

AGREEMENT
between the
PORTLAND BOARD OF EDUCATION OF
THE
CITY OF PORTLAND
and the
PORTLAND ADMINISTRATORS'
ASSOCIATION

July 1, 2017 through June 30, 2020

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ARTICLE 6
ASSOCIATION DUES AND OTHER DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from Administrator's salaries dues in specified amounts for the Portland Administrators' Association when requested in writing by the Administrators on forms supplied by the Association and approved by the Board. Said dues shall be remitted to the Portland Administrators' Association at reasonable intervals, all subject to the following:

1. Said written request must be received by the Human Resources Department prior to September 1st for each next school year, except that in the case of newly hired Administrators, each such notice must be received not later than 30 days following the commencement of employment as an Administrator. Administrators failing to meet the appropriate deadline set forth above shall not be entitled to have dues paid through payroll deductions for the affected school year.
2. No change in the specified rate of such dues deductions for the next school year shall be made after October 15.
3. The total of such dues for the school year shall be deducted in equal amounts from twenty (20) successive paychecks of the Administrator, commencing with the first check in October, and the same in subsequent years under the agreement.
4. 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 City of Portland or Portland Public Schools to handle in the same manner as other payroll deductions.
5. Dues deduction forms shall include a provision that the deductions may be cancelled by the Administrator on 14 days' written notice to the Human Resources Department and such deductions shall be stopped as of the paycheck following the expiration of said 14-day period. Once cancelled, said deductions shall not be reinstated during the same school year.
6. In making such deductions, the Board may rely on the signed authorization forms and the Association shall indemnify and save the Board harmless against any claims or suits which may arise with respect to same.

B. Administrators may, in writing, authorize such additional deductions for, tax sheltered annuities 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, and subject to such reasonable regulations as the Board and/or the Superintendent may prescribe.

1 ARTICLE 7
2 CURRICULUM CHANGES AND STAFF PATTERNS
3

4 Changes in program, curriculum and staff patterns of a permanent or of a school year duration
5 affecting individual schools will be discussed with the appropriate principal or, if on a system-wide
6 basis, with the Portland Administrators' Association. Suggestions of the Principals or the
7 Association will be considered by the Superintendent prior to making any decision or
8 recommendation to the Board of Education.
9

10 ARTICLE 8
11 COOPERATION
12

13 Administrators agree that, as administrative personnel responsible for the operation of their schools
14 and the management of the school system, they shall at all times cooperate fully with the
15 Superintendent or other representative(s) of the Board as requested. Administrators shall advise and
16 consult with the Superintendent and Board regarding the evaluation of proposals under
17 consideration or made during collective bargaining between the Board and other bargaining units;
18 may be invited but will not be required to participate actively in collective bargaining between the
19 Board and other bargaining units; shall cooperate in the processing, investigation and hearing of
20 grievances; shall maintain the confidentiality of sensitive information; and shall cooperate fully
21 with the Board concerning all other activities involving the management of the Board's collective
22 bargaining contracts with other bargaining units.
23

24 ARTICLE 9
25 SICK LEAVE
26

- 27 A. Sick leave shall accumulate at the rate of 18.5 days per calendar year, up to the maximum
28 number of days allowed for reimbursement in this Article 9. The 18.5 days will accumulate
29 as follows: eight days on the first day of the employee's work year and the remaining ten
30 and one-half days earned proportionately by work over the course of the work year.
31
- 32 B. In the event an Administrator retires from the Portland School System, and is immediately
33 eligible for retirement benefits pursuant to the Maine Public Employee Retirement System,
34 his/her accumulated, unused sick leave, up to a maximum of two hundred forty-eight (248)
35 days, shall be paid to him/her at the rate of 25% of the days for each day of such sick leave.
36 For purposes of this provision, per diem pay for any Administrator is determined by
37 dividing annual salary by the number of workdays in the Administrator's work year. No
38 benefits shall be payable under this Section to an Administrator who retires after, or as a
39 result of, episodes or incidents involving unprofessional or dishonorable conduct on his/her
40 part, or at a time when dismissal charges against him/her are pending or indicated. The
41 application of this clause is subject to the grievance and arbitration procedure.
42
- 43 C. In the event that an Administrator, while employed by the Board, dies during the term of
44 this agreement, a sum equal to that which would have been paid had the Administrator been
45 eligible for retirement pursuant to the preceding paragraph shall be paid to the
46 Administrator's surviving spouse, if any, or to the beneficiary designated by the

1 Administrator for Maine Public Employee Retirement System purposes or, if none, to the
2 Administrator's estate.

3
4 D. Any Administrator who is unable to work because of illness or injury and who has no
5 accumulated sick leave shall lose per diem pay for each day of absence, unless the
6 administrator participates in the PAA sick bank. Per diem pay, for this purpose, for any
7 employee covered by this agreement shall be ascertained by dividing his/her annual salary
8 by the number of work days in his/her annual work year.

9
10 E. In the event an Administrator is absent for illness or injury and irrespective of whether such
11 absence is charged to any accumulated sick leave, if the Superintendent suspects that the
12 employee may not be physically or psychologically able to resume his/her duties, the
13 Superintendent may require the employee to provide him/her with a physician's certificate
14 verifying that the employee is capable of resuming employment.

15
16 F. In cases of injury covered under the Workers' Compensation Act, an Administrator will be
17 paid from his/her accumulated sick leave the difference between the amount of his/her
18 regular pay and the amount that he/she receives pursuant to Workers' Compensation. This
19 difference shall be charged on a pro rata basis to the Administrator's accumulated sick leave
20 and will cease when said Administrator's sick leave is exhausted. In no case will an
21 Administrator receive double compensation under both this sick leave policy and the
22 Workers' Compensation Act.

23
24 G. An Administrator may use up to eighteen (18) days of accumulated sick leave per year to
25 care for a member of the Administrator's immediate household whose illness requires the
26 presence of the Administrator.

27
28 H. A Sick Bank is hereby established whereby an Administrator faced with a personal or
29 immediate family member's serious health condition, as defined by the Family and Medical
30 Leave Act, may borrow up to ninety (90) days per year of sick leave not yet accumulated.
31 See Appendices C and D for Sick Bank forms.

32
33 I. There is an affirmative duty for Administrators who may qualify for disability benefits
34 under MainePERS to apply for such benefits as soon as possible.

35
36 ARTICLE 10
37 TEMPORARY LEAVE OF ABSENCE

38
39 A. Vacation

40
41 1. Principals and Directors shall be entitled to 25 paid vacation days per contract year.
42 All other Administrators shall be entitled to 30 paid vacation days per contract year.

43
44 2. Vacation days shall be requested and scheduled with the approval of the
45 Superintendent/designee. Vacation days may not be taken on school days, except in
46 extenuating circumstances, at the discretion of the Superintendent. Up to 5 days of

1 vacation shall be carried over automatically from one contract year to the next as
2 “extra” days of vacation. Administrators may accumulate no more than 10 extra
3 days of vacation that have been carried over from one or more previous years.
4

5 B. Holidays

6
7 Administrators shall be entitled to the following paid holidays:
8

9 New Year’s Day	Martin Luther King Jr. Day
10 Presidents’ Day	Patriots’ Day
11 Memorial Day	Independence Day
12 Labor Day	Columbus Day
13 Veterans’ Day	Thanksgiving Day
14 Day after Thanksgiving	Half day before Christmas, except when
15 Christmas Day	Christmas falls on a Sunday or Monday

16

17 C. In case of death of a spouse, significant other, or child of any administrator, such
18 administrator shall be excused, without loss of pay, for an absence not to exceed ten (10)
19 days either immediately following the death or at such other time during the course of that
20 school year as may be necessary to handle estate related matters. In the case of the death of
21 parents, grandparents, parents-in-law, grandchildren, brother, sister, or any relative residing
22 in the household, such administrator shall be excused without loss of pay for an absence not
23 to exceed five (5) days. In the case of death of nieces, nephews, aunts, uncles, cousins,
24 sisters-in-law or brother-in-law, such administrator shall be excused without loss of pay for
25 a period not to exceed three (3) days. Step relationships are included in the definition of
26 family. Such a three (3) day leave shall apply in situations where a unique relationship
27 exists between an employee and some other person over a period of time and which evinces
28 a state of responsibility or closeness.
29

30 In extenuating circumstances, at the discretion of the Superintendent, the days set forth
31 above may be extended without loss of pay.
32

33 D. Up to five (5) days leave of absence per school year with pay for personal or family matters,
34 requiring absence during school hours, may be taken and deducted from an Administrator’s
35 accumulated sick leave. Any leave taken under this section must be approved by the
36 immediate supervisor.
37

38 E. Leave allowable under this Article shall not be accumulated beyond each school year.
39

40 F. Administrators shall immediately report to the appropriate supervisor and the supervisor
41 shall immediately report to the Superintendent’s Office any instance of assault suffered by
42 Administrators or caused by them in the course of their employment.
43

44 G. When, in the sole judgment of the Superintendent, an Administrator’s prudent discharge of
45 his/her responsibilities results in personal injury and disability as a result of an assault, the
46 Administrator’s regular salary shall be continued (and no deduction shall be made from

1 accumulated sick leave) during any period of disability occurring within the first sixty days
2 following such assault, unless the Administrator sooner accepts some form of State
3 retirement. Payments payable to the Administrator under the Workers' Compensation Act
4 shall be deducted from amounts payable to the Administrator hereunder.
5

- 6 H. Leaves of absence with or without pay may be granted by the Board for any Administrator
7 for any other reasons which in the sole judgment of the Board are profitable to the Portland
8 Public Schools or essential to the well-being of the Administrator.
9

10 ARTICLE 11
11 EXTENDED LEAVE OF ABSENCE
12

- 13 A. Leave of absence without pay for a maximum of two years may be granted to any
14 Administrator who joins the Peace Corp, VISTA, or who serves as an exchange
15 Administrator or overseas Administrator or who accepts and participates in a Fulbright
16 Scholarship, or who serves as an elected officer of the NAESP or NASSP. Leaves granted
17 under this Section shall count as time in service up to a maximum of two years for purposes
18 of applications for sabbatical leave.
19

- 20 B. A leave of absence without pay shall be granted to any Administrator for military service.
21

- 22 C. A maternity leave of absence without pay shall be granted to an Administrator for the
23 purpose of childbearing and/or childrearing as follows:
24

25 1. An administrator who is pregnant shall be entitled, upon request, to a leave to begin
26 at any time during her pregnancy and to last up to one (1) year after a child is born.
27 Should that year's leave end in mid-semester, the leave shall run until the end of that
28 semester. Said Administrator shall notify the Superintendent in writing of her
29 decision to take such leave, and if she plans to take childrearing leave after the birth
30 of the child, shall notify him of the date she will return to work if she is able.
31 Except in case of emergency, the Administrator shall give such notice at least thirty
32 (30) days prior to the date on which her leave is to begin. She shall include with
33 such notice a physician's statement certifying her pregnancy. An Administrator who
34 is pregnant may continue in active employment as late into her pregnancy as she
35 desires provided she is able to perform properly her required functions. All or any
36 portion of a leave taken by an administrator because of medical disability connected
37 with or resulting from her pregnancy may, at the Administrator's option, be charged
38 to her available sick leave.
39

40 2. Any Administrator upon request shall be entitled to a childrearing leave in
41 accordance with the provisions of section C., paragraph 1. Sick leave provisions
42 shall not apply.
43

44 3. Any Administrator adopting a pre-school child may receive similar leave which
45 shall commence two weeks prior to receiving de facto custody of said child.
46

1 D. A leave of absence without pay for a maximum period of one year may, in the sole
2 discretion of the Board, be granted an Administrator for the purpose of caring for a sick
3 member of his/her immediate family, provided she/he gives the Board as much advance
4 notice as practicable, but in no event less than thirty days, except in cases of emergency
5 involving critical illnesses. Insurance benefits will be continued for the Administrator at
6 his/her own expense if she/he so requests and if he/she meets eligibility requirements.
7

8 ARTICLE 12
9 TRAVEL AND CELL PHONE EXPENSES

10
11 A. REIMBURSEMENT FOR BUSINESS-RELATED TRAVEL MILEAGE. Administrators
12 who are authorized and required by the Superintendent to travel in the performance of their
13 duties shall be reimbursed for travel in their personal automobiles at the maximum current
14 IRS rate per mile effective on the date the IRS announces the rate. Reimbursement shall be
15 conditioned upon the receipt of mileage reports.
16

17 B. ADMINISTRATORS LIVING OUTSIDE PORTLAND. For Administrators living outside
18 the City of Portland, mileage to evening and weekend activities shall be calculated from
19 Portland City Limits to the event and then from the event back to Portland City Limits.
20

21 C. CELL PHONES. Administrators shall have the option to receive a stipend of \$50 per
22 month toward the expenses associated with using their personal cell phone for work, or to
23 receive a District-issued cell phone from among those devices the District is able to
24 purchase for a nominal fee (free or 99 cents). As of June 2017, the following devices
25 were available for a nominal fee: **iPhone SE (16GB), iPhone SE (64GB), and iPhone 6S (32GB).**
26

27 ARTICLE 13
28 SABBATICAL LEAVE

29
30 A. Sabbatical leave may be granted to an Administrator for study related to his/her teaching
31 field or school administration, or for travel related to his/her teaching field or school
32 administration, or for other reasons of value to the school system, all subject to the approval
33 of the Board which will not be unreasonably withheld, and all subject to the following
34 conditions.
35

36 1. Sabbatical leave shall be granted to a maximum of one administrator at any one
37 time.
38

39 2. Notice of intent to apply for sabbatical leave must be received by the Office of the
40 Superintendent in writing no later than January 1 of the school year preceding the
41 year of such leave. The administrator must make application no later than February
42 1 and shall also complete said school year. Action shall be taken by the Board on
43 any such request no later than April 1 of the school year preceding the school year
44 for which the sabbatical leave is requested. In the case of a sabbatical leave request
45 for January through August (one-half year), the request shall be made by June 1 of

1 the preceding year, and the Board approval shall be given in accordance with section
2 A above by September 1.

- 3
- 4 3. The administrator requesting sabbatical leave shall have completed at least seven
5 consecutive full-time school years of service in the Portland School system since
6 his/her last prior sabbatical leave, if any.
7
- 8 4. An administrator on sabbatical leave (either for one-half (1/2) of a school year or for
9 a full school year) shall be paid by the Board at 50% of the salary rate, which he/she
10 would have received if he/she had remained actively employed by the Board.
11
- 12 5. Upon return from sabbatical leave, an administrator shall be placed on the salary
13 schedule at the level which he/she would have attained had he/she remained actively
14 employed in the system during the period of his/her absence.
15
- 16 6. Before receiving sabbatical leave under the provisions of this Article, the
17 administrator shall agree in writing with the Board that he/she will return to the
18 Portland School system for a period of not less than two years, and also that, in the
19 event of breach of such agreement, he/she will repay the Board all sums advanced
20 for his/her sabbatical leave, in proportion to the fulfillment of his/her two-year
21 reemployment commitment.
22
- 23 7. An administrator granted a sabbatical leave shall have the right to return to a
24 position substantially equivalent to his/her former position or, subject to the
25 approval of the Superintendent, his/her former position.
26

27 ARTICLE 14
28 ADMINISTRATOR RIGHTS

- 29
- 30 A. All administrators shall have the right to become members of the Association, to refrain
31 from doing so and to discontinue membership therein at any time. No employee shall be
32 favored or discriminated against either by the Board or Association because of his/her
33 membership or non-membership in the Association or for engaging in Association activities
34 not barred by this agreement or by law.
35
- 36 B. After a period of two (2) full, consecutive years of employment as an administrator in the
37 Portland School Department, no administrator shall be dismissed, suspended or otherwise
38 disciplined without just cause.
39
- 40 C. After successful completion of two or more years of employment as an administrator a
41 decision to renew an administrators contract for a period not to exceed three (3) years may
42 be made by the Superintendent and the Board as based upon a performance based
43 evaluation of the administrator. Successful performance based evaluations must continue in
44 order for any administrator to maintain a multi-year contract.
45

1 D. With regard to a reduction in force, the following provisions specify the procedure for
2 terminating contracts.

3
4 REDUCTION IN FORCE PROCEDURE

- 5
6 1. In deciding which contracts shall be terminated due to a reduction in force, the
7 Board shall determine the overall ability and qualifications of each person in the
8 appropriate impact area with regard to meeting the needs of the students and the
9 school over the short and long term. Individuals possessing the most ability and
10 qualifications shall be retained. This determination shall be based primarily on the
11 Administrator's performance evaluations, using the District's performance
12 evaluation tool. Where performance evaluations are deemed substantially equal,
13 experience, training and/or additional certifications, along with any other factors
14 determined to be pertinent to assessing ability and qualifications will be considered.
15
16 2. Where ability and qualifications are determined to be substantially equal, the most
17 senior individual shall be retained. Ability and qualifications shall be determined by
18 the Board and shall not be subject to review except for arbitrary or capricious action.
19
20 3. Not less than thirty (30) calendar days (except in exigent circumstances) prior to
21 Board action to eliminate the position of any Administrator, the Superintendent or
22 designee shall notify the Association, and thereafter the Association shall be given
23 an opportunity to meet with, consult with, and make recommendations to the
24 Superintendent or designee with respect to which Administrator(s) will be laid off.
25
26 4. An Administrator who is notified that he or she will be laid off shall be granted up
27 to three (3) days of leave with pay, upon request and approved by the
28 Superintendent, for the purpose of seeking alternate employment, subject to
29 reasonable advance notice to the Superintendent.
30

31 SENIORITY LIST AND DEFINITIONS

- 32
33 1. Prior to November 15 of each school year, the Superintendent or designee shall
34 provide the Association with a list of all Administrators in the bargaining unit. The
35 Administrators shall be listed within impact areas by seniority.
36
37 2. DEFINITION OF SENIORITY. Seniority shall be calculated by computing the
38 length of an Administrator's continuous full-time employment in his or her current
39 impact area. Where two or more Administrators have the same seniority in their
40 impact area, the Administrator with the greater total number of years of employment
41 with Portland Public Schools shall be determined to have the greater seniority.
42
43 3. DEFINITION OF IMPACT AREAS. Administrators shall be ranked by seniority in
44 the following impact areas:
45
46 a. Principals: (1) Elementary, pre-K-5; (2) Middle, 6-8; (3) High, 9-12.

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- b. Asst. Principals: (1) Elementary, pre-K–5; (2) Middle, 6–8; (3) High, 9–12.
- c. Director of Portland Arts and Technology High School (PATHS).
- d. Director of the District’s Day Treatment Program.
- e. Co-Curricular/Athletic Directors.

- E. When complaints or charges concerning an administrator are made to the Board or the Superintendent about specific items of dissatisfaction, the Superintendent/designee shall reduce the complaint to writing if the complainant declines to do so and the administrator concerned shall be promptly notified and furnished with a copy of same. The administrator involved in the complaint or charge shall be given full information, including the names of witnesses and relevant documents, with respect thereto and the Administrator shall be given the opportunity to answer such charges. If the administrator is required to appear before his/her supervisor or the Board to answer such complaint or charge, he/she shall have the right to have a representative of the Association and/or legal counsel present to advise him and represent him during such meeting. In the event that disciplinary action is taken, the source or sources of the complaint shall be identified.
- F. If either civil or criminal litigation is indicated or threatened against any administrator for actions arising out of and during the course of his/her employment, the administrator shall immediately notify the Superintendent, who shall, if he/she believes the administrator has acted in a proper professional manner, comply with any reasonable request from the administrator for information in his/her possession which relates to the incident.
- G. Nothing contained herein shall be construed to deny or restrict any rights an administrator may have under the statutes of the State of Maine. Nor shall anything contained herein be construed to deny or restrict rights granted to the Board under the statutes of the State of Maine or under the Charter of the City of Portland.
- H. In any arbitration properly invoked on a dismissal, the arbitrator shall determine whether the Board based its decision upon substantial evidence. He/she shall not substitute his/her judgment for the Board if he/she finds that, on the evidence presented, a reasonable person in the prudent conduct of her/his/her affairs could have come to the decision reached by the Board and if no proof of disparate or discriminatory action is made. The arbitrator shall have the authority to revoke or modify the decision of the Board on dismissals only if he/she finds that the decision was not based on the evidence before it and/or was arbitrary, capricious or discriminatory. "Discriminatory" treatment shall be proved if persons in provable and demonstrated similar positions were treated differently for provable and demonstrated similar actions or omissions.

ARTICLE 15
ASSOCIATION RIGHTS, DUTIES, AND PRIVILEGES

- 1
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3
4 A. The Board agrees to furnish to the members of the Association when available the
5 following:
6
7 1. The annual school department financial report.
8
9 2. The agendas and minutes of all official Board of Education Meetings. (This shall
10 not be construed to require the Board to prepare and/or make available minutes of
11 any discussions during any so-called Executive Session).
12
13 3. Any reports of the Superintendent or others to the Board, if such reports are
14 officially released to the public news media by either the Superintendent or the
15 Board.
16
17 4. School census data, when available.
18
19 5. Any other available data which the Superintendent, in his/her sole discretion,
20 determines to be necessary to assist the Association in the fulfillment of its
21 professional responsibilities.
22
23 B. Whenever any representative of the Association or any administrator is scheduled by the
24 Board, or by the Superintendent, to participate during working hours in negotiations,
25 grievance proceedings, conferences, or meetings, he/she shall suffer no loss of pay.
26
27 C. The Association and its representatives shall have the right to use school buildings at all
28 reasonable hours for meetings.
29
30 D. The Association shall have the right to make reasonable use of school equipment when such
31 equipment is not otherwise in use. The Association shall reimburse the Board for the
32 reasonable cost of all materials, clerical assistance and supplies incident to such use.
33
34 E. The Association agrees to make every reasonable effort to ensure the proper professional
35 conduct of all administrators and full observance by all administrators of all provisions of
36 this agreement.
37
38 F. Administrator's children may attend Portland Public Schools tuition free.
39
40 G. The Board agrees not to change titles or duties of Association members without prior
41 notification to and consultation with the Association.
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ARTICLE 16
GRIEVANCE PROCEDURE

A "grievance", as used in this agreement, means a claim by an administrator or group of administrators that there is a disagreement or dispute as to the interpretation, meaning or application of any provision of this agreement, except provisions expressly excluded from the grievance procedure contained in this agreement.

LEVEL ONE

A. If an administrator(s) has a complaint, he/she shall meet with his/her supervisor (at which time the Association shall have the right to be present). After such meeting, if the administrator believes he/she has a grievance, it shall be processed as follows:

LEVEL TWO

B. The administrator shall present the details of such grievance in writing to the Superintendent, on the form attached hereto as Appendix B.

C. Within ten (10) days after the Superintendent receives any grievance pursuant to the procedure set forth in Section B, the Superintendent shall meet at a mutually satisfactory time and place with the grievant and a representative of the Association for the purpose of adjusting or resolving such grievance. Decisions on any grievance shall be in writing and copies shall be sent the Association and to any particular employee involved.

LEVEL THREE

D. If such grievance is not resolved to the satisfaction of the grievant as a result of the procedure set forth in Section C, the grievant may present such grievance in writing to the Board within twenty (20) days after said meeting with the Superintendent.

E. Within (20) days after the receipt of the grievance, the Board, the grievant, and representatives of the Association shall meet at a satisfactory time and place for the purpose of resolving the grievance. The Board shall, within twenty (20) days after such meeting, render its decision in writing to the grievant with a copy to the Association.

LEVEL FOUR

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

G. Within ten (10) days after such request, the parties shall select an arbitrator, but if they are unable to agree on a selection, the arbitrator shall be selected through the American Arbitration Association in accordance with the rules and procedures of the American Arbitration Association. The arbitrator shall fix a time and a place at Portland, Maine for a

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

12
13 H. The time limits for processing of grievances may be extended by written mutual agreement
14 of the parties.

15
16 I. A grievance must be commenced at Level Two not later than thirty (30) days after
17 knowledge by the administrator or administrators concerned of the event giving rise to the
18 grievance.

19
20 J. In the event a grievance is filed at such time that it cannot be processed through all the steps
21 in this grievance procedure by the end of the school work year and, if it is left unresolved
22 until the beginning of the following school work year and so irreparable harm could result
23 to a party in interest, the parties shall make all reasonable efforts to reduce the time limits
24 set forth herein so that the grievance procedure may be exhausted prior to the end of the
25 school work year or as soon thereafter as it is practicable.

26
27 K. Without the consent of both parties, two or more grievances shall not be submitted to the
28 arbitration board at the same time.

29
30 L. Anything herein contained to the contrary notwithstanding, the Superintendent, the Board,
31 and the Association may designate a representative or representatives to act in their place.

32
33 M. As herein used "days" shall mean working contract days.

34
35 N. Meetings on grievances shall not be open to the public.

36
37 ARTICLE 17
38 WORK YEAR

39
40 A. All Administrators shall be full-year employees.

41
42 B. It is recognized that on days when school is cancelled due to snow or other reasons,
43 Administrators may complete their work assignments at home. On days when school is
44 cancelled, all Administrators shall notify their immediate supervisor where they will be
45 working that day.

1 C. Administrators are part of the Leadership Team of the Portland Public Schools and as such
2 can be called upon to lead district wide committees. Administrators expected to perform
3 district wide leadership duties or other long term responsibilities, beyond the scope of their
4 job description, will be compensated for their efforts in a manner agreed upon by the
5 Association and the Superintendent. Compensation may include financial remuneration,
6 support to attend a national conference, compensatory time off, etc.
7

8 ARTICLE 18
9 FLEXIBLE BENEFITS PLAN

10
11 A. BENEFIT DOLLARS

12
13 1. Administrators shall be provided Benefit Dollars in the following amounts, which
14 may be applied as provided in this Article:

15
16 i) Administrators who became part of the PAA bargaining unit on or after July
17 1, 2011 shall be entitled to Benefit Dollars equal to (1) the cost of single
18 subscriber Northeast Delta Dental insurance and (2) the premium amount for
19 MEA Benefits Trust Anthem medical insurance at the Choice Plus rate for
20 the Adult with Child plan. Any remaining Benefit Dollars may be applied to
21 other benefit offerings under the terms of this agreement.

22
23 ii) Administrators who became part of the PAA bargaining unit before July 1,
24 2011 shall be entitled to Benefit Dollars equal to the total of (1) 100% of the
25 premium amount towards Northeast Delta Dental insurance at whatever
26 level the Administrator chooses, and (2) 90% of the MEA Benefits Trust
27 Anthem Choice Plus rate for the medical insurance plan selected by the
28 Administrator.

29
30 In order to receive Benefit Dollars based on Two Person or Family status
31 under the above, the employee must provide evidence to the Board that
32 her/his spouse/domestic partner is not eligible to receive insurance through
33 her/his employment and must notify the Board of any changes to the
34 spouse's/domestic partner eligibility. The form of such evidence shall be
35 determined by the Board. Any allocation or payment of Benefit Dollars
36 found to have been improperly made shall be deducted from the
37 employee's pay according to a mutually agreed schedule that does not
38 extend beyond the end of the contract year.

39
40 iii) The Board's share of the rate increase in 2017-18, 2018-19 and 2019-2020
41 will not exceed 3% of the prior year's rate. The increase in the employee
42 share of the premium attributable to any annual premium increase in excess
43 of 3% shall not exceed the salary increase the employee is due to receive
44 under this contract.

45
46 iv) Benefit Dollars shall be prorated for part-time Administrators.

- 1
2 2. Under the flexible benefits plan, an Administrator may elect to be covered under the
3 Standard plan instead of the Choice Plus plan. In making this election, the
4 Administrator must pay the difference between the cost of the Choice Plus plan and
5 the Standard plan.
6
7 3. Outside of Open Enrollment, an Administrator's election of options provided for
8 above may not be changed during the course of any year covered by this agreement
9 unless such Administrator has a qualifying status change for the purpose of the
10 Board's flexible benefit plan.
11

12 B. USE OF BENEFIT DOLLARS
13

14 Administrators are eligible to participate in, and may apply Benefit Dollars toward the cost
15 of, any of the benefit options described below. Benefit elections must be made annually
16 during a period selected by the Board. During the Open Enrollment Period, Administrators
17 may add, drop or change the level of medical or dental insurance, change medical insurance
18 plans, and change the amount of contributions to medical and dependent care reimbursement
19 accounts. Other than during the Open Enrollment Period, benefit elections may not be
20 changed unless the employee has a qualifying status change, which permits an election
21 change under the Internal Revenue Code.
22

23 1. Medical Insurance
24

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

31 2. Dental Insurance
32

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

40 3. Medical/Dental Care Expense Reimbursement Accounts
41

42 Administrators may elect to establish and make semi-monthly contributions to
43 medical/dental care expense reimbursement accounts. The maximum amount of such
44 contributions and the maximum amount that may be rolled over from one plan year to
45 the next are both set by the Internal Revenue Code and are subject to change.
46 Contributions will be deducted from Benefit Dollars, to the extent available. Any

1 contributions not made out of Benefit Dollars will be deducted from the
2 Administrator's pay on a pre-tax basis. Medical/dental care expense reimbursement
3 accounts will be managed by MSMA. Reimbursements from medical/dental care
4 expense reimbursement accounts will be governed by the Internal Revenue Code and
5 the Portland School Department Medical and Dental Care Expense Reimbursement
6 Plan.

7
8 4. Dependent Care Expense Reimbursement Accounts
9

10 Administrators may elect to establish and make semi-monthly contributions to
11 dependent care expense reimbursement accounts. The maximum amount of such
12 contributions is set by the Internal Revenue Code and is subject to change.
13 Contributions will be deducted from Benefit Dollars, to the extent available. Any
14 contributions not made out of Benefit Dollars will be deducted from the
15 Administrator's pay on a pre-tax basis. Dependent care expense reimbursement
16 accounts will be managed by MSMA. Reimbursements from dependent care expense
17 reimbursement accounts will be governed by the Internal Revenue Code and the
18 Portland School Department Dependent Care Assistance Plan.

19
20 5. Compensation In Lieu of Benefits
21

22 Any Administrator who is now and was employed as of July 1, 2017 will be given the
23 opportunity to: (a) elect no medical insurance coverage, if the Administrator
24 documents to the satisfaction of the Board that he/she is otherwise covered; or (b)
25 elect to reduce medical insurance coverage to a level less than that for which the
26 currently participating Administrator is eligible so long as the Administrator was
27 receiving insurance coverage at that level as of July 1, 2017. Any Administrator who
28 elects no coverage or elects to receive a reduced level of coverage may elect to
29 receive an amount equal to one-half (1/2) the amount the Board saves as a result of
30 such election either in cash (which is fully taxable) or apply such amount to other
31 benefits which may be available under the flexible benefits plans. These elections
32 will be available pursuant to the flexible benefits plan described herein and are
33 subject to the requirements of the Internal Revenue Code and the regulations
34 regarding such elections.

35
36 6. Taxable Income
37

38 Any Benefit Dollars paid to an Administrator as taxable income will be governed by
39 and subject to the requirements of the Internal Revenue Code and the regulations
40 regarding such elections.

41
42 Notwithstanding anything contained to the contrary herein, the Board reserves the
43 right to institute a new program of insurance providing benefits substantially equal or
44 superior to those described above.
45

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ARTICLE 19
ADMINISTRATOR EVALUATION

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33
- A. The Board and the Association agree to meet and consult regarding areas of administrator evaluation. The Association further agrees to collaborate with the Board and the Portland Education Association in the development of a performance evaluation system affecting both Administrators and Educators.
 - B. By May 15 of each school year, the appropriate immediate supervisor shall confer with each administrator to review and document the administrator's effectiveness. Prior to June 30, the supervisor will present his/her final written evaluation to the administrator.
 - C. Each administrator shall develop his/her goals and objectives collaboratively with his/her immediate supervisor.
 - D. Significant performance problems will be brought to the attention of the administrator by his/her immediate supervisor as soon as practicable in an effort to correct the problem. No material critical of an administrator shall be placed in his/her personnel file without the knowledge of the administrator. Administrators shall have the right to attach a rebuttal to any evaluation or adverse material placed in an administrator's personnel file. The administrator shall further have the right to examine his/her individual personnel file under reasonable conditions established by the Superintendent.

34
35
36

ARTICLE 20
TEMPORARY ADMINISTRATIVE PERSONNEL VACANCIES

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38
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40
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43

In the event that a Principal is absent or plans to be away from his/her school responsibilities for more than five (5) consecutive work days, exclusive of any vacation periods, the school's Assistant Principal(s) shall serve in the temporary capacity as Principal, and each Assistant Principal who serves in this capacity shall be paid an additional \$50 per day. In the event of the vacancy of an Assistant Principal, the position will be filled as mutually agreed upon by the Principal and Superintendent.

44
45
46

ARTICLE 21
JOB VACANCIES

- A. The Board agrees that notices of vacancies shall be posted on the district's website at least ten (10) calendar days before the application deadline, except in July and August when vacancies shall be posted at least five (5) calendar days before the application deadline. Prior to posting an Administrator vacancy, the Superintendent or designee shall consult with the Association regarding the decision to post the position for internal or for internal and external applicants.
- B. Within fifteen (15) days after filling the vacancy, the Superintendent shall give written notice thereof to all Administrators who shall have made written application for said position. Within five (5) days after receipt of such notice, an Administrator who was not

1 selected to fill said vacancy may request a conference with the Hiring Administrator to
2 discuss with her/him the reasons for her/his decision. Such conferences shall be scheduled
3 as soon as practicable.
4

5 C. In the filling of vacancies as set forth above, any Administrator presently employed by the
6 Board, who applies for a position and meets the stated qualifications for the position, shall
7 be scheduled for an interview. If the foregoing procedures have been followed, the
8 Superintendent's decision as to who shall fill a vacancy shall be final.
9

10 D. Any Administrator intending to resign must provide to the Director of Human Resources at
11 least thirty (30) calendar days advance written notice of his/her resignation. Notice may be
12 waived by the Superintendent/designee when appropriate.
13

14 E. The provisions of this Article shall not be construed so as to limit the scope of the
15 Superintendent's discretion as to who shall be appointed to an acting position, and any
16 decision thereon shall be final.
17

18 F. Administrators will participate in the collaborative process of interviewing candidates for
19 Principals and District leadership vacancies. The Association shall appoint one
20 Administrator to serve on interview committees for such vacancies.
21

22 ARTICLE 22
23 REASSIGNMENTS OR TRANSFERS
24

25 A. Written notice of a reassignment or transfer not requested by an administrator, stating the
26 reasons for the transfer, shall be given to the administrator as soon as practicable (normally,
27 except in cases of extreme emergency, at least thirty (30) days before the date of such
28 reassignment or transfer) by the Superintendent under whom the administrator was assigned
29 prior to the new assignment or transfer.
30

31 B. Within ten days after receipt of such notification, an administrator may make a request in
32 writing for a meeting with the Superintendent to discuss reasons for the new assignment or
33 transfer.
34

35 C. A representative of the Association may attend said meeting if requested by the
36 administrator.
37

38 D. Such meeting with the Superintendent shall be held as soon as practicable (normally, except
39 in cases of extreme emergency, within at least 20 days) after receipt of a request therefore
40 by the administrator.
41

42 E. If the foregoing procedures have been followed, the decision of the Superintendent as to
43 whether the administrator shall be reassigned or transferred shall be final.
44

45 F. If an administrator is reassigned to an Association position, the salary level for which is less
46 than that of the position held prior to the reassignment, the administrator's salary level as of

1 the date immediately preceding the effective date of the reassignment (the "red circled"
2 salary level) will be maintained until the salary level for the reassignment position equals or
3 exceeds the red-circled level, at which time the administrator's salary level will be that
4 specified for the position to which the administrator was reassigned. Future salary is
5 dependent upon a comparative review of salaries as based upon MSMA and MPA data.

6
7 **ARTICLE 23**
8 **CONTINUING EDUCATION**
9

10 A. **STIPEND FOR POST-MASTER'S DEGREE EDUCATION.** Administrators shall be
11 paid an additional \$1,000 per year upon completion of each planned program beyond the
12 Master's Degree that will lead to an advanced graduate certificate, or 30 hours towards a
13 Doctoral Degree, or upon completion of 30 hours beyond a Master's Degree in a planned
14 program of study approved by the Superintendent.

15
16 B. **VOLUNTARY CONTINUING EDUCATION.** Each school year, Administrators shall
17 be eligible for reimbursement of expenses related to course work or other academic
18 studies that have been determined to be of value to the district, up to the dollar value
19 equivalent of six (6) credit hours at the graduate rate of the University of New England.
20 To be eligible for this funding, the formal academic studies must be pre-approved by the
21 Superintendent. In exceptional circumstances, the Superintendent may make exceptions
22 to the amount of funding available.

23
24 For purposes of this Paragraph B, academic studies will be considered to be "of value to
25 the district" if the Administrator submits persuasive evidence that a course of study:

- 26
27 1. Is in one of the following areas of identified district need: English as a
28 Second Language, poverty, adolescent literacy, early childhood education,
29 special education, race/bias/equity, technology, project-based learning, or
30 trauma-informed approaches to instruction; or
31
32 2. Will make a significant contribution to improvement in the
33 Administrator's ability to perform in his or her current assignment. An
34 example would be course work towards attaining a Doctoral Degree.

35
36 C. **REQUIRED CONTINUING EDUCATION.** All expenses reasonably related to any
37 continuing education that is required by the Superintendent shall be reimbursed.
38

39 **ARTICLE 24**
40 **SALARIES**
41

42 A. **STEPS.** The steps on the Salary Scale are to be used as a guide for initial placement
43 related to years of experience. The Superintendent or designee shall consult with the
44 Association concerning the placement of all newly hired Administrators on the Salary
45 Scale. The steps on the Salary Scale are used for step movement only in years when steps
46 are granted under this Agreement. Because steps are not necessarily granted annually, an

1 Administrator's step may not be indicative of the Administrator's years of experience.
2 Human Resources will maintain years of experience data for every Administrator.
3

4 **B. LEVELS.**

- 5
6 1. Based on the size of and the grades taught at the school where an Administrator is
7 assigned, the following Levels shall be used for salary placement of
8 Administrators.
9

School Size/Level	Salary Scale Level
Not currently in use	1
< 200 Elementary and Bayside	2
200-350 Elementary	3
Not currently in use	4
350-600 Elementary and PATHS	5
Middle Schools and Casco Bay High	6
Co-Curricular	AP 7
High Schools	8

- 10
11 2. For purposes of this Article 24, an elementary school's size shall be assessed
12 using settled October 1 enrollment data.
13
14 a. In the event that an elementary school's enrollment drops below a school
15 size threshold identified above, the school's Administrators shall retain
16 their Salary Scale Level until the next set of October 1 enrollment data
17 becomes available. If the second set of enrollment data confirms that
18 enrollment has dropped below a school size threshold, the school's
19 Administrators shall be placed on the Salary Scale Level that corresponds
20 to the school's current enrollment.
21
22 b. An Administrator's step placement on a lower Salary Scale Level shall not
23 result in a reduction in salary. An Administrator who is moved to a higher
24 step or placed above the top of the Salary Scale, as a result of this
25 adjustment, shall remain at that salary until the Salary Scale catches up to
26 them.
27
28 c. In the event that an elementary school's enrollment rises above a school
29 size threshold identified above, the school's Administrators shall be
30 moved to the higher Salary Scale Level at the same step, retroactive to the
31 start of the current school year.
32
33

- 1 3. The Co-Curricular/Athletic Directors shall be placed on the Assistant Principal
2 Salary Scale at Level 7. Any Co-Curricular/Athletic Director who is hired
3 without the Assistant Principal license must be eligible for Conditional Assistant
4 Principal licensure and shall continue to make measurable annual progress
5 towards attaining Professional or Provisional Assistant Principal licensure, which
6 shall be attained within three (3) years of the date of hire.
7
8 4. The Director of Adult Education shall be placed on a salary scale that is separate
9 from the Principals and Assistant Principals.

10
11 C. SALARY SCALES. The Salary Scales are in Appendix A.
12

13 ARTICLE 25
14 NEGOTIATION PROCEDURES
15

- 16 A. The Board agrees to meet within 10 days after receipt of written notice from the Association
17 requesting a meeting for collective bargaining purposes to begin negotiating with the
18 Association pursuant to 26 M.S.R.A. 965, in accordance with the procedure set forth herein,
19 to secure a successor agreement. Any agreement so negotiated shall apply to all
20 Administrators, be reduced to writing, and upon ratification be adopted by both the Board
21 and the Association, and be signed by the designated representative of the Board and the
22 Association.
23
24 B. During negotiations, the Board and the Association shall present relevant data, exchange
25 points of view and make available to the Association for inspection at any time during the
26 year all records, data, and information of the Portland Public Schools system.
27
28 C. Neither party in any negotiations shall have control over the selection of the negotiating
29 representatives of the other party. The parties mutually pledge that their representatives
30 shall be clothed with all necessary power and authority to consider proposals, and to make
31 counter proposals in the course of negotiations; provided, that the Board and the
32 Association reserve the right to ratify or reject the final contract as agreed upon by the
33 negotiators.
34
35 D. Representatives of the Board and the Association's negotiation committee shall meet when
36 mutually agreed for the purpose of reviewing the administration of this agreement and to
37 resolve problems that may arise with its administration.
38

39 ARTICLE 26
40 TERM OF AGREEMENT
41

42 This Agreement shall govern the rights of the parties during the period from July 1, 2017
43 through June 30, 2020.
44

45 During the term of this Agreement, the parties shall not request to renegotiate any of the
46 provisions of this Agreement or be entitled to negotiate on any other item.

1
2 IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day
3 and year first above written.
4

5
6 PORTLAND BOARD OF EDUCATION

7
8 BY *Anna Trevorn* 6-28-17
9 Its Chairperson Date
10

11
12 PORTLAND ADMINISTRATORS' ASSOCIATION

13
14 BY *Robert L. Morgan* 7/23/17
15 Its President Date
16
17

APPENDIX A – SALARY SCALES

PRINCIPAL SCALE 2017-18 (Steps + 1.5% salary increase)											
	STEP→	1	2	3	4	5	6	7	8	9*	10**
L E V E L	1	79,353	80,940	82,529	84,210	85,893	87,611	89,363	91,150	92,973	96,692
	2	81,179	82,809	84,460	86,149	87,872	89,630	91,422	93,251	95,116	98,920
	3	83,046	84,707	86,401	88,130	89,893	91,691	93,525	95,396	97,303	101,196
	4	84,956	86,655	88,388	90,155	91,958	93,798	95,674	97,587	99,539	103,521
	5	86,910	88,649	90,422	92,230	94,075	95,957	97,875	99,833	101,830	105,903
	6	88,909	90,687	92,501	94,351	96,238	98,164	100,127	102,129	104,172	108,339
	7	90,953	92,772	94,628	96,520	98,451	100,420	102,427	104,476	106,565	110,828
	8	93,038	94,955	96,909	98,903	100,937	102,999	105,089	107,207	109,353	113,680

ASSISTANT PRINCIPAL SCALE 2017-18 (Steps + 1.5% salary increase)											
	STEP→	1	2	3	4	5	6	7	8	9*	10**
L E V E L	1	69,810	71,205	72,629	74,082	75,563	77,073	78,616	80,187	81,791	85,063
	2	71,416	72,843	74,302	75,788	77,304	78,850	80,427	82,033	83,676	87,023
	3	73,058	74,520	76,010	77,530	79,081	80,663	82,277	83,923	85,601	89,025
	4	74,738	76,233	77,758	79,312	80,899	82,516	84,167	85,850	87,567	91,070
	5	76,458	77,987	79,547	81,138	82,761	84,416	86,103	87,826	89,583	93,166
	6	78,216	79,780	81,376	83,004	84,663	86,358	88,085	89,846	91,643	95,309
	7	80,015	81,615	83,247	84,911	86,610	88,342	90,108	91,911	93,749	97,489
	8	81,852	83,488	85,168	86,891	88,649	90,442	92,270	94,133	96,031	100,000

PRINCIPAL SCALE 2018-19 (Steps + 1.5% salary increase)											
	STEP→	1	2	3	4	5	6	7	8	9	10
L E V E L	1	80,544	82,154	83,797	85,473	87,182	88,925	90,704	92,518	94,368	98,143
	2	82,397	84,045	85,727	87,441	89,190	90,974	92,794	94,649	96,542	100,404
	3	84,292	85,977	87,697	89,452	91,241	93,066	94,928	96,826	98,763	102,713
	4	86,230	87,955	89,713	91,507	93,338	95,205	97,109	99,051	101,032	105,073
	5	88,214	89,978	91,778	93,614	95,486	97,396	99,344	101,331	103,357	107,492
	6	90,242	92,047	93,889	95,767	97,682	99,636	101,629	103,661	105,733	109,964
	7	92,318	94,164	96,047	97,968	99,928	101,926	103,964	106,043	108,164	112,490
	8	94,442	96,321	98,234	100,182	102,165	104,183	106,236	108,324	110,447	114,932

ASSISTANT PRINCIPAL SCALE 2018-19 (Steps + 1.5% salary increase)											
	STEP→	1	2	3	4	5	6	7	8	9	10
L E V E L	1	70,857	72,273	73,719	75,194	76,696	78,230	79,795	81,390	83,018	86,339
	2	72,488	73,937	75,417	76,925	78,464	80,032	81,633	83,266	84,931	88,329
	3	74,154	75,637	77,150	78,693	80,268	81,873	83,511	85,181	86,885	90,360
	4	75,859	77,376	78,924	80,502	82,112	83,754	85,430	87,138	88,880	92,436
	5	77,605	79,157	80,740	82,355	84,002	85,683	87,395	89,144	90,927	94,564
	6	79,389	80,976	82,597	84,249	85,933	87,653	89,406	91,194	93,018	96,738
	7	81,215	82,839	84,496	86,185	87,909	89,667	91,460	93,289	95,153	98,961
	8	83,087	84,748	86,443	88,173	89,938	91,738	93,572	95,441	97,345	101,205

PRINCIPAL SCALE 2019-20 (Steps)											
	STEP→	1	2	3	4	5	6	7	8	9	10
L E V	1	80,544	82,154	83,797	85,473	87,182	88,925	90,704	92,518	94,368	98,143
	2	82,397	84,045	85,727	87,441	89,190	90,974	92,794	94,649	96,542	100,404
	3	84,292	85,977	87,697	89,452	91,241	93,066	94,928	96,826	98,763	102,713
	4	86,230	87,955	89,713	91,507	93,338	95,205	97,109	99,051	101,032	105,073
	5	88,214	89,978	91,778	93,614	95,486	97,396	99,344	101,331	103,357	107,492
	6	90,242	92,047	93,889	95,767	97,682	99,636	101,629	103,661	105,733	109,964
	7	92,318	94,164	96,047	97,968	99,928	101,926	103,964	106,043	108,164	112,490
	8	94,442	96,321	98,234	100,182	102,165	104,183	106,236	108,324	110,447	114,932

ASSISTANT PRINCIPAL SCALE 2019-20 (Steps)											
	STEP→	1	2	3	4	5	6	7	8	9	10
L E V	1	70,857	72,273	73,719	75,194	76,696	78,230	79,795	81,390	83,018	86,339
	2	72,488	73,937	75,417	76,925	78,464	80,032	81,633	83,266	84,931	88,329
	3	74,154	75,637	77,150	78,693	80,268	81,873	83,511	85,181	86,885	90,360
	4	75,859	77,376	78,924	80,502	82,112	83,754	85,430	87,138	88,880	92,436
	5	77,605	79,157	80,740	82,355	84,002	85,683	87,395	89,144	90,927	94,564
	6	79,389	80,976	82,597	84,249	85,933	87,653	89,406	91,194	93,018	96,738
	7	81,215	82,839	84,496	86,185	87,909	89,667	91,460	93,289	95,153	98,961
	8	83,087	84,748	86,443	88,173	89,938	91,738	93,572	95,441	97,345	101,205

* Step 8 to Step 9 = 2% ** Step 9 to Step 10 = 4%

ADULT ED DIRECTOR 2017-18 (Steps + 1.5% salary increase)										
STEP→	1	2	3	4	5	6	7	8	9	10
1	71,046	72,467	73,916	75,394	76,902	78,440	80,009	81,609	83,241	86,571

ADULT ED DIRECTOR 2018-19 (Steps + 1.5% salary increase)										
STEP→	1	2	3	4	5	6	7	8	9	10
1	72,112	73,554	75,025	76,525	78,056	79,617	81,209	82,833	84,490	87,869

ADULT ED DIRECTOR 2019-20 (Steps)										
STEP→	1	2	3	4	5	6	7	8	9	10
1	72,112	73,554	75,025	76,525	78,056	79,617	81,209	82,833	84,490	87,869

* Step 8 to Step 9 = 2% ** Step 9 to Step 10 = 4%

APPENDIX B
PORTLAND ADMINISTRATORS' ASSOCIATION
GRIEVANCE FORM

Grievant's Name _____

Work Location _____

Job Title: _____

Description of Alleged Contract Violations: _____

Date of Occurrence of Alleged Violations: _____

Remedy Sought: _____

1. Level Two: Superintendent

Date Received: _____ Date Answered _____

Disposition: Denied _____ Granted: _____

Reason (Be Specific): _____

Level Two: I am not satisfied with the outcome at Level Two and wish to proceed to Level Three.

Signature of Grievant or Association Representative:

_____ Date: _____

2. Level Three: Board

Date Received: _____ Date Answered _____

Disposition: Denied _____ Granted: _____

Reason (Be Specific): _____

Board Representative's Signature:

_____ Date: _____

I am/am not satisfied with the outcome at Level Three and wish to proceed to Level Four.

Signature of Grievant or Association Representative:

_____ Date: _____

3. Level Four: Arbitration

The grievant is not satisfied with the outcome at Level Three and the Association wishes to proceed to arbitration.

Association Officer's Signature:

_____ Date: _____

APPENDIX C

PORTLAND PUBLIC SCHOOLS P.A.A. SICK BANK ENROLLMENT FORM

A Sick Leave Bank is hereby established whereby an employee covered by the P.A.A. Bargaining Agreement, faced with a personal or immediate family member's serious health condition, as defined by the Family and Medical Leave Act, may borrow sick leave not yet accumulated. The following applies:

1. Participation: Optional
2. Enrollment: July 1, 1997 for employees of the PAA bargaining unit hired prior to July 1, 1997.
Effective date of hire for employees hired July 1, 1997 or after
3. Contribution: Three (3) days per participating employee
4. 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 Medical Certification.
 - c. An employee may withdraw membership from the bank at any time, but may not withdraw the contributed days. Any membership withdrawal request must be made in writing to Human Resources.
 - d. An employee on Worker's Compensation will receive an amount equal to the difference between their regular pay and their Worker's Compensation allowance.
5. Repayment: Employees withdrawing days from the bank must return these days at a maximum of five (5) days of his/her sick leave on July 1st or the succeeding contract year and each year thereafter until the days are repaid. In the event of hardship, employees may appeal to Human Resources to change the rate of repayment.

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

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

6. Replenishment: All unused sick leave bank days will be carried over to the next school year. In the event that total is less than sixty (60), all participating members will be assessed one day.
7. Employees who wish to borrow days should contact the Human Resources Office for an application.
8. If there are extenuating circumstances such as two (2) major draws in one year, the Director of Human Resources will meet with the PAA to determine course of action.

Sick Bank Participation Authorization Employees covered by P.A.A. Agreement

- YES**, I want to participate in the Sick Leave Bank Program and authorize three (3) days from my sick leave accumulation to be donated to the Bank.
- NO**, I do not want to participate in the Sick Bank Program.

NAME (printed) _____

Employee ID # _____

SIGNATURE _____

DATE _____

APPENDIX D

PORTLAND PUBLIC SCHOOLS
P.A.A. SICK BANK APPLICATION FORM

Please complete this application to borrow days from the Sick Bank and return with a Medical Certification 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 per year may be borrowed; and, 3) 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 July 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 Director of Human Resources 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 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.

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