

AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2009, by and between the PORTAGE PUBLIC SCHOOLS of the City of Portage, hereinafter called the "School," and the PORTAGE EDUCATION ASSOCIATION, INCORPORATED, hereinafter called the "Association," which is an affiliate of the Michigan Education Association and the National Education Association.

WITNESSETH:

WHEREAS, the School has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as to the representative of its teaching personnel with respect to wages, hours and other terms and conditions of employment:

NOW, THEREFORE, in consideration of the following mutual covenants and agreements herein contained, it is agreed as follows:

ARTICLE I – RECOGNITION

Section 1: The School hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, in regard to wages, hours and other terms and conditions of employment for the following certified personnel employed by the School:

Classroom Teachers
Guidance Counselors
Media Specialists

School Social Workers
School Psychologists
Educational Consultants

Excluded are all administrative, supervisory and executive personnel. The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit.

Section 2: The School agrees not to negotiate at any time with any teachers' organization other than that designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965. The School further agrees not to negotiate with any teachers' organization other than the Association in regard to changes in salaries or other conditions of employment to become effective during the term of this Agreement.

ARTICLE II – ASSOCIATION AND TEACHER RIGHTS

Section 1: Pursuant to Act 379 of the Public Acts of 1965, the School hereby agrees that every teacher employed by the School shall have the right freely to organize and join, or refrain from joining, the Association for the purpose of engaging in collective bargaining. As a body exercising governmental power under the laws of the State of Michigan, the School agrees that it will not interfere with, restrain or coerce any of the teachers employed by it in the enjoyment of any rights conferred by Act 379.

Section 2: The Association shall have the right to use school building facilities and equipment without rental charge, to conduct Association business. The Association agrees to abide by the rules and regulations established by the School for use of school building facilities and equipment. Such equipment shall be audio-visual and general office equipment which is normally available for teacher use.

Section 3: Bulletin boards, in the faculty lounge, shall be available for the exclusive use of the Association and the School. All materials posted by the Association shall pertain to official business of the Association or general educational information and shall bear NEA, MEA, or PEA identification.

Section 4: Inter-school mail and school mail boxes may be used by the Association to distribute official communications. Such communications shall be identified as Association business or general education information. Distribution of materials in teacher mail boxes shall be the responsibility of the Association.

Section 5: The School agrees to furnish the Association with such public information as required by law, which may be available concerning the financial resources of the School District, tentative budgetary requirements and allocations. The Association agrees that requests for such information will be made in writing through its President or designee, and that requests will be made sufficiently in advance so that the School may have ample time to prepare and/or assemble the information. Original records may be examined only at the offices of the School.

Section 6: Any complaint directed toward a teacher shall be called to the teacher's attention in writing within five (5) school days or completely dismissed as an issue. Upon receipt of any such complaint, the School shall make every effort to resolve the matter which may include a meeting between the parties involved.

Section 7: Teachers' desks and files shall not be opened or inspected without consent of the teacher. However, it is recognized by the Association that, in emergencies, the desk and files of teachers may be opened and materials necessary for the operation of the School be taken from them and used.

Section 8: The third (3rd) Monday of each month is reserved for Association meetings which may be held at the conclusion of normal working hours.

Section 9: The School agrees to grant to the Association fifteen (15) days with pay for leaves of absence and an additional ten (10) days for which the Association will reimburse the School for substitute teacher costs. These days may be used for Association business at the discretion of the Association. However, each notification of leave must be submitted at least twenty-four (24) hours in advance of the leave date and directed to the Superintendent after approval has been given by the President of the Association or his/her designee. It is agreed that these days shall not be used for purposes other than those having a direct benefit relationship to the Portage Education Association or Portage Public Schools.

Section 10: A teacher shall be entitled to have representation of the Association during any disciplinary action when such action may become part of the teacher's personnel file. When a request for a representative is made, no action shall be taken or meetings held with respect to the teacher until such representative is present.

Section 11: The School and the Association agree that they will not discriminate against any teacher with respect to wages, hours and terms and conditions of employment by reason of the teacher's membership or non-membership in the Association, the teacher's engagement in any lawful concerted activities for the purpose of collective negotiations or bargaining or other mutual aid and protection, or the teacher's institution of any grievance or complaint under this Agreement.

Section 12: All teachers shall be treated fairly and equitably. The School and the Association agree that any reprimand or discipline of teachers shall be in accordance with standards of just cause. A teacher who contends that a reprimand or disciplinary action of the School fails to meet these standards may seek redress under the provisions of the grievance procedure as outlined in Article XX of this Agreement. Additionally, teacher who receives a formal reprimand may elect to attach a rebuttal to the reprimand that would remain in the personnel file.

Section 13: Copies of this Agreement shall be printed at the expense of the School and will be made available to all teachers employed during the term of this Agreement.

Section 14: If the President of the Association is a secondary teacher, he/she shall be assigned to three (3) academic courses of teaching, with such work commencing at the beginning of normal working hours in the assigned building. The Association shall reimburse the School for forty (40%) percent of the cost of that individual's (1) Schedule A salary, (2) MPSERS, (3) Social Security and Medicare tax. If the President of the Association is an elementary teacher, that individual will work fifty (50%) percent with such work commencing at the beginning of normal working hours in the assigned building. The Association shall reimburse the School for fifty (50%) percent of the cost of that individual's (1) Schedule A salary, (2) MPSERS, (3) Social Security and Medicare tax.

All other fringe benefits that the President is eligible to receive as a full-time employee will be at the expense of the District. The President will maintain progress on the Salary Schedule equal to what the President would receive if a full-time teacher. A PEA President who is not re-elected may return to the building and assignment held prior to the election, providing such position is in existence. It is understood that this return will cause the involuntary reassignment of other teachers. If the former position of the PEA President is not in existence he/she will be assigned based upon certification and qualification. Such placement will be made in consultation with the employee. This Section is only applicable to the position of PEA President and has no bearing on the calculation of reimbursement for part-time secondary employees which is spelled out in Article VII of this Agreement.

Section 15: Building Association meetings may be scheduled after or before the school day provided such meetings do not conflict with any meetings which a majority of the building staff must attend. All such meetings are to be scheduled with the knowledge of the building principal.

Section 16: Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under the Michigan General School Laws.

ARTICLE III – ASSOCIATION AND TEACHER RESPONSIBILITIES

Section 1: The Association agrees to encourage teachers to return signed contracts for each school year so long as they are consistent with the terms of this Agreement, and as long as the School deems it necessary or required by law.

Section 2: The Association and the School recognize that strikes (as defined by law) by teachers are contrary to law and public policy.

The Association and the School agree that differences should be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program.

Section 3: The Association agrees that, during the term of this Agreement, or during any period of time while negotiations are in progress for the continuance or the renewal of this Agreement, it not direct, instigate, participate in, encourage or support any strike or any other form of work cessation against the School by any teacher or group of teachers. Also, the School agrees that, during the term of this Agreement or during any period of time while negotiations are in progress for the continuance or renewal of this Agreement, it shall not direct, instigate, participate in, or support any lock-out against the Association by the School.

Section 4: It is agreed by and between the parties hereto that, in the event any individual, group of individuals, the Association or the School violates any of the provisions contained above during the term of this Agreement or during any period of time while negotiations are in progress for the continuance or renewal of this Agreement, legal action may be initiated immediately by either party to include the request for the immediate granting of an ex parte injunction against the party in violation of these provisions, which would order the immediate return to the performance of the professional responsibilities of a teacher, group of teachers or the Association, or the reopening of the School District for the purposes of conducting school in the event the School were to engage in a lock-out. Said injunction may also order punitive damages against the party in the event they are found to be in violation of the above provisions.

Section 5: The School and the Association both recognize that the law of the State of Michigan requires that an employee who wishes to resign must submit a written notice of resignation with the School at least sixty (60) days prior to the desired date of release.

ARTICLE IV – SCHOOL'S RIGHTS

Section 1: The School, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the

foregoing, the right to the executive management and administrative control of the School System. The exercise of these powers, rights, authority, duties and responsibilities by the School and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

Section 2: It is recognized by the Association that in emergencies the desk and files of teachers may be opened and materials necessary for the operation of the School be taken from them and used. Teachers' Daily Plan Books shall always be available to the principal for his/her use and information.

Section 3: A teacher who is laid off and who is paid unemployment compensation benefits (associated with his/her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to a teacher position at the beginning of the next school year will be paid according to an annual salary rate, such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following conditions:

- (a) The total of unemployment compensation plus salary earned by employment with the School shall not be below that which the employee would have received had he/she been employed the entire school year.
- (b) The salary earned by employment with the School shall not be less than his/her salary for the same or similar period for the preceding school year.

ARTICLE V – AGENCY SHOP AND DUES DEDUCTION

Section 1: Any teacher who is a member of the Association or who applies for membership therein, may sign and deliver to the Payroll Office an assignment authorizing deduction of membership dues in the Association, including the MEA and the NEA. Dues authorizations, once filed with the School District Payroll Office, shall continue in effect until revoked by the teacher on a form available from the Association and filed with said Payroll Office. Regular dues for the above-stated organizations shall be deducted together as one (1) deduction in ten (10) equal installments beginning with the second paycheck of the school year.

Section 2: Any teacher who does not apply for membership in the Association within thirty (30) days from the commencement of his/her teaching duties shall, as a condition of employment, pay a fee to the Association equal to its dues and the dues of the MEA and the NEA. This fee may be paid in cash or the teacher may authorize payroll deduction for such fee in the same manner as provided in Section 1. Teachers who fail to comply with the above requirement shall be dismissed from their employment by the Board according to the following procedure:

- (a) The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected. The Association shall transmit a copy of said notification to the Human Resources Office.

- (b) If the teacher fails to comply, the Association may, in writing, with a copy sent to the teacher, demand that the Board terminate the teacher's employment.
- (c) The Board, upon receipt of such demand for termination, shall act on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Teachers' Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance prior to discharge, charges shall be withdrawn.

Section 3: The responsibility to refund to teachers, monies deducted from their salaries pursuant to dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the School and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the School harmless from all claims of excess dues deductions.

Section 4: The Association agrees to indemnify and save the School harmless from and against any and all claims, suits and/or any other form of liability that may arise out of or by reason of any action taken by the School in reliance upon or in compliance with the terms and provisions of this Article. This Section will include the usual costs of any hearing before the Board of Education that may be required by Section 2 of this Article.

Section 5: The School agrees to make voluntary payroll deductions upon individual written authorization for the following:

- (a) Identified banks, savings and loan associations and credit unions
- (b) Annuity premiums
- (c) Health Insurance premiums as defined in Article XIX
- (d) Payment to Michigan Public School Employees Retirement System

The School agrees to disburse these deductions for the purpose intended. Procedures for these payroll deductions shall be established by the School.

Section 6: For the purpose of this Article, the term "school year" shall include the period as specified in Article XXV.

ARTICLE VI – WORKING HOURS

Section 1: The normal work day for teachers will be seven hours and 45 minutes which includes planning, supervision and lunch, as well as teaching assignments. The School has the sole responsibility consistent with the limitations within this Section for establishing the hours of work if a change in the organization of the school day is necessary.

Section 2: It is recognized that in order to operate an effective organization, the School may find it necessary to deviate from the normal working schedule. In addition to the hours specified in Sections 1 and 2, teachers may be required to attend meetings called by the School, with 24 hours notice, for not more than two (2) hours per week, unless extended by the following exceptions:

- (a) Any meetings required by law (including administrative rules and regulations imposed upon the School) may be exempted from such provision when the school has made every effort to schedule such meetings within the restrictions of this Section. Any excess shall be compensated for by compensatory release time at the beginning or the end of the teaching day following the dismissal of students.
- (b) Meetings attended by the teacher as a volunteer, elected representative or any teacher serving in a capacity governed by provisions of Schedules B and/or C shall not count in the total meeting hours.

Such meetings may be called on Monday through Thursday of a work week, except on days preceding holidays or vacations, and shall be contiguous in time to the regular school day. Such meetings shall be adjourned no later than five (5:00) p.m. Up to two (2) meetings per semester may be scheduled which will be adjourned no later than five-thirty (5:30) p.m.

At or near the start of each school year, the time of regular building staff meetings will be established by building vote.

Section 3: The Association recognizes that programs such as parent-teacher conferences, open houses and in-service sessions are an integral part of the role of a professional in an educational program. Therefore, the School may schedule up to six (6) evenings each year for these purposes, and all staff members are required to be in attendance unless specifically excused by the building administrator. Two (2) evenings each year may be scheduled without compensatory released time. Four (4) evenings each year may be scheduled with compensatory released time. Meetings of this type will not be scheduled to go beyond 10:00 p.m. and must be scheduled on Monday through Thursday of a week, except on days preceding holidays or vacations.

Section 4: New hire teachers to Portage Public Schools will be required to participate in specific Curriculum Instruction Council approved professional development activities during their first two (2) years of employment. To satisfy this requirement, it is understood that whenever possible the District will schedule CIC approved professional development activities the days immediately prior to the beginning of the school year. It is further understood that financial resources or presenter availability may dictate dates other than at the beginning of the school year.

Section 5: The conditions outlined in the above Sections shall not entitle a teacher additional compensation unless the amount of same is spelled out in Schedule B and/or C.

Section 6: For the purpose of this Agreement, the parties have agreed that a professional development day shall be six (6) hours in length. If the State mandates a different amount of

time for a professional development day, that mandate will be followed by the parties. Any other changes by the State regarding required days, required hours or other mandates relative to professional development shall result in the parties convening a meeting for the purpose of conferring and reacting to said change in State rule or regulations.

Section 7: All teachers shall be entitled to a duty-free, uninterrupted lunch period. Such lunch period shall not be less than thirty (30) minutes. On days scheduled for half day attendance for students and on days when students are not scheduled for attendance, teachers shall be entitled to a sixty (60) minute lunch period. Teachers shall be free to leave the premises.

Section 8: Teachers and principals will establish working hours within the following parameters: Teachers must report to work a minimum of fifteen (15) minutes prior to the start of the instructional day. Secondary teachers must be present for fifteen (15) minutes after student dismissal and elementary teachers must be present until students have boarded the buses.

Teachers and principals will schedule work days within the school day. It is expected that individual teacher's schedules within a building will vary. Teachers may change their regular work schedule only with the prior approval of their principal. Zero hour or 8th hour or classes scheduled outside of the normal work day will only be assigned to teachers who voluntarily express an interest to teach these classes.

Section 9: The following is a list of adjustments which are necessary for the District to approve job sharing at the elementary level.

1) It is necessary that job share participants share a common instructional style, academic expectation, a common approach to discipline and the ability to share a physical space. All requests for job sharing must be reviewed and approved/disapproved by the Principal and the administration.

Additionally, for approval to be granted, both participants must be identified before a request to job share can be made.

a. Because of the additional staff members, job sharing will be limited to no more than two (2) partnerships in each elementary building. Because of the need for continuity of instruction for younger students, job sharing partnerships may only occur in upper elementary grades 3rd, 4th and 5th.

b. Job sharing partnerships must be developed with the cooperation and approval of the building principal. Only identified partnerships between two (2) individuals will be considered for approval. It is not possible for the administration to approve a request from one teacher. There will be no posting of a second half of a job share position.

2) The teacher workday is traditionally 7 hours and 45 minutes. A job share requires that teachers communicate on a daily basis about class progress, student behavior, homework, etc. A minimum of a fifteen (15) minute overlap in schedules is essential for planning and communication. Therefore, each participant in a job share must work four (4) hours each day.

3) Hours for job sharing teachers will be 8:00 a.m. to 12:00 p.m. and 11:45 a.m. to 3:45 p.m. or any other hours that provide for a 7 hour and 45 minutes span of teacher responsibilities. It is not possible for job sharing teachers to “swing” their hours under the professional hours article of the contract. Compensatory time off cannot be made available to job sharing teachers due to attendance at meetings. To facilitate the shared teacher concept and to maintain equal responsibilities, it may be desirable for both teachers to be present to work some full days. Examples of such days are the first and last day of school and the first and last day of the teacher’s work year. The specific scheduling of a job sharing partnership must be developed and approved by the principal.

a. Other specific job sharing schedules may be approved by the principal.

4) Consistent with current practices, staff meetings, IEPs, team meetings, and committee work are important aspects of a teacher’s professional responsibilities. Both job sharing teachers are expected to attend these meetings, unless excused by the principal.

5) All parent contact sessions, such as open houses and parent teacher conferences, must be attended by both teachers, or as assigned by the principal.

6) For the continuity of instruction, if a teacher has a planned absence, the other job share participant is expected to fulfill the responsibility for the entire day of instruction. When this occurs, the teacher will be paid at the sub rate of pay for the extra half day. In the event of an unscheduled absence, the other teacher will be called first to substitute and is expected to assume this responsibility if possible. If either teacher requests an extended leave, particularly for maternity, the paired teacher is expected to assume full time responsibility for the class at regular pay. Maternity leaves in job share situations will be limited to the time that the teacher is disabled from teaching.

7) Teachers will share the budget, capital outlay, furniture, etc., that would normally be assigned to one (1) teacher.

8) Teachers will be paid at the rate of fifty (50%) percent of a full time contract and will advance one (1) full step on the salary schedule for every year of job sharing.

9) It is not possible for the School to provide any rights to future job assignment other than those specified by the collective bargaining agreement in which teachers may bid to posted job openings. If a job share teacher decides to return to full time status, that teacher must do so through the posting procedure.

a. If a job share arrangement is terminated by either the partnership or the building principal, both teachers will exercise rights to bid on full time job openings, if they are available. Seniority and the provisions of the collective bargaining agreement shall prevail. However, job share participants should be aware of the risk involved with the termination of a job share if full time positions are not available. In such a case, the least senior partner may face the possibility of a layoff.

10) The School reserves the right to assure that all special classes will be scheduled in an equitable manner.

11) It is not possible for the School to assure that all special classes will be scheduled in an equitable manner.

12) Fringe benefits are as described in the collective bargaining agreement for part time employees.

ARTICLE VII – TEACHING LOADS

The normal weekly teaching load shall be as follows:

Section 1: Senior High School

A. Twenty-five (25) assigned periods of classroom instruction, five (5) periods for preparation and conference, and five (5) seminar periods will be assigned. It is expected that teachers will be on duty at other times during working hours to give help to students or to perform other duties consistent with building regulations.

B. Part-time teachers in the high school shall have their compensation determined as follows:

one (1) class	= .17
two (2) classes	= .33
three (3) classes	= .50
four (4) classes	= .67
five (5) classes (or four classes + seminar if teacher willing to work part time and accepts assignment)	= .83
five (5) classes and no seminar at request of teacher	= .83
five (5) classes and a seminar (or equivalent assignment by mutual agreement between teacher and administrator)	= 1.00

Section 2: Middle School

A. During the seven (7) period day: Each teacher will be assigned five (5) periods of classroom instruction. Each teacher will be assigned one and one-half (1 ½) periods of planning per day.

B. Each teacher may also be assigned up to one-half (1/2) period of supervision per day.

C. The balance of the teaching load shall be designated for classroom instruction, study hall, supervision, or other duties determined by the School.

- 1) If the teaching load designated for classroom instruction includes six (6) assignments during either semester, during the alternate semester the teacher shall be assigned only four (4) assignments for classroom instruction, but not in excess of a yearly average equal to 275 minutes per day. No supervision time shall be assigned the semester the teacher has six (6) assignments.
 - a) Application of this Section may result in reasonable increases in class size.
 - b) In the alternative, a teacher assigned to classroom instruction can have six (6) assignments during one (1) semester and five (5) assignments in the alternate semester for classroom instruction which does not exceed a yearly average equal to 275 minutes per day. A teacher must voluntarily accept such assignment and, if so accepted, such teacher will not be assigned any supervision time either semester.
 - 2) If the teaching load designated for classroom instruction includes sixth grade Unified Arts, teachers who are assigned six (6) assignments during either semester, shall be assigned only five (5) assignments for classroom instruction during the alternate semester but not in excess of a yearly average equal to 275 minutes per day. No supervision shall be assigned during either semester.
 - a) Application of this Section may result in reasonable increases in class size.
 - b) In the alternative, teachers whose assignments include sixth grade Unified Arts, may be given six (6) assignments each semester, but not in excess of a yearly average equal to 275 minutes per day. A teacher must voluntarily accept such assignment and, if so accepted, such teacher will not be assigned any supervision time either semester.
 - 3) No teacher shall be given seven (7) assignments for classroom instruction.
- D. It is expected that teachers be on duty at other times during working hours to give help to students or to perform other duties consistent with administrative building regulations.

Section 3: Elementary

- A. Teachers shall be assigned to a daily average of 321 minutes of classroom instruction.
- B. Each teacher shall also be assigned a weekly average of 68 minutes of time for planning and preparation during the instructional day.
- C. A and B above assume that State required hours will remain at 1098. The student day will increase by 7 minutes to 363 instructional minutes. Teachers will be required to complete 30 hours of professional development to meet the State requirement of 1098 hours.

- D. It is agreed that the deadline for report card submission at the end of the first semester will be one (1) week after records day.
- E. Teachers will be granted an uninterrupted period of 56 minutes (30 minutes of lunch and 26 minutes planning) each day.
- F. Teachers of elementary art, music, and physical education shall be assigned a maximum of fifty (50) sections. A teaching section shall be defined as a thirty (30) minute period. These fifty (50) sections are composed of teaching sections, supervision sections and travel sections. To be considered a full-time elementary special teacher, an individual must have a schedule which includes at least forty-eight (48) sections.

A part-time elementary special teacher will be prorated from fifty (50) sections. Conference times will be prorated accordingly.

If a music teacher is assigned a choir, that teacher will be credited with two (2) teaching sections per week. Supervision time is to be arranged during working hours at the discretion of the building principal.

- G. Elementary teachers shall not be given administrative duties without the consent of the teacher. When acting in such a temporary capacity, a teacher shall not assume supervisory authority over other teachers. The Association, its officers, representatives, delegates or committee members shall not endorse a position which would influence a teacher to reject such duties.
- H. Bus duty will not be required of grade level teachers. Bus duty may be performed by special area teachers such as reading consultants, media specialists, counselors, music teachers, art teachers, physical education teachers, special education teachers, safety patrol coordinators, volunteers and other building resources.

Section 4: If changes in the organization of the school day are necessary, the School agrees to assign teachers to a teaching load not to exceed twenty-five (25) hours of assigned classroom instruction (which may include supervision and/or study hall) and not less than five (5) assigned hours for preparation and conference. It is expected that teachers will be on duty at other times during working hours to give help to students or to perform other duties consistent with administrative building regulations.

Section 5: Regular secondary classroom teachers who must travel from site to site will receive twenty (20) minutes per day compensation time.

A site is to be defined as:

- 1) NMS and NHS
- 2) CHS, CMS, Waylee and Central Elementary
- 3) Amberly, Woodland, Haverhill, WMS and Moorsbridge
- 4) Lake Center
- 5) Angling Road

Section 6: Elementary art, music and physical education teachers who must travel from site to site will receive twenty (20) minutes counted toward the average 321 minutes of instruction per day.

A site is to be defined as:

- 1) NMS/NHS
- 2) CHS/CMS/Waylee
- 3) CHS/CMS/Central Elementary
- 4) Lake Center Elementary
- 5) Angling Road Elementary
- 6) Amberly Elementary
- 7) Woodland Elementary
- 8) Haverhill Elementary
- 9) WMS/Moorsbridge Elementary

Section 7: Mileage will be paid only between sites defined as:

- 1) NMS and NHS
- 2) CHS, CMS, Waylee and Central Elementary
- 3) Amberly, Woodland, Haverhill, WMS and Moorsbridge
- 4) Lake Center
- 5) Angling Road

ARTICLE VIII – CLASS SIZE AND COMPOSITION

Section 1: Class size and composition is recognized by both parties as a complex issue. Teachers, students, the administration, and the constituents of the School District have significant interests in the matter. The intent of these provisions is to create a reasonable avenue for teachers to seek remedy for their concerns as educators about class size and composition.

When a teacher has such a concern, at any time during the school year, the teacher should:

- 1) Notify the Principal of the building that such a problem exists. The Principal and teacher should attempt to resolve the situation.
- 2) If the Principal and teacher cannot reach consensus, one of the following groups, with the building principal, should be convened, by the principal, within three (3) working days:

High School level – the departmental teachers
Middle School level – the team
Elementary School level – the grade level teachers or specials teachers district wide

These groups shall review the concern and submit a recommended resolution to the appropriate Director when necessary. Upon receipt of the concern, the appropriate Director shall render a decision within five (5) working days.

ARTICLE IX – TEACHING CONDITIONS

Section 1: The School will provide in each school building, adequate rest rooms and lavatory facilities for staff use. The School will provide at least one (1) room appropriately furnished to be used as a lounge/eating area.

Section 2: Telephone facilities shall be made available to teachers for their reasonable use. Teachers making personal calls incurring toll charges shall report the same and reimburse the School. Incoming calls shall be reported to the teacher concerned.

Section 3: The School recognizes that appropriate equipment and materials are necessary to facilitate a sound educational program. Teachers, either individually or through established committees, shall be given the opportunity to make recommendations concerning education programs and media. The Association recognizes the right of the School to make all final decisions in the adoption of such programs and media.

Section 4: It is recognized by the parties that all teachers have a professional responsibility to perform in accordance with the terms and provisions of their individual contracts and are expected to be at work performing their professional duties for the full one hundred ninety (190) days.

Section 5: At any time in any building if students are not required to be present because of physical breakdown, health conditions or climatic conditions, teachers shall be released; however, it is understood that if state law, rules, or regulations require that lost student instruction time be made up as a result of such closing, that such make up when scheduled as provided in the calendar of the agreement shall be performed by all unit members without additional compensation.

At any time, in any building, if teachers are required to be present because of state law, rules or regulations extending the school calendar in addition to days already worked, teachers will be compensated for such additional days.

ARTICLE X – TEACHING ASSIGNMENTS

Section 1: Teachers shall be assigned within the scope of their certification and area or areas of qualification.

Section 2: Whenever a position needs to be filled within the bargaining unit, the School will post notices according to the following provisions.

- a) The School has the right to determine assignments within a building before the posting provisions of this Section are implemented. Attempts will be made, with recognition of program needs, to assign teachers within their buildings, to classes which they have indicated a preference to teach, as long as they are certified and qualified. Such preference, on the part of a teacher, must be made in writing to a building principal with a copy to the appropriate Director by March 1.
- b) When internal building assignments are completed, notice(s) of open positions will be posted in each school building. During the summer months postings will only be in open buildings.
- c) The posting shall provide seven (7) days for the submission of written applications to Human Resources. If a position needs to be filled during the summer months, ten (10) days shall be provided for the submission of written applications provided ten (10) or more days remain prior to the first contracted day of the next school year. Once the school year begins, there will be no postings. If a position is filled without being posted, that position will be posted for the following school year.
- d) Two (2) copies of the posting shall be sent to the Secretary of the Association.
- e) Once applications have been submitted and interviews completed, the most senior teacher who is both certified and qualified will be assigned at the beginning of the next school year.
- f) The School retains the right to fill position(s) with a substitute or another teacher through the balance of the current year.

Section 3: Teachers who wish to apply for a position(s) shall be considered according to certification, seniority within the bargaining unit, qualifications, and program needs.

- a) A teacher on an IDP from his/her building administrator may transfer only one (1) time while on the IDP or with the express permission of the teacher's building administrator. The IDP will follow the teacher to his/her new assignment.

Section 4: These applications for voluntary transfer or reassignment shall be acted upon prior to the involuntary transfer or reassignment of teachers. Preference will be given to voluntary transfer or reassignment requests.

Section 5: By June 1, building principals shall notify teachers of their tentative assignments for the coming school year. Notification of subsequent changes shall be made by August 1 for the first semester assignments and by the first day in attendance in January for second semester assignments. Further changes in assignment may be made due to unforeseen circumstances. The

School will make reasonable effort to provide written notification of all changes. Failure to provide written notification is not subject to arbitration.

Section 6: Unless expressly stated herein, nothing in this Article shall be interpreted to restrict the authority of the School to determine assignments, reassignments or transfer to another building and assignment.

Section 7: When a teacher transfers from one building to another, the School, under the supervision of the teacher, shall move all teaching materials and supplies which may transfer with the teacher. Teachers transferring shall supervise the moving of all applicable material and supplies.

Section 8: Educational program(s) of the School is dynamic in nature. Therefore, the parties have agreed when the School establishes a new educational program which results in a new teacher position(s) during the term of this Agreement, the School will notify the Association of: the new program, number of teachers needed and the qualifications. Positions will be posted and preference given to Portage teachers who are both certified and qualified. If there is disagreement with the qualifications established then the Association can grieve. If the grievance is won by the Association, the position(s) will be re-posted, new selection made and will be effective the next school year.

ARTICLE XI – TEACHER EVALUATIONS

Section 1: The Association recognizes the responsibility and right of the Administrative staff to evaluate teachers. The Association also recognizes the responsibility and right of administrative staff to visit classrooms for purposes of evaluation and promoting the educational program.

Section 2: The School agrees teacher evaluation shall be used constructively and cooperatively to help the teacher become more effective.

Section 3: A pre-evaluation conference shall be held which will advise the teacher of the method of evaluation open to him/her and the document upon which the final evaluation is to be written. The teacher and the administrator responsible for the evaluation may agree in writing to deviate on methods of evaluation, but the document upon which the final evaluation is written shall remain consistent for all teachers, when the standard evaluation process is used. In cases when the teacher and administrator mutually agree to an alternate evaluation process, the product of the alternate evaluation process will stand as the summative evaluation. The teacher and the administrator will sign off on the final product. The administrator will indicate, in writing if the project has been completed satisfactorily, according to criteria that is mutually established in advance of the alternate evaluation process. The teacher's signature does not necessarily indicate agreement with the administrator's evaluation.

Section 4: At the pre-evaluation conference, teachers may request that they be notified in writing relative to a principal's initial observation in any given year.

Section 5: The first observation for a probationary teacher will occur within the first sixty (60) working days following the teacher's commencement of service each probationary year. Teachers on probation will receive an evaluation prior to the time stipulated in the Michigan Teachers' Tenure Law for notification to probationary teachers. This does not preclude subsequent evaluations.

Section 6: A tenured teacher may be evaluated at any time. However, a tenured teacher will be evaluated a minimum of every third year. Two (2) observations will occur and at least one (1) observation will take place during the first semester of the evaluation year. A tenured teacher may request a third observation during the year of evaluation.

Section 7: The teacher will review, sign and be given a copy of the evaluation instrument. Signing does not necessarily indicate agreement. Upon receipt of the evaluation, the teacher shall have three (3) working days to submit a written response to the teacher's supervisor to be attached to the evaluation instrument prior to its being placed in the teacher's personnel file.

Section 8: The School and the Association agree that teachers and school administrators will continue to participate in the review and development of the teacher evaluation instrument which becomes a part of the teacher's personnel file. This participation shall be in an advisory capacity and shall be for the purpose of making recommendations only.

ARTICLE XII – MENTOR TEACHERS

Section 1: State law 1526 requires that a master teacher be assigned for a three (3) year period to act as a mentor to a teacher who is new to the profession. During this time, the new teacher must receive intensive professional development induction into teaching, based on a professional development plan. In addition, the tenure law states that teachers new to the District will be assigned a mentor teacher for a one (1) year period.

Section 2: Portage Public Schools will meet the legal requirements, along with effectively developing our teachers by assigning a Mentor Teacher to fulfill both obligations. Teachers interested in becoming a Mentor Teacher must submit their name to their building principal who will be responsible for making these assignments.

Section 3: Contracts for mentoring will be issued yearly. The following stipend will be paid at the end of the academic school year:

New Teacher to District	-- \$150 for each one-year assignment
Second Year Teacher	-- \$100 for each one-year assignment
Third Year Teacher	-- \$50 for each one-year assignment

ARTICLE XIII – STUDENT DISCIPLINE AND TEACHER PROTECTION

Section 1: The teacher bears the initial responsibility for maintaining proper control and discipline in the classroom and understands that all disciplinary actions and methods invoked by the teacher shall be reasonable and just and in accordance with established Board policy. It shall

be the responsibility of the teacher to report to the principal, the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. Principals and teachers will work cooperatively in resolving discipline problems which disrupt school operation.

Section 2: The School recognizes its responsibility to give assistance to teachers with respect to the maintenance of control and discipline in the classroom within the confines of School policies.

Section 3: Any case of assault upon a teacher while representing the School shall be promptly [within twenty-four (24) hours] reported in writing to the School or its designated representative. When requested in writing, the School will advise the teacher of his/her rights and obligations with respect to such assault.

Section 4: In the event that suit is brought by a student (or on behalf of a student) alleging assault and/or battery by a teacher, the School shall provide legal advice for the teacher. If, in the reasonable judgment of the School, the teacher was not remiss in the performance of his/her duty, the School shall provide legal defense including but not limited to defense supplied by another source.

ARTICLE XIV – SICK LEAVE

Section 1: Sick leave is granted by the School to insure that an employee will not suffer loss of income because of illness, injury or urgent medical appointments of the employee or an immediate family member. "Immediate family" shall be defined as spouse, child, and any other dependent who resides with the employee. In extraordinary circumstances involving a true medical emergency of the employee's mother or father, an employee may submit a request for sick leave usage to the "Medical Emergency Committee" established by Letter of Agreement No. 7 on page 63 of the Collective Bargaining Agreement. Sick leave shall not apply to routine physical exams, dental or optical appointments. Sick leave shall be a maximum of ten (10) days per year and the accumulation of sick leave shall be limited by the following provisions.

- a) If the accumulated sick leave is eighty-three (83) or fewer days at the end of the previous school year, ten (10) days shall be added provided the teacher has reported for work on the first contracted day of the next school year. If a teacher is absent on the first contracted day, the additional sick leave credit shall be added upon the employee's resumption of the assignment.
- b) If the accumulated sick leave is more than eighty-three (83) but less than ninety (90) days at the end of the previous school year, days shall be added to accumulate ninety-three (93) days, provided the teacher reported to work on the first contracted day of the next school year. If a teacher is absent on the first contracted day, the additional sick leave credit shall be added upon the employee's resumption of the assignment.
- c) If the accumulated sick leave is ninety (90) or more days at the end of the previous school year, an additional three (3) days will be credited, provided the

teacher reported to work on the first contracted day of the next school year. If the teacher is absent on the first contracted day, the additional sick leave credit shall be added upon the employee's resumption of the assignment.

Section 2: Once a teacher accumulates ninety (90) sick leave days that teacher will be eligible for Extended Illness Sick Leave Protection.

1. For each year that a teacher is at or above ninety (90) days of accumulated sick leave, that teacher will accumulate ten (10) days of Extended Illness Sick Leave Protection.
2. If a teacher has an extended illness which drops the teacher's accumulated sick leave below eighty (80) days, that teacher will have his sick leave credited with sick leave from the teacher's Extended Illness Sick Leave Protection Account to the extent that the teacher again reaches ninety (90) days. The necessary days will be credited at the beginning of the next school year.

Section 3: Those teachers who use up to one-half (1/2) day of sick leave shall be charged with one-half (1/2) day of leave. Those teachers who use more than one-half (1/2) day of sick leave shall be charged with a full day of sick leave.

Section 4: Sick leave shall be prorated for those teachers employed less than a full year.

Section 5: A teacher new to the Portage Schools incurring an illness or disability prior to the opening of school shall not be eligible for the benefits prescribed in this Article during the period of illness or disability.

Section 6: Teachers absent from school for more than five (5) consecutive working days may be required to obtain clearance from a competent medical authority of the School's choice before returning to work. Teachers absent more than ten (10) consecutive working days may be required by the School to have an examination at the School's expense from a competent medical authority of the School's choice as to the teacher's need for continued absence.

Section 7: Teachers shall be notified each pay period of their accumulated sick leave days remaining as of the end of the previous pay period.

Section 8: Whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault in the course of employment, the teacher may elect to request in writing that days, or fractions of days, be deducted from accumulated sick leave days equivalent to the difference between what is received under Worker's Compensation and the teacher's gross pay (Schedule A) less amounts deducted from gross pay for Federal and State taxes, including FICA. The deduction of days shall not be retroactive, but shall become effective only upon the receipt in the Payroll Office of the employee's written request for such deduction.

Section 9: A teacher who anticipates a leave of absence due to maternity must notify the Human Resources Department when her pregnancy is confirmed. She must present a physician's

statement which specifies the dates during which she will be unable to perform the duties of her position. The teacher may use accumulated sick leave, to the extent which it is available, for the period of time her physician verifies that she is unable to work.

Section 10: A teacher may be granted a parental leave of absence for up to five (5) days when such absence does not qualify under a maternity leave of absence (Article XIV, Section 9). This five (5) day leave may be paid from the teacher's sick leave accrual to the extent it is available. The use of paid leave will commence on the date of a spouse's confinement for childbirth or on the date of placement of a child by an adoptive agency.

Section 11: The School District will comply with all provisions of the Family and Medical Leave Act (FMLA), a copy of which is available in the Human Resources Office.

ARTICLE XV – BUSINESS LEAVE

Section 1: Business leave shall be for the purpose of transacting business which cannot be transacted at a time other than during the school day.

- a) Business Leave shall be used for business, medical, legal appointments, and major family events. The teacher will provide explanation in writing when requesting Business Leave. The teacher may state she/he prefers not to provide an explanation if the reason is of a personal nature. Business Leave shall not be used for recreational purposes, vacation, spouse conferences, shopping or job interviews. Personal Business Leave will not be approved for the day prior to or the day following a vacation period or holiday except in emergency, for religious reasons or for unusual cases to be determined at the sole discretion of the Superintendent or designee. The decision of the Superintendent or designee shall not be subject to the grievance procedure.
- b) Written request for Business Leave shall be submitted to the principal in advance of the intended absence on the form provided by the school. All requests for business leave shall be approved or disapproved by Human Resources within twenty-four (24) hours of the time they are received in the Human Resources Office.

Section 2: Each teacher shall receive two (2) days of personal business leave at the beginning of the school year.

- a) Two (2) PBL days will be credited to the accumulated PBL at the beginning of the school year, provided the teacher reported to work on the first contracted day. If the teacher is absent on the first contracted day, the additional PBL shall be added upon the employee's resumption of the assignment.
- b) A teacher may accumulate a total of four (4) days of personal business leave which shall be available for use during that school year.

- c) If, after the addition of two (2) days of PBL to the teacher's accumulated total at the beginning of the school year, the total PBL accumulation is greater than four (4) days, the additional personal leave days above four (4) will be added to the teacher's sick leave total at the beginning of the following school year.

Section 3: Business leave shall be prorated for those teachers employed less than a full year. Those teachers who use up to one-half (1/2) day of leave shall be charged with one-half (1/2) day of leave. Those teachers who use more than one-half (1/2) day of leave will be charged with a full day of leave.

Section 4: Up to one (1) day of additional business leave may be granted in a case of emergency to a teacher at the sole discretion of the Superintendent or his/her designee. This decision shall not be subject to the grievance procedure.

ARTICLE XVI – SPECIAL LEAVES

Section 1: Special leaves shall be defined as those leaves with pay and not chargeable against sick leave or business leave allowances.

Section 2: Special leaves shall include the following:

- a) Absence when a teacher is called for jury duty or subpoenaed for a court appearance. The School will pay only the difference between the per diem rate of the teacher and the amount received for services as a witness. The teacher must return to her/his classroom if the teacher's presence as a juror is only needed for one-half(1/2) day or less.
- b) Court appearances as a witness in any case connected with the School. The School will pay only the difference between the per diem rate of the teacher and the amount received for services as a witness. This Section shall not be in effect in any case in which the teacher or the Association brings suit against the School District.
- c) Visitation at other schools and for attendance at educational conferences when approved by the Superintendent of Schools or a person so designated.
- d) Attendance at a ceremony at which the individual teacher is being awarded a degree or special honor, for such portion of the day as may be necessary. The limit shall be one (1) day, except at the discretion of the Superintendent of Schools.
- e) If a teacher is called from reserve status to active service as a member of the United States armed forces, such absence will be excused. The teacher will be granted full pay for up to one (1) year, if he/she reimburses the School for the amount of military pay received for the absence.

- (f) Leaves beyond the conditions established in this Section may be approved at the sole discretion of the Superintendent of Schools.

ARTICLE XVII – FUNERAL LEAVE

Section 1: The School shall grant a teacher up to three (3) days with pay when death occurs in the immediate family. “Immediate family” shall be defined as wife, husband, son, daughter, son-in-law, daughter-in-law, mother, father, sister, sister-in-law, brother, brother-in-law, step-parent, step-child, parent-in-law, grandparent, or grandchild. Immediate family shall also include those persons who maintained a common legal residence with the teacher at the time of death. Up to one (1) day with pay shall be granted when death occurs in the non-immediate family.

Section 2: When death occurs in the immediate family, up to two (2) additional days of funeral leave will be provided at the request of the teacher and charged to sick leave.

Section 3: Up to one (1) day of funeral leave will be provided to attend the funeral of a friend per occurrence. This shall be limited to two (2) days per year and charged to the teacher’s sick leave account. This leave can be taken in half-day increments.

Teacher absences for leave under this Section will be limited by the School to ten (10%) percent of the teachers in a building provided substitutes can be secured.

ARTICLE XVIII – NON-COMPENSABLE LEAVE

Section 1: Except as provided by law or specifically stated to the contrary herein, all leaves of absence set forth in this Article shall be without pay, without fringe benefits and without salary credit.

Section 2: Leaves of absence up to one (1) year shall be granted to tenured teachers to allow them to pursue full-time study. Application for such leaves shall be made to the School in writing no less than thirty (30) days prior to the effective date of such leave, stating the length of time for which the leave is requested and the intent to pursue work leading to improved or additional endorsements as a certified teacher. Only leaves requested to begin at the start of the semester as indicated in the Portage School calendar will be approved.

Educational leaves shall be granted pursuant to the following procedures:

- a) Full-time study shall be interpreted as a load of twelve (12) semester hours (or equivalent in term hours). Where the leave is requested to cover more than one (1) semester (or term), teachers may carry an average load of twelve (12) semester hours. Proof of compliance with the provisions of the leave shall include a transcript furnished by the teacher to the School.
- b) A teacher returning from a leave of absence provided under this Section must notify the Human Resources Office at least sixty (60) days prior to the expiration date of the leave in order to permit planning, scheduling and placement. While an attempt will be made to place the teacher in a position commensurate with the

teacher's training, experience and certification, no teacher on a leave of absence shall be guaranteed his or her former position. The School's decision shall be final. A teacher returning from a leave of absence under this Section shall be returned to active employment, either at the beginning of the school year or at the beginning of the second semester.

Section 3: Leaves of absence for one (1) full school year may be granted to tenured teachers with five (5) years of service for the purpose of community service or professional development which is directly related to the teacher's responsibilities. Examples of leaves which qualify under this Section are foreign and domestic teacher exchange programs, and governmental service in Peace Corps, Vista or with a similar agency. Leaves may be granted under this Section for travel and/or cultural programs if a direct benefit to the school system can be identified.

- a) A request for a leave under this Section must be made in writing by February 1 of the preceding school year and will be contingent upon the School's approval and ability to hire a qualified temporary replacement for the teacher requesting a leave.
- b) The temporary vacancy caused by a teacher on leave will not be posted.
- c) A teacher on leave for one (1) full school year must notify the School District in writing ninety (90) days before the termination of the leave of his/her intent to return to Portage Schools. The teacher will be placed upon return to the position vacated the previous year unless the class, section, department, or building has been eliminated. In such case, the teacher will be placed in the first available position which is commensurate with his/her certification and qualifications.
- d) Any teacher who fills the position of a person on leave shall be made aware at the time of assignment that the assignment is for one (1) year and employment thereafter will be at the discretion of the School District. Such temporary employee shall not have any assignment, transfer, layoff and recall rights unless the School District has indicated a desire to continue the teacher's employment.
- e) A teacher returning from a leave for a teacher exchange program or employment by a governmental agency shall be given credit on the salary schedule for the period of the one (1) year leave.

Section 4: An unpaid leave of absence may be granted under the following conditions for purposes of child care.

- a) A teacher may apply for an unpaid leave of absence, for reasons of child care, immediately following maternity leave (Article XIV, Section 9). This unpaid leave of absence may be granted according to the following: If the end of maternity leave occurs during the first semester, an unpaid leave may be granted for the balance of the first semester or remainder of the school year. If the end of maternity leave occurs during the second semester, an unpaid leave may be

granted for the duration of the second semester. If the end of maternity leave occurs during the summer, an unpaid leave may be granted for the first semester. The School District reserves the right to specify when a teacher, who requests an unpaid leave of absence for child care purposes, must or may return to work.

- b) A teacher may apply for an unpaid adoptive leave of absence to begin following the five (5) day parental leave (Article XIV, Section 11). Such leave shall only be for adoption of a child under the age of six (6). The duration of the leave and all other conditions will be the same as those outlined above for child care purposes (Section 4-a).

Section 5: Failure to comply with the reason for requesting the leave may result in termination of the leave and employment.

Section 6: Any leave or situation which might arise concerning leaves, which is not referred to in this Agreement, shall be left to the discretion of the Superintendent of Schools.

ARTICLE XIX – INSURANCE

Section 1: HEALTH INSURANCE

Hospital/medical insurance premium shall be MESSA Choices 2 with XVA2 coverage. The District will contribute ninety-five (95%) percent towards the premium cost of said insurance. An employee eligible for said coverage shall contribute five (5%) percent of said premium cost by way of payroll deduction.

The MESSA Choices 2 Hospitalization/Medical Program shall contain the following:

- a) \$200/\$400 in-network deductible
- b) \$400/\$800 out-of-network deductible
- c) \$20 office visit co-pay
- d) \$10/\$20 Rx
- e) \$50 Emergency Room

Unit members have the option of health coverage under MESSA Super Care I. If an employee elects MESSA Super Care I coverage, the employee must execute a payroll deduction authorization for the difference in premium between MESSA Super Care I and ninety-five (95%) percent of the cost of MESSA Choices II with XVA2 coverage.

The MESSA Super Care I Hospitalization/Medical Program shall contain the following:

- a) \$300/\$600 deductible
- b) \$10/\$20 Rx

In the event that the State's payment schedule to the School District for Foundation Allowance promised by the State for the 2008-2009 school year is prorated or otherwise reduced,

the unit member's contribution for health insurance coverage shall increase pursuant to the following: (A unit member's contribution for health insurance will increase the payroll period immediately following sixty (60) days after the time that the proration or other reduction is effective.)

<u>Reduction in Anticipated Foundation Allowance</u>	=	<u>Bargaining Unit Member Contribution for Health Insurance</u>
\$60	=	6%
\$70	=	7%
\$80	=	8%
\$90	=	9%
\$100	=	10%

When the final 2008-2009 foundation grant amount is determined, the bargaining unit members' contributions will be finalized using the chart and procedures on the previous page.

- a) Health insurance covering eligible dependents shall be limited to one (1) policy if both husband and wife are employed by the District. When no dependent coverage is required, health insurance shall be limited to one (1) policy or single coverage for each employee, whichever is least expensive.
- b) Those full-time employees who elect not to participate in the health insurance program will receive a cash benefit of \$125 per month in lieu of such insurance. The choice must be made annually. The \$125 will be prorated for employees working a 50% - 99%-contract.
- c) The School agrees to indemnify and save the Association harmless from and against any and all claims, suits and/or any other form of liability that may arise out of or by reason of any action taken by the Association in reliance upon or in compliance with the terms and conditions of subsections (a) and (b) of this Section.
- d) Applications for coverage or changes in coverage must be made through the Human Resources Department. Enrollment regulations established by the insurance carrier will apply.
- e) Premiums for additional benefits to be paid by the teacher must be payroll deducted.
- f) The subsidy will begin the first of the month following the date the insurance application is submitted to the Human Resources Department or the date the application is accepted by the carrier, whichever date comes later

- g) The full subsidy is limited to full-time teachers. Those working on a part-time basis or less than a full year, or making application for coverage after the original enrollment period, will receive a pro-rated subsidy.

Section 2: DENTAL INSURANCE

The School will provide a group dental insurance program (Delta-007) for all full-time eligible teachers and dependents subject to the conditions outline in this Section. All benefits, definitions and terms shall be in accordance with the master policy between the School and the insurance carrier.

For teachers to be eligible to receive this Dental Insurance benefit, the following conditions must be fulfilled:

- a) Only full-time teachers are eligible for this benefit.
- b) Teachers must be actively employed or on paid sick leave. Active employment shall mean the teacher is fulfilling his/her assignment and working the hours expected.
- c) The teacher has filed all necessary forms with the School's Human Resources Office. The School shall not be liable for retroactive coverage.
- d) Requests for changes in coverage must be made through the Human Resources Department and meet the regulations established by the School and the carrier.
- e) For those husband-wife combinations employed by Portage Public Schools, coverage shall be limited to one policy.
- f) The School agrees to indemnify and save the Association harmless from and against any and all claims, suit and/or any other form of liability that may arise out of or by reason of any action taken by the Association in reliance upon or in compliance with the terms and provisions of subsection (e) of this Section.

This Dental Insurance benefit shall commence on the date of employment provided the teacher has previously met all conditions established within this Section.

Section 3: LIFE INSURANCE

The School will provide \$30,000 of basic term life insurance with \$30,000 A.D. & D., for regular full-time teachers as defined in Article I. Teachers must be actively working at the time of enrollment in order to be eligible. If application is made after the established enrollment period, evidence of insurability will be required.

Subject to all other conditions in this Section, the School will provide \$20,000 of basic term life insurance with \$20,000 A.D. & D. to all part-time teachers employed on a 50% to 99% contract.

Section 4: LONG TERM DISABILITY INSURANCE

The School will provide a long-term disability insurance for all teachers employed on at least a 50% contract, providing 66 2/3% of Schedule A salary up to a maximum of \$3,000 per month. Benefits would commence either the 61st calendar day for employees having sixty (60) or less days of accumulated sick leave or the day after expiration of accumulated sick leave for employees having more than sixty (60) days of accumulated sick leave and continue until age sixty-five (65).

- a) All definitions and terms shall be in accordance with the master policy between the School and the insurance carrier.
- b) The School agrees to purchase the master policy referred to above in such a way that none of its terms or definitions will result in less protection for a teacher than did the master policy or policies in force at the time of this Agreement or to purchase the policy through MESSA. It is understood by the parties that such policy shall contain an automatic retirement offset, whether or not application is made for State Teachers' Retirement.
- c) In the event a teacher incurs serious illness or injury and exhausts his/her personal accumulated sick leave pay or becomes eligible for Long-Term Disability Insurance, the School will continue to supply the teacher with fully paid health insurance for a period of months equal to the number of years the teacher has been employed by the School District with a minimum payment of twenty-four (24) months. To be eligible for this health insurance continuation, a teacher would have to be absent for a minimum of thirty (30) calendar days, and the School must be in receipt of a statement from the teacher's physician that the disability is of a continuous nature. At the time that such disabled teacher becomes eligible for another health insurance plan or program, the School District will no longer be obligated to provide a school-sponsored health insurance program.

Section 5: VISION INSURANCE

The School will provide a vision insurance program (VSP2 or an equivalent program) for all full-time eligible teachers and dependents subject to the conditions outlined in this Section.

All benefits, definitions and terms shall be in accordance with the master policy between the School and the insurance carrier.

For teachers to be eligible to receive this vision insurance benefit, the following conditions must be fulfilled:

- a) Only full-time teachers are eligible for this benefit.

- b) Teachers must be actively employed or on paid sick leave. Active employment shall be interpreted to mean that the teacher is fulfilling his/her teaching assignment and working hours expected.
- c) The teacher has previously filed all necessary forms with the School's Human Resources Office. The School shall not be liable for retroactive payment.
- d) Requests for changes in coverage must be made through the Human Resources Department and meet the regulations established by the School and the carrier.
- e) For those husband-wife combinations employed by the Portage Public Schools coverage shall be limited to one policy.
- f) This benefit shall commence on the first day of employment or eligibility.

Section 6: Flexible Spending Plan

All teachers may participate in a Flexible Spending Plan under the District's 125 Plan. The parties have agreed to create a Flexible Spending Plan with a third party administrator selected by the School District. This Plan includes medical reimbursement and dependent care reimbursement.

ARTICLE XX – GRIEVANCE PROCEDURE

Section 1: A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising out of the interpretation or application of this Agreement, except as follows:

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- a) The termination of services or failure to re-employ any probationary teacher. [The probationary teacher being terminated shall have the right to be heard before the Board of Education providing such request is made in writing to the Superintendent within twenty (20) days following notification of termination by the Board.]
- b) Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers' Tenure Act.

Section 2: In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association. The decision to undertake the arbitration process as provided for in this Agreement shall be exclusively the right of the Association or School. No individual teacher may utilize the provisions of the arbitration procedure without prior approval in writing of the Association.

Section 3: Grievances that are not appealed within the time limit specified in each step of the grievance procedure shall be considered settled on the basis of the decision last rendered, unless such time limits are waived by mutual agreement in writing by the parties involved.

If the School fails to give an answer within any time limit specified in the grievance procedure (unless such time limit is extended by mutual agreement), the Association may submit the grievance to the next step of the grievance procedure.

Documents and records pertaining to grievances shall be retained by the School in a separate grievance file.

There will be no interruption of classroom activities at any level of the grievance procedure.

Section 4: PROCEDURE

STEP ONE – A teacher with a grievance shall discuss it with the immediate supervisor or principal, individually, together with the Association Representative or through the Association Representative. This discussion must be held within five (5) working days of the time the teacher knew or should have known of the grievable event or action, or said grievance shall be deemed waived by the teacher, Association and the School.

If a satisfactory settlement is not reached as a result of the above meeting, the grievance must be reduced to writing and submitted within three (3) working days from date of meeting to the Supervisor or Principal for a decision. This answer must be given in writing within three (3) working days from date of receipt.

STEP TWO – If the decision of the Supervisor or Principal is unacceptable to the Association, the Association may take the grievance to the appropriate Director or representative, provided the grievance is presented to the appropriate Director within three (3) working days following the Supervisor's or Principal's decision. The appropriate Director or representative, shall give a signed decision in writing within three (3) working days following presentation of the grievance by the Association.

STEP THREE – If the decision in STEP TWO is unacceptable to the Association, the Association shall so notify Human Resources within three (3) working days following the rendering of the decision in STEP TWO. At that time, the Association has the right to request a meeting with the Superintendent of Schools to present the facts upon which the grievance is based, remedy or correction that is requested, and the Section or Sections of the contract that have been violated. Such a meeting must be held within seven (7) working days from date of request. The Superintendent's written decision must be delivered to the Association within seven (7) working days following the meeting with the Superintendent.

STEP FOUR – If a satisfactory settlement is not reached in the foregoing steps, and if such grievance involves the interpretation and application of the provisions of this Agreement, either party may request that the grievance be submitted to the American Arbitration Association to be

arbitrated in accordance with its rules and procedures. A request for an arbitration hearing must be submitted in writing to the American Arbitration Association, with a copy to Human Resources, within thirty (30) days from the date of the rendering of the decision in STEP THREE.

The jurisdiction of the arbitrator shall be limited to the interpretation of the meaning and application of the provisions of this Agreement. He/She shall have no power to change, modify or alter the existing contract between the parties or any of the provisions of the same, or to change any salary schedules established in the contract. The fact that a grievance has been considered by the parties in the preceding steps of the grievance procedure shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.

The arbitrator shall render a decision within thirty (30) days after the hearing on a grievance. The decision of the arbitrator shall be final and binding upon the School and the Association and the teacher or teachers concerned. The expenses of the arbitrator shall be shared equally by the School and the Association.

Any financial liability to the School District shall be limited to the amount of earnings actually lost, with deductions of all sums earned during this period. If an error is made in the calculation of a teacher's salary, including remuneration from Schedules B and C, the School will be liable for the shortage. If an error should be made which results in overpayment to the teacher, the teacher shall be obligated to repay the School. Such liability on the teacher and the School shall be limited to the current contract year.

Section 5: Any grievance in process at the expiration of this Agreement shall continue in process until resolution.

ARTICLE XXI – SENIORITY

Section 1: The term seniority as hereinafter used shall be the length of continuous service with the School since the teacher's most recent date of hire. New teachers hired by the School shall be considered as probationary teachers as prescribed by the Tenure Act. Leaves of absence granted pursuant to this Agreement shall not constitute an interruption in continuous service. Credit given for previous teaching experience shall not be considered for the purpose of accumulating seniority, but may serve to reduce the probationary period in accordance with the provisions of the Tenure Act.

Section 2: The School shall prepare one list by date of seniority for teachers certified in grades kindergarten through twelve. The list shall be prepared so that teachers certified in grades K-8 and teachers certified in grades 7-12 are placed in the same relative positions as previously established by lot.

Section 3: Certification shall be recognized as applying to the original and additional endorsements as specifically shown on each teaching certificate. Certification shall be interpreted to include occupational and vocational certification for those programs retained by the School which require such certification.

Section 4: The seniority for those teachers having the same date of hire shall be determined by lot.

Section 5: Portage Public Schools' retirees who return to teaching within the District shall be treated as new hires and will be assigned a seniority number after all other new hires for the school year. Retirees do not have bidding rights to positions. Any re-employment of a retiree shall be subject to annual review by the District. The continuation of a part-time contract for a retiree is not subject to the grievance procedure.

Section 6: The School shall transmit a copy of the seniority list to the Association on or before the 30th day of September each year.

ARTICLE XXII – REDUCTION IN PERSONNEL

Section 1: In the event the School is undergoing financial difficulties, changes in the curriculum as offered by the School, fluctuations in student population, it may reassign an administrator who has teaching experience in the Portage Public Schools to a bargaining unit position. An administrator may transfer to a bargaining unit position voluntarily, provided no teacher remains on layoff who is certified and qualified to fill the position. Such administrator shall have seniority in the bargaining unit commensurate with the total length of continuous service to the School. An administrator so assigned shall be placed in the position of lowest seniority by date of hire.

Section 2: The School and the Association, realizing that the educational program may from time to time be altered as a result of fluctuations in economic facilities available to the School, changes in the curriculum as offered by the School, fluctuations in the student population, and for other reasons that may be determined by the School, hereby agree that all reductions in staff be made pursuant to the following:

- a) Services of probationary teachers shall first be discontinued, unless certain probationary teachers are teaching a grade level or a subject matter for which there are no certified and qualified tenured teachers to perform the instructional duties needed to maintain the program as determined by the School.
- b) Following the decisions as enumerated above relative to the layoff of probationary teachers, tenured teachers will be laid off on the basis of seniority, certification and qualification. The parties agree that every effort will be made to continue to employ more senior teachers at the time of layoff provided they are fully certified and qualified to perform the instructional duties needed to maintain the program as determined by the School.

In the application of this provision, any teacher with ten (10) years or more seniority in Portage may declare, in writing, himself/herself exempt from involuntary assignment if such would assign the employee to teach in an area of endorsement in which the teacher has not taught for the past ten (10) years.

The written exemption, once accepted by the Human Resources Department, will remain in force until withdrawn in writing by the employee. A notice of withdrawal must be submitted prior to March 1 in order to be effective for the following school year.

In the application of this provision, the School cannot be held liable for the retention of a less senior teacher.

Section 3: For the purpose of lay off, recall, transfer, vacancy and assignment, the term “qualified” shall be defined as follows:

- a) Senior High – Teachers in the Senior High School shall be teaching within their area or areas of endorsement as shown on the teacher’s State of Michigan teaching certificate. Teachers of Human Growth & Development must meet State of Michigan requirements.
- b) Middle School – Teachers assigned to middle school shall be assigned within their areas of endorsement as shown on the teacher’s State of Michigan teaching certificate. If the teacher possesses a K-8 all subject endorsement, they must have sufficient course work in their assigned area to meet N.C.A. standards. Teachers of Human Growth & Development must meet State of Michigan requirements.
- c) Elementary School – Teachers assigned to elementary classrooms shall be deemed qualified if they are certified as elementary classroom teachers.
- d) Special Areas – Counselors, reading consultants, media specialists, and instructors of art, music and physical education shall be assigned on the basis of their study in the following specialty areas.

In addition to the subsections above, the following standards shall apply:

<u>SPECIAL AREA</u>	<u>POSITIONS AFFECTED</u>	<u>STANDARD</u>
Music	Instrumental-Band	Major concentration in band instruments as indicated on college transcript.

	Instrumental-Strings	Major concentration in strings as indicated on college transcript.
	Vocal	Major concentration in vocal performance area as indicated on college transcript.
	General Music	Major or minor in music education as indicated on college transcript.
Physical Education	K-8	Major or minor in physical education as indicated on college transcript.
	Swimming	Certification as required by the regulating agency.
Media Specialists	All Positions	Masters Degree in Library Science from American Library Association Accredited Library School or Master's Degree from an American Association of School Librarians Accredited Program. Must possess a Library Media endorsed Michigan Teaching Certificate and must also possess demonstrated ability in information literacy and technology integration.
Counseling	All Positions	Masters Degree in counseling. High school teaching experience for H.S. position and K-8 teaching experience for elementary & middle school positions.
Reading Consultant	All Positions	Masters Degree in reading. Reading Recovery training is necessary for Elementary.

Art

K-8

Major or minor in Art
Education as indicated on
college transcript or
endorsement in Art.

For those positions resulting from new educational programs as provided under Article X, Section 8, the Association and the School will discuss for mutual benefit the qualifications applicable to these positions utilizing the committee provided under Article XXVII, Section 4. These qualifications shall include, but not be limited to:

- 1) The extent to which the applicant shows previous training, experience, recognition, leadership and service to professional and community organizations.
 - 2) The extent to which the applicant complements those assigned to related positions.
 - 3) Qualifications unique to the implementation of the new program.
- e) Special Education – Teachers assigned to special education assignments shall have the necessary certification and special education endorsements for such assignment.
- f) Whenever the School has notified the Association of a new educational program pursuant to Article X, Section 8, and has discussed the qualifications for said new positions with the Association as provided in subsection (c) above, the qualifications for said new positions will remain effective and will be utilized in all decisions specified in this Article.

Section 4: A teacher who is laid off shall be appointed to the first vacancy for which he/she is certified and qualified. Rehiring of laid off teachers shall be in order of seniority provided the teachers are certified and qualified to perform all of the instructional duties needed for the existing vacancy. Openings created by leaves of absence as recognized in this Agreement shall not constitute a vacancy for purposes of this Article.

Section 5: Teachers shall be notified of recall by way of an agreed-to documented effort which involves the Association President or his/her designee. Teachers who are notified of recall and fail to respond within five (5) days or fail to report for duty within fifteen (15) days of notice of recall shall be considered as resigned. Teachers so failing to respond or so failing to report shall be terminated by the School District pursuant to the then applicable laws. A teacher recalled from lay off who is at the time of recall under written contract to another state-approved school system shall furnish a copy of said contract to the School within five (5) days of receipt of said recall notice. This exception shall only apply to those individuals in possession of a written contract with another state-approved school system and all other laid off teachers shall be

required to respond and report as set forth in this Section, provided the School District is offering an assignment which assures a minimum of an 80% assignment.

Section 6: A probationary teacher who is laid off by the School shall have his/her name maintained on the recall list for the period of time that he/she was employed by the School District. A tenured teacher who is laid off must file a written statement with the Human Resources Office by May 1 of each succeeding year indicating his/her most current address, his/her place of employment, and his/her desire to retain recall rights.

ARTICLE XXIII – PROFESSIONAL COMPENSATION

Section 1: The salaries of teachers covered by this Agreement are set forth in Schedule A.

Section 2: The salary schedule is based upon the teacher's normal working hours as defined herein. The School will not require teachers to regularly work in excess of the normal working hours, except that those teachers receiving compensation for extra pay items, as set forth in Schedules B and C, shall be expected to work additional or different hours and shall receive the supplemental salary as set forth opposite their position in the aforesaid Schedules B and/or C.

Section 3: Initial placement on the salary schedule upon initial hiring shall be made by the District within the discretion of the Superintendent of Schools.

Section 4: Salary increments become effective on the first contracted day of each school year.

Section 5: An amount of 0.2% of the base of the Bachelor's Degree Schedule as shown on Schedule A, per semester hour shall be added to the appropriate step of Schedule A of a teacher with a B.A. or B.S. degree for each hour of graduate credit earned above the hours necessary to make the teacher's provisional certificate permanent or continuing. Such reimbursement shall be made provided:

- a) The credit was earned from an accredited institution of higher education designated as a four-year college or university
- b) That all courses were approved on the appropriate form by the Superintendent of Schools prior to the teacher's registration for the course.
- c) Such reimbursement shall be made following submission of proof of satisfactory completion of the course.
- d) The maximum number of hours reimbursed shall be thirty (30) hours minus those hours required for permanent or continuing certification.

In order to receive salary adjustments based on this Section for the fall semester, passing grades must be submitted by the next February 1 following the completion of the course except that the adjustment made at the beginning of the second semester shall be based on 0.1% of the base of the Bachelor's Degree Schedule per semester hour.

In order to receive salary adjustments based on this Section for the winter, spring and summer semesters, passing grades must be submitted by the next October 1 following the completion of the course. If a teacher fails to meet this deadline, he/she may submit passing grades at any time. They will receive salary adjustments for current and future years when grades are submitted. For fall semester adjustments, grades must be submitted by October 1. Grades submitted by February 1 will be reflected in the 2nd semester.

Section 6: After having been awarded a Master's Degree, a teacher will be advanced to the appropriate Master's step on Schedule A at the beginning of the next contract year (Article XXIII, Section 4) provided:

- a) The M.A. degree is awarded in a discipline (or in the teaching of a discipline) which is recognized as an endorsement on the teacher's teaching certificate or is in a professional area which fulfills an educational service approved by the Board of Trustees of the Portage Public Schools.
- b) The M.A. degree has been awarded by a college or university which is accredited to award such degree by the National Council for the Accreditation of Teacher Education or by the North Central Association of Schools and Colleges or by another accrediting agency which has previously established reciprocity with either of these organizations.
- c) The M.A. degree meets any other certification standards established by the Michigan State Board of Education.

The Superintendent of Schools, at his/her sole discretion, must approve the placement of a teacher on the M.A. schedule if the M.A. degree does not meet the above conditions.

Section 7: An amount of 0.2% of the base of the Bachelor's Degree Schedule as shown on Schedule A per semester hour shall be added to the appropriate step of Schedule A of a teacher for each semester hours of approved graduate credit earned after placement on the Master's Degree Schedule. Such reimbursement shall be made provided:

- a) The graduate credit was earned from an accredited institution of higher education designated as a four-year college or university.
- b) That all courses were approved on the appropriate form by the appropriate Administrator prior to the teacher's registration for the course.
- c) Such reimbursement shall be made following submission of proof of satisfactory completion of the course.
- d) The maximum number of hours reimbursed shall be thirty (30) hours.

In order to receive salary adjustments based on this Section for the fall semester, passing grades must be submitted by the next February 1 following the completion of the course, except that the adjustment made at the beginning of the second semester shall be based on 0.1% of the base of the Bachelor's Degree Schedule per semester hour.

In order to receive salary adjustments based on this Section for the winter, spring and summer semesters, passing grades must be submitted by the next October 1 following the completion of the course.

Section 8: Summer School

- a) Pay for summer school instructors shall be at an hourly rate equal to .075% of the Schedule A base. The Schedule A base from the previous year shall be used for summer school.
- b) Teachers shall be paid on the following basis: For each three and one-half (3 ½) hours of classroom instruction, an additional one-half (1/2) hours shall be added for preparation time.
- c) Applications for summer school teaching shall be filed with the Superintendent's Office on or before April 1st. Such applications will be renewed by the teacher for each subsequent summer school session. In filling vacancies, the decision of the School will be final. However, preference will be given to regularly employed Portage teachers.

Section 9: Driver Education

If school reinstates the drivers education program, the following language will be in effect.

Pay for driver education instructors shall be at an hourly rate equal to .080% of the Schedule A base. The Schedule A base from the previous year shall be used for drivers education.

The School will post its anticipated needs for driver education instructors during the month of January. Teachers applying for these positions will specify the sessions for which they request consideration. Two sessions of Driver Education positions will be posted annually. Both sessions will be filled sequentially. The first applicants to be placed are Portage employees with seniority in PPS driver education. Current driver ed employees who have 15 years or more of service, but who are not Portage staff members, will be integrated with the first group of applicants for placement into one session. Remaining positions will be filled with Portage staff members by district seniority, who do not have driver ed experience.

Section 10: National Board Certification

- a) Employees who successfully pursue National Board Certification will receive an additional 2.0% rolled into their base salary.

- b) Application for National Board Certification must have been approved by the Superintendent prior to registration for the process.
- c) The District will reimburse employees for all expenses encumbered for successful completion of National Board Certification.
- d) The District, in its discretion, may also award the additional 2.0% rolled into the teacher's base salary, with reimbursement for expenses, for other National Certifications.

Section 11: Guidance Personnel

Guidance personnel will receive twenty (\$20) dollars per hour for work required outside the negotiated calendar. Those individuals will have the option to receive compensatory time in lieu of pay. [One (1) day of work equals one (1) day of compensatory time.] Individuals opting for compensatory time may take those days any time during the negotiated calendar.

Section 12 Grant Writing Compensation Concept

Any individual(s) who successfully write(s) a grant pre-approved by the Superintendent or designee which is funded in all or part and maximizes indirect costs to the District shall be entitled to an amount equivalent to ten (10%) percent of the funded indirect costs not to exceed \$5,000. A second year application of a similar grant shall be entitled to an amount equivalent to five (5%) percent of the funded indirect costs not to exceed \$2,500. All grant applications must be pre-approved by the Superintendent or designee and have a positive net impact on the bottom line of the District.

Section 13: Curriculum & Summer Work

Teachers performing curriculum work during the summer shall be paid twenty (\$20) dollars per hour.

Section 14: Substitute Pay

The District and the Association recognize that occasionally a building may not be able to locate a substitute teacher to supervise a class for an absent teacher. If another teacher from the building volunteers to supervise a class for a full hour or a period, and thus foregoes their planning period for the day, or if a teacher doubles their student class load for an hour, the District will compensate that teacher at the rate of 1/5 of the substitute teacher pay rate. This time will be accumulated and will be paid once a semester. Teachers may volunteer to supervise classes during their planning period by signing a roster at the beginning of the school year.

Section 15: The School reserves the right to award a larger increment in any given year to those teachers with one or more years experience in the Portage Schools who, in the estimation of the Superintendent of Schools, deserve special consideration.

Section 16: Human Resources will notify teachers in writing by May 1 of each school year asking teachers to select 22 or 26 pay periods for the following year. Teachers who do not notify Human Resources in writing by August 2 will receive 26 pays for the following school year. Teachers do not need to respond if they want to select 26 pay periods. New hires will make their choice of 22 or 26 pay periods for the school year upon hiring.

Section 17: New teachers are required to complete eighteen (18) credit hours over and above their bachelors. The District currently reimburses such teachers fifty (\$50) dollars per course. Starting with the 2008 fall semester, the District will increase such reimbursement to one hundred twenty-five (\$125) dollars per course.

ARTICLE XXIV – RETIREMENT INCENTIVE

Section 1: The District will purchase one (1) year of universal credit through MPSERS. If a teacher has purchased five (5) years of Universal Buy-In Time, the District will pay the teacher a cash equivalent of one (1) universal credit during the first pay period in September. Eligibility requirements are: a teacher is on the 25th step of Schedule A, or has taught twenty-five (25) years for Portage Public Schools, provided that written notice of retirement must be received by the Human Resources Department on or before December 31 in their final year of employment. Teachers who are eligible for the retirement incentive who plan on retiring at the end of the first semester must provide written notice to the Human Resources Department on or before October 1 of their final year of employment.

Section 2: When a teacher retires from the School District and makes application to draw retirement under MPSERS, the District will make a payment to said retiring teacher on or before the close of the month following the teacher's MPSERS retirement date of that teacher's accumulated sick leave pursuant to the following schedule:

<u>Accumulated Sick Leave</u>	<u>Payment Per Day (of BA base)</u>
90 or more days	.04% of BA base
70 days	.03% of BA base
50 days	.02% of BA base

ARTICLE XXV – TEACHING CALENDAR

Section 1: Contract year for teachers shall be one hundred ninety (190) working days. For the purpose of this provision, the parties have agreed in Article IX, Section 5, and in the negotiation of the school calendar, that time which must be made up as the result of "act of God" days is a part of the teachers' normal contractual and work year and that no additional compensation is due unit members.

Section 2: The following days for which teachers' attendance shall not be required shall be included in the one hundred ninety (190) working days: (a) New Year's Day; (b) Memorial Day;

(c) Labor Day; (d) Thanksgiving Day; and (e) Christmas Day, provided school is in session the day prior to or the day after such days in the same week. Other days on which teachers shall not be required to be in attendance may be designated by the School.

Section 3: In order to comply with state-required professional development days:

Six (6) hours of professional development equals one (1) required day.

Training must align with District CIC initiatives, principal-approved individual development plan, site-based decision making initiatives or school improvement initiatives during other than instructional time.

ARTICLE XXVI – MISCELLANEOUS PROVISIONS

Section 1: This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. This Agreement may be modified, in the whole or in part, by the parties by an instrument in writing duly executed by both parties.

Section 2: Previously granted credit for teaching experience, military service, related experience in business and industry, merit increments, or extra pay for services not specified in this Agreement shall not be taken away from any teacher by reason of this Agreement.

Section 3: If any Article or Section of this Agreement shall be found to be contrary to existing law, this shall not invalidate any of the other Articles or Sections of this Agreement.

Section 4: A committee representing the Association and the School shall meet no less than three (3) times during the contract year to discuss items of mutual concern.

Section 5: Pupil Protection Law/Safe Schools: The District shall be responsible for payment of fingerprinting, criminal records check and an FBI criminal records check for current employees in the District.

Section 6: If a citizen requests access to a teacher's personnel file, the following procedures will be used. The citizen will be asked to file the request under the Freedom of Information Act. The Human Resources Department will contact the employee and inform her/him of the citizen's request. The Human Resources Department will wait five (5) days to respond to the request. It is the responsibility of the teacher (or Association) to determine whether they choose to block the request. If so, the teacher or Association may file for an injunction which would prohibit the District from releasing personnel file information.

Section 7: If there is a snow day or if school is closed for any other reason, teachers will not be charged a sick day, personal business day, or unpaid day unless they are gone more than ten (10) continuous school days.

Section 8: One-half (1/2) day compensatory release time will be granted to Young 5's and kindergarten teachers who conduct conferences beyond the three (3) required conferences per semester.

Full-time Young 5's and kindergarten teachers ordinarily conduct two (2) extra evening conferences per semester beyond the required three (3.) These two (2) extra conferences would result in one (1) full day compensatory release time per semester.

Young 5's and kindergarten teachers shall be granted one-half (1/2) day substitute teacher time per marking period per class to allow for required in-school assessments.

ARTICLE XXVII - DURATION OF THIS AGREEMENT

Section 1: This Agreement shall become effective on July 1, 2008, and will remain in effect until midnight of June 30, 2009, and shall continue to remain in effect past such date unless either party notifies the other in writing of its desire to amend or terminate this Agreement at least ninety (90) days and not more than one hundred eighty (180) days prior to midnight of June 30, 2009.

PORTAGE EDUCATION ASSOCIATION

By: Eric E. Vestley
Its President

By: Dave Long
Its Chief Negotiator

BOARD OF EDUCATION

By: Shirley Johnson
Its President

By: Barbara White
Its Superintendent

By: John M. ...
Legal Counsel

PORTAGE PUBLIC SCHOOLS, 2008-2009 Teacher Instructional Calendar

Tuesday-Thursday, August 19-21	New Teachers Report	
Wednesday, August 27	PD -All Teachers	
Thursday, August 28	Teachers report to building staff meeting (PD) and work in rooms	
Friday, August 29	Extended Labor Day Weekend	
Tuesday, September 2	School begins, ½ Day for Students	
Tuesday, September 9	Middle School Open Houses	
Wednesday, September 10	High School Open Houses	
Thursday, September 11	Elementary Open Houses	
Tuesday, November 4 (Election Day)	No School for Students Elem. Teachers Records Secondary ½ day records, ½ PD	MP #1 – 45 days of instruction MP #1 – 48 teacher days
Monday, November 24	Conferences Y5s-12, Evening* (Students Attend All Day)	
Tuesday, November 25	½ Day for Y5s-12 Students Conferences Y5s-12 Afternoon/Evening*	
Wednesday, November 26	No school students and staff (1/2 day comp)	
Thursday-Friday, November 27 - 28	Thanksgiving Recess	
December 22 – January 2	Winter Recess	
Monday, January 5	School Resumes	
Monday-Thursday, January 19-22	High School Exams	
Friday, January 23	End 1 st Semester - No School for Students Records Day	MP #2- 44 days of instruction Sem. #1-93 teacher days
Monday, January 26	First Day, Second Semester	
Wednesday, February 25 th	All Day Students	
Thursday, February 26 th	Conferences Y5s-12 Evening* ½ Day for Y5s-12 Students Conferences Y5s-12-Afternoon/Evening*	
Friday, February 27	Mid-Winter Break**	
March 10-12	MNIE Testing	
March 24-26	MNIE Make-up	
Friday, March 27	No School for Students Elem. Teachers Records Secondary ½ day records, ½ PD	MP #3 – 43 days of instruction Total Teacher Days 138
Friday, April 3	Spring Friday	
April 6 – April 10	Spring Recess	
Monday, April 13	School Resumes	
Monday, May 25	Memorial Day	
Wednesday-Friday, May 27, 28, 29	High School Graduations	
Monday-Thursday, June 8 - 11	High School Exams	
Thursday, June 11	End 2 nd Semester – ½ Day for Students**	MP #4 – 47 days of instruction
Friday, June 12	Last Day for Teachers	Total Student Days 179
Monday, June 15 th	Comp Day for Spring Conferences	Total Teacher Days 186****

* With the agreement of 80% of a building's staff, evening conferences may be held within a week before or after the suggested date.

** District will have a midwinter break on this date unless the P.E.A. and the District agree otherwise to avoid inclement weather make-up.

*** 190 contract days includes vacation days for Labor Day (1), Thanksgiving (1), and Memorial Day (1).

**** Cancellations beyond what the law allows will extend the final day of school beyond Thursday, June 11, 2009.
(June 11, 2008)

SCHEDULE A
2008-2009
First Semester (13/26, 11/22)

STEP	BACHELOR	MASTERS	MASTERS +30
1	34,595	36,671	38,871
2	36,325	38,505	40,815
3	38,141	40,430	42,855
4	40,048	42,452	44,998
5	42,051	44,574	47,248
6	44,153	46,803	49,610
7	46,361	49,143	52,091
8	48,215	51,109	54,174
9	50,144	53,153	56,341
10	52,150	55,279	58,595
11	54,236	57,491	60,939
12	56,405	59,790	63,376
13	58,661	62,182	65,912
14	58,661	64,669	68,548
15	58,661	67,256	71,290
20	61,008	69,946	74,142
25	63,448	72,744	77,107

SCHEDULE A
2008-2009
Second Semester

STEP	BACHELOR	MASTERS	MASTERS +30
1	34,937	37,033	39,255
2	36,684	38,885	41,218
3	38,518	40,829	43,279
4	40,444	42,871	45,443
5	42,466	45,014	47,715
6	44,590	47,265	50,100
7	46,819	49,628	52,605
8	48,832	51,762	54,867
9	50,932	53,988	57,227
10	53,122	56,309	59,688
11	55,406	58,731	62,254
12	57,789	61,256	64,931
13	60,274	63,890	67,723
14	60,274	66,638	70,635
15	60,274	69,503	73,672
20	62,866	72,492	76,840
25	65,569	75,609	80,145

SCHEDULE B

EXTRA/CO-CURRICULAR PAY SCHEDULE

Section 1: The following provisions shall remain in full force and effect throughout the duration of this Agreement and shall not be subject to future negotiations during said period except as herein provided.

Section 2: Factors such as: 1) time; 2) budget; 3) participants; 4) public visibility; 5) managerial responsibilities; 6) transportation; 7) equipment and supplies have a relationship to the establishment of indices for extra payment to supervisors of extra/co-curricular activities. In considering these factors, the School and the Association have agreed to the following provisions to arrive at payment for the positions established in Schedule B.

Section 3: It is further agreed that extra payment for Schedule B positions is limited to the performance of duties which are in addition to what would be expected of a teacher in fulfillment of a normal teaching load (Article VII).

Section 4: The Schedule B base is established at Step 1 of the BA Step on Schedule A.

Section 5: The schedule index for the duration of this Agreement shall be 9%.

Section 6: The following formula will be used to determine payment on Schedule B:

Schedule B base X Schedule Index X Position Index X Experience Factor = Extra Payment

POSITION INDEX LISTING

1.35	Producer/Director H.S. Musical
1.17	Debate H.S. Forensics HS Band Director HS
1.0	Guidance Director HS Pre K-12 Team Leaders 1 st and 2 nd Year Strings Yearbook HS
0.87	Student Council HS
0.84	Dramatics -- HS per play

0.80	Newspaper -- HS
0.62	Senior Class Sponsor Student Council M.S.
0.59	Director of Choirs -- HS Vocal Director -- HS Musical
.44	DECA Sponsor BPA Sponsor Building Chairpersons Junior Class Sponsor Orchestra Director H.S. Musical Concessions Manager (football, basketball & invitationals) Orchestra Director H.S. Science Materials Coordinator Student Council Elementary
0.38	Band Assistant Assistant Forensics HS Assistant Debate HS
.37	Summer Work (in 40 hour weeks)**
.28	Safety Patrol Elementary Yearbook M.S.
.25	Choreographer H.S. Musical Stage Supervision H.S. Science Olympiad Team --HS Forensics/Debate -- MS -- each season Band Director - MS
.19	Literary Magazine H.S. Sophomore Class Sponsor National Honor Society
0.16	Orchestra Director MS Director of Choirs -- MS Director -- MS Musical Vocal Director -- MS Musical
.12	Freshman Class Sponsor Magazine Sales Chairperson -- MS

0.11 Bookstore -- MS

0.10 Director El Musical

** School will determine the number of weeks necessary

*** One payment per year

Section 7: The following position will be paid on a flat fee basis:

Bookstore	\$300 per year
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Section 8: There is no tenure in any position on this schedule.

Section 9: The establishment of and appointment to positions within this Schedule is an administrative responsibility. The listing of a position on Schedule B does not require the School to fill each position.

Section 10: If the School approves the alteration of the duties of any position on Schedule B to the extent that a significant change in duties occurs or if the School approves the establishment of a new position, the School will negotiate with the Association the revision of the Index to be applied to the affected position.

Section 11: Permission to supervise extra/curricular activities must be secured in advance of the activity from the principal. This provision applies to activities not listed as positions above, which are held during evenings or weekend hours. If payment is authorized, the supervisor for such activities will be paid at the rate of \$8.50 per hour during the term of this Agreement.

Section 12: A stipend of \$100 may be paid for the sponsorship of a club. The building principal may approve this payment based upon student participation, club activities and value to the school.

Section 13: An additional payment of \$100 will be made to Debate and Forensics Head Coaches and Band and Choir Directors for post season competition which is necessary to qualify the team for the next level of competition.

Section 14: Elementary and Middle School improvement chairs are selected by building principal and are paid \$1000.

Section 15: Team Leaders will be reimbursed thirty (\$30.00) dollars per hour when they are performing leadership roles as designated by the appropriate director. Prior approval is required when a Team Leader initiates responsibilities that will result in the higher pay.

Section 16: For the purpose of representation and with authorization from the Director of Curriculum and Professional Development, the building principal may appoint additional

individuals to represent departments.* These individuals may also be requested to attend other functions that are required by building chairs.

For meetings outside the school day, compensation shall be the curriculum rate of \$20.00 per hour. In the event the responsibilities require leading a meeting or conducting professional development, the compensation shall be \$30.00 per hour.

In lieu of the additional stipend and with the consent of the PEA members involved, the principal may continue to elect to split the Schedule B amount between two (2) or more members.

*To represent departments in a building that do not have the option of a 100% building chair.

Section 17: The Administration shall develop written expectations for the supervision and evaluation of coaches and advisors.

All coaches and advisors shall be evaluated annually. Individuals will be evaluated on their responsibilities throughout the calendar year. This evaluation will be completed within thirty (30) school days after completion of season or contract. The coach/advisor will review, sign and be given a copy of the evaluation. Signing does not necessarily indicate agreement with the evaluation. Upon receipt of the evaluation, the coach/advisor will have five (5) school days to submit a written response to be attached to the evaluation prior to it being placed in his or her personnel file.

An unsatisfactory evaluation should include an individual improvement plan when applicable.

Head coaches and advisors shall be evaluated by the principal or his/her designee. Assistant coaches or advisors will be evaluated by the head coach or advisor; however, that evaluation does not preclude additional evaluation by a district administrator.

For head coaches, if no written evaluation is given, then the evaluation shall be deemed satisfactory for that season/contract period.

Satisfactory evaluations will entitle the coach/advisor to continue in that position in the absence of extenuating circumstances.

2008-2009 (1st 13 weeks)											
SCHEDULE B											
Base is 34595 x .09											
	3114										12/15/2008
	Index	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 15
Producer/Director - HS Musical	1.35	\$4,203	\$4,287	\$4,373	\$4,461	\$4,550	\$4,641	\$4,734	\$4,828	\$4,925	\$5,171
Debate - HS	1.17	\$3,643	\$3,716	\$3,790	\$3,866	\$3,943	\$4,022	\$4,102	\$4,184	\$4,268	\$4,482
Forensics - HS	1.17	\$3,643	\$3,716	\$3,790	\$3,866	\$3,943	\$4,022	\$4,102	\$4,184	\$4,268	\$4,482
Band Director - HS	1.17	\$3,643	\$3,716	\$3,790	\$3,866	\$3,943	\$4,022	\$4,102	\$4,184	\$4,268	\$4,482
Guidance Director - HS	1.00	\$3,114	\$3,176	\$3,239	\$3,304	\$3,370	\$3,438	\$3,506	\$3,576	\$3,648	\$3,830
Pie K-12 Team Leaders	1.00	\$3,114	\$3,176	\$3,239	\$3,304	\$3,370	\$3,438	\$3,506	\$3,576	\$3,648	\$3,830
Elementary Strings	1.00	\$3,114	\$3,176	\$3,239	\$3,304	\$3,370	\$3,438	\$3,506	\$3,576	\$3,648	\$3,830
Yearbook - HS	1.00	\$3,114	\$3,176	\$3,239	\$3,304	\$3,370	\$3,438	\$3,506	\$3,576	\$3,648	\$3,830
Student Council - HS	0.87	\$2,709	\$2,763	\$2,818	\$2,875	\$2,932	\$2,991	\$3,051	\$3,112	\$3,174	\$3,332
Dramatics - HS - per play	0.84	\$2,615	\$2,668	\$2,721	\$2,775	\$2,831	\$2,888	\$2,945	\$3,004	\$3,064	\$3,218
Newspaper - HS	0.80	\$2,491	\$2,541	\$2,591	\$2,643	\$2,696	\$2,750	\$2,805	\$2,861	\$2,918	\$3,064
Senior Class Sponsor	0.62	\$1,930	\$1,969	\$2,008	\$2,049	\$2,090	\$2,131	\$2,174	\$2,217	\$2,262	\$2,375
Student Council - MS	0.62	\$1,930	\$1,969	\$2,008	\$2,049	\$2,090	\$2,131	\$2,174	\$2,217	\$2,262	\$2,375
Director of Choirs - HS	0.59	\$1,837	\$1,874	\$1,911	\$1,949	\$1,988	\$2,028	\$2,069	\$2,110	\$2,152	\$2,260
Vocal Director - HS Musical	0.59	\$1,837	\$1,874	\$1,911	\$1,949	\$1,988	\$2,028	\$2,069	\$2,110	\$2,152	\$2,260
Building Chairpersons	0.44	\$1,370	\$1,397	\$1,425	\$1,454	\$1,483	\$1,513	\$1,543	\$1,574	\$1,605	\$1,685
Science Materials Coordinator	0.44	\$1,370	\$1,397	\$1,425	\$1,454	\$1,483	\$1,513	\$1,543	\$1,574	\$1,605	\$1,685
Orchestra Director - HS	0.44	\$1,370	\$1,397	\$1,425	\$1,454	\$1,483	\$1,513	\$1,543	\$1,574	\$1,605	\$1,685
Junior Class Sponsor	0.44	\$1,370	\$1,397	\$1,425	\$1,454	\$1,483	\$1,513	\$1,543	\$1,574	\$1,605	\$1,685
Orchestra Director - HS Musical	0.44	\$1,370	\$1,397	\$1,425	\$1,454	\$1,483	\$1,513	\$1,543	\$1,574	\$1,605	\$1,685
DECA Sponsor	0.44	\$1,370	\$1,397	\$1,425	\$1,454	\$1,483	\$1,513	\$1,543	\$1,574	\$1,605	\$1,685
BPA Sponsor	0.44	\$1,370	\$1,397	\$1,425	\$1,454	\$1,483	\$1,513	\$1,543	\$1,574	\$1,605	\$1,685
Concessions Manager - football, basketball & invitationals	0.44	\$1,370	\$1,397	\$1,425	\$1,454	\$1,483	\$1,513	\$1,543	\$1,574	\$1,605	\$1,685
Band Assistant	0.38	\$1,183	\$1,207	\$1,231	\$1,256	\$1,281	\$1,306	\$1,332	\$1,359	\$1,386	\$1,456
Assistant Forensics - HS	0.38	\$1,183	\$1,207	\$1,231	\$1,256	\$1,281	\$1,306	\$1,332	\$1,359	\$1,386	\$1,456
Assistant Debate - HS	0.38	\$1,183	\$1,207	\$1,231	\$1,256	\$1,281	\$1,306	\$1,332	\$1,359	\$1,386	\$1,456
Summer Work (in 40 hr weeks)	0.37	\$1,152	\$1,175	\$1,199	\$1,223	\$1,247	\$1,272	\$1,297	\$1,323	\$1,350	\$1,417
Yearbook - MS	0.28	\$872	\$889	\$907	\$925	\$944	\$963	\$982	\$1,001	\$1,021	\$1,073
Safety Patrol - Elementary	0.28	\$872	\$889	\$907	\$925	\$944	\$963	\$982	\$1,001	\$1,021	\$1,073
Student Council - Elementary	0.28	\$872	\$889	\$907	\$925	\$944	\$963	\$982	\$1,001	\$1,021	\$1,073
Choreographer - HS Musical	0.25	\$778	\$794	\$810	\$826	\$843	\$859	\$877	\$894	\$912	\$958
Stage Supervisor - HS	0.25	\$778	\$794	\$810	\$826	\$843	\$859	\$877	\$894	\$912	\$958
Science Olympiad Team - HS	0.25	\$778	\$794	\$810	\$826	\$843	\$859	\$877	\$894	\$912	\$958
Forensics/Debate MS- each season	0.25	\$778	\$794	\$810	\$826	\$843	\$859	\$877	\$894	\$912	\$958
Band Director - MS	0.25	\$778	\$794	\$810	\$826	\$843	\$859	\$877	\$894	\$912	\$958
Literary Magazine - HS	0.19	\$592	\$603	\$615	\$628	\$640	\$653	\$666	\$680	\$693	\$728
Sophomore Class Sponsor	0.19	\$592	\$603	\$615	\$628	\$640	\$653	\$666	\$680	\$693	\$728
National Honor Society	0.19	\$592	\$603	\$615	\$628	\$640	\$653	\$666	\$680	\$693	\$728
Orchestra Director - MS	0.16	\$498	\$508	\$518	\$529	\$539	\$550	\$561	\$572	\$584	\$613
Director of Choirs - MS	0.16	\$498	\$508	\$518	\$529	\$539	\$550	\$561	\$572	\$584	\$613
Director - MS Musical	0.16	\$498	\$508	\$518	\$529	\$539	\$550	\$561	\$572	\$584	\$613
Vocal Director - MS Musical	0.16	\$498	\$508	\$518	\$529	\$539	\$550	\$561	\$572	\$584	\$613
Freshman Class Sponsor	0.12	\$374	\$381	\$389	\$396	\$404	\$413	\$421	\$429	\$438	\$460
Magazine Sales Chairperson - MS	0.12	\$374	\$381	\$389	\$396	\$404	\$413	\$421	\$429	\$438	\$460
Bookstore - MS	0.11	\$342	\$349	\$356	\$363	\$371	\$378	\$386	\$393	\$401	\$421
Director - El Musical	0.10	\$311	\$318	\$324	\$330	\$337	\$344	\$351	\$358	\$365	\$383

2008-2009 (2nd 13 weeks)

SCHEDULE B

12/15/2008

Base is 34937 x .09	3144											
Index	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 15		
Producer/Director - HS Musical	1.35	\$4,245	\$4,330	\$4,416	\$4,505	\$4,595	\$4,687	\$4,780	\$4,876	\$4,974	\$5,222	
Debate - HS	1.17	\$3,679	\$3,762	\$3,827	\$3,904	\$3,982	\$4,062	\$4,143	\$4,226	\$4,310	\$4,526	
Forensics - HS	1.17	\$3,679	\$3,762	\$3,827	\$3,904	\$3,982	\$4,062	\$4,143	\$4,226	\$4,310	\$4,526	
Band Director - HS	1.17	\$3,679	\$3,762	\$3,827	\$3,904	\$3,982	\$4,062	\$4,143	\$4,226	\$4,310	\$4,526	
Guidance Director - HS	1.00	\$3,144	\$3,207	\$3,271	\$3,337	\$3,404	\$3,472	\$3,541	\$3,612	\$3,684	\$3,868	
Pre K-12 Team Leaders	1.00	\$3,144	\$3,207	\$3,271	\$3,337	\$3,404	\$3,472	\$3,541	\$3,612	\$3,684	\$3,868	
Elementary Strings	1.00	\$3,144	\$3,207	\$3,271	\$3,337	\$3,404	\$3,472	\$3,541	\$3,612	\$3,684	\$3,868	
Yearbook - HS	1.00	\$3,144	\$3,207	\$3,271	\$3,337	\$3,404	\$3,472	\$3,541	\$3,612	\$3,684	\$3,868	
Student Council - HS	0.87	\$2,736	\$2,790	\$2,846	\$2,903	\$2,961	\$3,020	\$3,081	\$3,142	\$3,205	\$3,365	
Dramatics - HS - per play	0.84	\$2,641	\$2,694	\$2,748	\$2,803	\$2,859	\$2,916	\$2,974	\$3,034	\$3,095	\$3,249	
Newspaper - HS	0.80	\$2,515	\$2,566	\$2,617	\$2,669	\$2,723	\$2,777	\$2,833	\$2,889	\$2,947	\$3,095	
Senior Class Sponsor	0.62	\$1,949	\$1,988	\$2,028	\$2,069	\$2,110	\$2,152	\$2,195	\$2,239	\$2,284	\$2,398	
Student Council - MS	0.62	\$1,949	\$1,988	\$2,028	\$2,069	\$2,110	\$2,152	\$2,195	\$2,239	\$2,284	\$2,398	
Director of Choirs - HS	0.59	\$1,855	\$1,892	\$1,930	\$1,969	\$2,008	\$2,048	\$2,089	\$2,131	\$2,174	\$2,282	
Vocal Director - HS Musical	0.59	\$1,855	\$1,892	\$1,930	\$1,969	\$2,008	\$2,048	\$2,089	\$2,131	\$2,174	\$2,282	
Building Chairpersons	0.44	\$1,384	\$1,411	\$1,439	\$1,468	\$1,498	\$1,528	\$1,558	\$1,589	\$1,621	\$1,702	
Science Materials Coordinator	0.44	\$1,384	\$1,411	\$1,439	\$1,468	\$1,498	\$1,528	\$1,558	\$1,589	\$1,621	\$1,702	
Orchestra Director - HS	0.44	\$1,384	\$1,411	\$1,439	\$1,468	\$1,498	\$1,528	\$1,558	\$1,589	\$1,621	\$1,702	
Junior Class Sponsor	0.44	\$1,384	\$1,411	\$1,439	\$1,468	\$1,498	\$1,528	\$1,558	\$1,589	\$1,621	\$1,702	
Orchestra Director - HS Musical	0.44	\$1,384	\$1,411	\$1,439	\$1,468	\$1,498	\$1,528	\$1,558	\$1,589	\$1,621	\$1,702	
DECA Sponsor	0.44	\$1,384	\$1,411	\$1,439	\$1,468	\$1,498	\$1,528	\$1,558	\$1,589	\$1,621	\$1,702	
BPA Sponsor	0.44	\$1,384	\$1,411	\$1,439	\$1,468	\$1,498	\$1,528	\$1,558	\$1,589	\$1,621	\$1,702	
Concessions Manager - football, basketball & invitationals	0.44	\$1,384	\$1,411	\$1,439	\$1,468	\$1,498	\$1,528	\$1,558	\$1,589	\$1,621	\$1,702	
Band Assistant	0.38	\$1,195	\$1,219	\$1,243	\$1,268	\$1,293	\$1,319	\$1,346	\$1,373	\$1,400	\$1,470	
Assistant Forensics - HS	0.38	\$1,195	\$1,219	\$1,243	\$1,268	\$1,293	\$1,319	\$1,346	\$1,373	\$1,400	\$1,470	
Assistant Debate - HS	0.38	\$1,195	\$1,219	\$1,243	\$1,268	\$1,293	\$1,319	\$1,346	\$1,373	\$1,400	\$1,470	
Summer Work (in 40 hr weeks)	0.37	\$1,163	\$1,187	\$1,210	\$1,235	\$1,259	\$1,284	\$1,310	\$1,336	\$1,363	\$1,431	
Yearbook - MS	0.28	\$880	\$898	\$916	\$934	\$953	\$972	\$991	\$1,011	\$1,032	\$1,083	
Safety Patrol - Elementary	0.28	\$880	\$898	\$916	\$934	\$953	\$972	\$991	\$1,011	\$1,032	\$1,083	
Student Council - Elementary	0.28	\$880	\$898	\$916	\$934	\$953	\$972	\$991	\$1,011	\$1,032	\$1,083	
Choreographer - HS Musical	0.25	\$786	\$802	\$818	\$834	\$851	\$868	\$885	\$903	\$921	\$967	
Stage Supervision - HS	0.25	\$786	\$802	\$818	\$834	\$851	\$868	\$885	\$903	\$921	\$967	
Science Olympiad Team - HS	0.25	\$786	\$802	\$818	\$834	\$851	\$868	\$885	\$903	\$921	\$967	
Forensics/Debate -MS- each season	0.25	\$786	\$802	\$818	\$834	\$851	\$868	\$885	\$903	\$921	\$967	
Band Director - MS	0.25	\$786	\$802	\$818	\$834	\$851	\$868	\$885	\$903	\$921	\$967	
Literary Magazine - HS	0.19	\$597	\$609	\$622	\$634	\$647	\$660	\$673	\$686	\$700	\$735	
Sophomore Class Sponsor	0.19	\$597	\$609	\$622	\$634	\$647	\$660	\$673	\$686	\$700	\$735	
National Honor Society	0.19	\$597	\$609	\$622	\$634	\$647	\$660	\$673	\$686	\$700	\$735	
Orchestra Director - MS	0.16	\$503	\$513	\$523	\$534	\$545	\$555	\$567	\$578	\$589	\$619	
Director of Choirs - MS	0.16	\$503	\$513	\$523	\$534	\$545	\$555	\$567	\$578	\$589	\$619	
Director - MS Musical	0.16	\$503	\$513	\$523	\$534	\$545	\$555	\$567	\$578	\$589	\$619	
Vocal Director - MS Musical	0.16	\$503	\$513	\$523	\$534	\$545	\$555	\$567	\$578	\$589	\$619	
Freshman Class Sponsor	0.12	\$377	\$385	\$393	\$400	\$408	\$417	\$425	\$433	\$442	\$464	
Magazine Sales Chairperson - MS	0.12	\$377	\$385	\$393	\$400	\$408	\$417	\$425	\$433	\$442	\$464	
Bookstore - MS	0.11	\$346	\$353	\$360	\$367	\$374	\$382	\$390	\$397	\$405	\$426	
Director - El Musical	0.10	\$314	\$321	\$327	\$334	\$340	\$347	\$354	\$361	\$368	\$387	

SCHEDULE C

EXTRA PAY SCHEDULE (COACHES)

Section 1: The following provisions shall remain in full force and effect throughout the duration of this Agreement and shall not be subject to future negotiations during said period except as herein provided.

Section 2: Factors such as: 1) Length of season; 2) Number of athletic contests; 3) Attendance and/or revenue at contests; 4) Number of assistant coaches; 5) Number of participants; 6) Control of program vertically; and 7) Budget, equipment and inventory have a relationship to the establishment of indices for coaching pay. In considering these factors, the School and the Association have agreed to the following provisions to arrive at payment for the positions established on Schedule C.

Section 3: The Schedule C Base is established at Step 1 of the BA step on Schedule A.

Section 4: Formula for determining coaching pay for Varsity Head Coaches—All Sports, Athletic Directors and Athletic Coordinators:

Schedule C Base X Head Coach Index X Experience Index = Coaching Pay

<u>POSITION</u>	<u>HEAD COACH INDEX</u>
Basketball -- Men's	0.20
Basketball -- Women's	0.20
Football	0.20
Athletic Coordinator -- MS	0.15
Volleyball -- Women's	0.15
Wrestling -- Men's	0.15
Swimming -- Men's	0.13
Swimming -- Women's	0.13
Hockey -- Men's	0.12
Soccer -- Men's -- Fall	0.12
Soccer -- Women's -- Spring	0.12
Baseball -- Men's	0.11
Softball -- Women's	0.11
Track -- Men's	0.11
Track -- Women's	0.11
Water Polo	0.11
Cheerleader -- Sponsor	0.10
Competitive Cheer Coach	0.10
Cross Country -- Men's	0.10
Cross Country -- Women's	0.10
Golf -- Men's	0.10
Golf -- Women's	0.10

Tennis -- Women's	0.10
Tennis -- Men's	0.10
Gymnastics	0.10

A \$100 payment will be made to a coach for post season play for every successful competition which is necessary to qualify the team for the next level of post season competition.

Section 5: Formula for determining coaching pay for other than Varsity Head Coaches—All Sports:

Schedule C Base X Head Coach Index X Indices for other than Varsity Head Coaches X Experience Index = Coaching Pay

INDICES FOR OTHER THAN VARSITY HEAD COACHES:

.58 for the following coaching positions:

- Men's Basketball – JV Head
- Women's Basketball – JV Head
- Football Varsity Assistant
- Football – JV Head
- Wrestling Assistant
- Men's & Women's Swimming Assistant
- Women's Softball Varsity Assistant
- Women's Softball – JV Head
- Men's Baseball Varsity Assistant
- Men's Baseball – JV Head
- Men's Track Varsity Assistant
- Women's Track Varsity Assistant
- Women's Track – JV Head
- Men's Track – JV Head
- Men's Tennis – JV Head
- Women's Tennis – JV Head
- Women's Volleyball - JV Head
- Cross Country -- Men's V Assistant
- Cross Country Women's V Assistant
- Golf Men's V Assistant
- Golf Women's V Assistant
- Soccer – J.V. Head
- Gymnastics -- V Assistant
- Water Polo -- Assistant

.50 for the following coaching position:

- Football JV Assistant

.44 for the following coaching positions:

Football 9th Grade Head
Men's Basketball 9th Grade
Women's Basketball 9th Grade
Volleyball 9th Grade Head
Cheerleading JV

.38 for the following coaching position:

Football 9th Grade Assistant
Cheerleading 9th Grade
Asst HS Hockey Coach

.29 for the following coaching positions:

Football 8th Grade Head Coach
Men's Track – M.S.
Women's Track – M.S.
Women's Volleyball – M.S.
Men's Wrestling – M.S.
Women's 7th & 8th Grade Basketball
Men's 7th & 8th Grade Basketball

.24 for the following coaching position:

Football 8th Grade Assistant

0.04 Certified Weight Trainer
0.02 Varsity Club Sponsor
0.0017 Ticket Mgr. Football/Basketball - per occasion
0.0012 Ticket Mgr. Other Sports - per occasion

Intramural Sponsor \$130.00

Section 6: When a person is employed in a coaching position listed on Schedule C, the coach's previous experience shall be evaluated by the School and the coach may be granted credit for previous experience in that sport in accordance with the following conditions:

(a) If the previous experience is in Portage at the same level of coaching assignment, one (1) step may be allowed for each year of experience if the previous experience of the coach is deemed satisfactory.

(b) If the previous experience is in the Portage System but at a lower level of coaching assignment, one (1) step may be allowed for each two (2) years experience if the previous experience of the coach is deemed satisfactory.

(c) If the previous experience is another school system, one (1) step may be allowed for each two (2) years experience if the previous experience of the coach is deemed satisfactory.

(d) This experience index is not applicable to the positions of Intramural Sponsor and Varsity Club.

Section 7: Each coach will receive a formal written evaluation each year. If the evaluation is less than satisfactory, that year will not be counted as part of that coach's satisfactory experience index.

Section 8: There is no tenure in any position in this Schedule.

Section 9: The establishment of and appointment to positions within this Schedule is an administrative responsibility.

Section 10: If the School approves the alteration of the duties of any position on Schedule C to the extent that a significant change in duties occurs or if the School approves the establishment of a new position, the School will negotiate with the Association the revision of the index to be applied to the affected position.

Section 11: If an athletic program is changed as a result of a Michigan High School Athletic Association regulation or decision, the School will discuss with the Association the revision of the index applied to the affected position.

Section 12: The listing of a position on Schedule C does not require the School to fill each position.

Section 13: The Administration shall develop written expectations for the supervision and evaluation of coaches and advisors.

All coaches and advisors shall be evaluated annually. Individuals will be evaluated on their responsibilities throughout the calendar year. This evaluation will be completed within thirty (30) school days after completion of season or contract. The coach/advisor will review, sign and be given a copy of the evaluation. Signing does not necessarily indicate agreement with the evaluation. Upon receipt of the evaluation, the coach/advisor will have five (5) school days to submit a written response to be attached to the evaluation prior to it being placed in his or her personnel file.

An unsatisfactory evaluation should include an individual improvement plan when applicable.

Head coaches and advisors shall be evaluated by the principal or his/her designee. Assistant coaches or advisors will be evaluated by the head coach or advisor; however, that evaluation does not preclude additional evaluation by a district administrator.

For head coaches, if no written evaluation is given, then the evaluation shall be deemed satisfactory for that season/contract period.

Satisfactory evaluations will entitle the coach/advisor to continue in that position in the absence of extenuating circumstances.

2008-2009 (1st 13 weeks)	34596											12/15/2008
SCHEDULE C												
VARSITY HEAD COACH	34595	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 15	
Basketball - Men's	0.20	\$6,919	\$7,057	\$7,199	\$7,342	\$7,489	\$7,639	\$7,792	\$7,948	\$8,107	\$8,512	
Basketball - Women's	0.20	\$6,919	\$7,057	\$7,199	\$7,342	\$7,489	\$7,639	\$7,792	\$7,948	\$8,107	\$8,512	
Football	0.20	\$6,919	\$7,057	\$7,199	\$7,342	\$7,489	\$7,639	\$7,792	\$7,948	\$8,107	\$8,512	
Athletic Coordinator - MS	0.16	\$5,189	\$5,293	\$5,399	\$5,507	\$5,617	\$5,729	\$5,844	\$5,961	\$6,080	\$6,384	
Volleyball - Women's	0.15	\$5,189	\$5,293	\$5,399	\$5,507	\$5,617	\$5,729	\$5,844	\$5,961	\$6,080	\$6,384	
Wrestling - Men's	0.15	\$5,189	\$5,293	\$5,399	\$5,507	\$5,617	\$5,729	\$5,844	\$5,961	\$6,080	\$6,384	
Swimming - Men's	0.13	\$4,497	\$4,587	\$4,679	\$4,773	\$4,868	\$4,965	\$5,065	\$5,166	\$5,269	\$5,533	
Swimming - Women's	0.13	\$4,497	\$4,587	\$4,679	\$4,773	\$4,868	\$4,965	\$5,065	\$5,166	\$5,269	\$5,533	
Hockey - Men's	0.12	\$4,151	\$4,234	\$4,319	\$4,405	\$4,494	\$4,583	\$4,675	\$4,769	\$4,864	\$5,107	
Soccer - Men's - Fall	0.12	\$4,151	\$4,234	\$4,319	\$4,405	\$4,494	\$4,583	\$4,675	\$4,769	\$4,864	\$5,107	
Soccer - Women's - Spring	0.12	\$4,151	\$4,234	\$4,319	\$4,405	\$4,494	\$4,583	\$4,675	\$4,769	\$4,864	\$5,107	
Baseball - Men's	0.11	\$3,805	\$3,882	\$3,959	\$4,038	\$4,119	\$4,202	\$4,286	\$4,371	\$4,459	\$4,682	
Softball - Women's	0.11	\$3,805	\$3,882	\$3,959	\$4,038	\$4,119	\$4,202	\$4,286	\$4,371	\$4,459	\$4,682	
Track - Men's	0.11	\$3,805	\$3,882	\$3,959	\$4,038	\$4,119	\$4,202	\$4,286	\$4,371	\$4,459	\$4,682	
Track - Women's	0.11	\$3,805	\$3,882	\$3,959	\$4,038	\$4,119	\$4,202	\$4,286	\$4,371	\$4,459	\$4,682	
Water Polo	0.11	\$3,805	\$3,882	\$3,959	\$4,038	\$4,119	\$4,202	\$4,286	\$4,371	\$4,459	\$4,682	
Cheerleader - Sponsor	0.10	\$3,460	\$3,529	\$3,599	\$3,671	\$3,745	\$3,820	\$3,896	\$3,974	\$4,053	\$4,256	
Competitive Cheer Coach	0.10	\$3,460	\$3,529	\$3,599	\$3,671	\$3,745	\$3,820	\$3,896	\$3,974	\$4,053	\$4,256	
Cross Country - Men's	0.10	\$3,460	\$3,529	\$3,599	\$3,671	\$3,745	\$3,820	\$3,896	\$3,974	\$4,053	\$4,256	
Cross Country - Women's	0.10	\$3,460	\$3,529	\$3,599	\$3,671	\$3,745	\$3,820	\$3,896	\$3,974	\$4,053	\$4,256	
Golf - Men's	0.10	\$3,460	\$3,529	\$3,599	\$3,671	\$3,745	\$3,820	\$3,896	\$3,974	\$4,053	\$4,256	
Golf - Women's	0.10	\$3,460	\$3,529	\$3,599	\$3,671	\$3,745	\$3,820	\$3,896	\$3,974	\$4,053	\$4,256	
Tennis - Women's	0.10	\$3,460	\$3,529	\$3,599	\$3,671	\$3,745	\$3,820	\$3,896	\$3,974	\$4,053	\$4,256	
Tennis - Men's	0.10	\$3,460	\$3,529	\$3,599	\$3,671	\$3,745	\$3,820	\$3,896	\$3,974	\$4,053	\$4,256	
Gymnastics	0.10	\$3,460	\$3,529	\$3,599	\$3,671	\$3,745	\$3,820	\$3,896	\$3,974	\$4,053	\$4,256	
<i>A \$100 payment will be made to a coach for post season play for every successful competition which is necessary to qualify the team for the next level of post season competition.</i>												

2008-2009 (2nd 13 weeks)	34937												12/15/2008
SCHEDULE C													
VARSITY HEAD COACH	34937	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 15		
Basketball - Men's	0.20	\$6,987	\$7,127	\$7,270	\$7,415	\$7,563	\$7,715	\$7,869	\$8,026	\$8,187	\$8,596		
Basketball - Women's	0.20	\$6,987	\$7,127	\$7,270	\$7,415	\$7,563	\$7,715	\$7,869	\$8,026	\$8,187	\$8,596		
Football	0.20	\$6,987	\$7,127	\$7,270	\$7,415	\$7,563	\$7,715	\$7,869	\$8,026	\$8,187	\$8,596		
Athletic Coordinator - MS	0.15	\$5,241	\$5,345	\$5,452	\$5,561	\$5,673	\$5,786	\$5,902	\$6,020	\$6,140	\$6,447		
Volleyball - Women's	0.15	\$5,241	\$5,345	\$5,452	\$5,561	\$5,673	\$5,786	\$5,902	\$6,020	\$6,140	\$6,447		
Wrestling - Men's	0.15	\$5,241	\$5,345	\$5,452	\$5,561	\$5,673	\$5,786	\$5,902	\$6,020	\$6,140	\$6,447		
Swimming - Men's	0.13	\$4,642	\$4,633	\$4,725	\$4,820	\$4,916	\$5,015	\$5,115	\$5,217	\$5,321	\$5,589		
Swimming - Women's	0.13	\$4,642	\$4,633	\$4,725	\$4,820	\$4,916	\$5,015	\$5,115	\$5,217	\$5,321	\$5,589		
Hockey - Men's	0.12	\$4,192	\$4,276	\$4,362	\$4,449	\$4,538	\$4,629	\$4,721	\$4,816	\$4,912	\$5,158		
Soccer - Men's - Fall	0.12	\$4,192	\$4,276	\$4,362	\$4,449	\$4,538	\$4,629	\$4,721	\$4,816	\$4,912	\$5,158		
Soccer - Women's - Spring	0.12	\$4,192	\$4,276	\$4,362	\$4,449	\$4,538	\$4,629	\$4,721	\$4,816	\$4,912	\$5,158		
Baseball - Men's	0.11	\$3,843	\$3,920	\$3,998	\$4,078	\$4,160	\$4,243	\$4,328	\$4,414	\$4,503	\$4,728		
Softball - Women's	0.11	\$3,843	\$3,920	\$3,998	\$4,078	\$4,160	\$4,243	\$4,328	\$4,414	\$4,503	\$4,728		
Track - Men's	0.11	\$3,843	\$3,920	\$3,998	\$4,078	\$4,160	\$4,243	\$4,328	\$4,414	\$4,503	\$4,728		
Track - Women's	0.11	\$3,843	\$3,920	\$3,998	\$4,078	\$4,160	\$4,243	\$4,328	\$4,414	\$4,503	\$4,728		
Water Polo	0.11	\$3,843	\$3,920	\$3,998	\$4,078	\$4,160	\$4,243	\$4,328	\$4,414	\$4,503	\$4,728		
Cheerleader - Sponsor	0.10	\$3,494	\$3,564	\$3,635	\$3,708	\$3,782	\$3,857	\$3,934	\$4,013	\$4,093	\$4,298		
Competitive Cheer Coach	0.10	\$3,494	\$3,564	\$3,635	\$3,708	\$3,782	\$3,857	\$3,934	\$4,013	\$4,093	\$4,298		
Cross Country - Men's	0.10	\$3,494	\$3,564	\$3,635	\$3,708	\$3,782	\$3,857	\$3,934	\$4,013	\$4,093	\$4,298		
Cross Country - Women's	0.10	\$3,494	\$3,564	\$3,635	\$3,708	\$3,782	\$3,857	\$3,934	\$4,013	\$4,093	\$4,298		
Golf - Men's	0.10	\$3,494	\$3,564	\$3,635	\$3,708	\$3,782	\$3,857	\$3,934	\$4,013	\$4,093	\$4,298		
Golf - Women's	0.10	\$3,494	\$3,564	\$3,635	\$3,708	\$3,782	\$3,857	\$3,934	\$4,013	\$4,093	\$4,298		
Tennis - Women's	0.10	\$3,494	\$3,564	\$3,635	\$3,708	\$3,782	\$3,857	\$3,934	\$4,013	\$4,093	\$4,298		
Tennis - Men's	0.10	\$3,494	\$3,564	\$3,635	\$3,708	\$3,782	\$3,857	\$3,934	\$4,013	\$4,093	\$4,298		
Gymnastics	0.10	\$3,494	\$3,564	\$3,635	\$3,708	\$3,782	\$3,857	\$3,934	\$4,013	\$4,093	\$4,298		
A \$100 payment will be made to a coach for post season play for every successful competition which is necessary to qualify the team for the next level of post season competition.													

LETTER OF AGREEMENT No. 1

The parties agree that consideration of program needs is an appropriate factor to consider in the filling of vacancies in the bargaining unit.

1. To facilitate this process, a joint committee will be formed consisting of an equivalent number of administrative representatives and bargaining unit representatives in each building to determine the program needs for any vacancy in that building. The committee will then jointly write the job posting for the vacancy consistent with the Bargaining Agreement, taking program needs, certification and qualifications into consideration.
2. No parents will serve on these committees, nor shall these committees be responsible for making hiring decisions or conducting interviews.
3. Job postings that are developed by the building committees shall not be grievable but shall be subject to review and modification following discussion with the Association and Employer.
4. A standing committee consisting of an equal number of Employer and Bargaining Unit representatives will be formed to study issues which come up during the school year through the building committees, such as size of committees, sites, how representatives are selected, how ties are broken, etc.
5. This standing committee will report back to the Association and Employer prior to any successor agreement regarding any suggested modifications that may need to be negotiated into the Bargaining Agreement.

PORTAGE EDUCATION ASSOCIATION

PORTAGE PUBLIC SCHOOLS

By: /s/ David R. Laing

By: /s/ John G. Manske

LETTER OF AGREEMENT NO. 2

The parties recognize that under the No Child Left Behind Act and Education Yes that they will have to respond to new standards promulgated by both the federal and state government regarding "highly qualified" teachers. Therefore, the parties have agreed to establish a committee of six (6) individuals who will study the issues surrounding the standards for highly qualified teachers. The committee shall be made up of two (2) administrators appointed by the Superintendent of Schools, two (2) teachers appointed by the President of the Association and two (2) teachers jointly appointed by the Superintendent and the Association President. This joint committee shall make its recommendations to the Mutual Concerns Committee identified in Article XXVII, Section 4, of the Agreement.

PORTAGE EDUCATION ASSOCIATION

PORTAGE PUBLIC SCHOOLS

By: /s/ David R. Laing

By: John G. Manske

LETTER OF AGREEMENT NO. 3

1. It is agreed by the parties that elementary teachers shall have a thirty (30) minute duty free lunch.
2. Elementary teachers shall also have twenty-six (26) minutes of planning time each day contiguous to their duty free lunch.
3. "Duty free" means that a teacher cannot be required to attend a meeting during his/her lunch period. While an elementary teacher's lunch hour can be flexibly scheduled with agreement from the building principal, without such agreement it is considered as occurring during the first thirty (30) minutes of the lunch/planning period.
4. During the teacher's planning period, meetings with the building principal may occur, as may meetings with a team or grade grouping, with the agreement of staff. Meetings of groups of teachers may be called during planning time only if a majority of the teachers involved agree this is the best time for meetings. Otherwise, these meetings will be required to occur before or after school hours.

PORTAGE EDUCATION ASSOCIATION

PORTAGE PUBLIC SCHOOLS

By: /s/ David R. Laing

By: /s/ John G. Manske

LETTER OF AGREEMENT NO. 4

The parties have agreed to establish a committee to determine the viability of increasing the payment to bargaining unit members who desire to receive insurance benefits under the non-Portage school employee spouse. Employees interested in opting out of health insurance and receiving the MESSA Choices single subscriber subsidy must notify the District by May 15, 2005, as to when this change would take effect. A joint committee will determine the feasibility of this plan. If the plan is viable the changes will go into effect and added to Section 1, subparagraph B, Article XIX of this Agreement.

PORTAGE EDUCATION ASSOCIATION

PORTAGE PUBLIC SCHOOLS

By: /s/ David R. Laing

By: /s/ John G. Manske

LETTER OF AGREEMENT NO. 5

The parties have agreed that when a bargaining unit member retires from the School District and makes application to the Michigan Public School Employees Retirement System for retirement benefits, the District will only be responsible for payment of the District's portion for the employee's insurance premium through June 30 provided the employee retired at the end of the school year and such employee starts to receive retirement benefits. The District will reimburse said retiree for his/her required payment towards the premium for said insurance for the months of July and August provided said employee retired at the end of the school year.

PORTAGE EDUCATION ASSOCIATION

PORTAGE PUBLIC SCHOOLS

By: /s/ David R. Laing

By: /s/ John G. Manske

LETTER OF AGREEMENT #6

The parties have agreed, for the 2007-2008 school year, to the following regarding elementary specials:

Full-time elementary special teachers can be scheduled up to fifty (50) teaching sections per week. (Assignments include travel and supervision.)

To be considered a full-time elementary special teacher, the individual must have a schedule which includes at least forty-eight (48) teaching sections.

A part-time elementary special teacher shall be paid based on the fact that full-time elementary special teachers are scheduled fifty (50) assignments per week which may include travel and supervision.

When possible, elementary special teachers with a part-time assignment will be provided with additional work which would lead to full-time assignment.

The parties recognize that this Agreement is only for the 2007-2008 school year. Therefore, both the PEA and the District agree to meet on this issue on or before May 15, 2008, for the purpose of attempting to resolve any and all issues involving the assignment of elementary special teachers for the 2008-2009 school year.

PORTAGE EDUCATION ASSOCIATION

PORTAGE PUBLIC SCHOOLS

By: _____

By: _____

Date: _____

Date: _____

LETTER OF AGREEMENT #7

NOW COMES the Portage Education Association and the Portage Public Schools, and said parties being signatories to a Collective Bargaining Agreement do hereby agree to the following:

In the event the employee's mother or father has a true medical emergency during the school year, said employee may request the usage of up to five (5) sick days from the "Medical Emergency Committee" which shall be made up of two (2) individuals appointed by the President of the Portage Education Association and two (2) individuals appointed by the Superintendent of Schools. Additional days may be granted by the Committee.

The above-named Committee shall handle said request either by computer or telephonically and shall notify the requesting employee as soon as possible. Such Committee shall also establish examples of what will constitute an emergency so that employees are advised prior to their requests.

This Letter of Agreement was entered into by the parties with the understanding that the Association will work with its membership so as to substantially reduced the normal usage of sick leave.

PORTAGE EDUCATION ASSOCIATION

PORTAGE PUBLIC SCHOOLS

By: _____

By: _____

Date: _____

Date: _____

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