AGREEMENT
between the
PORTLAND BOARD OF EDUCATION OF
THE
CITY OF PORTLAND
and the
PORTLAND ADMINISTRATORS’ ASSOCIATION
July 1, 2017 through June 30, 2020
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>TABLE OF CONTENTS</td>
<td>1</td>
</tr>
<tr>
<td>PREAMBLE</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE 1 – RECOGNITION</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE 2 – DEFINITIONS</td>
<td>1</td>
</tr>
<tr>
<td>BOARD</td>
<td>1</td>
</tr>
<tr>
<td>ASSOCIATION</td>
<td>1</td>
</tr>
<tr>
<td>SUPERINTENDENT</td>
<td>2</td>
</tr>
<tr>
<td>ADMINISTRATOR</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 3 – MANAGEMENT RIGHTS</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 4 – SAVINGS CLAUSE</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 5 – STRIKES AND SANCTIONS</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 6 – ASSOCIATION DUES AND OTHER DEDUCTIONS FROM SALARY</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 7 – CURRICULUM CHANGES AND STAFF PATTERNS</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 8 – COOPERATION</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 9 – SICK LEAVE</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 10 – TEMPORARY LEAVE OF ABSENCE</td>
<td>5</td>
</tr>
<tr>
<td>HOLIDAYS</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE 11 – EXTENDED LEAVE OF ABSENCE</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE 12 – TRAVEL AND CELL PHONE EXPENSES</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE 13 – SABBATICAL LEAVE</td>
<td>8</td>
</tr>
<tr>
<td>ARTICLE 14 – ADMINISTRATOR RIGHTS</td>
<td>9</td>
</tr>
<tr>
<td>REDUCTION IN FORCE PROCEDURE</td>
<td>10</td>
</tr>
<tr>
<td>ARTICLE 15 – ASSOCIATION RIGHTS, DUTIES, AND PRIVILEGES</td>
<td>12</td>
</tr>
<tr>
<td>ARTICLE 16 – GRIEVANCE PROCEDURE</td>
<td>13</td>
</tr>
<tr>
<td>LEVEL ONE</td>
<td>13</td>
</tr>
<tr>
<td>LEVEL TWO</td>
<td>13</td>
</tr>
<tr>
<td>LEVEL THREE</td>
<td>13</td>
</tr>
<tr>
<td>LEVEL FOUR</td>
<td>13</td>
</tr>
<tr>
<td>ARTICLE 17 – WORK YEAR</td>
<td>14</td>
</tr>
<tr>
<td>ARTICLE 18 – FLEXIBLE BENEFITS</td>
<td>15</td>
</tr>
<tr>
<td>BENEFIT DOLLARS</td>
<td>15</td>
</tr>
<tr>
<td>USE OF BENEFIT DOLLARS</td>
<td>16</td>
</tr>
<tr>
<td>ARTICLE 19 – ADMINISTRATOR EVALUATION</td>
<td>18</td>
</tr>
<tr>
<td>ARTICLE 20 – TEMPORARY ADMINISTRATIVE PERSONNEL VACANCIES</td>
<td>18</td>
</tr>
<tr>
<td>ARTICLE 21 – JOB VACANCIES</td>
<td>18</td>
</tr>
<tr>
<td>ARTICLE 22 – REASSIGNMENTS OR TRANSFERS</td>
<td>19</td>
</tr>
<tr>
<td>ARTICLE 23 – CONTINUING EDUCATION</td>
<td>20</td>
</tr>
<tr>
<td>ARTICLE 24 – SALARIES</td>
<td>20</td>
</tr>
<tr>
<td>ARTICLE 25 – NEGOTIATION PROCEDURES</td>
<td>22</td>
</tr>
<tr>
<td>ARTICLE 26 – TERM OF AGREEMENT</td>
<td>22</td>
</tr>
<tr>
<td>APPENDIX A – SALARY SCALES</td>
<td>24</td>
</tr>
<tr>
<td>APPENDIX B – ADMINISTRATORS’ ASSOCIATION GRIEVANCE FORM</td>
<td>26</td>
</tr>
<tr>
<td>APPENDIX C – P.A.A. SICK BANK ENROLLMENT FORM</td>
<td>28</td>
</tr>
<tr>
<td>APPENDIX D – P.A.A. SICK BANK APPLICATION FORM</td>
<td>29</td>
</tr>
</tbody>
</table>
PREAMBLE

This agreement is entered into by and between the Board of Education of the City of Portland, Maine, hereinafter called the "Board" and the Portland Administrators' Association hereinafter called the "Association."

WHEREAS, the Board and the Association both recognize that providing a quality education for the students of the Portland Public Schools is a mutual aim, and that the character of such education depends in large measure upon the quality and morale of the members of the Association as well as upon policies and programs established by the Board, and

WHEREAS, the members of the Association in many instances are in a position to give advice regarding educational policies and programs, and

WHEREAS, the Board and the Association both recognize the inherent leadership role exercised by members of the Association, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE 1
RECOGNITION

The Board recognizes the Association for purposes of collective negotiations as the exclusive representative of a unit consisting of all Administrators as defined herein and employed by the Portland Board of Education.

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 the meanings indicated below wherever used in the Agreement:

1. 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.

2. ASSOCIATION - The Portland Administrators' Association unaffiliated with the teachers' bargaining agent or any other bargaining agent. Said Association may act through its President or any committee thereof or any other representative authorized to act for it in any particular situation or class of situations.
3. SUPERINTENDENT - The Superintendent of the Portland Public Schools or any other person whom the Superintendent specifically designates to act for him/her in any particular situation or class of situations.

4. ADMINISTRATOR - A full-time Principal or full-time Assistant Principal of an elementary, middle, or high school, as well as the Director of the Portland Arts and Technology High School, the Director of the District’s day treatment program, the Director of Adult Education, the Co-Curricular Directors, and any part-time Administrator who is employed at least half-time as an Administrator and is also employed in a position covered by another bargaining unit or a part-time Administrator who is not otherwise employed by the Board.

ARTICLE 3
MANAGEMENT RIGHTS

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

ARTICLE 4
SAVINGS CLAUSE

If any provision of this agreement or any application thereof to any Administrator or group of Administrators is found contrary to law, then such provision or application will be valid and subsisting only to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE 5
STRIKES AND SANCTIONS

During the term of this agreement, the Association, its officers, agents and members will not cause, sponsor, encourage or engage in any strikes, slowdowns, sanctions, professional alerts (so-called), or any other activity that might interfere with the normal operation of schools by the Board, and will not cause, sponsor, encourage or request the imposition by others of sanctions, professional alerts (so-called), or any other activities that might interfere with the normal operation of schools by the Board.
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.
ARTICLE 7
CURRICULUM CHANGES AND STAFF PATTERNS

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

ARTICLE 8
COOPERATION

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

ARTICLE 9
SICK LEAVE

A. Sick leave shall accumulate at the rate of 18.5 days per calendar year, up to the maximum number of days allowed for reimbursement in this Article 9. The 18.5 days will accumulate as follows: eight days on the first day of the employee's work year and the remaining ten and one-half days earned proportionately by work over the course of the work year.

B. In the event an Administrator retires from the Portland School System, and is immediately eligible for retirement benefits pursuant to the Maine Public Employee Retirement System, his/her accumulated, unused sick leave, up to a maximum of two hundred forty-eight (248) days, shall be paid to him/her at the rate of 25% of the days for each day of such sick leave. For purposes of this provision, per diem pay for any Administrator is determined by dividing annual salary by the number of workdays in the Administrator's work year. No benefits shall be payable under this Section to an Administrator who retires after, or as a result of, episodes or incidents involving unprofessional or dishonorable conduct on his/her part, or at a time when dismissal charges against him/her are pending or indicated. The application of this clause is subject to the grievance and arbitration procedure.

C. In the event that an Administrator, while employed by the Board, dies during the term of this agreement, a sum equal to that which would have been paid had the Administrator been eligible for retirement pursuant to the preceding paragraph shall be paid to the Administrator's surviving spouse, if any, or to the beneficiary designated by the
Administrator for Maine Public Employee Retirement System purposes or, if none, to the Administrator's estate.

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

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

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

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

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

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

ARTICLE 10
TEMPORARY LEAVE OF ABSENCE

A. Vacation

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

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

Administrators shall be entitled to the following paid holidays:

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

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

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

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

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

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

G. When, in the sole judgment of the Superintendent, an Administrator's prudent discharge of his/her responsibilities results in personal injury and disability as a result of an assault, the Administrator's regular salary shall be continued (and no deduction shall be made from
accumulated sick leave) during any period of disability occurring within the first sixty days following such assault, unless the Administrator sooner accepts some form of State retirement. Payments payable to the Administrator under the Workers' Compensation Act shall be deducted from amounts payable to the Administrator hereunder.

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

ARTICLE 11
EXTENDED LEAVE OF ABSENCE

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

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

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

1. An administrator 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 Administrator shall notify the Superintendent in writing of her decision to take such leave, and if she plans to take childrearing leave after the birth of the child, shall notify him of the date she will return to work if she is able. Except in case of emergency, the Administrator shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. She shall include with such notice a physician's statement certifying her pregnancy. An Administrator who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to perform properly her required functions. All or any portion of a leave taken by an administrator because of medical disability connected with or resulting from her pregnancy may, at the Administrator's option, be charged to her available sick leave.

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

3. Any Administrator adopting a pre-school child may receive similar leave which shall commence two weeks prior to receiving de facto custody of said child.
D. A leave of absence without pay for a maximum period of one year may, in the sole
discretion of the Board, be granted an Administrator for the purpose of caring for a sick
member of his/her immediate family, provided she/he gives the Board as much advance
notice as practicable, but in no event less than thirty days, except in cases of emergency
involving critical illnesses. Insurance benefits will be continued for the Administrator at
his/her own expense if she/he so requests and if he/she meets eligibility requirements.

ARTICLE 12
TRAVEL AND CELL PHONE EXPENSES

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

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

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

ARTICLE 13
SABBATICAL LEAVE

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

1. Sabbatical leave shall be granted to a maximum of one administrator 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 January 1 of the school year preceding the
year of such leave. The administrator must make application no later than February
1 and shall also complete said school year. Action shall be taken by the Board on
any such request no later than April 1 of the school year preceding the school year
for which the sabbatical leave is requested. In the case of a sabbatical leave request
for January through August (one-half year), the request shall be made by June 1 of
the preceding year, and the Board approval shall be given in accordance with section A above by September 1.

3. The administrator requesting sabbatical leave shall have completed at least seven consecutive full-time school years of service in the Portland School system since his/her last prior sabbatical leave, if any.

4. An administrator on sabbatical leave (either for one-half (1/2) of a school year or for a full school year) shall be paid by the Board at 50% of the salary rate, which he/she would have received if he/she had remained actively employed by the Board.

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

6. Before receiving sabbatical leave under the provisions of this Article, the administrator shall agree in writing with the Board that he/she will return to the Portland School system for a period of not less than two years, and also that, in the event of breach of such agreement, he/she will repay the Board all sums advanced for his/her sabbatical leave, in proportion to the fulfillment of his/her two-year reemployment commitment.

7. An administrator granted a sabbatical leave shall have the right to return to a position substantially equivalent to his/her former position or, subject to the approval of the Superintendent, his/her former position.

ARTICLE 14
ADMINISTRATOR RIGHTS

A. All administrators shall have the right to become members of the Association, to refrain from doing so and to discontinue membership therein at any time. No employee shall be favored or discriminated against either by the Board or Association because of his/her membership or non-membership in the Association or for engaging in Association activities not barred by this agreement or by law.

B. After a period of two (2) full, consecutive years of employment as an administrator in the Portland School Department, no administrator shall be dismissed, suspended or otherwise disciplined without just cause.

C. After successful completion of two or more years of employment as an administrator a decision to renew an administrators contract for a period not to exceed three (3) years may be made by the Superintendent and the Board as based upon a performance based evaluation of the administrator. Successful performance based evaluations must continue in order for any administrator to maintain a multi-year contract.
D. With regard to a reduction in force, the following provisions specify the procedure for terminating contracts.

REDUCTION IN FORCE PROCEDURE

1. In deciding which contracts shall be terminated due to a reduction in force, the Board shall determine the overall ability and qualifications of each person in the appropriate impact area with regard to meeting the needs of the students and the school over the short and long term. Individuals possessing the most ability and qualifications shall be retained. This determination shall be based primarily on the Administrator’s performance evaluations, using the District’s performance evaluation tool. Where performance evaluations are deemed substantially equal, experience, training and/or additional certifications, along with any other factors determined to be pertinent to assessing ability and qualifications will be considered.

2. Where ability and qualifications are determined to be substantially equal, the most senior individual shall be retained. Ability and qualifications shall be determined by the Board and shall not be subject to review except for arbitrary or capricious action.

3. Not less than thirty (30) calendar days (except in exigent circumstances) prior to Board action to eliminate the position of any Administrator, the Superintendent or designee shall notify the Association, and thereafter the Association shall be given an opportunity to meet with, consult with, and make recommendations to the Superintendent or designee with respect to which Administrator(s) will be laid off.

4. An Administrator who is notified that he or she will be laid off shall be granted up to three (3) days of leave with pay, upon request and approved by the Superintendent, for the purpose of seeking alternate employment, subject to reasonable advance notice to the Superintendent.

SENIORITY LIST AND DEFINITIONS

1. Prior to November 15 of each school year, the Superintendent or designee shall provide the Association with a list of all Administrators in the bargaining unit. The Administrators shall be listed within impact areas by seniority.

2. DEFINITION OF SENIORITY. Seniority shall be calculated by computing the length of an Administrator’s continuous full-time employment in his or her current impact area. Where two or more Administrators have the same seniority in their impact area, the Administrator with the greater total number of years of employment with Portland Public Schools shall be determined to have the greater seniority.

3. DEFINITION OF IMPACT AREAS. Administrators shall be ranked by seniority in the following impact areas:
   a. Principals: (1) Elementary, pre-K–5; (2) Middle, 6–8; (3) High, 9–12.
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

A. The Board agrees to furnish to the members of the Association when available the following:

1. The annual school department financial report.
2. The agendas and minutes of all official Board of Education Meetings. (This shall not be construed to require the Board to prepare and/or make available minutes of any discussions during any so-called Executive Session).
3. Any reports of the Superintendent or others to the Board, if such reports are officially released to the public news media by either the Superintendent or the Board.
4. School census data, when available.
5. Any other available data which the Superintendent, in his/her sole discretion, determines to be necessary to assist the Association in the fulfillment of its professional responsibilities.

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

C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings.

D. The Association shall have the right to make reasonable use of school equipment when such equipment is not otherwise in use. The Association shall reimburse the Board for the reasonable cost of all materials, clerical assistance and supplies incident to such use.

E. The Association agrees to make every reasonable effort to ensure the proper professional conduct of all administrators and full observance by all administrators of all provisions of this agreement.

F. Administrator's children may attend Portland Public Schools tuition free.

G. The Board agrees not to change titles or duties of Association members without prior notification to and consultation with the Association.
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
hearing upon reasonable notice to each party. After such hearing, the arbitrator shall promptly render a decision which shall be binding upon both parties, but the arbitrator shall have no power to render a decision which adds to, subtracts from or modifies this agreement; the decision shall be confined to the meaning of the contract provision which gave rise to the dispute. The arbitration proceedings will be conducted in accordance with the rules and procedures of the American Arbitration Association. The costs for the services of the arbitrator, including his/her per diem expenses, if any, and his/her actual and necessary travel and subsistence expenses, and the costs of a hearing room and transcript, if any, will be shared equally by the Board and the Association. All other costs will be paid by the party incurring them. If either of the parties requests a transcript for its own use, then that party requesting the transcript shall pay the cost of same.

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

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

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

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

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

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

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

ARTICLE 17

WORK YEAR

A. All Administrators shall be full-year employees.

B. It is recognized that on days when school is cancelled due to snow or other reasons, Administrators may complete their work assignments at home. On days when school is cancelled, all Administrators shall notify their immediate supervisor where they will be working that day.
C. Administrators are part of the Leadership Team of the Portland Public Schools and as such can be called upon to lead district wide committees. Administrators expected to perform district wide leadership duties or other long term responsibilities, beyond the scope of their job description, will be compensated for their efforts in a manner agreed upon by the Association and the Superintendent. Compensation may include financial remuneration, support to attend a national conference, compensatory time off, etc.

ARTICLE 18
FLEXIBLE BENEFITS PLAN

A. BENEFIT DOLLARS

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

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

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

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

   iv) Benefit Dollars shall be prorated for part-time Administrators.
2. Under the flexible benefits plan, an Administrator may elect to be covered under the
Standard plan instead of the Choice Plus plan. In making this election, the
Administrator must pay the difference between the cost of the Choice Plus plan and
the Standard plan.

3. Outside of Open Enrollment, an Administrator’s election of options provided for
above may not be changed during the course of any year covered by this agreement
unless such Administrator has a qualifying status change for the purpose of the
Board’s flexible benefit plan.

B. USE OF BENEFIT DOLLARS

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

1. Medical Insurance

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

2. Dental Insurance

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

3. Medical/Dental Care Expense Reimbursement Accounts

Administrators may elect to establish and make semi-monthly contributions to
medical/dental care expense reimbursement accounts. The maximum amount of such
contributions and the maximum amount that may be rolled over from one plan year to
the next are both set by the Internal Revenue Code and are subject to change. Contributions will be deducted from Benefit Dollars, to the extent available. Any
contributions not made out of Benefit Dollars will be deducted from the Administrator's pay on a pre-tax basis. Medical/dental care expense reimbursement accounts will be managed by MSMA. Reimbursements from medical/dental care expense reimbursement accounts will be governed by the Internal Revenue Code and the Portland School Department Medical and Dental Care Expense Reimbursement Plan.

4. Dependent Care Expense Reimbursement Accounts

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

5. Compensation In Lieu of Benefits

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

6. Taxable Income

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

Notwithstanding anything contained to the contrary herein, the Board reserves the right to institute a new program of insurance providing benefits substantially equal or superior to those described above.
ARTICLE 19
ADMINISTRATOR EVALUATION

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.

ARTICLE 20
TEMPORARY ADMINISTRATIVE PERSONNEL VACANCIES

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.

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

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

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

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

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

ARTICLE 22
REASSIGNMENTS OR TRANSFERS

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

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

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

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

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

F. If an administrator is reassigned to an Association position, the salary level for which is less
than that of the position held prior to the reassignment, the administrator's salary level as of
the date immediately preceding the effective date of the reassignment (the "red circled" salary level) will be maintained until the salary level for the reassignment position equals or exceeds the red-circled level, at which time the administrator's salary level will be that specified for the position to which the administrator was reassigned. Future salary is dependent upon a comparative review of salaries as based upon MSMA and MPA data.

ARTICLE 23
CONTINUING EDUCATION

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

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

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

1. Is in one of the following areas of identified district need: English as a Second Language, poverty, adolescent literacy, early childhood education, special education, race/bias/equity, technology, project-based learning, or trauma-informed approaches to instruction; or

2. Will make a significant contribution to improvement in the Administrator’s ability to perform in his or her current assignment. An example would be course work towards attaining a Doctoral Degree.

C. REQUIRED CONTINUING EDUCATION. All expenses reasonably related to any continuing education that is required by the Superintendent shall be reimbursed.
Administrator’s step may not be indicative of the Administrator’s years of experience.
Human Resources will maintain years of experience data for every Administrator.

B. LEVELS.

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

<table>
<thead>
<tr>
<th>School Size/Level</th>
<th>Salary Scale Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not currently in use</td>
<td>1</td>
</tr>
<tr>
<td>&lt; 200 Elementary and Bayside</td>
<td>2</td>
</tr>
<tr>
<td>200-350 Elementary</td>
<td>3</td>
</tr>
<tr>
<td>Not currently in use</td>
<td>4</td>
</tr>
<tr>
<td>350-600 Elementary and PATHS</td>
<td>5</td>
</tr>
<tr>
<td>Middle Schools and Casco Bay High</td>
<td>6</td>
</tr>
<tr>
<td>Co-Curricular</td>
<td>AP 7</td>
</tr>
<tr>
<td>High Schools</td>
<td>8</td>
</tr>
</tbody>
</table>

2. For purposes of this Article 24, an elementary school’s size shall be assessed using settled October 1 enrollment data.

   a. In the event that an elementary school’s enrollment drops below a school size threshold identified above, the school’s Administrators shall retain their Salary Scale Level until the next set of October 1 enrollment data becomes available. If the second set of enrollment data confirms that enrollment has dropped below a school size threshold, the school’s Administrators shall be placed on the Salary Scale Level that corresponds to the school’s current enrollment.

   b. An Administrator’s step placement on a lower Salary Scale Level shall not result in a reduction in salary. An Administrator who is moved to a higher step or placed above the top of the Salary Scale, as a result of this adjustment, shall remain at that salary until the Salary Scale catches up to them.

   c. In the event that an elementary school’s enrollment rises above a school size threshold identified above, the school’s Administrators shall be moved to the higher Salary Scale Level at the same step, retroactive to the start of the current school year.
3. The Co-Curricular/Athletic Directors shall be placed on the Assistant Principal Salary Scale at Level 7. Any Co-Curricular/Athletic Director who is hired without the Assistant Principal license must be eligible for Conditional Assistant Principal licensure and shall continue to make measurable annual progress towards attaining Professional or Provisional Assistant Principal licensure, which shall be attained within three (3) years of the date of hire.

4. The Director of Adult Education shall be placed on a salary scale that is separate from the Principals and Assistant Principals.

C. SALARY SCALES. The Salary Scales are in Appendix A.

ARTICLE 25
NEGOTIATION PROCEDURES

A. The Board agrees to meet within 10 days after receipt of written notice from the Association requesting a meeting for collective bargaining purposes to begin negotiating with the Association pursuant to 26 M.S.R.A. 965, in accordance with the procedure set forth herein, to secure a successor agreement. Any agreement so negotiated shall apply to all Administrators, be reduced to writing, and upon ratification be adopted by both the Board and the Association, and be signed by the designated representative of the Board and the Association.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make available to the Association for inspection at any time during the year all records, data, and information of the Portland Public Schools system.

C. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to consider proposals, and to make counter proposals in the course of negotiations; provided, that the Board and the Association reserve the right to ratify or reject the final contract as agreed upon by the negotiators.

D. Representatives of the Board and the Association’s negotiation committee shall meet when mutually agreed for the purpose of reviewing the administration of this agreement and to resolve problems that may arise with its administration.

ARTICLE 26
TERM OF AGREEMENT

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

During the term of this Agreement, the parties shall not request to renegotiate any of the provisions of this Agreement or be entitled to negotiate on any other item.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

PORTLAND BOARD OF EDUCATION

BY Anna Treverrow
Its Chairperson
16.28.17
Date

PORTLAND ADMINISTRATORS' ASSOCIATION

BY
Its President
7.23.17
Date
# APPENDIX A – SALARY SCALES

<table>
<thead>
<tr>
<th>LEVEL</th>
<th>Principal Scale 2017-18 (Steps + 1.5% salary increase)</th>
<th>Assistant Principal Scale 2017-18 (Steps + 1.5% salary increase)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Step 1</td>
<td>1</td>
</tr>
<tr>
<td>L1</td>
<td>69,110</td>
<td>71,209</td>
</tr>
<tr>
<td></td>
<td></td>
<td>71,416</td>
</tr>
<tr>
<td></td>
<td></td>
<td>73,058</td>
</tr>
<tr>
<td></td>
<td></td>
<td>74,738</td>
</tr>
<tr>
<td></td>
<td></td>
<td>76,405</td>
</tr>
<tr>
<td></td>
<td></td>
<td>78,116</td>
</tr>
<tr>
<td></td>
<td></td>
<td>80,013</td>
</tr>
<tr>
<td></td>
<td></td>
<td>81,945</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LEVEL</th>
<th>Principal Scale 2018-19 (Steps + 1.5% salary increase)</th>
<th>Assistant Principal Scale 2018-19 (Steps + 1.5% salary increase)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Step 1</td>
<td>1</td>
</tr>
<tr>
<td>L1</td>
<td>70,857</td>
<td>72,273</td>
</tr>
<tr>
<td></td>
<td></td>
<td>72,468</td>
</tr>
<tr>
<td></td>
<td></td>
<td>74,134</td>
</tr>
<tr>
<td></td>
<td></td>
<td>75,829</td>
</tr>
<tr>
<td></td>
<td></td>
<td>77,605</td>
</tr>
<tr>
<td></td>
<td></td>
<td>79,389</td>
</tr>
<tr>
<td></td>
<td></td>
<td>81,213</td>
</tr>
<tr>
<td></td>
<td></td>
<td>83,077</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LEVEL</th>
<th>Principal Scale 2019-20 (Steps + 1.5% salary increase)</th>
<th>Assistant Principal Scale 2019-20 (Steps + 1.5% salary increase)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Step 1</td>
<td>1</td>
</tr>
<tr>
<td>L1</td>
<td>70,637</td>
<td>72,273</td>
</tr>
<tr>
<td></td>
<td></td>
<td>72,468</td>
</tr>
<tr>
<td></td>
<td></td>
<td>74,134</td>
</tr>
<tr>
<td></td>
<td></td>
<td>75,829</td>
</tr>
<tr>
<td></td>
<td></td>
<td>77,605</td>
</tr>
<tr>
<td></td>
<td></td>
<td>79,389</td>
</tr>
<tr>
<td></td>
<td></td>
<td>81,213</td>
</tr>
<tr>
<td></td>
<td></td>
<td>83,077</td>
</tr>
</tbody>
</table>

*Step 8 to Step 9 = 2% **Step 9 to Step 10 = 4%
<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ADULT ED DIRECTOR 2017-18</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Steps + 1.5% salary increase</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STEP+ 1</td>
<td>71,046</td>
<td>72,467</td>
<td>73,816</td>
<td>75,194</td>
<td>76,502</td>
<td>77,840</td>
<td>80,009</td>
<td>81,609</td>
<td>83,241</td>
<td>85,571</td>
</tr>
<tr>
<td>STEP+ 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STEP+ 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ADULT ED DIRECTOR 2018-19</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Steps + 1.5% salary increase</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STEP+ 1</td>
<td>72,813</td>
<td>74,254</td>
<td>75,623</td>
<td>76,992</td>
<td>78,359</td>
<td>79,717</td>
<td>81,208</td>
<td>82,831</td>
<td>84,490</td>
<td>87,869</td>
</tr>
<tr>
<td>STEP+ 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STEP+ 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ADULT ED DIRECTOR 2019-20</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Steps</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STEP+ 1</td>
<td>72,813</td>
<td>74,254</td>
<td>75,623</td>
<td>76,992</td>
<td>78,359</td>
<td>79,717</td>
<td>81,208</td>
<td>82,831</td>
<td>84,490</td>
<td>87,869</td>
</tr>
<tr>
<td>STEP+ 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STEP+ 3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* 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): ____________________________________________

____________________________________________________________________
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: __________________________
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 _________________
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