

**PORTAGE PUBLIC SCHOOLS
OF THE CITY OF PORTAGE**

and

**PORTAGE EDUCATION ASSOCIATION,
INCORPORATED**

**2012-2013
NEGOTIATIONS AGREEMENT**

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AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2012, 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 1 – 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 | School Social Workers |
| Guidance Counselors | School Psychologists |
| Media Specialists | 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 2 – 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 that are the School's property and for use in connection with the performance of the teacher's professional duties are accessible to administrative personnel with consent of the teacher or with the teacher present (or teacher's designee present) for non-investigatory work-related purposes as well as for investigation of work-related misconduct. Teachers' Daily Plan Books shall always be available to the principal for his/her use and information. 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 exercise their Weingarten rights.

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: 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 13: If the President of the Association is a secondary teacher, he/she shall be assigned to three (3) contiguous academic courses of teaching in a 6 or 7 period day, with such work commencing at the beginning of normal working hours in the assigned building. The Association shall reimburse the School for fifty percent (50%) 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 percent (50%) with such work commencing at the beginning of normal working hours in the assigned building. The Association shall reimburse the School for fifty percent (50%) of the cost of that individual's (1) Schedule A salary, (2) MPSERS, (3) Social Security and Medicare tax. The President will not be assigned more than a 0.50 Teacher Full-Time (FTE) continuous work schedule, and will not be responsible for an advisory period, if one exists.

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 7 of this Agreement.

Section 14: 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 15: Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under the Michigan Revised School Code.

Section 16: 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 17: 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.

ARTICLE 3 – ASSOCIATION AND TEACHER RESPONSIBILITIES

Section 1: The School will distribute individual teacher contracts not later than October 1, or within thirty (30) days of the ratification of a new collective bargaining agreement (if a collective bargaining agreement is not in effect on October 1), whichever date is later. Teachers will return their signed individual contracts to the Human Resources office within fourteen (14) days of their issuance.

All individual contracts are subject to the terms of this Agreement.

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 shall 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: An employee who wishes to resign must submit a written notice of resignation to the School at least sixty (60) days prior to the desired date of release, unless there is a mutual written agreement to release the teacher at an earlier date.

ARTICLE 4 – 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: 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 5 – 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, less any amounts not permitted by law. 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 subject 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 involuntary wage deduction pursuant to MCL 408.477 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 make an involuntary deduction of the service fee amount from the teacher's wages, according to these procedures.
- (c) The Board, upon receipt of such demand for involuntary wage deduction, shall act on said demand, and shall provide the teacher with an opportunity for a hearing within ten (10) days prior to making the involuntary deduction. In the event of compliance prior to involuntary deduction, the Association demand 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: Nothing in this Article shall be interpreted or applied to require deduction of employee contributions to political action or other similar funds of the Association or its affiliates.

Section 5: Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a policy regarding "Objections to Political-Ideological Expenditures - Administrative Procedures". That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

Section 6: Due to certain requirements established in recent Court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the service fee by non-members shall be

activated thirty (30) days following the Association's notification to non-members of the service fee for that given school year.

Section 7: The Association will certify at least annually to the School, fifteen (15) days prior to the date of the first payroll deduction for membership dues, the amount of said membership dues to be deducted by the School.

The Association and the School agree to promptly notify one another during the school year when they become aware of changes in membership status or employment status [i.e., new hires, resignations, layoffs or unpaid leaves exceeding thirty (30) days] which impact upon the assessment and collection of dues and service fees under this Article.

Section 8: The Association agrees to promptly notify the School in the event a Court order, an Order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association. In the event of the entry of such an Order or arbitration award, the School shall have the right to immediately suspend involuntary wage deduction under this Article and shall promptly give notice of any such decision to the Association.

Section 9: A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donation shall be made to a charitable organization(s) as designated by the Association.

Section 10: 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 11: 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 19
- (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 12: For the purpose of this Article, the term “school year” shall include the period as specified in Article 24.

ARTICLE 6 – 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 48 hours notice (except in case of emergency), for not more than two (2) hours per week, unless extended by the following exceptions. If a scheduled meeting is cancelled and rescheduled, the administration will provide three (3) working days notice.

- (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.

If a teacher has a Schedule B or Schedule C scheduled game or contest (excluding practices unless excused by the building administrator) for the School which conflicts with the teacher’s attendance at required meetings, the teacher will be excused from the meeting but remains responsible for all materials and work covered at the meeting.

Such meetings may be called on Monday through Thursday of a work week, except on the days immediately preceding or immediately following holidays or vacations, and shall be contiguous in time to the regular school day. Such meetings shall not exceed ninety (90) minutes in duration and 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. Except in case of emergency, such meetings will not be scheduled during weeks of parent/teacher conferences or open house. The third Monday of each month is reserved for PEA meetings.

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 five (5) evenings each year for these purposes, with compensatory released time, and all staff members are required to be in attendance unless specifically excused by the building administrator. Meetings of this type will not be scheduled to go beyond 9:00 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 three (3) 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 unless they have been approved, in advance, by their building principal to leave at student dismissal. In that event, the teacher remains responsible for fulfilling the work day requirement set forth in Section 1 of this Article. 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 (excluding Credit Recovery Classes) scheduled outside of the normal work day will only be assigned to teachers who voluntarily express an interest to teach these classes. A teacher with a zero hour assignment as part of his/her regular work schedule will not have a 7th hour assignment, and a teacher with an 8th hour assignment as part of his/her regular work schedule will not have a 1st hour assignment. However, teachers remain responsible for maintaining the working hours requirements set forth in Section 1 of this Article and also for attendance at required meetings which occur outside of the structure of their work day. The School is not obligated in any way to continue assigning any teacher to any zero or 8th hour assignment in future semesters or in future school years.

Any teacher instructing an extra class (excluding Credit Recovery Classes) must do so on a voluntary basis, and will be paid a pro-rated per diem rate. The School is not obligated in any way to continue assigning any teacher to an extra class in future semesters or in future school years.

A Credit Recovery Class shall be considered a Schedule B position with a position index of .75 per semester. The remuneration for Credit Recovery Classes shall be divided among the teachers assigned to those classes. The School is not obligated in any way to continue assigning any teacher to a Credit Recovery Class in future semesters or in future school years.

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, the paired teacher is expected to assume full time responsibility for the class at regular pay. Leaves in job share situations will be limited to the time that the teacher is disabled from teaching, except as otherwise required by the Family and Medical Leave Act.
- 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, or as may be required by the Teachers' Tenure Act. If a job share teacher decides to return to full time status, that teacher must do so through either the posting procedure or through the exercise of rights possessed by the teacher under the Tenure Act.
 - 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. 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.
- 10) While it is not possible for the School to assure that all special classes will be scheduled in an equitable manner, the School shall make reasonable attempts to do so.
- 11) Fringe benefits are as described in the collective bargaining agreement for part time employees.

ARTICLE 7 – TEACHING LOADS

The normal weekly teaching load shall be as follows:

Section 1: Secondary Level (High School and Middle School)

- A. Thirty (30) assigned periods of classroom instruction (or alternative assignments such as seminar, supervision, Dean of Students, Literacy Coach, mentoring, tutoring, etc.), up to five (5) Advisory periods (not to exceed 30-minutes each) may be included (as specified under ¶ D of this Article), and five (5) periods for preparation and conference will be assigned during the 7-period day. 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 at the secondary level shall have their compensation determined as follows:

one (1) assigned period	= .17
two (2) assigned periods	= .33
three (3) assigned periods	= .50
four (4) assigned periods	= .67
five (5) assigned periods	= .83
six (6) assigned periods	=1.00

- C. No teacher will be given seven (7) assigned instructional periods (or the equivalent alternative assignments, as referenced above) without the teacher's consent. Compensation for such additional assignment will be the pro-rated per diem rate as specified in Section 1(B) above.
- D. At the secondary level, the School shall have the alternative of scheduling an Advisory period for purposes of student academic support and enhancement. An Advisory period will be scheduled if agreed upon by the building principal and 75% of the voting PEA members assigned to that building (as determined through a secret ballot vote conducted by the building principal and the Association). There must be at least a two (2) work day notice of such a vote taking place and the voting window must be at least two (2) work days in duration [not counting the two (2) work day notice]. Any changes in the instructional day due to the implementation of an Advisory period must not violate any other sections of the PEA Contract. During the Advisory period students may be directed by teachers to different classrooms. The Advisory period will not be considered or implemented as an additional daily instruction period for purposes of applying this Article. Each full-time teacher will be assigned to an Advisory section (if such sections exists in the particular building). Part-time teachers may be assigned an Advisory section if the daily Advisory period is within their normal work day.
- E. At the High School level, the School shall have the alternative of scheduling a seminar period. The inclusion of a seminar period within the teacher's assignment shall be considered as an assigned period of classroom instruction.
- F. 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 2: Elementary

- A. Teachers shall be assigned to a daily average of 337 minutes of classroom instruction. Elementary teachers are not required to supervise students before the bell.
- B. Each teacher shall also be assigned a weekly average of 240 minutes of time for planning and preparation during the instructional day, exclusive of the planning time specified in ¶ E of this Article. The 240-minutes of planning time will be provided in not less than thirty (30) minute segments. However, preparation time may be provided to special subjects teachers in segments of less than thirty (30) minutes to accommodate travel of itinerant special subjects teachers, as specified in ¶ F(7) of this Article.
- C. A and B above assume that State required hours will remain at 1098, and that those required hours will be met for receipt of State Aid. Any adjustment necessary to attain these standards will be reviewed with the Association prior to implementation. Teachers will be required to complete up to 38 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 each grading period will be one (1) week after records day. Teachers are not obligated to provide comments on report cards of elementary students for the first and third marking periods.
- E. Teachers will be granted an uninterrupted period of 48 minutes (30 minutes of duty-free lunch contiguous with 18 minutes planning) each day. The 48 minutes will not include time used by the teacher to escort students to and from their lunch periods.
- 1) "Duty-free" means that a teacher cannot be required to attend a meeting during his/her lunch period. While an elementary teacher's lunch period can be flexibly scheduled by agreement with his/her building principal, without such agreement it is considered as occurring during the first thirty (30) minutes of the lunch/planning period.
 - 2) During the teacher's planning period, meetings with the building principal may occur, as may meetings with the team or grade grouping. Meetings of groups of teachers may be called during planning time only if a majority of the teachers involved agree that this is the best time for meetings. Otherwise, such meetings will be required to occur before or after school hours.
- F. Special Subjects teachers (elementary art, world language, media specialists, 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 (as described below) and travel sections.
- 1) To be considered a full-time elementary special subjects teacher, an individual must have a schedule which includes at least forty-eight (48) sections.
 - 2) It is understood that the actual class times may vary above the thirty (30) minute period defining a teaching "section" as described above. In that instance, longer classes shall be equated to thirty (30) minute sections. For example, two (2) forty-five (45) minute classes would be equivalent to three (3) thirty (30) minute sections.
 - 3) A part-time elementary special subjects teacher's teaching sections, travel sections and supervision sections will be prorated from fifty (50) sections. Conference times will be prorated accordingly.
 - 4) 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.
 - 5) Building Principals will consult with special subjects teachers assigned to their building in determining the scheduling of special subjects within that building.

- 6) In the annual assignment process, part-time elementary special subjects teachers may be assigned additional available sections of special subjects for which they are certified and qualified and which would lead to a full-time assignment. If additional special subjects sections are created after initial assignments have been made, the School may allocate those sections to part-time special subjects teachers who are certified and qualified for the assignment, and whose schedule is compatible with the additional assignment(s). Assignments allocated to part-time special subjects teachers under this provision shall not be regarded as vacancies under this Agreement.
- 7) Elementary special subjects teachers who must travel from site-to-site will receive fifteen (15) minutes compensatory time which will be taken in place of non-instructional time (i.e., before or after school) that is otherwise within the teacher work day established in Article 6, Section 1 of this Agreement for the first five (5) site-to-site travels within the work week. For additional site-to-site travel within the work week, fifteen (15) minutes will be counted toward their assigned sections, as follows:

1 (additional) site-to-site travel time per week (6 total) = 1 section
2 (additional) site-to-site travel times per week (7 total) = 1 section
3 (additional) site-to-site travel times per week (8 total) = 2 sections
4 (additional) site-to-site travel times per week (9 total) = 2 sections
5 (additional) site-to-site travel times per week (10 total) = 3 sections
6 (additional) site-to-site travel times per week (11 total) = 3 sections

A site is to be defined as:

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

- G. One-half (1/2) day compensatory release time will be granted to Young 5's and kindergarten teachers who conduct conferences beyond the required conferences (as designated on the school calendar) per semester. Full-time Young 5's and kindergarten teachers ordinarily conduct two (2) extra evening conferences per semester beyond those required on the school calendar. These two (2) extra conferences would result in one (1) full day compensatory release time per semester. The provisions of this paragraph only apply where Young 5's or kindergarten is offered as a half-day program

- H. 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. First grade teachers shall be granted one-half (1/2) day substitute teacher time twice per school year, as scheduled by the teacher with approval of the administration, to allow for required in-school assessments.
- I. 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.
- J. Bus duty (i.e., outside supervision of loading and unloading of buses) will not be required of grade level teachers. However, this does not preclude grade level teachers from being assigned to escort their class from the classroom to an exit door of the building at the end of the student day. Bus duty may be performed by special area teachers such as reading consultants, media specialists, counselors, music teachers, art teachers, physical education teachers, world language teachers, special education teachers, safety patrol coordinators, volunteers, non-bargaining unit personnel and other building resources. When assigned to a bargaining unit member, bus duty will be considered as a separate section or assignment for a special area teacher, or as part of an extra-duty assignment, as applicable.

Section 3: 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. The School and the Association recognize that this provision has not been applied or implemented in the 2012-2013 school year.

Section 4: Regular secondary classroom teachers who must travel from site to site will do so on their preparation/conference time and will receive fifteen (15) minutes per day compensatory time which will be taken in place of non-instructional time (i.e., before or after school) that is otherwise within the teacher work day established in Article 6, Section 1 of this Agreement.

A site is to be defined as:

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

Section 5: Mileage will be paid only between sites defined as:

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

ARTICLE 8 – 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 9 – 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 number of teacher obligation days specified in Article 24/Teaching Calendar.

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 10 – TEACHING ASSIGNMENTS

Section 1: Whenever a vacant 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 before the posting provisions of this Section are implemented. Teachers may express a written preference for an assignment for which they are certified (licensed or approved, as applicable) and qualified. Such preference, on the part of a teacher, must be made in writing (or by e-mail) to a building principal with a copy to Human Resources by March 1.
- b) When internal building assignments are completed, notice(s) of vacant positions will be posted in each school building. During the summer months postings will only be in the Administration Building. All vacant Schedule A, B, and C positions will be e-mailed to all PEA members at the time of posting, and also to the PEA President (or designee).
- c) The posting shall provide seven (7) days for the submission of written (or e-mail) applications to Human Resources. 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) The School retains the right to fill vacant position(s) with a substitute or another teacher through the balance of the current year.

Section 2: 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 3: 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 4: 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.

ARTICLE 11 – 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.

ARTICLE 12 – MENTOR TEACHERS/ADVISING TEACHERS

Section 1: Section 1526 of the Revised School Code 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.

Section 2: If a teacher is new to the District (but has at least three years prior teaching experience) the District will appoint an Advising Teacher who will assist the teacher for a one (1) year period in becoming oriented to District and building procedures.

Section 3: Teachers interested in becoming a Mentor Teacher or Advising Teacher must submit their name to their building principal who will be responsible for making these assignments.

Section 4: Contracts for Mentor Teachers and Advising Teachers will be issued yearly. The following stipend will be paid at the end of the academic school year:

Advising/Mentoring First Year Teacher -- \$175 for each one-year assignment
Mentoring Second Year Teacher -- \$125 for each one-year assignment
Mentoring Third Year Teacher -- \$75 for each one-year assignment

ARTICLE 13 – 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 and in conformance with applicable provisions of the Revised School Code. 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, the School’s Handbook, and in conformance with Sections 1309, 1310, and 1311 of the Revised School Code (or its successor provision). The School shall make available to teachers a copy of the School’s Handbooks (as distributed to parents/guardians and/or students) and Sections 1309, 1310, and 1311 of the Revised School Code.

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 by the teacher, the School will advise the teacher of his/her rights and obligations with respect to such assault. The School will investigate the assault and shall advise the teacher of any action taken, including any reports made to law enforcement authorities.

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.

Section 5: A teacher has the right, acting within the scope of his/her employment, to use reasonable physical force in conformance with Section 1312 of the Revised School Code (or its successor provision). The School shall make available to teachers a copy of Section 1312 of the Revised School Code.

ARTICLE 14 – 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 and child. “Immediate family” also includes any other dependent who resides with the employee. In circumstances involving a serious health condition of the employee’s mother or father (requiring family intervention or support), an employee may submit a request to utilize up to ten (10) accumulated sick leave days per school year for that purpose.

Sick leave shall not apply to routine physical exams, dental or optical appointments.

Teachers will report absence due to sick leave by establishing contact under procedures established by the School's administration. These procedures will not obligate the teacher to make more than two phone contacts for this purpose, as designated by the building principal.

Section 2: A teacher who reports at the beginning of the school year will be allocated ten (10) sick leave days which will accumulate without limit. Upon ratification of the 2011-2012 Agreement, any days accumulated in a teacher's Extended Illness Sick Leave Protection will be included in that teacher's sick leave accumulation. Teachers hired after July 1, 2012 are subject to a one-hundred (100) day sick leave accumulation limit.

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 and is receiving wage loss benefits under the Workers Disability Compensation Act, 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 disability (including disability of the teacher due to pregnancy or childbirth) must notify the Human Resources Department at least thirty (30) days prior to the commencement of leave, where the need for leave is foreseeable. The teacher must present a physician's statement which specifies the dates during which he/she will be unable to perform the duties of his/her position. The teacher may use accumulated sick

leave, to the extent which it is available, for the period of time his/her physician verifies that he/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 disability leave of absence (Article 14, 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.

Section 12: If there is a snow day or if school is closed for any other reason, teachers will not be charged a sick day unless they are gone more than ten (10) continuous school days.

ARTICLE 15 – BUSINESS LEAVE

Section 1: Each teacher shall receive two (2) days of business leave at the beginning of the school year.

- a) Two (2) business leave days will be credited to the accumulated business leave 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 business leave shall be added upon the employee's resumption of the assignment.
- b) A teacher may accumulate a total of four (4) days of business leave which shall be available for use during that school year.
- c) If, after the addition of two (2) days of business leave to the teacher's accumulated total at the beginning of the school year, the total business leave accumulation is greater than four (4) days, the additional business leave days above four (4) will be added to the teacher's sick leave total at the beginning of the school year.

Section 2: 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 3: 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.

Section 4: 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 and legal appointments, major family events, and for personal illness when a teacher has exhausted paid sick leave. Business leave shall not be used for recreational purposes, vacation, spouse conferences, shopping or job interviews.
- b) 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. In that event, the teacher remains responsible for utilizing Business Leave within the conditions set forth above.
- c) 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.
- d) Written request for business leave shall be submitted to the principal not less than two (2) school days in advance of the intended absence on the form provided by the School, unless the need for the leave was unforeseeable. Teachers will be notified as soon as possible before the date of absence(s) for any disapproval of a request.

Section 5: If there is a snow day or if school is closed for any other reason, teachers will not be charged a sick day, business day, or unpaid day unless they are gone more than ten (10) continuous school days.

ARTICLE 16 – 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 17 – 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, and there are extenuating circumstances necessitating leave beyond that provided in Section 1, up to three (3) additional days of funeral leave will be provided at the request of the teacher and charged to sick leave. Extenuating circumstances shall exist where distant travel is involved or where the teacher has substantial responsibility for funeral arrangements. A teacher will not be required to use business leave under Article 15 where he/she is eligible for leave under this Article.

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 18 – 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, qualifications, 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, unless that teacher is otherwise subject to layoff due to a reduction in personnel.

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 and seniority. If there is no such position available, the returning teacher shall have the right to displace the least senior probationary teacher holding an assignment for which the returning tenure teacher is certified and qualified.
- 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 or adoption.

- a) A teacher may apply for an unpaid leave of absence for reasons of child care or adoption. This unpaid leave of absence may be granted for up to two (2) semesters. The School reserves the right, in consultation with the teacher, to set the beginning and ending dates of leave so as to minimize impact on the instructional process.
- b) A teacher may apply for an unpaid adoptive leave of absence to begin following the five (5) day parental leave (Article 14, Section 12). 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: Any teacher who is unable to perform the essential functions of his/her assignment because of a personal illness or disability which extends beyond the period for which sick leave pay is received under Article 14 of this Agreement may be granted a leave of absence under this Article for the balance of the school year in which accumulated sick leave is exhausted unless a longer interval is required due to the teacher's eligibility under the Family and Medical Leave Act.

- a) Any application for such extended leave shall be in writing and supported by a physician's and/or licensed psychologist's statement. The School reserves the right to have a teacher requesting leave under this provision evaluated by a physician and/or licensed psychologist selected by the School. The School shall be responsible for the cost of any examination by a School appointed physician or licensed psychologist.

- b) A teacher may request renewal of leave for extended personal illness or disability, for up to a maximum of one additional school year after the school year in which sick leave pay is exhausted. Upon request, the teacher will provide medical verification of the need for extended illness/disability leave.
- c) As a condition to returning from extended illness/disability leave, a teacher shall provide medical verification of his/her ability to return to work and to perform essential job functions. After review of the documentation provided by the teacher, the School reserves the right to request that a returning teacher be examined by a physician and/or licensed psychologist of the School's selection as a condition to the teacher returning to work. The School shall be responsible for the cost of any examination by a School appointed physician or licensed psychologist. Upon receipt of the assessment, the School and the teacher (and an Association representative, if requested by the teacher) shall meet to review the assessments.
- d) Except as otherwise required by the Family and Medical Leave Act, a teacher returning from extended illness/disability leave shall provide written notification of the teacher's intent to return from leave at least thirty (30) days prior to expiration of the leave. The teacher and the School may mutually agree that a teacher may return from leave on less than thirty (30) days notice prior to the expiration of the leave.

Section 6: Failure to comply with the reason for requesting the leave may result in termination of the leave and employment. Failure to return from leave at expiration will result in termination of the teacher's employment due to abandonment unless there is a written agreement (reached prior to the expiration of leave) with the School to extend the leave.

Section 7: 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.

Section 8: If there is a snow day or if school is closed for any reason, teachers will not be charged an unpaid leave day unless they are gone more than ten (10) continuous school days.

ARTICLE 19 – INSURANCE

Section 1: HEALTH INSURANCE

- A. Hospital/medical insurance shall be MESSA Choices 2. The School District will contribute seventy percent (70%) towards the premium cost of said insurance. An employee eligible for said coverage shall contribute thirty percent (30%) of said premium cost by way of payroll deduction.

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

- 1) \$500/\$1,000 in-network deductible
- 2) \$1,000/\$2,000 out-of-network deductible
- 3) \$20 office visit co-pay
- 4) \$25 urgent care
- 5) Saver Rx
- 6) \$50 Emergency Room
- 7) AI and XVA2 riders

All eligible bargaining unit members shall have the option of enrolling in MESSA ABC Plan 1 with: \$1,250/\$2,500 deductible Saver RX; no co-payments on medical services; no co-insurance on in-network services (20% member co-insurance on out-of-network services); \$1,000/\$2,000 annual out-of-pocket maximum; 100% on preventive prescriptions/not subject to deductible.

To implement this provision, an open enrollment period will be conducted as soon as administratively feasible after the ratification of the 2012-2013 Agreement. If an eligible employee elects to enroll in MESSA ABC Plan 1, the District will contribute an amount equal to seventy percent (70%) of the MESSA Choices 2 premium (according to enrollment category) towards the premium for ABC Plan 1. An employee enrolled in the ABC Plan 1 coverage shall contribute the balance of said premium cost by way of payroll deduction.

- B. Health insurance shall be limited to one (1) policy if both husband and wife are employed by the District. The spouse enrolled as a dependent shall receive the cash stipend under ¶ C.
- C. Those full-time employees who elect not to participate in the health insurance program will receive a cash stipend of \$175 per month in lieu of such health insurance enrollment. This choice must be made annually during open enrollment. The stipend will be prorated for employees working a 50% - 99% contract.
- 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

- A. The School will provide a group dental insurance program (Delta-007) for all full-time eligible teachers and dependents subject to the conditions outlined in this Section. Dental insurance for part-time teachers will be on a pro-rated basis. All benefits, definitions and terms shall be in accordance with the master policy between the School and the insurance carrier.
- B. For teachers to be eligible to receive this Dental-Insurance benefit, the following conditions must be fulfilled:
 - 1) 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.
 - 2) The teacher has filed all necessary forms with the School's Human Resources Office. The School shall not be liable for retroactive coverage.
 - 3) Requests for changes in coverage must be made through the Human Resources Department and meet the regulations established by the School and the carrier.
 - 4) For those husband-wife combinations employed by Portage Public Schools, coverage shall be limited to one policy.
- C. 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

- A. 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 1. 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.

- B. 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

- A. The School will provide a long-term disability insurance for all teachers employed on at least a 25% contract, providing 66 2/3% of Schedule A salary (pro-rated for part-time teachers) up to a maximum of \$5,000 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).
 - 1) All definitions and terms shall be in accordance with the master policy between the School and the insurance carrier.
 - 2) 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 Retirement under the Public School Employees Retirement Act.
 - 3) 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

- A. 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. Vision insurance for part-time teachers will be on a pro-rated basis.

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

- B. For teachers to be eligible to receive this vision insurance benefit, the following conditions must be fulfilled:
- 1) 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.
 - 2) The teacher has previously filed all necessary forms with the School's Human Resources Office. The School shall not be liable for retroactive payment.
 - 3) Requests for changes in coverage must be made through the Human Resources Department and meet the regulations established by the School and the carrier.
 - 4) For those husband-wife combinations employed by the Portage Public Schools coverage shall be limited to one policy.
 - 5) 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 20 – 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: A "working day", as used in this Article, shall mean a teacher work day during the school year. During the summer recess (i.e., last teacher work day until first teacher work day in the next school year) a "working day" shall mean Monday through Friday. During the summer recess all time limits expressed as "working days" shall be doubled.

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 ten (10) working days from date of the above discussion to the Supervisor or Principal for a decision. The Supervisor's or Principal's answer must be given in writing within six (6) 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 six (6) working days following the Supervisor's or Principal's decision. The appropriate Director or representative, shall give a

signed decision in writing within six (6) 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 21 – 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 or periods of layoff shall not constitute an interruption in continuous service. A teacher who is on leave or layoff will continue to accrue seniority and will maintain their place on the seniority list as if they were not on layoff or leave. 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.

The School shall transmit a copy of the seniority list to the Association on or before the 30th day of September each year. Absent written objections to the list provided to the School by November 1, the list shall be regarded as conclusively accurate.

Section 3: For purposes of assignment or retention under this Agreement, the term “certified” shall mean that the bargaining unit member possesses either a Michigan teaching certificate and endorsement appropriate to his/her assignment or, if certification is not required for the bargaining unit member’s assignment, the appropriate license, approval or authorization (as applicable).

An employee shall provide written notice to the School of any change to his/her certificates, endorsements, licenses, authorizations, approvals or qualifications, after the original filing of same with the School. This shall include notice of attainment of any additional endorsements, certificates, renewals, authorizations, approvals, as well as expirations, revocations and any limitations thereon. The employee shall further notify the School and Association, in writing, in the event that he/she petitions the State Board of Education for nullification or limitations of his/her certificate, one or more endorsements thereon or a grade level certification appearing on the certificate.

The certification (and/or approval or authorization or licensure) and qualifications of an employee to be laid off shall be the certification (and/or approval or authorization or licensure) on file with the School at the time the notice of layoff is sent. The certification (and/or approval or authorization or licenses) and qualifications of an employee to be recalled from layoff shall be the certification (and/or approval or authorization) and qualifications on file with the School at the time the notification of recall from layoff is sent. It is the employee’s duty to make sure the School’s records are correct and to notify the School, in writing, of any inaccuracies or changes in the employee’s certification and qualifications.

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.

ARTICLE 22 – 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, except as limited by Section 15b of the Public Employment Relations Act (2011 PA 54). Up to and including the work day of October 23, 2012, teachers shall remain at their step level and column placement at the conclusion of the 2011-2012 school year and shall be paid on the basis of Schedule A-1 of the 2011-2012 Agreement.

Schedule A of the 2012-2013 Agreement shall become effective on October 23, 2012 and shall not be applied retroactively. Effective with the beginning of the work day on October 23, 2012, teachers eligible for step advancement will move to the next step in relation to their 2011-2012 step placement. Effective on October 23, 2012, teachers eligible for lateral column advancement shall likewise be transitioned to the appropriate salary column. Any adjusted salary amounts attributable to step and lateral column advancements on Schedule A-1 shall not be retroactive to any date prior to October 23, 2012.

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 a professional education, permanent or continuing certificate. 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 semester following the School's receipt of verification of attainment, 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.
- d) The teacher has provided verification (i.e., academic transcript) evidencing attainment of the M.A. Degree at least two (2) weeks prior to the commencement of the semester in which transition to the M.A. Degree column is desired.

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.
- c) 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 within two (2) pay periods after the substitute service is performed. 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 if they desire to change their selection. Teachers who do not notify Human Resources in writing by August 2 will be paid on the same basis as they received in the prior school year for the following school year. Teachers do not need to respond if they do not want to change their number of pay periods. New hires will make their choice of 22 or 26 pay periods for the school year upon hiring.

Teachers who select 22 pays will have their health insurance premium share for the July 1 – June 30 interval payroll-deducted in 22 equal installments over the September – June regular payroll cycle.

Teachers who elect 26 pays will have their health insurance premium share deducted in equal installments over the regular annual payroll cycle.

Section 17: New teachers are required to complete eighteen (18) credit hours over and above their bachelors. The District shall reimburse such teachers One Hundred Twenty-Five Dollars (\$125) per course.

Section 18: 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.

ARTICLE 23 – RETIREMENT INCENTIVE

Section 1: The District will deposit into a 403b Special Pay Plan account, on behalf of an eligible teacher, an amount equal to the cost of purchasing one (1) year of universal credit under Section 69f of the Public School Employees Retirement Act. This deposit will be made not later than the first day of the month in which an eligible teacher's resignation becomes effective. The teacher will have the ability, once the deposit has been made, to utilize the funds in a manner consistent with the options within the Special Pay Plan, which includes an option to purchase service credit to the extent permitted by MPSERS.

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 March 1 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 (December 1 for the 2012-2013 school year only) 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 to 89.9 days	.03% of BA base
50 days to 69.9 days	.02% of BA base

ARTICLE 24 – TEACHING CALENDAR

Section 1: Contract year for teachers shall be one hundred seventy-nine (179) working days. For the purpose of this Agreement, the parties have agreed in Article 9, 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.

For the 2012-2013 school year, the calendar will have 171 student days and 179 teacher work days.*

Section 2: In order to comply with state-required professional development days:

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

Professional development must align with District CIC initiatives, MDE and statutory standards, principal-approved individual development plan or school improvement initiatives during other than instructional time.

*The number of teacher work days and student instruction days is intended to align with the 2012-2013 Teachers Instructional Calendar.

ARTICLE 25 – 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: 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.

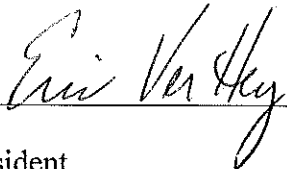
Section 3: A committee representing the Association and the School shall meet no less than three (3) times during the contract year to discuss items of mutual concern.

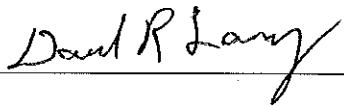
Section 4: An emergency manager appointed under the local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4. The parties have included this language due to the requirement of Section 15(7) of the Public Employment Relations Act.

ARTICLE 26 – DURATION OF THIS AGREEMENT

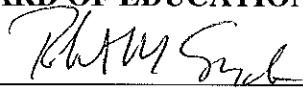
Section 1: This Agreement shall become effective upon ratification by the Board and the Association, and will remain in effect until midnight of June 30, 2013. The parties agree that negotiations for a successor contract will begin not less than sixty (60) days prior to the expiration of this Agreement.

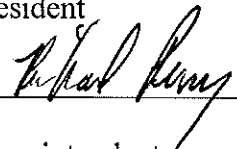
PORTAGE EDUCATION ASSOCIATION

By: 
Its President

By: 
Its Chief Negotiator

**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION**

By: 
Its President

By: 
Its Superintendent

INSTRUCTIONAL CALENDAR

PORTAGE PUBLIC SCHOOLS, 2012-2013 Teachers Instructional Calendar

August

- 20-21 New Teachers Report
28-30 12 hrs of Professional Development/meetings *max of 13.5 hrs*
6 hrs to work in rooms *min of 4.5 hrs (if a building meeting needed) DL*

September

- 3 Labor Day Recess
4 First Day of School- ½ day students am, pm work in rooms, staff meeting if needed
Open houses with elementary on a Thursday
Reminder no meetings, open house, conference on 3rd Monday of month

October

November

- 2 End Q 1:
6 No School. a.m –professional development 8-11:00am, p.m.-records
7&8 H S Conferences 3.75hrs each -School all day
13&14 MS Conferences 3.75hrs each- School all day
14&15 Elem. Conferences 3.75hrs each – School all day
21 No School
22-23 Thanksgiving Recess

December

- 24-31 No School—Winter Recess

January

- 1-4 No School—Winter Recess
7 School Resumes
21-24 HS Exams a.m.-p.m. no HS students
25 End Q 2: No School Students.
Teachers Records Day

February

- 11-12 HS Conferences—3.75 hrs each- School all day
12&13 MS Conferences – 3.75 hrs each -School all day
19&20 Elem. Conferences- 3.75 hrs each-School all day
22 No school –Mid-Winter Break
25 No School-Mid-Winter Break

March

- 5-7 MME
27 End Q 3: ½ day Students ½ day records
28-29 No School-Spring Recess

April

- 1-5 No School—Spring Recess
8 School Resumes

May

- 3 ½ students, ½ professional development
- 22-24 High School Graduations
- 24 No School
- 27 No School—Memorial Day
- 31 HS Exams a.m.-p.m. no HS students

June

- 3-5 HS Exams a.m.-p.m. no HS students
- 5 ½ Day Students a.m./p.m. records

Student Days: 171

Staff Days: 179

*Cancellations beyond what the law allows will extend the final day of school beyond Wednesday, June 5, 2013.

**179 Teacher days include 171 Student Days, 2-PD days, 1-work day before the first student day, ½ day (evening) for open house, 2.5 days for 4 conferences at 3.75 hrs each. 1-day for PD/Records at the end of Q1, 1-day for records at the end of Q 2 (semester break)

***Teachers are free to leave if 100% of conferences are completed

**SCHEDULE A
2012-2013**

<u>Step</u>	<u>Bachelor</u>	<u>Masters</u>	<u>Masters +</u>
1.0	34,044	36,086	38,251
2.0	35,746	37,890	40,164
3.0	37,533	39,785	42,172
4.0	39,410	41,774	44,281
5.0	41,380	43,863	46,495
6.0	43,449	46,056	48,819
7.0	45,622	48,359	51,260
8.0	47,903	50,777	53,823
9.0	50,298	53,316	56,515
10.0	52,813	55,981	59,340
11.0	55,453	58,781	62,307
12.0	58,226	61,720	65,423
13.0	61,137	64,806	68,694
14.0	61,137	68,046	72,129
15.0	61,137	71,448	75,735
16.0	61,137	71,448	75,735
17.0	61,137	71,448	75,735
18.0	61,137	71,448	75,735
19.0	61,137	71,448	75,735
20.0	64,194	75,020	79,522
25.0	67,404	78,772	83,498

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 7).

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

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

0.75	Credit Recovery
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 Science Olympiad Team -- HS Concessions Manager (football, basketball & invitationals) Orchestra Director H.S. Science Materials Coordinator Student Council Elementary Wellness Coordinator
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. 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

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.

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 column on Schedule A for all positions.

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

$$\text{Schedule C Base} \times \text{Head Coach Index} \times \text{Experience Index} = \text{Coaching Pay}$$

<u>POSITION</u>	<u>HEAD COACH INDEX</u>
Basketball -- Men's	0.20
Basketball -- Women's	0.20
Football	0.20
Volleyball -- Women's	0.20
Athletic Coordinator -- MS	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 the Head Varsity Coach and to each Varsity Assistant Coach for each week of post season play during which contests occur 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 per grade level

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.

SCHEDULE B

Base is 34044 x .09

3064

12/13/2011

	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	\$4,136	\$4,219	\$4,303	\$4,390	\$4,477	\$4,567	\$4,658	\$4,751	\$4,846	\$5,089
Debate - HS	1.17	\$3,585	\$3,657	\$3,730	\$3,804	\$3,880	\$3,958	\$4,037	\$4,118	\$4,200	\$4,410
Forensics - HS	1.17	\$3,585	\$3,657	\$3,730	\$3,804	\$3,880	\$3,958	\$4,037	\$4,118	\$4,200	\$4,410
Band Director - HS	1.00	\$3,064	\$3,125	\$3,188	\$3,251	\$3,317	\$3,383	\$3,451	\$3,520	\$3,590	\$3,769
Guidance Director - HS	1.00	\$3,064	\$3,125	\$3,188	\$3,251	\$3,317	\$3,383	\$3,451	\$3,520	\$3,590	\$3,769
Pre K-12 Team Leaders	1.00	\$3,064	\$3,125	\$3,188	\$3,251	\$3,317	\$3,383	\$3,451	\$3,520	\$3,590	\$3,769
Elementary Strings	1.00	\$3,064	\$3,125	\$3,188	\$3,251	\$3,317	\$3,383	\$3,451	\$3,520	\$3,590	\$3,769
Yearbook - HS	1.00	\$2,666	\$2,719	\$2,773	\$2,829	\$2,885	\$2,943	\$3,002	\$3,062	\$3,123	\$3,279
Student Council - HS	0.87	\$2,574	\$2,625	\$2,678	\$2,731	\$2,786	\$2,842	\$2,898	\$2,956	\$3,016	\$3,166
Dramatics - HS - per play	0.80	\$2,451	\$2,500	\$2,550	\$2,601	\$2,653	\$2,706	\$2,760	\$2,816	\$2,872	\$3,016
Newspaper - HS	0.62	\$1,900	\$1,938	\$1,976	\$2,016	\$2,056	\$2,097	\$2,139	\$2,182	\$2,226	\$2,337
Senior Class Sponsor	0.62	\$1,900	\$1,938	\$1,976	\$2,016	\$2,056	\$2,097	\$2,139	\$2,182	\$2,226	\$2,337
Student Council - MS	0.59	\$1,808	\$1,844	\$1,881	\$1,918	\$1,957	\$1,996	\$2,036	\$2,077	\$2,118	\$2,224
Director of Choirs - HS	0.59	\$1,808	\$1,844	\$1,881	\$1,918	\$1,957	\$1,996	\$2,036	\$2,077	\$2,118	\$2,224
Vocal Director - HS Musical	0.44	\$1,348	\$1,375	\$1,403	\$1,431	\$1,459	\$1,488	\$1,518	\$1,549	\$1,580	\$1,659
Building Chairpersons	0.44	\$1,348	\$1,375	\$1,403	\$1,431	\$1,459	\$1,488	\$1,518	\$1,549	\$1,580	\$1,659
Wellness Coordinator	0.44	\$1,348	\$1,375	\$1,403	\$1,431	\$1,459	\$1,488	\$1,518	\$1,549	\$1,580	\$1,659
Science Materials Coordinator	0.44	\$1,348	\$1,375	\$1,403	\$1,431	\$1,459	\$1,488	\$1,518	\$1,549	\$1,580	\$1,659
Orchestra Director - HS	0.44	\$1,348	\$1,375	\$1,403	\$1,431	\$1,459	\$1,488	\$1,518	\$1,549	\$1,580	\$1,659
Junior Class Sponsor	0.44	\$1,348	\$1,375	\$1,403	\$1,431	\$1,459	\$1,488	\$1,518	\$1,549	\$1,580	\$1,659
Orchestra Director - HS Musical	0.44	\$1,348	\$1,375	\$1,403	\$1,431	\$1,459	\$1,488	\$1,518	\$1,549	\$1,580	\$1,659
DECA Sponsor	0.44	\$1,348	\$1,375	\$1,403	\$1,431	\$1,459	\$1,488	\$1,518	\$1,549	\$1,580	\$1,659
Student Council - Elementary	0.44	\$1,348	\$1,375	\$1,403	\$1,431	\$1,459	\$1,488	\$1,518	\$1,549	\$1,580	\$1,659
BPA Sponsor	0.44	\$1,348	\$1,375	\$1,403	\$1,431	\$1,459	\$1,488	\$1,518	\$1,549	\$1,580	\$1,659
Science Olympiad Team - HS	0.44	\$1,348	\$1,375	\$1,403	\$1,431	\$1,459	\$1,488	\$1,518	\$1,549	\$1,580	\$1,659
Concessions Manager - football, basketball & invitationals	0.44	\$1,348	\$1,375	\$1,403	\$1,431	\$1,459	\$1,488	\$1,518	\$1,549	\$1,580	\$1,659
Band Assistant	0.38	\$1,164	\$1,188	\$1,211	\$1,236	\$1,260	\$1,285	\$1,311	\$1,337	\$1,364	\$1,432
Assistant Forensics - HS	0.38	\$1,164	\$1,188	\$1,211	\$1,236	\$1,260	\$1,285	\$1,311	\$1,337	\$1,364	\$1,432
Assistant Debate - HS	0.38	\$1,164	\$1,188	\$1,211	\$1,236	\$1,260	\$1,285	\$1,311	\$1,337	\$1,364	\$1,432
Summer Work (in 40 hr weeks)	0.37	\$1,134	\$1,156	\$1,179	\$1,203	\$1,227	\$1,252	\$1,277	\$1,302	\$1,328	\$1,395
Yearbook - MS	0.28	\$858	\$875	\$893	\$910	\$929	\$947	\$966	\$985	\$1,005	\$1,055
Safety Patrol - Elementary	0.28	\$858	\$875	\$893	\$910	\$929	\$947	\$966	\$985	\$1,005	\$1,055
Choreographer - HS Musical	0.25	\$766	\$781	\$797	\$813	\$829	\$846	\$863	\$880	\$897	\$942
Stage Supervisor - HS	0.25	\$766	\$781	\$797	\$813	\$829	\$846	\$863	\$880	\$897	\$942
Forensics/Debate -MS- each season	0.25	\$766	\$781	\$797	\$813	\$829	\$846	\$863	\$880	\$897	\$942
Band Director - MS	0.25	\$766	\$781	\$797	\$813	\$829	\$846	\$863	\$880	\$897	\$942
Literary Magazine - HS	0.19	\$582	\$594	\$606	\$618	\$630	\$643	\$656	\$669	\$682	\$716
Sophomore Class Sponsor	0.19	\$582	\$594	\$606	\$618	\$630	\$643	\$656	\$669	\$682	\$716
National Honor Society	0.19	\$582	\$594	\$606	\$618	\$630	\$643	\$656	\$669	\$682	\$716
Orchestra Director - MS	0.16	\$490	\$500	\$510	\$520	\$531	\$541	\$552	\$563	\$574	\$603
Director of Choirs - MS	0.16	\$490	\$500	\$510	\$520	\$531	\$541	\$552	\$563	\$574	\$603
Director - MS Musical	0.16	\$490	\$500	\$510	\$520	\$531	\$541	\$552	\$563	\$574	\$603
Vocal Director - MS Musical	0.16	\$490	\$500	\$510	\$520	\$531	\$541	\$552	\$563	\$574	\$603
Freshman Class Sponsor	0.12	\$368	\$375	\$383	\$390	\$398	\$406	\$414	\$422	\$431	\$452
Magazine Sales Chairperson - MS	0.12	\$368	\$375	\$383	\$390	\$398	\$406	\$414	\$422	\$431	\$452
Bookstore - MS	0.11	\$337	\$344	\$351	\$358	\$365	\$372	\$380	\$387	\$395	\$415
Director - El Musical	0.10	\$306	\$313	\$319	\$325	\$332	\$338	\$345	\$352	\$359	\$377

SCHEDULE C

12/13/2011

VARSITY HEAD COACH

	34044	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	\$6,809	\$6,945	\$7,084	\$7,226	\$7,370	\$7,517	\$7,668	\$7,821	\$7,978	\$8,376
Basketball - Women's	0.20	\$6,809	\$6,945	\$7,084	\$7,226	\$7,370	\$7,517	\$7,668	\$7,821	\$7,978	\$8,376
Football	0.20	\$6,809	\$6,945	\$7,084	\$7,226	\$7,370	\$7,517	\$7,668	\$7,821	\$7,978	\$8,376
Volleyball - Women's	0.20	\$6,809	\$6,945	\$7,084	\$7,226	\$7,370	\$7,517	\$7,668	\$7,821	\$7,978	\$8,376
Athletic Coordinator - MS	0.15	\$5,107	\$5,209	\$5,313	\$5,419	\$5,528	\$5,638	\$5,751	\$5,866	\$5,983	\$6,282
Wrestling - Men's	0.15	\$5,107	\$5,209	\$5,313	\$5,419	\$5,528	\$5,638	\$5,751	\$5,866	\$5,983	\$6,282
Swimming - Men's	0.13	\$4,426	\$4,514	\$4,605	\$4,697	\$4,791	\$4,886	\$4,984	\$5,084	\$5,185	\$5,445
Swimming - Women's	0.13	\$4,426	\$4,514	\$4,605	\$4,697	\$4,791	\$4,886	\$4,984	\$5,084	\$5,185	\$5,445
Hockey - Men's	0.12	\$4,085	\$4,167	\$4,250	\$4,335	\$4,422	\$4,510	\$4,601	\$4,693	\$4,787	\$5,026
Soccer - Men's - Fall	0.12	\$4,085	\$4,167	\$4,250	\$4,335	\$4,422	\$4,510	\$4,601	\$4,693	\$4,787	\$5,026
Soccer - Women's - Spring	0.12	\$4,085	\$4,167	\$4,250	\$4,335	\$4,422	\$4,510	\$4,601	\$4,693	\$4,787	\$5,026
Baseball - Men's	0.11	\$3,745	\$3,820	\$3,896	\$3,974	\$4,054	\$4,135	\$4,217	\$4,302	\$4,388	\$4,607
Softball - Women's	0.11	\$3,745	\$3,820	\$3,896	\$3,974	\$4,054	\$4,135	\$4,217	\$4,302	\$4,388	\$4,607
Track - Men's	0.11	\$3,745	\$3,820	\$3,896	\$3,974	\$4,054	\$4,135	\$4,217	\$4,302	\$4,388	\$4,607
Track - Women's	0.11	\$3,745	\$3,820	\$3,896	\$3,974	\$4,054	\$4,135	\$4,217	\$4,302	\$4,388	\$4,607
Water Polo	0.11	\$3,745	\$3,820	\$3,896	\$3,974	\$4,054	\$4,135	\$4,217	\$4,302	\$4,388	\$4,607
Cheerleader - Sponsor	0.10	\$3,404	\$3,472	\$3,542	\$3,613	\$3,685	\$3,759	\$3,834	\$3,911	\$3,989	\$4,188
Competitive Cheer Coach	0.10	\$3,404	\$3,472	\$3,542	\$3,613	\$3,685	\$3,759	\$3,834	\$3,911	\$3,989	\$4,188
Cross Country - Men's	0.10	\$3,404	\$3,472	\$3,542	\$3,613	\$3,685	\$3,759	\$3,834	\$3,911	\$3,989	\$4,188
Cross Country - Women's	0.10	\$3,404	\$3,472	\$3,542	\$3,613	\$3,685	\$3,759	\$3,834	\$3,911	\$3,989	\$4,188
Golf - Men's	0.10	\$3,404	\$3,472	\$3,542	\$3,613	\$3,685	\$3,759	\$3,834	\$3,911	\$3,989	\$4,188
Golf - Women's	0.10	\$3,404	\$3,472	\$3,542	\$3,613	\$3,685	\$3,759	\$3,834	\$3,911	\$3,989	\$4,188
Tennis - Women's	0.10	\$3,404	\$3,472	\$3,542	\$3,613	\$3,685	\$3,759	\$3,834	\$3,911	\$3,989	\$4,188
Tennis - Men's	0.10	\$3,404	\$3,472	\$3,542	\$3,613	\$3,685	\$3,759	\$3,834	\$3,911	\$3,989	\$4,188
Gymnastics	0.10	\$3,404	\$3,472	\$3,542	\$3,613	\$3,685	\$3,759	\$3,834	\$3,911	\$3,989	\$4,188

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.

Schedule C

2012-13

Schedule C base x head coach index x indices for other than varsity head coaches x experience = coaching pay

12/13/2011

34044 Indices for Other than Varsity Head Coaches

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 15
Basketball - Men's - JV Head	0.58	\$3,949	\$4,028	\$4,109	\$4,191	\$4,275	\$4,360	\$4,447	\$4,670	\$5,001
Basketball - Women's - JV Head	0.58	\$3,949	\$4,028	\$4,109	\$4,191	\$4,275	\$4,360	\$4,447	\$4,670	\$5,001
Football - V Assistant	0.58	\$3,949	\$4,028	\$4,109	\$4,191	\$4,275	\$4,360	\$4,447	\$4,670	\$5,001
Football - JV Head	0.58	\$3,949	\$4,028	\$4,109	\$4,191	\$4,275	\$4,360	\$4,447	\$4,670	\$5,001
Wrestling - Assistant	0.58	\$2,962	\$3,021	\$3,081	\$3,143	\$3,206	\$3,270	\$3,335	\$3,502	\$3,751
Swimming - Men's - Assistant	0.58	\$2,567	\$2,618	\$2,671	\$2,724	\$2,779	\$2,834	\$2,891	\$3,035	\$3,251
Swimming - Women's - Assistant	0.58	\$2,567	\$2,618	\$2,671	\$2,724	\$2,779	\$2,834	\$2,891	\$3,035	\$3,251
Softball - Women's - V Assistant	0.58	\$2,172	\$2,215	\$2,260	\$2,305	\$2,351	\$2,398	\$2,446	\$2,568	\$2,751
Softball - Women's - JV Head	0.58	\$2,172	\$2,215	\$2,260	\$2,305	\$2,351	\$2,398	\$2,446	\$2,568	\$2,751
Baseball - Men's - V Assistant	0.58	\$2,172	\$2,215	\$2,260	\$2,305	\$2,351	\$2,398	\$2,446	\$2,568	\$2,751
Baseball - Men's - JV Head	0.58	\$2,172	\$2,215	\$2,260	\$2,305	\$2,351	\$2,398	\$2,446	\$2,568	\$2,751
Track - Men's - V Assistant	0.58	\$2,172	\$2,215	\$2,260	\$2,305	\$2,351	\$2,398	\$2,446	\$2,568	\$2,751
Track - Women's - V Assistant	0.58	\$2,172	\$2,215	\$2,260	\$2,305	\$2,351	\$2,398	\$2,446	\$2,568	\$2,751
Track - Women's - JV Head	0.58	\$2,172	\$2,215	\$2,260	\$2,305	\$2,351	\$2,398	\$2,446	\$2,568	\$2,751
Track - Men's - JV Head	0.58	\$2,172	\$2,215	\$2,260	\$2,305	\$2,351	\$2,398	\$2,446	\$2,568	\$2,751
Water Polo - Assistant	0.58	\$2,172	\$2,215	\$2,260	\$2,305	\$2,351	\$2,398	\$2,446	\$2,568	\$2,751
Tennis - Men's - JV Head	0.58	\$1,975	\$2,014	\$2,054	\$2,095	\$2,137	\$2,180	\$2,224	\$2,335	\$2,501
Tennis - Women's - JV Head	0.58	\$1,975	\$2,014	\$2,054	\$2,095	\$2,137	\$2,180	\$2,224	\$2,335	\$2,501
Cross Country - Men's - V Assistant	0.58	\$1,975	\$2,014	\$2,054	\$2,095	\$2,137	\$2,180	\$2,224	\$2,335	\$2,501
Cross Country - Women's - V Assistant	0.58	\$1,975	\$2,014	\$2,054	\$2,095	\$2,137	\$2,180	\$2,224	\$2,335	\$2,501
Golf - Men's - V Assistant	0.58	\$1,975	\$2,014	\$2,054	\$2,095	\$2,137	\$2,180	\$2,224	\$2,335	\$2,501
Golf - Women's - V Assistant	0.58	\$1,975	\$2,014	\$2,054	\$2,095	\$2,137	\$2,180	\$2,224	\$2,335	\$2,501
Volleyball - Women's - JV Head	0.58	\$3,949	\$4,028	\$4,109	\$4,191	\$4,275	\$4,360	\$4,447	\$4,670	\$5,001
Soccer - JV Head	0.58	\$2,369	\$2,417	\$2,465	\$2,514	\$2,565	\$2,616	\$2,668	\$2,802	\$3,001
Gymnastics - V Assistant	0.58	\$1,975	\$2,014	\$2,054	\$2,095	\$2,137	\$2,180	\$2,224	\$2,335	\$2,501
Football - JV Assistant	0.50	\$3,404	\$3,472	\$3,542	\$3,613	\$3,685	\$3,759	\$3,834	\$4,026	\$4,311

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. The determination of program needs for any vacancy in a building shall be the product of consultation between the faculty and administration of that building. The administration will then write the job posting for the vacancy consistent with the Negotiations Agreement, taking program needs, certification and qualifications into consideration. The building administration will then present the job posting to authorized bargaining unit representatives at the building level (selected by the teachers in that building) to verify that the content of the posting is consistent with the substance of preceding dialogue between the building faculty and administration. The Association shall annually provide to the School a list of bargaining unit members who are authorized building representatives for purposes of implementing this provision.
2. Building faculty participating in the above process are not responsible for making hiring decisions or for conducting interviews, but may participate in the selection process when invited by administration.
3. Job postings that are developed according to the above procedures shall not be grievable but shall be subject to review and modification following discussion with the Association and School.
4. A District level standing committee consisting of an equal number of School and bargaining unit representatives will be formed to study any issues which come up during the school year regarding the implementation of this Letter.
5. This standing committee will report back to the Association and School prior to any successor agreement regarding any suggested modifications that may need to be negotiated into the Negotiations Agreement.

PORTAGE EDUCATION ASSOCIATION

By: Eric Verhey
Its: President

By: Dan R. Lang
Its: Chief Negotiator

**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION**

By: Richard Pomeroy
Its: President

By: Blaine Secor
Its: Superintendent

LETTER OF AGREEMENT NO. 2

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.

Bargaining unit members who will not be returning to employment in the ensuing school year (other than due to retirement, as described above) will have insurance premium contributions paid on their behalf by the Board through June 30 only. If a bargaining unit member separates from employment after June 30 and the Board has remitted premium contributions for the individual for the month(s) of July, August and/or September, the separating teacher shall be obligated to the Board for those premium amounts. The Board shall have the right to recover such funds (in addition to any other remedies provided by law), by deducting the premium amounts owed from any wages remaining to be paid the separating employee. COBRA will remain available to eligible bargaining unit members who elect to continue MESSA coverage for however long the individual is eligible under COBRA, or so long as he/she chooses within the limitations of COBRA coverage. This paragraph is intended to accomplish accounting and budgetary purposes and, except as provided above, does not change the content of any insurance product or product specifications.

PORTAGE EDUCATION ASSOCIATION

By: Eric Verhey
Its: President

By: Dave R. Ray
Its: Chief Negotiator

**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION**

By: Richard Roney
Its: President

By: Richard Roney
Its: Superintendent

LETTER OF AGREEMENT #3

**LETTER OF AGREEMENT
Between
PORTAGE PUBLIC SCHOOLS
and the
PORTAGE EDUCATION ASSOCIATION**

Re: 403(b)/457 Program

NOW COMES the Portage Public Schools District ("District") and the Portage Education Association ("Association"), and said parties do hereby agree to the following:

1. That for a number of years, the District has established and maintained a tax sheltered deferred retirement program. Recently, the Internal Revenue Service has issued significantly new regulations impacting such programs. These new regulations became effective January 1, 2009.
2. In response to the promulgation of these IRS regulations, over 260 public school districts, 25 intermediate school districts and other public education employers formed a Consortium which is now known as the Michigan Retirement Investment Consortium ("MRIC" or "Consortium"). That Consortium undertook a Request for Proposal process and selected TSA Consulting Group ("TSA") as the third party administrator for the Consortium.
3. The District and the Association recognize the importance of each employee pursuing an active retirement savings program and providing sound investment alternatives to assist them in achieving their retirement savings goals. All bargaining unit members are eligible to participate in the Plan.
4. Investment products to be offered to Association members will include: Ameriprise Financial, AIG VALIC, AXA Equitable Life Insurance Company, Fidelity Investments, Horace Mann Insurance, MEA Financial Services, Primerica Financial Services, MET Life Resources, 403b ASP. These investment opportunities are in addition to the single source provider and the core providers offered by the Consortium.
5. The parties agree that fees as may be required to administer the 403(b) Plan will be kept as low as possible. TSA may require investment providers to pay reasonable administrative costs. The Consortium is requiring all core vendors to provide a quarterly report card of the investment product's performance and fees that will be shared with all employees. The District will encourage its wild card vendor to provide the same information.
6. The Plan Document shall allow employees the ability to make changes in their investment portfolio. An employee may invest with one 403(b) provider, one Roth 403(b) provider, and a third provider for a 457 at one time. Provisions for emergency or

hardship withdrawals will be included within the Plan. Employees shall also be permitted to take loans from their investment as permitted in the Plan Document. Prompt remittance of contributions as defined by the Internal Revenue Code from participants will be made to the third party administrator.

7. The Plan Document shall include a list of investment providers. MEA Financial Services will continue to be on the approved list of investment providers. If, at any time, MEA Financial Services is removed from the list of investment providers, the District will withdraw from the Consortium as soon as possible.
8. The District and the Association agree to conduct ongoing review and assessment of the performance of MRIC, TSA and participating investment firms with the goal of maintaining a quality 403(b) program. The District and the Association recognize that changes may be made in the selection of administrative firms including MRIC, TSA and the selected investment firms. Such changes shall only be made after timely consultation with the Association.
9. The District and the Association agree, as part of the ongoing assessment of the 403(b)/457 program, to recommend that representatives of participating School Districts and MEA Associations will act in an advisory capacity to MRIC.
10. The District and the Association agree to conduct ongoing review and assessment of the performance of the Consortium and the providers made available under the Consortium with the goal of maintaining a quality 403(b)/457 program.

PORTAGE EDUCATION ASSOCIATION

By: Eric Verhey
Its: President

By: David R. Henry
Its: Chief Negotiator

**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION**

By: Blaine Smith
Its: President

By: Richard Henry
Its: Superintendent

LETTER OF AGREEMENT NO. 5

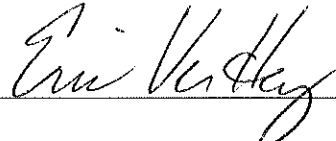
**LETTER OF AGREEMENT
BETWEEN
PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION
AND THE
PORTAGE EDUCATION ASSOCIATION, MEA/NEA**

Re: Job Sharing


NOW COMES the Portage Public School District ("District") and the Portage Education Association ("Association"), and said parties do hereby agree to the following:

1. The parties agree to expand job sharing partnership from upper elementary grades 3rd, 4th and 5th, (Article 6, Section 9, Paragraph 1a of the 2011-2012 PEA Contract) to Young 5's through Grade 5.

PORTAGE EDUCATION ASSOCIATION

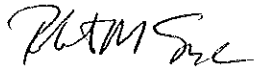
By: 

Its: President


By: 

Its: Chief Negotiator

**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION**

By: 

Its: President

By: 

Its: Superintendent

LETTER OF AGREEMENT NO. 4

**LETTER OF AGREEMENT
BETWEEN
PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION
AND THE
PORTAGE EDUCATION ASSOCIATION, MEA/NEA**

Re: Association President

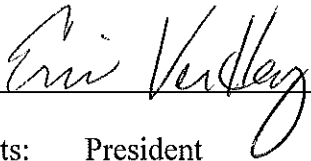
For the 2012-2013 School year only, if the President of the Association is a secondary teacher and not a new President, he/she shall be assigned four (4) academic courses of teaching, with such work commencing at the beginning of normal working hours in the assigned building. The Association shall reimburse the School for 33.33% of the cost of that individual's:

- (1) Schedule A Salary;
- (2) MPSERS; and
- (3) Social Security and Medicare Tax.

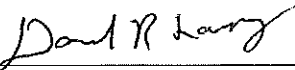
The terms of this Letter of Agreement shall replace and supersede any conflicting terms of Article 2, Section 13 of the Negotiations Agreement to the extent of any conflict with those provisions.

This Letter of Agreement shall become effective upon signature by both parties and expires on June 30, 2013.

PORTAGE EDUCATION ASSOCIATION

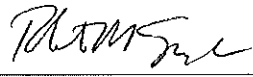
By: 

Its: President

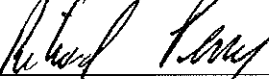
By: 

Its: Chief Negotiator

**PORTAGE PUBLIC SCHOOLS
BOARD OF EDUCATION**

By: 

Its: President

By: 

Its: Superintendent