

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the Portland Public Schools (“PPS”) and Portland Education Association (“PEA”) (collectively, “the parties”);

WHEREAS, since the start of the 2022-23 school year, there have been problems related to the payment of wages by PPS to employees represented by the PEA, including non-payment of wages, over-payment of wages, delayed payment of wages, and erroneous payment of wages; and

WHEREAS, PPS and PEA desire to work together to decrease to the extent possible any hardship to PEA membership due to these problems and create a process for addressing issues going forward;

NOW THEREFORE, the parties hereby agree as follows:

1. PPS agrees that it shall use its best efforts in accordance with the attached emails from PPS Superintendent Botana to all PEA represented staff dated November 30, 2022 to pay all employees represented by the PEA who are entitled to stipends and/or co-curricular payments any unpaid stipends and/or co-curricular payments on or before December 2, 2022,
2. PPS agrees that it shall use its best efforts in accordance with the attached emails from PPS Superintendent Botana to all PEA represented staff dated November 30, 2022 to pay all employees represented by the PEA all retroactive pay due employees pursuant to the terms of the collective bargaining agreements with the educators and ed techs on or before December 2, 2022.
3. PPS agrees that in the event that, despite its best efforts, it fails to meet the deadlines set forth in paragraphs 1 and 2, it shall pay each employee represented by the PEA who was not paid the sum of \$100 for each pay period that payment is delayed. Each payment due will be paid no later than the next pay period.
4. PPS agrees that in the event any employee feels that they have not received the total amount due them as described in paragraphs 1 and 2, or feels they have been paid at an erroneous rate, the employee will follow the following process to have their concern addressed:
 - a. the employee will contact PPS via email addressed to superintendent@portlandschools.org to describe the nature of their complaint;

- b. PPS will respond to the employee within 48 hours of receipt of the email to request any additional information it deems necessary to determine the amount, if any, owed to the employee;
 - c. PPS will pay the employee any additional amount owed to the employee within 10 days of receipt of the email or the additional information requested, whichever is later.
 - d. PPS will inform and consult with Kerrie Dowdy or Jen Cooper, depending upon which unit represents the claimant before issuing any denial.
5. PPS has established an email address (wageissues@portlandschools.org) to which employees may send request for reimbursement of incidental expenses directly incurred by employees as a result of non or late payment of wages. PPS will process requests for reimbursement as set out in an email from PPS Superintendent Botana to all PEA represented staff dated November 30, 2022.
6. PPS agrees that it shall pay employees at the wage rates established by the current collective bargaining agreements between the parties beginning December 16, 2022 (at the latest) and thereafter.
7. PPS has retained at its own expense, with the consent of the PEA, Spinglass LLC to conduct an audit of its payroll practices with regard to employees represented by the PEA. Spinglass will meet with personnel from PPS, obtain preliminary information sufficient to inform it of the scope of the project, and provide the PEA and PPS with a good faith estimate of when it will complete the audit with the goal that such audit be completed no later than January 31, 2023.
8. PPS will, during the course of the audit, provide Spinglass with all information and data it requires to complete the audit in an expeditious manner including all information requested in the letter of engagement on or before December 7, 2022..
9. Upon completion of the audit, PPS shall supply the PEA with a copy of the audit.
10. The parties anticipate that as part of its audit, Spinglass shall for the ed techs for school years 2021-22 regarding retroactive pay only and 2022-23 and for the educators for school year 2022-23:
 - a. Determine for each employee the amount the employee should have been paid established by the relevant collective bargaining agreement, the amount the employee was paid, and the difference, if any;

- b. Determine the actual pay rate paid to each employee for each pay period for each position they may hold;
 - c. Determine the amount each employee was due a stipend or co-curricular payment, if any, and whether that payment has been made.
11. The parties will meet and confer as to how PPS will address reimbursement from employees who have been overpaid in a manner that will minimize disruption to PEA membership. PPS will make no request for reimbursement until after the audit is completed.
 12. PPS agrees that by December 31, 2022, it shall provide the PEA and all employees represented by the PEA with updated and corrected amounts of paid leave employees are entitled to take.
 13. PPS will hire an outside payroll firm to handle payroll for employees represented by the PEA as soon as practicable with the expectation that this will occur within 30 days of completion of the Spinglass audit.
 14. The parties agree that nothing in this Memorandum of Understanding shall be construed to constitute a waiver by the PEA or the employees that the PEA represents of any rights under the parties' collective bargaining agreements or rights under city, state, or federal statutes pertaining to wage and hour laws, including but not limited to the Maine Employment Practices Act and the Fair Labor Standards Act

Portland Public Schools



By: Xavier Botana
Its: Superintendent

Portland Education Association



By:
Its: