCHOOL DIFFERENTIAL RATES													
ATHLETIC						CO-CURRICULAR							
DESCRIPTION	Boys'/Girls'	2022-23	2023-24	2024-25	DESCRIPTION	Boys'/Girls'	2022-23	2023-24	2024-25	DESCRIPTION	2022-23	2023-24	2024-25
Baseball	B	5,162	5,239	5,318	Intramurals	B	1059	1,075	1,091	Academic Decathlon	2,582	2,621	2,660
Baseball Asst	B	3,098	3,144	3,191	Intramurals	G	1059	1,075	1,091	Debate	2,582	2,621	2,660
Basketball	B	7,744	7,860	7,978	Lacrosse	B	5,162	5,239	5,318	Dramatics Fall/Winter	7,744	7,860	7,978
Basketball Asst	B	4,646	4,716	4,787	Lacrosse	G	5,162	5,239	5,318	Dramatics Fall/Winter Asst	4,303	4,368	4,433
Basketball	G	7,744	7,860	7,978	Lacrosse Asst	B	3,098	3,144	3,191	Dramatics Spring	7,744	7,860	7,978
Basketball Asst	G	4,646	4,716	4,787	Lacrosse Asst	G	3,098	3,144	3,191	Dramatics Spring Asst	4,303	4,368	4,433
Cheerleading Fall	G	4,303	4,368	4,433	Nordic Ski Coach DHS		3,443	3,494	3,547	Future Teachers (DHS)	2,582	2,621	2,660
Cheerleading Fall Asst	G	2,582	2,621	2,660	Outdoor Track	B	5,162	5,239	5,318	Future Business Leaders (PHS)	2,582	2,621	2,660
Cheerleading Winter	G	5,162	5,239	5,318	Outdoor Track Asst	B	3,098	3,144	3,191	Jr Class Advisor	2,582	2,621	2,660
Cheerleading Winter Asst	G	3,098	3,144	3,191	Outdoor Track	G	5,162	5,239	5,318	Literary Magazine	2,582	2,621	2,660
Cross Country	B	3,443	3,494	3,547	Outdoor Track Asst	G	3,098	3,144	3,191	Math Team Coach Hs	3,443	3,494	3,547
Cross Country Asst	B	2,065	2,096	2,128	Soccer	B	5,162	5,239	5,318	Math Team Coach 9th Grade	2,582	2,621	2,660
Cross Country	G	3,443	3,494	3,547	Soccer Asst	B	3,098	3,144	3,191	Newspaper Advisor	3,443	3,494	3,547
Cross Country Asst	G	2,065	2,096	2,128	Soccer	G	5,162	5,239	5,318	Orchestra	5,162	5,239	5,318
Field Hockey	G	5,162	5,239	5,318	Soccer Asst	G	3,098	3,144	3,191	Project Graduation	3,443	3,494	3,547
Field Hockey Asst	G	3,098	3,144	3,191	Softball	G	5,162	5,239	5,318	Sr Class Advisor	2,582	2,621	2,660
Football	B	8,606	8,735	8,866	Softball Asst	G	3,098	3,144	3,191	International Club (PHS)	2,582	2,621	2,660
Football Asst	B	5,163	5,240	5,319	Swimming	B	5,162	5,239	5,318	Mock Trial (DHS)	2,582	2,621	2,660
Golf		3,443	3,494	3,547	Swimming Asst	B	3,098	3,144	3,191	Yearbook Advisor	4,303	4,368	4,433
Golf Asst		2,065	2,096	2,128	Swimming	G	5,162	5,239	5,318	Leadership Mentor	3,443	3,494	3,547
Ice Hockey	B	5,162	5,239	5,318	Swimming Asst	G	3,098	3,144	3,191	Leadership Coordinator	2,582	2,621	2,660
Ice Hockey Asst	B	3,098	3,144	3,191	Tennis	B	4,220	4,283	4,347	Music Director Band	5,162	5,239	5,318
Ice Hockey	G	5,162	5,239	5,318	Tennis	G	4,220	4,283	4,347	Music Director Choral	2,582	2,621	2,660
Ice Hockey Asst	G	3,098	3,144	3,191	Tennis Asst		1,550	1,573	1,597	Float	2,582	2,621	2,660
Indoor Track	B	4,303	4,368	4,433	Volleyball		5,162	5,239	5,318				
Indoor Track Asst	B	2,582	2,621	2,660	Volleyball Asst		3,098	3,144	3,191				
Indoor Track	G	4,303	4,368	4,433	Wrestling	B	5,162	5,239	5,318				
Indoor Track Asst	G	2,582	2,621	2,660	Wrestling Asst	B	3,098	3,144	3,191				

3

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

Appendix C Differential Schedule

MIDDLE SCHOOL DIFFERENTIAL RATES													
ATHLETIC						CO-CURRICULAR							
DESCRIPTION	Boys'/Girls'	2022-23	2023-24	2024-25	DESCRIPTION	Boys'/Girls'	2022-23	2023-24	2024-25	DESCRIPTION	2022-23	2023-24	2024-25
ACTIVITIES DIRECTOR		12,775	12,967	13,162	SOCCER	B	2,839	2,882	2,925	CLUB ADVISOR	1,060	1,076	1,092
BASEBALL	B	2,839	2,882	2,925	SOCCER	G	2,839	2,882	2,925	DRAMATICS	2,839	2,882	2,925
BASKETBALL	B	4,258	4,322	4,387	SOFTBALL	B	2,839	2,882	2,925	MATH COUNTS COORD	1,060	1,076	1,092
BASKETBALL	G	4,258	4,322	4,387	SWIMMING	B	2,839	2,882	2,925	MATH TEAM COACH	1,060	1,076	1,092
BASKETBALL GRADE 6 COORD	B/G	1,060	1,076	1,092	SWIMMING ASST	B	1,703	1,729	1,755	YEARBOOK ADVISOR	3,443	3,495	3,547
CROSS COUNTRY	B	1,893	1,921	1,950	SWIMMING	G	2,839	2,882	2,925	FLOAT	1,420	1,441	1,463
CROSS COUNTRY	G	1,893	1,921	1,950	SWIMMING ASST	G	1,703	1,729	1,755				
FIELD HOCKEY	G	2,839	2,882	2,925	TENNIS	B	1,420	1,441	1,463				
INDOOR TRACK	B	2,367	2,403	2,439	TENNIS	G	1,420	1,441	1,463				
INDOOR TRACK	G	2,367	2,403	2,439	WRESTLING	B/G	2,839	2,882	2,925				
INDOOR TRACK ASST	B	1,420	1,441	1,463	VOLLEYBALL-EXTRAMURAL	G	1,420	1,441	1,463				
INDOOR TRACK ASST	G	1,420	1,441	1,463	COACH - TBD (program expans	B/G	2,839	2,882	2,925				
INTRAMURALS	B	1,060	1,076	1,092									
INTRAMURALS	G	1,060	1,076	1,092									
OUTDOOR TRACK	B	2,839	2,882	2,925									
OUTDOOR TRACK	G	2,839	2,882	2,925									
OUTDOOR TRACK ASSISTANT	B/G	1,703	1,729	1,755									

4

1.015 annual multiplier for 2022-23
1.015 annual multiplier for 2023-24 and 2024-25

5

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ELEMENTARY DIFFERENTIAL RATES			
DESCRIPTION	2022-23	2023-24	2024-25
Elementary Float	1087	1,103	1,120

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

3
4
5

APPENDIX D: Teacher Leadership Schedule 2022-23

TEACHER LEADER RATES

Category A

DESCRIPTION	2022-23	DESCRIPTION	2022-23
Cluster Coordinator	9,042	Pe Coordinator	2,713
Cluster Coordinator Paths	8,136	Art Coordinator	2,713
Director Of Guidance	8,136	District Music Coord.	4,521
Building Technology Coord. 1	1,433	Governance Committee	5,423
Building Technology Coord. 2	2,071	Theater Manager	4,521
Building Technology Coord. 3	2,710	Mentor Level I	TBD
Building Technology Coord. 4	3,349	Mentor Level II	TBD
Building Technology Coord. 5	3,985	Mentor Level III	TBD
Building Technology Coord. 6	4,623	Mentor Level IV	TBD
Coordinator Of Nurses	3,616	National Board Teacher Certification Mentor	808
Coordinator Of Social Workers	3,616		
Coordinator Of Librarians	2,713		

Annual Teacher Leadership Stipend - \$1,500 per approved unit.

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

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
1-3	18-27
4-6	20-30
7-12	15-30
Vocational Education	15-25

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

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

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

APPENDIX F: Educator Evaluation

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

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

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

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

2. Summative effectiveness ratings of educators shall be determined at the end of the professional growth cycle and will be documented in writing. Ratings will be based on evidence gathered during the evaluation cycle. Whenever an educator receives an unsatisfactory rating, the educator will be placed on an improvement plan. Such improvement plan shall be in writing; be developed with input from the educator; set forth clear, measurable objectives and deadlines; and be focused on improvement in specific areas identified as needing improvement. More specific information can be found in the Performance Evaluation and Professional Growth System Guidebook.

3. Probationary educators are included in Portland Public School's induction program and will receive summative effectiveness ratings in each of their probationary years.

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

APPENDIX G: Elementary Planning

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

1. As of September 1, 1994, a total of one hundred and fifty (150) minutes shall be provided for elementary educators for planning time free of teaching responsibilities. Time that educators are relieved from their teaching responsibilities due to Art, Music, Physical Education or swimming instruction shall be in addition to the one hundred and fifty (150) minutes. Except for Pre-K educators, the one hundred and twenty (120) minutes per week of said planning time shall be attached to the educator's lunch period. Thirty (30) additional minutes per week of said planning time shall be mutually scheduled between the school's principal and the affected educator. In the event the planning time cannot be mutually scheduled, the issue shall be forwarded to the Superintendent or designee for a final determination.
2. The Association and the Committee agree that educators and administrators in each elementary school will work collaboratively throughout the school year to problem solve issues and concerns in order to assure successful elementary planning time. Building administrators are responsible for the administration of planning time and will submit the plan for the building to the Superintendent or designee and the President of the Portland Education Association no later than the end of the second week of school. Each elementary school will submit a proposal for providing 150 minutes of planning time, excluding art, music, physical education and swimming, in blocks of not less than one hour, and shall include the resources needed to implement it. These proposals shall be submitted to the Living Contract Committee for review and recommendation to the Superintendent. Alternatives when approved shall replace Subsection 1 above.
3. Pre-K educators shall also be allocated 150 minutes of planning time per week. The School Principal/Administrator and Pre-K educators will work collaboratively to schedule planning time in a manner that reasonable accommodates program and educator needs. Consideration will include the feasibility of scheduling planning time contiguous with the educator's lunch on a regular or intermittent basis. In the event that planning time cannot be mutually scheduled, the issue shall be forwarded to the Superintendent or designee for a final determination.
4. The issue of planning period is understood by both parties to be a matter of educational policy and shall not be subject to the grievance procedure contained in this Agreement unless the grievance alleges that the immediate supervisor's and/or the Superintendent or designee's decision was arbitrary and capricious, such as a reduction in the minutes as provided above.

APPENDIX H: Course Approval Form

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

APPENDIX I: Grievance Form

Portland Public Schools – Portland Education Association’s
GRIEVANCE FORM

LEVEL SUBMITTED:

Level I _____

Level II _____

Level III _____

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Grievant’s Name: _____

Work Location: _____

Job Title: _____

Description of Alleged Contract Violation: _____

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

Date of Occurrence of Alleged Violation: _____

Remedy Sought: _____

Signature of Grievant or Association Representative

Date

Date Received by Administration: _____

Decision: _____

Signature of Administrator

Date

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

Signature of President of PEA

Date

Signature of Superintendent or his/her Designee

Date

APPENDIX J: P.E.A. Sick Bank Enrollment

A sick leave bank is hereby established whereby an employee covered by the PEA Bargaining Agreement, faced with a personal or immediate family serious health condition as defined by the Family and Medical Leave Act may borrow sick days not yet accumulated. The following apply:

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

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

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

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

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

Name (print) _____ Employee #: _____

Signature _____ Date: _____

APPENDIX K: Sick Bank Application

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

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

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

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

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

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

Name: _____ Employee ID #: _____

REASON: _____

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

Employee's Signature: _____ Date: _____

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

- Personal Illness Approved
- Family Illness Not Approved

Comments: _____

Signature: _____ Date: _____

Human Resource Department

APPENDIX L: Sabbatical Application, Process, Rubric, and Agreement

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

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

1. Name: _____

2. School: _____

3. Position: _____

4. Leave Dates: From _____/_____/_____ to _____/_____/_____
mo day year mo day year

5. Proposal:

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

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

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

6. How will this leave enable you to assist your students and school community to achieve the Portland Public Schools Learning Results?

7. What measurement criteria and methods will you use to assess achievement of the goal(s) of your sabbatical leave?

Recommend for approval _____ Not approved _____

Superintendent/designee Date

Superintendent Date

School Committee approved on _____
Date

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

Sabbatical Review Process

Context

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

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

1. Sabbatical leave shall be limited to no more than two (2) FTE positions in any combination 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 November 15th of the school year preceding the year of such leave. The educator must make application no later than January 1 and shall also complete said school year. The applicant may request a meeting with the Superintendent/designee before February 1 to discuss the sabbatical leave proposal process before submission of the sabbatical application. The Superintendent/designee will review the application for purposes of rubric scoring, then meet with applicant and provide a written decision with the reasons for approval or denial by March 1. Applications that the Superintendent/designee recommends for approval will be submitted to the Board by March 10. The Board shall take action no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested.
3. Within ten (10) days from the Board's decision, written notification shall be sent to the applicant. Reasons shall be provided to the applicant in writing if the sabbatical leave request is denied.
4. The educator requesting sabbatical leave has completed at least seven consecutive full-time school years of service in the Portland School System since her/his last prior sabbatical leave, if any.
5. An educator on sabbatical leave for a full school year shall be paid by the Board at fifty percent (50%) of the salary rate which she/he would have received if she/he had remained actively employed by the Board. An educator on sabbatical leave for one half (1/2) of a school year shall be paid by the Board at seventy-five percent (75%) of the salary rate she/he would have received if she/he had remained actively employed by the Board.
6. Health and Dental Insurance will continue to be paid during the period of leave at the rate that would have been paid if the educator had remained actively employed by the Board.
7. Upon return from sabbatical leave, an educator shall be placed on the salary schedule at the level which she/he would have attained had she/he remained actively employed in the system during the period of her/his absence.
8. Before receiving sabbatical leave under the provision of this Article, the educator shall agree in writing with the Board that she/he will return to the Portland School System for a period of not less than two (2) years for a full time sabbatical and not less than one (1) year for a half time sabbatical, and also that, in the event of breach of such agreement, she/he will repay the Board all sums advanced for her/his Sabbatical leave, in proportion to the fulfillment of her/his two (2) year reemployment commitment.

Sabbatical Review Process

Timeline

Letter of Intent sent to Director of Human Resources by November 15.

Applications submitted to Director of Human Resources by January 1.

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

Superintendent/designee's recommendations forwarded to the School Board by March 10.

School Board action on approved applications by April 1.

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

Application Review Process

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

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

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

The reasons for approval or denial are shared with applicant at sabbatical review meeting between Feb 1 and March 1.

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Sabbatical Rubric

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

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Sabbatical Leave Agreement

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

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

(Sabbatical description)

and,

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

1. Salary and Health & Dental Insurance. The Board will pay the Educator during the Sabbatical Period the approximate amount of **\$ (amount)**, which equals fifty (50%) percent of the Educator’s per diem pay for the number of Educator days in the Sabbatical Period for a full-time Sabbatical Leave or seventy-five (75%) of the Educator’s per diem pay in the event of a half-time leave. Further, the Board will retain the Educator on its employment rolls for the purpose of health & dental insurance coverage.
2. Return to Employment. At the end of said Sabbatical Period, the educator shall agree in writing with the Board that she/he will return to the Portland School System for a period of not less than two (2) years for a full time sabbatical and not less than one (1) year for a half time sabbatical. Experience credit for sabbatical will be granted as per PEA collective bargaining agreement.
3. Repayment of Salary. In the event the Educator fails to comply with the provisions of Section 2 above, or fails to use the Sabbatical Year for the purpose(s) approved by the Board and stated herein, or otherwise breaches this Agreement, the Educator will repay to the Board on demand an amount equal to the total of the salary payments and health & dental insurance premiums paid to or on behalf of the Educator during said Sabbatical Period. Provided, however, that if the Educator is in breach of his/her contractual requirement to remain employed for the period specified in Section 2 and partially fulfills said reemployment requirement, the Educator will pay to the Board on demand the same proportion of said total payments as the Educator’s period of reemployment bears to the required reemployment period.
4. Interest and Cost of Collection. In the event that a repayment plan for the payments described in Section 3 cannot be mutually agreed upon, the district will demand full payment from the Educator. If payment is not made in full within ten days of demand, the Educator agrees that any such sum shall thereafter bear interest at the rate of ten percent (10%) per annum until paid, and that the Educator shall pay all costs of collection, including reasonable attorney fees.
5. General Supervision. Teacher will remain an employee of the district and function within district policy, procedure and collective bargaining agreements. Employees shall provide evidence of sabbatical work upon request, including transcripts. To this end, the Educator agrees that the Board and the Superintendent shall have access to any projects, products, or writings produced by the Educator during the Sabbatical Leave.
6. Board Presentation. Upon return from the Sabbatical, the educator will make a presentation to the School Board during a regularly scheduled meeting, which will include the experiences, findings and outcomes learned during the sabbatical.
7. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no promises, understandings, conditions, or obligations other than those stated herein. This Agreement may not be changed except by written agreement signed by the parties hereto.

EXECUTED at Portland, Maine the day and year first written above.

Witness	Superintendent	Date
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Witness	Educator	Date
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Witness	Board Chair	Date
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APPENDIX M: Work Experience Questionnaire

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Name _____

PPS Assignment, School _____

Work Experience

Position: _____ **Degree Required** _____

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

Primary Responsibilities: _____

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

Educator Signature

Date Submitted to HR

HR Director

Date Reviewed

Determination: _____

1 **MEMORANDUM OF AGREEMENT: Earned Paid Leave (26 M.R.S.A. §637)**

2
3 Under Maine’s new Earned Paid Leave statute (26 M.R.S.A. §637), employees accrue one (1) hour
4 of Earned Paid Leave for each forty (40) hours actually worked, up to a maximum of forty (40) hours
5 per contract year, and are permitted to use up to forty (40) hours of accrued Earned Paid Leave time
6 in any one year. Earned Paid Leave time is not additional leave over and above any paid leave time
7 available to employees under this Agreement. Any paid leave time (sick and/or
8 personal/discretionary) taken under this Agreement shall concurrently be designated as Earned Paid
9 Leave time for purposes of §637. To comply with §637, the *first forty (40) hours* of any paid leave
10 under this contract may be used in one-hour increments and shall also be designated concurrently as
11 Earned Paid Leave. In addition, educators may use personal leave for any non-medical reason, and
12 the limitations contained in Section A(1) shall not apply. Thereafter, the contractual terms for each
13 leave shall control. If the Superintendent/designee determines that a request for non-emergency leave
14 would cause an undue hardship, the Superintendent may deny the leave request.

15
16 The Superintendent may grant additional paid leave under the contract on a case-by-case basis if the
17 Superintendent determines that the contractual leave benefits are insufficient under §637, and said
18 days shall be deducted from the employee’s sick leave accrual.

19
20 There will be no payout of unused earned time upon an employee’s separation of employment.

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26 The Board of Education of the City of Portland

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29 Dated: _____

by: _____
Its Chair, Emily Figdor

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33 The Portland Education Association

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36 Dated: _____

by: _____
Its President, Kerrie Dowdy