

# **PORTLAND PUBLIC SCHOOLS**

## **MASTER AGREEMENT**

between the

**BOARD OF EDUCATION**

and the

**PORTLAND EDUCATION ASSOCIATION**

**2018-2022**



## Table of Contents

<u>Article</u>	<u>Title</u>	
ARTICLE I.	RECOGNITION.....	1
ARTICLE II.	BOARD RIGHTS.....	2
ARTICLE III.	TEACHERS RIGHTS.....	2
ARTICLE IV.	PROFESSIONAL COMPENSATION.....	3
ARTICLE V.	PAYROLL DEDUCTIONS.....	4
ARTICLE VI.	TEACHING HOURS.....	4
ARTICLE VII.	TEACHING LOADS.....	6
ARTICLE VIII.	TEACHING CONDITIONS.....	6
ARTICLE IX.	PROMOTIONS AND RESIGNATIONS.....	8
ARTICLE X.	SENIORITY.....	9
ARTICLE XI.	LEAVES OF ABSENCE.....	10
ARTICLE XII.	RETIREMENT POLICY AND TERMINAL PAY.....	14
ARTICLE XIII.	PROTECTION OF TEACHERS.....	14
ARTICLE XIV.	GRIEVANCE PROCEDURE.....	15
ARTICLE XV.	INSURANCE.....	18
ARTICLE XVI.	MISCELLANEOUS PROVISIONS.....	20
ARTICLE XVII.	NEGOTIATION PROCEDURES.....	21
ARTICLE XVIII.	SCHOOL IMPROVEMENT TEAMS, MTSS PLC Teams AND PLANS.....	22
ARTICLE XIX.	TEACHING MENTORS.....	22
ARTICLE XX.	USE OF THE INTERNET.....	23
ARTICLE XXI.	ESEA “NO CHILD LEFT BEHIND ACT”.....	24
APPENDIX A	SCHEDULE A. SALARY SCHEDULE.....	25
	SCHEDULE B - EXTRACURRICULAR ACTIVITIES SCHEDULE.....	30
	DURATION OF AGREEMENT.....	34

**PROFESSIONAL AGREEMENT BETWEEN**  
**THE PORTLAND BOARD OF EDUCATION**  
**AND**  
**THE PORTLAND EDUCATION ASSOCIATION**

THIS AGREEMENT is between the Board of Education of the Portland Public Schools District, Portland, Michigan, hereinafter called the "Board", and the Portland Education Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Portland is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

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

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE I. RECOGNITION.**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section 11 of Act 336 of Public Acts of 1947, as amended by Act 379 of Public Acts of 1965 for all professional personnel on tenure or probation; including classroom teachers, guidance counselors with an NT/SCL endorsement, and Reading Recovery program teachers but excluding all other employees such as, but not limited to, Little Raiders and PACE.

The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.

- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided the Association has been given opportunity to be present at such adjustment.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under national and state law.
- D. Within five (5) business days of the Board taking action to hire a new teacher, the Central Office will notify the Association President.

## ARTICLE II. BOARD RIGHTS.

- A. The Board, on its own behalf and on the behalf of the electors of the school district, hereby retains and reserves unto itself without limitations all powers, rights, authorities, duties, and responsibilities; including those conferred upon and vested in it by the laws and constitution of the state; including, but without limiting the generality of the foregoing the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
  2. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
  3. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature; and
  4. To determine class schedules, the hours of instruction, and the duties and responsibilities.
- B. The exercise of the foregoing powers, rights authority, duties, and responsibility by the Board, the adoption of policies, rules, Regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms thereof are in conformance with the constitution and laws of the State of Michigan and of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under national, state, county, district or local laws or regulations as they pertain to education.

## ARTICLE III. TEACHERS RIGHTS.

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection as a duly-elected body exercising governmental power under color of law of the State of Michigan. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 of the Public Acts of 1965; that it will not discriminate against any teacher with respect to hours, wages or any terms of conditions of employment by reason of the teacher's membership in the Association, participation in any lawful activities of the Association, or collective professional negotiations with the Board or institution of any grievance.
- B. The Association and its members, with three (3) days written request and upon approval from the building principal, have the right to use the school building facilities at all reasonable hours for meetings, except during regularly scheduled school class hours.

No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises.

Bulletin boards in teachers' lounges shall be made available to the Association and its members.

- C. The Association shall have available all records of the Board which are considered public documents in accordance with the Freedom of Information Act. Such records shall be available in accordance with the procedures adopted by the Board.
- D. It is recognized that the national and state affiliates of the Association from time to time hold meetings, conferences and conventions. Therefore, at the beginning of the contract, the Association shall be credited with a total of twenty-two (22) days to be used anytime during the length of the contract by teachers who are officers or agents of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. Teacher per diem and substitute costs will be shared as follows:

Days	Teacher Per Diem	Substitute
1 – 4	Board	Association
5 & 6	Association	Board
7 - 10	Board	Association
11 & 12	Association	Board
13 – 16	Board	Association
17 & 18	Association	Board
19 – 22	Board	Association

**ARTICLE IV. PROFESSIONAL COMPENSATION.**

- A. The salaries of teachers are set forth in Schedule A.
- B. If a payday falls during a vacation, the checks will be mailed three (3) days prior to the payday to be cashed not before the date of the check.
- C. A teacher shall receive his/her pay in twenty-six (26) equal installments, unless by September 15 the teacher notifies the central office, in writing, that he/she wishes to receive twenty-one (21) equal installments of pay. Dates of pay installments, whether taken in twenty-six (26) or twenty-one (21) installments, shall be designated on the agreed upon school calendar or calendars which are a part of the Master Agreement.

Teachers shall have the option of receiving any remaining portion of their annual salary at the end of the school year, provided that the teacher has notified the Central Office by April 1.

- D. In the event any provision of this agreement creates a condition whereby the District is not able to comply with the required number of student instructional days or hours or days of professional development, the Superintendent and Association President will immediately negotiate the necessary adjustments to achieve compliance.

The District shall not increase the number of student instructional days or hours, or days or hours of professional development unless required by law. Teachers will work 185.5 days which includes the required 180 student days and 52.5 PLC/PD hours. If days or hours of instruction, or days or hours of professional development are increased from 180 student days and 185.5 teacher days then wage considerations will be negotiated. This does not include additional days added due to school closings, beyond those forgiven by the State, or failure to meet the 75% attendance requirement.

## ARTICLE V. PAYROLL DEDUCTIONS.

A teacher may request, in writing, the deduction from salary and the remittance to the appropriate party of amounts of money for annuities, credit union, MEA insurance, savings bonds, charitable donations, or other plans available through the Business Office or other plans or programs approved by the Association President and the Superintendent. The Board shall be held harmless for clerical errors or omissions in the implementation of this section.

## ARTICLE VI. TEACHING HOURS.

- A. The Association agrees that the teachers shall set aside one (1) hour of one (1) day semi-monthly be spent on committee or staff work as assigned by the administration.

Teachers will attend all building meetings called by the principal. If a meeting is to be longer than one (1) hour; the principal will give the entire building staff three (3) days' notice. The Association also agrees that teachers shall spend, without additional pay, three (3) evenings per school year at events such as parent-teacher conferences, open house, graduation and extracurricular events. These shall be designated by the building principal by the first day of October.

In addition, the Association agrees to encourage professional development of its members through attendance and assistance at such events as meetings of the Parent-Teacher Organizations.

- B. The teacher's normal workday begins twenty (20) minutes before the first scheduled class period and ends ten (10) minutes after the last scheduled class period. Teachers shall be in their classrooms ten (10) minutes before the class period is scheduled to begin. Such time shall not be considered teaching or assigned time as referenced in Section E of this Article.

Teachers shall not be late for class, nor shall they leave class early unless there is an emergency or they are other-wise directed by the administration.

It will be considered an integral part of a teacher's contractual obligation to assist the administration with student supervision and control. Teachers, with the assistance of administrators, will be expected to assume an active supervisory role not only in their respective classrooms, but before and after school, hall monitoring and various other times during the school day, not reserved as duty-free time by this Agreement.

- C. The school shall not require teachers to work in excess of the above hours, except for those receiving compensation for extra pay in items as set forth in Schedule B.
- D. By March 15 of each year the Association and the Board shall each appoint a committee to meet and negotiate a calendar for the succeeding school year. Such calendar shall be subject to the ratification of the Association and Board. The Board shall retain its legal rights to set the opening date of school.

Any school calendar shall provide for:

1. A school year recognizing the professional responsibilities of teachers to students;
2. A continuous and regularly scheduled in-service training sequence;

3. The equivalence of one (1) day at the High School and Middle School and two (2) days at the elementary level of parent-teacher conferences and the equivalence of a sixth (6<sup>th</sup>) professional development day at the High School and Middle School;

4. In the fall, the teachers in each individual building shall determine whether to have a second evening conference and be released in the afternoon of the next teacher-only day. If the teachers do not choose to have a second conference they will have the equivalent time to be used as teacher work time the following day.

In the spring, the teachers in each individual elementary building shall determine whether to have a second evening conference and be released in the afternoon of the next teacher-only day. If the teachers do not choose to have a second conference they will have the equivalent time to be used as teacher work time the following day.

5. Unless required by law, Section 3 above or Article VI(A), not more than one hundred eighty (180) student days and one hundred eighty- five and a half (185.5) teacher days;

6. Established paydays as set forth in Article IV, Section C.

E. The teacher's normal workday shall be continuous unless there is a mutual written agreement between the Superintendent, the Association, and the teacher entered into prior to the beginning of each school year.

Elementary teachers shall teach and/or be assigned not more than thirty (30) hours and five (5) minutes per week. Full time elementary teachers shall have at least three (3) hours and twenty (20) minutes of conference-classroom preparation time per full week. Part time elementary teachers minimum planning time will be prorated based on the percentage of time employed by the district.

Secondary teachers shall teach and/or be assigned not more than five (5) hours and fifty-one (51) minutes per day. Full-time secondary teachers shall have at least one class period of no less than forty (40) minutes of conference-classroom preparation time per day. Part time secondary teachers minimum planning time will be prorated based on the percentage of time employed by the district.

Partial work weeks and less than full days of instruction constitute exceptions to the minimum conference-classroom preparation time.

All teachers shall have a duty-free, uninterrupted lunch period of no less than thirty (30) minutes. Elementary and special education teachers will not assume the duties of recess.

F. Teachers covered by this Agreement shall not be obligated to teach classes in the Adult Education Program.

G. Bargaining unit members may, by mutual written agreement, work more than the contracted teacher days designated in this article. The member will be compensated at the teacher's regular rate of pay for such additional time or, by mutual consent in writing before the additional time is worked, receive an equal amount of time off with pay, to be used within one calendar year of such time worked.

- H. When the district requests professional development outside of the contractual school year, it will be voluntary. When teachers volunteer outside the contractual school calendar they will be paid \$125 per day for conferences and \$150 per day for curriculum work. If such training is required by the administration, then the district will also provide a similar opportunity during the contractual school year. If release time is offered and declined during the school year, the stipend payment will be the current substitute daily rate.

## **ARTICLE VII. TEACHING LOADS**

- A. Conference time substituting shall be on a rotation basis, with the exception of those teachers who travel between buildings. The substituting teacher shall have the option of being able to find a replacement, if desired.

Any teacher who substitutes during conference time shall be paid \$40.00 per hour calculated on the quarter hour.

Payment, for substituting, will be made in the next regularly, designated pay period following the receipt of the substitution form.

Any teacher who is required to attend administratively approved activities (e.g. Activities referenced in Article XVIII, IEPC, Behavior Improvement Plan, Section 504, Child Study, and/or administratively scheduled subsequent meetings) more than two (2) in a week or four (4) meetings in a month during their conference period shall be paid at the same rate as conference-time substituting.

Activities that require student-management during their conference period shall be paid at the same rate as conference-time substituting with the exception of any half day testing which includes state and local testing.

Any teacher who attends an entire IEPC, Behavior Improvement Plan, Section 504, Child Study, and/or administratively scheduled subsequent meetings; with the prior approval of their administrator; that is conducted completely outside of the normal workday will be compensated at \$15 per meeting. The teachers time responsibility shall not exceed 45 minutes.

- B. Any teacher accepting additional instruction period in place of the regularly assigned conference period shall be compensated at the rate of 1/5 of the teacher's regular salary.

## **ARTICLE VIII. TEACHING CONDITIONS.**

- A. The parties recognize that the availability of optimum school facilities for both students and teacher is basic to providing the high quality of education desired by the community. Both the Association and Board acknowledge the particular responsibilities each share in fostering public understanding and support for adequate school facilities and equipment. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.



B. The following are class size guidelines:

Special Education -----

In accordance with the ISD Special  
Education Plan

DK - 20

Kindergarten – 24

1<sup>st</sup> Grade – 27

2<sup>nd</sup> & 3<sup>rd</sup> Grade – 28

4<sup>th</sup>, 5<sup>th</sup> Grade – 30

6<sup>th</sup> – 12<sup>th</sup> Grade – 155 per six period day

\*Excludes Music and Physical Education. Individual Physical Education Classes will not exceed 35 students. Student count when classes are offered that are scheduled for less than a full class period or do not meet daily, may increase size guideline to 172.

1. Whenever a teacher's class size is greater than above and/or a teacher recognizes that the needs of the students are not being adequately met because of class size, that teacher may request relief exclusively through the following procedure:
  - a. The teacher shall communicate with his/her principal the relief sought and attempt to resolve the matter. If following this attempt, the problem is not resolved and it is recognized that additional assistance is necessary to meet the needs of the students, the teacher shall place his/her request in writing.
  - b. The principal shall attempt to resolve the stated concerns within five (5) working days after receipt of written request.
2. In the event the proposed solution of the principal is not satisfactory to the teacher, the teacher may request in writing to meet with Superintendent, Association Representation and Principal.
3. The Superintendent will conduct a meeting within five (5) working days of the request. The Superintendent shall review the facts of the situation and recommend a solution, including status quo, within five (5) working days of the meeting.
4. Nothing hereunder shall prevent any teacher, upon agreement of the teacher and principal, from accepting additional students.

C. The parties recognize that the law requires that some students with physical, mental or learning disabilities be included in the regular school program. The parties further realize that these students place an additional responsibility on the teachers involved. The administration will take these students, and any support services they receive, into consideration when making class assignments. These factors may result in unbalanced class sections within the above guidelines. Further the Board will provide support services such as counseling and in-service training for teachers where needed. In addition, teachers may request meetings with the special education teacher, principal or other support personnel as deemed necessary and may request an additional IEPC to be scheduled during the normal teaching day whenever possible.

D. No teachers, as a part of their normal responsibilities, will be required to administer prescription drugs, to perform medical procedures or to perform procedures such as suctioning, catheterization, diapering, or the like.

- E. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, computers, computer software, calculators and other new technology are the tools of the teaching profession. Every effort will be made to provide ample storage and filing equipment for each elementary classroom. A professional library will be provided in each building containing a variety of educational books and magazines.

The Board also recognizes its responsibilities to fund and will make every effort to fund the programs outlined in the Board adopted curriculum. Every five (5) years, upon the recommendation of the grade level or subject area staff, outdated materials, including texts, shall be reviewed.

- F. Under no conditions shall a teacher be required to drive a school bus as part of the teacher's regular assignment.

- G. Where facilities are available the Board shall provide for the exclusive use of the staff:

1. A lunchroom
2. A restroom
3. A furnished faculty lounge

- H. In schools where continuous cafeteria service for teachers is not available, a vending machine for beverage shall be installed at the request of the Association, the profits to be used for the existing Teachers' Funds. The Association shall assume all responsibility for maintaining and operating said machines.

- I. Parking facilities shall be made available to teachers for their use. Staff members are encouraged to use these facilities.

- J. A telephone and computer with internet access shall be made available to teachers in each classroom. Facsimile, printer and copy machines shall be made available to teachers for school use. Long distance calls for reasons other than school related business calls will be charged to the caller.

- K. Teachers will not be required to report to school when school is cancelled due to hazardous weather or interruption of service utilities. Teachers will be required to report, without additional compensation, on days which, by law, are rescheduled for students.

If the start of school is delayed due to hazardous weather or interruption of service utilities, the starting time for teachers will be adjusted accordingly. If students are sent home due to hazardous weather conditions or interruption of service utilities, teachers will be permitted to leave after the safety of students has been assured.

- L. The administration, with the assistance of the teachers, shall enforce the Board-adopted Student Discipline Code.

## **ARTICLE IX. PROMOTIONS AND RESIGNATIONS.**

- A. The Board shall furnish each teacher with a letter of intent to return, retire, or terminate employment on or before the 15th day of February of each year of this agreement. These letters shall be signed and returned by the teacher indicating the intended status for the ensuing school year, no later than the 28th day of February.

- B. Since a promotion would result in placing a teacher in a supervisory position, and hence excluded from the terms of the Agreement, the Board reserves the right to promote on the basis of its own judgment of qualifications and also to hire new employees for any opening or vacancy. A teacher who refuses such promotion shall not suffer any adverse treatment as the result of refusing said promotion.

## ARTICLE X. SENIORITY.

Seniority shall be based on the length of continuous service within this bargaining unit, beginning with the first day of work of their most recent employment.

1. A teacher on an unpaid leave of absence or lay-off shall retain previously acquired seniority, but shall not accrue additional seniority. Such leaves or lay-offs shall not constitute an interruption of service.

A teacher who is transferred out of the bargaining unit, but remains within the district shall not accrue additional seniority and shall retain previously acquired seniority for a period of two years.

2. A teacher who leaves the system through retirement, resignation, discharge or the loss of recall rights shall lose all seniority.
3. The Association shall be responsible for establishing a process to determine seniority schedule placement when multiple teachers have the same date of hire. It is agreed that the following procedure shall remain in effect during the term of this agreement. The Association shall hold the Board harmless in any dispute arising from this process to determine seniority schedule placement.

The Portland Education Association has selected the following process in determining a teacher's place on the seniority list:

The low sum of the middle two digits of the last four digits of a teacher's social security number shall place the teacher at the top of the tied group on the seniority list, and so on.

If another tie occurs, the digit to the right of the middle two will be used. The lowest number will place the teacher at the top of the tied group.

If another tie occurs, the lowest digit to the left of the middle two digits will place the teacher at the top of the tied group.

If another tie occurs, then a one-time drawing will take place to determine a teacher's position in the tied group.

4. The Board will prepare a seniority list and transmit a copy of the same to the Association on or before September 15 of each year. The Association will have until October 1 to request corrections. After October 1 the seniority list and all information included on that list is agreed upon to be accurate.

## ARTICLE XI. LEAVES OF ABSENCE.

- A. Leaves with Pay. The following leaves shall be granted without the loss of wages for the reasons stated and within the limitations specified. Teachers will adhere to these reasons and limitations and will view any abuse of this leave as a violation of professional ethics.

Leaves must be taken at the time they apply and the qualified reason for the leave must occur during the regular school year. Teachers shall follow the established procedures for reporting absences in the event of any illness as soon as possible. Such notification shall include the nature of the illness and, if known, anticipated duration. Notification as specified above may be waived by the teacher's principal, at the principal's discretion, upon receipt of a written statement concerning the reasons for failure to notify.

In order to be eligible for payment for the date of absence without notification to the principal at the time hereinabove specified, it will be necessary for the teacher to file a written statement concerning the reasons for failure to notify. Based on these reasons, the principal shall have the discretion to waive notification.

Immediate family shall be defined as parents, siblings, brother-in-law, sister-in-law, spouse, child, grandchild, or grandparents, and legal guardian of the teacher or the teacher's spouse or, at the Superintendent's discretion, any other person.

1. Illness and Disability. At the beginning of the school year each full-time teacher shall be credited with twelve (12) days of leave. Partial days will be calculated by the quarter hour. At the beginning of the school year, unused leave may be accumulated up to 12 days over the maximum of the number of teacher days in Article VI(D)(5). At the end of the school year, the accumulated unused sick leave may not be greater than the number of teacher days in Article VI(D)(5).

- a. Personal Illness or Disability – The teacher may use all or any portion of their leave to recover from their own illness or disability, which shall include disability from childbirth or pregnancy.
- b. Illness in the Immediate Family - The teacher may take up to (12) twelve days per year for illness to members of the teacher's immediate family. If there are extenuating circumstances, the Superintendent shall have the authority to waive the limitations.
- c. Death of Relative or Friend - The teacher may take up to one (1) day for the obligation of a funeral of a relative or friend not specified in Article XI, Section A, providing those obligations involve a time when school is in session.

A maximum of two (2) days per year may be taken for this reason. If extensive travel is necessary or there are extenuating circumstances, the Superintendent shall have the authority to waive the limitations.

- d. Sick Day Bank – Each new teacher, or teacher who has borrowed days from the bank and has not repaid, may voluntarily donate one (1) or more days of accumulated sick leave, at the beginning or end of the school year, to a Sick Day Bank which shall be used in the event of an illness by a teacher who has exhausted their sick leave accumulation. If a new teacher has not donated to the sick day bank, they will not be allowed to draw from the bank. The bank shall be controlled solely by a committee composed of three (3) teachers and an

administrator. The district/association will select the administrator; teachers will be selected by the association. The above committee shall determine who shall be eligible to draw from the bank and shall establish whatever rules, guidelines or procedures it deems necessary for the fair and equitable management of the bank. The committee will submit, by October 1<sup>st</sup> of each school year, an eligibility list, rules, guidelines and/or procedures to the administrator serving on the committee.

A teacher granted days will sign a written contract supplied by the Sick Day Bank Committee acknowledging the obligation to repay the Bank from the ensuing year's credit. This contract will be submitted to the business office within ten (10) business days. If the teacher separates employment, goes on extended unpaid leave or is laid off and the days are not repaid in full, the District reserves the right to deduct the day(s) due on behalf of the Sick Day Bank Committee from the employee's accumulated sick leave days in order to restore the Bank and if insufficient days are available, the balance remains due and payable by the teacher to the Bank prior any terminal pay distribution.

The Committee and Association shall hold the Board harmless in any dispute which might occur as the result of any action by the Committee and shall reimburse, from Association funds, any judgments or expenses, including attorney fees, resulting from any actions against the Committee.

Days in the sick day bank shall accumulate to not more than one hundred-fifty (150) days and they shall not be returned to the donor, if unused.

At any time when there is a catastrophic illness of a teacher or the Bank has been depleted to less than twenty-five (25) days, the Association may request that the Board allow teachers to make an additional contribution to the Bank.

A teacher leaving the district may contribute, upon departure, up to one-quarter (1/4) of their remaining sick days (minus any days owed to the Bank) to the Sick Day Bank.

- e. Of the first six (6) days provided in Article XI A, Sections 1 and 2, any teachers who are absent six (6) days or less, may, at their option, be paid current substitute teacher rate per unused day. (i.e. a teacher who had no absences would be paid six (6) times the current substitute daily rate). Such paid days will be deducted from accumulated sick leave.
2. Personal Use Days. Three (3) days per year of a teacher's accumulated sick days may be used as personal leave. Unless there is an emergency, a teacher planning to use a personal day will give written notification to the Building Principal at least three (3) working days in advance of the requested day. The Building Principal will forward a copy of the request to the Superintendent. Personal use days may not be used for Association business or extending a vacation, holiday or extending teacher calendar days off. The Superintendent may waive the above guidelines if circumstances warrant it. When this occurs, the teacher will use a personal day and will also pay the current daily total cost for the district of a substitute.
3. Other Leaves with Pay. The following reasons shall be grounds for granting teachers leave without the loss of pay and not charged against accumulated Illness and Disability Leave or Personal Business Leave and shall be subject to the limitations stated:

- a. Jury Service - Absence when a teacher is called for jury service. The school will be paid any jury fees.
  - b. Court Appearances - Court appearances as a witness in any case involving the school system and when such appearance is at the request of the Board or its attorney, or when a teacher is subpoenaed to testify in any case, except as a witness for the Association. The school shall be paid any witness fees.
  - c. Educational Conference - Visitations at other schools or for attendance at educational conferences or conventions, including Association meetings with the prior approval of the Principal and Superintendent.
  - d. Selective Service Examination - Time necessary to take the selective service physical examination.
  - e. Active Military Duty - Any teacher who is called up for active duty, drafted for active duty or enlists for active duty shall be subject to the rights and responsibilities of the Uniformed Services Employment and Reemployment Rights Act of 1994.
  - f. Death of Immediate Family - Five (5) days for the death of a member of the teacher's immediate family as defined in Article XI, Section A.
  - g. Leaves will not be considered used on days when the teacher is absent and other teachers are not required to be in attendance.
4. The administration shall have the right at any time to request medical verification of any and all alleged sickness, illness or disabilities lasting more than five (5) consecutive days. If it is determined by the Board that a teacher has misused any illness or disability leave as provided in this Article, accumulated illness and disability leave up to a maximum of ten (10) days will be deducted. If a second misuse of days, as described in this section, is determined by the Board then the Board may increase penalty depending on the circumstances of the infraction.

B. Unpaid Leaves. Any teacher who is not qualified for a paid leave under Section A of this Article may request an unpaid leave of absence. Such leaves shall be at the discretion of the Superintendent and may be granted for any reason, subject to the following limitations and requirements:

- 1. A written request must be received by the Superintendent not less than ninety (90) calendar days prior to the requested commencement of the leave. Waiver of this provision shall be at the sole discretion of the Superintendent.
- 2. All requests shall state the reason for the leave, the benefit to the teacher and the school, the requested commencement date and the length of the leave.
- 3. Leaves shall be for no more than one (1) calendar year.
- 4. If a teacher disagrees with the decision of the Superintendent, the exclusive avenue of appeal should the leave be denied is the submission of a written appeal to the Superintendent.

5. Leaves will not be granted to pursue other employment.
6. The Superintendent shall respond to requests under this section in writing and within a reasonable time.

C. An unpaid leave of absence of up to twelve (12) weeks during any rolling twelve (12) month period shall be granted to any eligible teacher in accordance with the Family Medical Leave Act for any of the following purposes:

1. The birth or placement for adoption or foster care of a child from date of birth or placement;
2. Because of a serious health condition of a teacher's spouse, child or parent;
3. Because of the teacher's own serious health condition.

To be eligible for a leave of absence, the teacher must meet the eligibility requirements set forth in the Act and its regulations.

If the reason for the leave is foreseeable, the teacher must provide at least thirty (30) days advance notice of the leave. All other notice must be provided as soon as it becomes practical.

Where permitted by the Act, a teacher shall have the option to take leave on an intermittent or reduced schedule.

The District shall require a teacher to substitute personal leave and/or sick leave for FMLA unpaid leave.

The Board shall continue the payment of insurance premiums under Article XV. If the teacher does not return at the expiration of the leave, the teacher shall reimburse the District for these costs, unless the Act provides otherwise.

The position of a teacher on a leave will be filled with a substitute. In general, a teacher will be returned to the same position (if available) or to an equivalent position (defined as being of equal pay unless the teacher is impacted by a layoff) if the employee returns within the total time afforded by the Act. If the leave is of a greater duration than afforded under the Act, then the return will be governed by Article XI (D). The limitations found under Section 108 of the Act – "Special Rules Concerning Employees of Local Educational Agencies" – shall apply.

The Board reserves all rights granted to school districts under the Act including but not limited to, the right to require medical verification of illness, to require a certificate of fitness as a condition for the teacher's return to work and to require the twelve (12) weeks of FMLA leave to be aggregated in accordance with the employees who are married.

This section shall be interpreted and administered consistent with the definitions contained in the Act and its regulations.

D. Return from Leaves. Teachers returning from an unpaid leave under this Article are subject to the following:

1. A teacher shall retain accumulated seniority, but shall not accrue additional seniority while on Leave.

2. Teachers shall advance one-half (1/2) step on the salary schedule, as provided in Schedule A of this Agreement, for each full semester taught.
3. If there is a question as to the teacher's ability to adequately perform the duties to which the teacher is normally assigned, upon returning from a medical related Leave, the physician who has regularly treated the teacher shall make the final and binding determination.
4. Teachers must provide, in writing to the superintendent's office, notice of intent to return to work not less than sixty (60) days from approved expiration date of the leave.

E. Physical Examination. The Superintendent of schools, with written concurrence from the President of the Association, may request a teacher to submit to a physical examination. Such examination shall be conducted by a licensed physician chosen by the teacher. A copy of the physician's report shall be sent to the teacher. The cost of such examination shall be borne by the Board.

## **ARTICLE XII. RETIREMENT POLICY AND TERMINAL PAY.**

A. Terminal pay shall be computed as follows:

1. Ten to nineteen (10-19) years of service in this system equals one-quarter (1/4) of the teacher's unused accumulated illness and disability leave, up to a maximum of one hundred, twenty (120) days, computed on an average of the teacher's five (5) highest years on Schedule A pay. Starting with the 2022-23 school year, the teacher must retire to receive terminal pay.
2. Twenty (20) or more years of service or retiring in this system equals one-half (1/2) of the teacher's unused accumulated illness and disability leave, up to a maximum of one hundred, twenty (120) days, computed on an average of the teacher's five (5) highest years on Schedule A pay. Starting with the 2022-23 school year, the teacher must retire to receive terminal pay.
3. Sections 1-3 above apply to those bargaining unit members who were employed during the 2009-2010 school year. Those bargaining unit members starting work after the 2009-2010 school year who retire after twenty (20) years of service in Portland Public Schools from the last date of hire shall be entitled to payment at the rate of fifty dollars (\$50) per day for each accumulated sick leave day up to a maximum of sixty (60) days.

B. If a teacher should die while employed by the Portland Public Schools for a minimum of ten (10) years, that teacher shall receive applicable benefits outlined in Section A above. Those benefits shall be paid to the teacher's estate.

C. This article shall not apply to teachers hired after June 30, 2013.

## **ARTICLE XIII. PROTECTION OF TEACHERS.**

A. The Board will give reasonable support and assistance to teachers with respect to the maintenance of control and discipline, provided that the actions of the teacher are not in violation of the Student Discipline Code.



- B. Any case of physical, verbal, or written assault upon a teacher, which had its inception in a school-centered problem, shall be promptly reported to the Board or its designated representative. If the assault was by pupil(s), the administration shall promptly investigate the matter and determine suitable treatment for the assaulting pupil(s). If the assault is by an adult who is not a pupil, the Board or its designated representative shall promptly report the incident to proper law enforcement authorities. When allowed by law enforcement officials, teachers will be advised of threats involving them. Administrative decisions in these matters shall be communicated to the concerned teacher(s) as soon as practical.
- C. Where a teacher is sued in either case above, any teacher not otherwise covered by insurance, either through MEA or some independent insurance carrier, may apply to the Board for legal assistance. If the Board determines that the teacher has acted within the scope of a teacher's authority, the Board will provide legal counsel to the teacher to give advice of rights in the given incident, it being expressly understood that this advice shall not include trial preparation or representation.
- D. Teachers shall be expected to exercise reasonable care with respect to safety of pupils and property.
- E. Loss-of-time Injury at School. Any injury which arises out of, or occurs in the course of employment of a teacher, shall be promptly reported to the building principal. The teacher shall be supplied with the appropriate forms in the event a Worker's Compensation claim is to be filed.

If a teacher is involved in an assault as mentioned above, and the Board determines that the teacher has acted within the scope of Board policy, the teacher will not suffer a loss of salary as a result of an injury incurred during the assault. In the event of an injury arising out of an assault which occurred because the teacher was not acting within the scope of Board policy, accumulated sick leave may be used. However, it is expressly understood that the teacher may be subject to disciplinary action by the Board if the situation warrants same.

- F. Any teacher shall be notified immediately of any complaint directed against said teacher and brought to an administrator or Board member. Violation of this section shall not negate future disciplinary action on a valid complaint.
- G. The Board and the teachers agree to adhere to the provisions of Act 397 of the Public Acts of 1978, known as the "Employee-Right-To-Know" Act.

It is agreed that the teachers shall provide the administration, for inclusion in their personnel file, current teacher certification, transcripts of academic records and copies of transfer of tenure status. The Board shall see that the personnel files contain copies of annual contracts and teacher evaluation reports.

#### **ARTICLE XIV. GRIEVANCE PROCEDURE.**

- A. A grievance shall be an alleged violation of the expressed terms of this Agreement. The termination of services of or failure to re-employ any teacher in a position on the extracurricular schedule shall not be the basis of any grievance filed under the procedure outlined in this Article.

- B. The Association shall designate a representative and an alternate per building to handle grievances when requested by the grievant. The Board hereby designates the Principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or their designated representative to act at Level Two as hereinafter described.
- C. The terms "days" as used herein shall mean days in which school is in session. During the summer months when school is not in session, the term "days" shall mean Monday through Friday. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties.
- D. A written grievance as required herein shall contain the following:
1. It shall be signed by the grievant or grievants.
  2. It shall be specific.
  3. It shall contain a synopsis of the facts giving rise to the alleged violation.
  4. It shall cite the section or subsections of this Agreement alleged to have been violated and also the teacher's contention as to how the specific subsection has been violated.
  5. It shall contain the date of the alleged violation.
  6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

Any written grievance and responses to such grievance in Levels One, Two and Four shall be joint exhibit in any subsequent arbitration.

- E. Level One. A teacher believing to have been wronged by an alleged violation of the express provisions of this Agreement shall meet within ten (10) days of its alleged occurrence with the teacher's building Principal to discuss the matter, advising the principal that this is, in fact, and a grievance. If no resolution is obtained, the teacher shall reduce the grievance to writing as specified in Section D of this Article, not sooner than three (3) days nor later than five (5) days after the discussion; and present it to the building Principal. The Principal shall make a written response within five (5) days. If the decision is unsatisfactory to the grievant, the grievant may proceed within ten (10) days to Level II.

Level Two. A copy of the written grievance shall be filed with the Superintendent or the Superintendent's designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or the Superintendent's designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or the Superintendent's designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the Principal of the building in which the grievance arose; and place a copy of the same in a permanent file in the Superintendent's office.

Level Three In the event the decision at Level two is unsatisfactory to the grievant and the Association the Association shall within fifteen (15) days have the right to appeal the dispute to an impartial arbitrator.

The Board and the Association shall attempt to select a mutually agreeable arbitrator. If such selection has not occurred within thirty (30) days an Arbitrator shall be selected by the American Arbitration Association in accordance with their rules and procedures.

The fees and approved expenses of the Arbitrator will be paid equally by the parties, except that each party shall assume its own costs of representation including any expense of witnesses. The Arbitrator shall be empowered to decide disputes about the interpretation or application of the clauses of this Agreement and about alleged violations of the Agreement.

The Arbitrator shall have no power to:

1. add to, or subtract from, or modify any of the terms of this Agreement,
  2. substitute his/her discretion for that of the Board or the Association where such discretion has been retained by the Board,
  3. establish or change any salary schedules;
  4. interpret any state or federal laws;
  5. order any monetary adjustment where the action complained of has caused no wage loss.
- F. Should a teacher fail to institute or appeal a decision within the time limits specified or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of the grievant's employment) shall be barred.
- G. The Association shall have no right to initiate the grievance involving the right of a teacher or group of teachers without his/her or their express approval in writing thereon.
- H. The chairperson of the Association Grievance Committee shall have released time for the investigation of grievances, provided that advance approval is given by the building principal. All other preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher, or a participating Association Representative, is to be at his/her assigned duty station.
- I. Grievance settlements or arbitration awards will not be made retroactive beyond the date of the occurrence of the event, upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance was filed.

**ARTICLE XV. INSURANCE.**

A. Extending for the term of the contract the Board shall provide Plan A (as discussed below) for a full twelve (12) month period for the bargaining unit member and entire family as defined by MESSA in terms of the non-medical plans and by the underwriters of the medical plans provided the family member is eligible for enrollment as part of the two party or full family premiums charged to the District.

1. PLAN A:

BC/BS Versatile 3 PPO, Rx1, hearing, \$250/\$500 annual in-network deductible and \$500/\$1,000 out of network annual deductible; or

BC/BS Flexible Blue 2 High Deductible Health Plan with Health Savings Account feature, Rx 6, \$1,350/\$2,700 annual in-network deductible and \$2,500/\$5,000 annual out of network deductible.

MESSA/Delta Dental Plan

3 routine cleanings

80/80/80: \$2,000 - Class 1,2, & 3

80: Class 4 \$3,000 Lifetime maximum

Negotiated Life \$30,000 AD&D

Vision VSP-3G

Long Term Disability - 90 Day Modified Fill

66 2/3% of max eligible salary

Maximum monthly benefit \$3000

Max eligible monthly salary \$4500

90 Calendar days

Modified fill

LTD Class code

Professional staff

COLA Yes

Mental/Nervous same as illness

Alcohol/Drug same as illness

5% Minimum payout

Pre-existing limits waived

Family Social Security Offset

The Board's maximum monthly contribution toward the cost of the medical plan for full-time (part-time prorated) teachers will be calculated based upon the annual amounts as follows:

Single	\$6,257.77
Two Person	\$13,652.76
Full Family	\$16,872.56

Beginning in January 2020, the above established cap amounts will increase by the same percentage increase as those designated by Public Act 152 Medical Benefit Limits. If the HSA plan is less than the above specified amount the district will deposit the difference in the HSA account.

The Board agrees to front load the BC/BS Flexible Blue 2 High Deductible Health Plan with Health Savings Account feature as a loan, one time only, for any new employee or employee that elects the plan for the first time.

By May 1 each year, if the Association is interested in changing the medical plan, the parties shall meet and confer on plan options. Changes will be made by mutual agreement.

Bargaining unit members not electing Plan A will select Plan B (as discussed below).

2. PLAN B:

MESSA/Delta Dental Plan

3 routine cleanings

80/80/80: \$2,000 - Class 1,2, & 3

80: Class 4 \$3,000 Lifetime maximum

Vision VSP-3G

Negotiated Life \$35,000 AD&D

Long Term Disability - 90 Day Modified Fill (same as PLAN A).

The difference between \$300 per month and the premium for Plan B will be paid in cash or contributed to the Section 125 cafeteria plan described in Section F.

If 10 total members do not elect Plan A and take Plan B then the rate increases to \$350, if that number increases to 14 then the rate increases to \$400, number increases to 18 then the rate increases to \$450.

- B. If any teacher or spouse covered under the insurance program shall attain the age of sixty-five (65), the teacher shall make application for Medicare coverage under Parts A and B. The Board agrees to maintain the coordinated Plan A and Plan B health care programs as long as the teacher is a part of this bargaining unit. The Medicare Part B premiums may be paid with Section 125 Cafeteria Plan cash as described in Section G.
- C. The Association agrees that the Board shall be held harmless in the event that either MESSA or WMIHP, or their funding carrier, shall become insolvent or for any reason deny the payment of a claim.
- D. Any teacher may, at the teacher's own expense, apply for any WMHIP or MEAFS non-taxable options or any tax-deferred annuities; and the Board agrees to deduct the appropriate premium through a salary reduction agreement and remit the same to the carrier.
- E. The Board agrees to furnish the contributions as provided in the above sections of this Article for the duration of this Agreement, subject to the following exceptions and provisions:
1. If a teacher terminates employment prior to completing his/her contract obligations, or is discharged, contributions to the plan shall cease on the date of termination.  
  
If a teacher has completed contractual obligations, or dies, contributions shall continue until August 31 of the year of the teacher's termination.  
  
If a teacher retires and qualifies for health care through the ORS pension system, then the district contributions shall continue until June 30 of the retirement year.
  2. If a teacher is on leave without pay, the teacher may make their own contributions to the plan.

3. When a teacher is hired prior to the opening of school, the Board shall be responsible for all insurance contributions as of the first contractual day of school.
5. The Board shall be responsible for providing plan documents, including insurance information and applications concerning the insurance protection provided under this plan.
6. Teachers with less than a full-time teaching assignment shall be entitled to participate in the plan provided in this Article, however, the Board's contribution shall be on a pro-rata basis.

- F. The Board shall adopt an "EMPLOYEE BENEFITS CAFETERIA PLAN" in compliance with Section 125 of the Internal Revenue Code. The operation of that plan shall be governed by a benefit and procedures document. This document and any amendments thereto shall be approved by the Board.

The plan shall provide the following benefits which can be selected by the employee; a medical reimbursement account, dependent care account or cash. The cash may be taken directly or may be used for the following:

- To purchase insurance options offered by MESSA.
- To purchase annuities through a salary reduction agreement.
- To pay for Medicare Part B premiums.

In addition, an employee may elect to contribute to the plan, through payroll deduction, an additional amount to be used for the purchase of taxable and non-taxable benefits provided under the plan.

The Board will be responsible for the administrative costs connected with this plan.

## **ARTICLE XVI. MISCELLANEOUS PROVISIONS.**

- A. The Association President shall be provided with copies of the Board meeting agendas by noon of the day of the Board meeting.
- B. The Association will use its best efforts to correct breaches of professional behavior by any teacher. The Board reserves to itself the right to also deal with all ethical problems or any conduct unbecoming a professional in the school system.
- C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement or any subsequent Agreement covering the same period as the individual teacher contracts.
- D. Copies of this Agreement shall be available on the District's web site after ratification by both parties.
- E. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- F. The district will provide an electronic copy of the Master Agreement to the association president and will post the Master Agreement on the transparency page of the district's website not later than four (4) weeks after ratification by both parties.
- G. Continuity of Professional Service. The Association recognizes that strikes, as defined by Section 1 of Public Acts 336 of 1947 of Michigan as amended, by teachers, are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.
- H. Teachers are encouraged to use the Board adopted Student Assistance Policy (SAP) in seeking help for students with problems.
- I. Special conferences for important matters will be arranged between the Association President and the Board, or its designated representative, upon the request of either party. Such meetings shall be between three (3) representatives of the Association and three (3) representatives of the Board. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the conference shall be presented at the time the conference is requested; such request shall also set forth the estimated length of the conference. Matters taken up at the conference shall be confined to those included on the agenda. Conferences shall be held at a mutually agreeable time and shall not conflict with assigned responsibilities. The meeting may be attended by others at the request of either party. A brief summary of the meeting shall be prepared and signed by representatives of the Board and the Association.
- J. The Board shall provide protective wearing apparel for those teachers teaching in specialized areas where the safety of the teacher or the protection of clothing warrants such items.
- K. Teachers who are required by teaching assignment to use personal automobiles to travel between buildings will be reimbursed at the then current maximum business rate authorized by the Internal Revenue Service for mileage reimbursement without reporting. Reimbursement for said mileage will be paid at the end of each semester.

Tardiness or absence of teachers due to mechanical failure of personal automobiles while in transit between buildings shall not be a basis for teacher discipline, or loss of professional compensation or benefits.

## **ARTICLE XVII. NEGOTIATION PROCEDURES.**

- A. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party and each party may select its representatives from within or outside the district. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board of Education and Portland Education Association; but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- B. If the parties fail to reach agreement in any such negotiations, either party may request mediation through the Michigan Employment Relations Commission.

- C. It is expressly understood that in the event agreement is not reached on items renegotiated pursuant to this Article, the Board shall continue payment and obligations herein specified until final agreement is reached by the parties amending the terms of this Agreement but only to the extent required by law.

#### **ARTICLE XVIII - SCHOOL IMPROVEMENT TEAMS, MTSS PLC Teams AND PLANS.**

- A. The following will govern all School Improvement Teams, MTSS PLC Teams and plans:
1. Except where authorized by law, no provision of a School Improvement plan shall be in conflict with or interpreted to supersede the terms of the collective bargaining agreement between the parties.
  2. The collective bargaining agreement shall not be modified either formally or informally in connection with the implementation of activities cited above except as mutually agreed in writing by the Board and the Association. Any waiver shall be subject to the ratification procedures of the parties and distributed to all bargaining unit members. Dispute over the interpretation or application of a waiver is subject to the established grievance procedure.
- B. Participation on a School Improvement team and/or MTSS PLC Team shall be voluntary. Other PLC participation is not voluntary and therefore a MTSS PLC member leaving the MTSS PLC will be assigned, as administration discretion, to another PLC team. The participation or lack of participation of an individual bargaining unit member shall not be considered to have merit in the Board's decision regarding extra duty assignments, conference attendance, etc. of any bargaining unit member or any other condition of employment including the placement of any information in any bargaining unit member's personnel file. Further, any bargaining unit member will not be affected by such activities in any manner that is contrary to established practice(s) or any term or provision of the Master Agreement except as mutually agreed in writing by the Board and the Association.
- C. If School Improvement Team and/or MTSS PLC Team meetings or activities are scheduled during an employee's regular work day, the employee shall be released from duties without loss of time or pay to attend the meetings.

#### **ARTICLE XIX. TEACHING MENTORS.**

- A. The Board and Association recognize that Public Act 335 of 1993 provided that for the first three (3) years of employment in classroom teaching a teacher shall be assigned a master teacher who shall act as a mentor to the teacher. The parties shall be bound by the mandates of this act or its amendments.
- B. The Board and Association agree to the following implementation of the mandates set forth above:
1. The administrator of the school in which the beginning teacher is teaching shall be responsible for assigning a mentor to the teacher.



2. The role of serving as a mentor for beginning teachers shall first be offered to a member of the Association.
3. The role of serving as a mentor for beginning teachers shall be voluntary on the part of the teachers.
4. The mentor's role is to offer advice, information and assistance in a collegial fashion to the beginning teacher.
5. Mentors may be offered training upon approval of their building principal.
6. A beginning teacher may have multiple mentors.
7. Beginning teachers should be matched with mentors by location, and with similar experience in teaching of subject area(s) and grade level(s) as the beginning teacher's assignment.
8. A mutual conference or planning period will be scheduled, when practical, between the mentor and beginning teacher.
9. Release time for peer coaching by the mentor may be arranged upon approval of the building principal.
10. A mentor has no supervisory role nor provides any input in the evaluation of the beginning teacher.
11. Fulfilling the role of a mentor will have no bearing on the evaluation of the teacher.
12. Neither the mentor nor beginning teacher shall be required to participate in any internal, district disciplinary process involving the other party.
13. The mentor relationship may be terminated at any time, by either or both parties, provided that the building principal concurs.

## **ARTICLE XX. USE OF THE INTERNET**

- A. The parties recognize that the internet is a vast resource capable of providing enhanced information gathering and communication skills to assist in educational, employment-related and Association endeavors.
- B. The parties recognize that the Board has adopted a Technological Access to Information (Acceptable Use) Policy. It is recognized that policy shall not supersede the provisions of this Agreement.
- C. The Technology Committee established by the Board Policy on Technical Access to Information, will periodically review that Policy and may make recommendations for change to the Board.

## ARTICLE XXI. ESEA “NO CHILD LEFT BEHIND ACT”

Should a school within the district be identified as failing under ESEA is required to establish a “School Plan Revision Team”. The school staff representation shall be determined by a Special Conference under this Agreement.

1. It is recognized that no School Improvement Plan shall address issues of wages, hours, or terms of employment or matters established by statute such as the Public Employment Relations Act, the Michigan Teacher Tenure Act or this Contract.
2. Teachers participating in School Plan Revision Team activities, including training and scheduled Committee meetings, will be compensated per administratively assigned time in Schedule B if outside the normal workday. If Committee meetings are scheduled during a teacher’s normal workday, the teacher shall be released from duties without loss of time or pay.

**APPENDIX A      SCHEDULE A. SALARY SCHEDULE.**

The following footnotes shall apply to Schedule A for each year of this Agreement:

1. Teachers shall be entitled to longevity pay based upon their years of continuous service in Portland Public Schools within the bargaining unit from the last date of hire. Periods of layoff or unpaid leave shall not constitute a break in continuous service but such time will not be counted for purposes of longevity pay. The following rates shall apply to the individual's current step of their applicable degree:

More than 14 years .....	3%
More than 19 years .....	6%
More than 24 years .....	9%
More than 29 years .....	12%
More than 34 years .....	15%

2. The salary schedules include an annual advanced education stipend as follows:

MA+18 .....	\$750.00
MA+30 .....	\$1,250.00
MA+45 .....	\$1,500.00
PHD .....	\$2,000.00

A. Usage and Value of SB-Continuing Education Units (SB-CEU's) and State Continuing Education Clock Hours (SCECH):

1. In conjunction with the former rules and regulations of the Michigan Department of Education, SB-CEU's were granted on the basis of ten (10) hours of contact time equaling one (1) SB-CEU and 3 SB-CEU's = 1 Semester hour of graduate credit. All SB-CEU's previously document and granted shall be awarded.

In conjunction with the rules and regulations of the Michigan Department of Education, one (1) State Board Continuing Education Clock Hour (SCECH) is granted for every hour of contact time and thirty (30) SCECH's equals one graduate credit.

2. Any combination of SCECH's, SB-CEU's and semester hours of graduate credit may be used when calculating an individual's degree status for the purpose of placement on the salary Schedule A.
3. 30 graduate semester hours of credit will equate a Master's Degree. Therefore, a total of 900 SCECH's, 90 SB-CEUs or any combination of graduate semester hours and SCECH's or SB-CEU's that would equate to 30 graduate semester hours would equate to a Master's Degree for the purpose of advancement on salary Schedule A.
4. The district will pay registration, salary and substitute costs for professional development activities for staff regardless of whether or not the individual earns SCECH's by attending.

5. Individuals will be responsible for any fees charged by the sponsoring agency solely for the purpose of granting the SCECH's.
  6. The district will continue to pay stipends for participants in certain workshops and professional development activities that grant SCECH's.
  7. All teachers may earn SCECH's during their normal workday for attending SCECH seminars/workshops or activities. SCECH's are not granted to presenters.
  8. All SCECH's and workshops requests will be handled following normal building professional development procedures.
3. The Board shall pay the teachers retirement contribution in accordance with Public Act 244, Public Acts of 1974.
  4. Changes in degree lanes on the salary schedule will be implemented upon submission of the official transcripts through a regionally accredited college or university, or other SCECH'S and SB-CEU documentation required by the Superintendent. In order to qualify for credit toward any BA or MA plus column, the courses must be taken after the date that the highest degree was attained.
  5. During the 2018 negotiations process the district and the association worked together to develop a 22 step scale, including a revenue formula, with the intent of eliminating the need for future step freezes.

2018-2022	
<i>*Formulas are noncumulative</i>	
<i>Each new year - enter new Schedule A at the salary amount equal to but not less than previous year</i>	
2018-2019	<b>New Schedule A (22 steps with \$1250 added on scale)</b> <b>Enter schedule at salary amount equal to but not less than previous year and advance 3 steps</b> <b>Off Scale Payment of \$500</b>
2019-2020	<b>1 step + \$500 on Scale</b> <b>Remove Step 1</b>
	<b>Formula &gt; \$100,000 = \$250 Off Scale</b> <b>Formula &gt; \$225,000 = Additional Step + \$250 Off-Scale</b> <b>Formula &gt; \$450,000 = Two Additional Steps + Addition of new top step (Previous +\$250)</b>
	<b>1 step + \$250 On Scale</b> <b>Remove Step 1</b> <b>Addition of new top step (if not added in 2019-2020)</b>
2020-2021	<b>Formula &gt; \$100,000 = \$250 Off Scale</b> <b>Formula &gt; \$225,000 = Additional Step + \$250 Off-Scale for those that are at top of scale</b> <b>Formula &gt; \$450,000 = Two Additional Steps + \$500 Off-Scale for those that are at top of scale</b>
	<b>1 step</b>
2021-2022	<b>Formula &gt; \$100,000 = \$250 Off-Scale</b> <b>Formula &gt; \$225,000 = Additional Step + \$250 Off-Scale for those that are at top of scale</b>

Formula
$((CFE \times (CFAPP - PFAPP)) + ((CFE - PFE) \times CFAPP) + FV > X$ <p>P.F.E. = Previous Fall Enrollment (Audited and not including P.A.C.E. or PECP)</p> <p>C.F.E. = Current Fall Enrollment (Audited and not including P.A.C.E. or PECP)</p> <p>P.F.A.P.P. = Previous Foundation Allowance Per Pupil</p> <p>C.F.A.P.P. = Current Foundation Allowance Per Pupil</p> <p>F.V. = (Budget Variance - 1% Total Expenditures)/2</p> <p style="margin-left: 40px;">Budget Variance = Difference between final budget and audit</p> <p style="margin-left: 40px;">*Only applies in years when fund equity is increased</p> <p style="margin-left: 40px;">Formula = For the 2020-2021 and 2021-2022 PECP will be included</p>

2018-2019 Schedule A							
Step	BA	BA+18	MA/BA+30	MA+18	MA+30	MA+45	PhD
1	38059	39316	41291	42041	42541	42791	43291
2	38957	40035	42189	42939	43439	43689	44189
3	39855	40932	43087	43837	44337	44587	45087
4	40753	41830	43985	44735	45235	45485	45985
5	41651	42728	44883	45633	46133	46383	46883
6	42548	43626	45780	46530	47030	47280	47780
7	43446	44523	46678	47428	47928	48178	48678
8	44344	45421	47576	48326	48826	49076	49576
9	45242	46319	48474	49224	49724	49974	50474
10	46139	47217	49372	50122	50622	50872	51372
11	47037	48115	50269	51019	51519	51769	52269
12	47935	49012	51167	51917	52417	52667	53167
13	49090	50090	52244	52994	53494	53744	54244
14	50167	51167	53322	54072	54572	54822	55322
15	51244	52244	54399	55149	55649	55899	56399
16	52322	53322	55476	56226	56726	56976	57476
17		54399	56554	57304	57804	58054	58554
18		55476	57631	58381	58881	59131	59631
19		57990	59247	59997	60497	60747	61247
20		60504	60863	61613	62113	62363	62863
21			62838	63588	64088	64338	64838
22			64813	65563	66063	66313	66813

2019-2020 Schedule A							
Step	BA	BA+18	MA/BA+30	MA+18	MA+30	MA+45	PhD
1	39457	40535	42689	43439	43939	44189	44689
2	40355	41432	43587	44337	44837	45087	45587
3	41253	42330	44485	45235	45735	45985	46485
4	42151	43228	45383	46133	46633	46883	47383
5	43048	44126	46280	47030	47530	47780	48280
6	43946	45023	47178	47928	48428	48678	49178
7	44844	45921	48076	48826	49326	49576	50076
8	45742	46819	48974	49724	50224	50474	50974
9	46639	47717	49872	50622	51122	51372	51872
10	47537	48615	50769	51519	52019	52269	52769
11	48435	49512	51667	52417	52917	53167	53667
12	49590	50590	52744	53494	53994	54244	54744
13	50667	51667	53822	54572	55072	55322	55822
14	51744	52744	54899	55649	56149	56399	56899
15	52822	53822	55976	56726	57226	57476	57976
16		54899	57054	57804	58304	58554	59054
17		55976	58131	58881	59381	59631	60131
18		58490	59747	60497	60997	61247	61747
19		61004	61363	62113	62613	62863	63363
20			63338	64088	64588	64838	65338
21			65313	66063	66563	66813	67313

2020-2021 Schedule A							
Step	BA	BA+18	MA/BA+30	MA+18	MA+30	MA+45	PhD
1	40605	41682	43837	44587	45087	45337	45837
2	41503	42580	44735	45485	45985	46235	46735
3	42401	43478	45633	46383	46883	47133	47633
4	43298	44376	46530	47280	47780	48030	48530
5	44196	45273	47428	48178	48678	48928	49428
6	45094	46171	48326	49076	49576	49826	50326
7	45992	47069	49224	49974	50474	50724	51224
8	46889	47967	50122	50872	51372	51622	52122
9	47787	48865	51019	51769	52269	52519	53019
10	48685	49762	51917	52667	53167	53417	53917
11	49840	50840	52994	53744	54244	54494	54994
12	50917	51917	54072	54822	55322	55572	56072
13	51994	52994	55149	55899	56399	56649	57149
14	53072	54072	56226	56976	57476	57726	58226
15	53322	55149	57304	58054	58554	58804	59304
16		56226	58381	59131	59631	59881	60381
17		58740	59997	60747	61247	61497	61997
18		61254	61613	62363	62863	63113	63613
19		61504	63588	64338	64838	65088	65588
20			65563	66313	66813	67063	67563
21			65813	66563	67063	67313	67813

2021-2022 Schedule A							
Step	BA	BA+18	MA/BA+30	MA+18	MA+30	MA+45	PhD
1	40605	41682	43837	44587	45087	45337	45837
2	41503	42580	44735	45485	45985	46235	46735
3	42401	43478	45633	46383	46883	47133	47633
4	43298	44376	46530	47280	47780	48030	48530
5	44196	45273	47428	48178	48678	48928	49428
6	45094	46171	48326	49076	49576	49826	50326
7	45992	47069	49224	49974	50474	50724	51224
8	46889	47967	50122	50872	51372	51622	52122
9	47787	48865	51019	51769	52269	52519	53019
10	48685	49762	51917	52667	53167	53417	53917
11	49840	50840	52994	53744	54244	54494	54994
12	50917	51917	54072	54822	55322	55572	56072
13	51994	52994	55149	55899	56399	56649	57149
14	53072	54072	56226	56976	57476	57726	58226
15	53322	55149	57304	58054	58554	58804	59304
16		56226	58381	59131	59631	59881	60381
17		58740	59997	60747	61247	61497	61997
18		61254	61613	62363	62863	63113	63613
19		61504	63588	64338	64838	65088	65588
20			65563	66313	66813	67063	67563
21			65813	66563	67063	67313	67813

The Association and the Board agree to reopen the contract for specific reason of negotiating changes to Appendix B during the 2018-2019 school year for changes to be implemented during the 2019-2020,2020-2021 and 2021-2022 school years.

**APPENDIX B  
SCHEDULE B - EXTRACURRICULAR ACTIVITIES SCHEDULE**

- A. All extracurricular activities shall be offered at the discretion of the Board.
- Except in the case of an emergency, a special conference shall be held to negotiate the compensation of any new Schedule B position before the position is posted.
- B. The district will pay the registration fees for one clinic or conference per year for each Schedule B position. The conference will be selected through mutual agreement between the Extracurricular Activities Coordinator and the coach or activity sponsor.
- C. Selection of individuals to fill extra-duty assignments shall be the responsibility of the Board, subject to the following provisions:
1. Qualifications of applicants for athletic activities shall be determined by the Extracurricular Activities Coordinator and principal, and in the case of non-athletic activities, by the principal.
  2. Whenever there is a vacant or newly created Schedule B position such vacancies, including qualifications, shall be posted in every school building and a copy sent to the Association President and e-mailed to all teachers, one time, to their district mailbox. Except in the case of an emergency, such vacancies shall be posted a minimum of five (5) days before being filled.
- The term days as used in this section shall mean scheduled staff days except during the time between the end of one school year and the first staff day of the next school year.
3. If two or more individuals shall meet the qualifications, preference shall be given to a staff member.
  4. If two or more staff members shall meet the qualifications, preference shall be given to a member of the staff in the school in which the activity is to be conducted.
  5. The rate of compensation shall be the applicable percentage from the following pages, applied to the appropriate base listed below. Step level shall be determined by the number of actual years of experience in a paid position within that activity in this system. Previous coaching experience may be considered for head coaching positions.

	<u>2018-2022</u>
Step 1	<b>31,797.29</b>
Step 2	<b>34,711.81</b>
Step 3	<b>37,631.35</b>
Step 4	<b>42,006.43</b>
Step 5	<b>46,090.80</b>
Step 6	<b>50,238.97</b>



6. Where District transportation is not provided and a coach receives prior authorization to drive their personal vehicle to a scheduled team event, the coach will be reimbursed mileage at the per mile rate established by the Internal Revenue Service.
  7. The District recognizes the additional time and possible financial expectations of post season competition on coaches and shall reimburse housing expenses for coaches and athletes. The district will establish and communicate to coaches the yearly reimbursable expenses for post season competitions.
- D. The Board shall provide each coach/advisor with an intent form not later than April 1 of each year. The coach/advisor shall indicate intent to return, resign, or retire from the activity for the following school year. The form shall be returned to the Extracurricular Activities Coordinator no later than May 1 of each year. If the coach/advisor indicates a resignation or retirement or the form is not returned timely, the position may be posted as vacant.
- E. The provisions of Article XIII, Protection of Teachers, shall be extended to all extracurricular activities and positions. Additionally, the following provisions shall apply:
1. References to Board policies shall include the Extracurricular Activities Code and Handbook.
  2. Application of Section F shall include at least a twenty-four (24) hour “cooling off period” before a meeting is held regarding the complaint. At the request of the coach/advisor, the Extracurricular Activities Coordinator shall be present at the meeting.
  3. Application of Section G shall include a criminal background check for all coach/advisors who are not currently employed by the Portland Public Schools.
- F. Longevity Pay for Schedule B.

Individuals who are employed in Schedule B positions, except Administratively or Technology Assigned Time, shall be eligible provided:

1. They have worked in one or more Schedule B positions for the Portland Schools for the required number of years.
2. That the term “years” shall mean the full time required of the activity.
3. The years do not need to be consecutive.
4. Partial time requirements may not be combined to make a year.
5. The maximum number of credit years that can be earned during a contract year is one (1).

Extra-duty work is defined as being paid by Portland Schools System for extracurricular service.

10 Years of Service -----	\$175
15 Years of Service -----	\$275
20 Years of Service -----	\$375
25 Years of Service -----	\$475

**ACTIVITY**

**PERCENTAGE OF BASE**

Auditorium Coordinator	4%
Band, H.S.	11% *
Band, M.S.	6%
Majorette & Flag Corp.	2%
Choir, H.S. (2% if taught as a course)	3% ****
Choir, M.S.	2%
Class Sponsor, 12th Grade	3%
Class Sponsor, 11th Grade	3%
Class Sponsor, 10th Grade	2%
Class Sponsor, 9th Grade	2%
Debate	3%
Media Club (One per building, 2% if taught as a course)	3%
National Honor Society	3%
Play Director, H.S. (Per Play)	7%
Play Director, H.S. Ass't. (25 or more/per play)	4% ***
Quiz Bowl	6%
Science Olympiad (3% if taught as a course)	4%
Science Olympiad, Assistant (25 or more)	2%
Student Council, H.S.	4%
Student Council, M.S.	3%
Yearbook, H.S. (4% if taught as a course)	7%
Baseball, Varsity	8%
Baseball Asst	5%
Baseball, J.V.	6%
Baseball, Freshman	5%
Basketball, Varsity (Boys or Girls)	11%
Basketball, J.V. (Boys or Girls)	8%
Basketball, Freshman (Boys or Girls)	7%
Basketball 7th or 8th (Boys or Girls)	5%
Basketball 7th or 8th (Boys or Girls) Ass't. Coach (25 or more per activity/level)	4% ***
Bowling, Varsity (Boys or Girls)	7%
Cheerleading, Varsity - Fall	8%
Cheerleading, Varsity - Winter	8%
Cheerleading, J.V. - Fall	5%

Cheerleading, J.V. - Winter	5%
Cheerleading, Freshman (per season)	5%
Cheerleading, 8 <sup>th</sup> (per season)	4%
Cheerleading, 7 <sup>th</sup> (per season)	4%
Cross Country, (Boys or Girls)	8%
Cross Country Asst. Coach (25 OR MORE PER TEAM)	5% ***
Cross Country, M.S. (Boys and Girls)	4%
Cross country, M.S. Asst. Coach (25 or more)	3% ***
Football, Varsity Head Coach	11%
Football, Varsity Ass't (Maximum of 2)	8%
Football, J.V. Head Coach	8%
Football, J.V. Ass't. Coach	7%
Football, Freshman Head Coach	7%
Football, Freshman Ass't. Coach	7%
Golf, Varsity (Boys or Girls)	8%
Golf, JV (Boys or Girls)	6%
Golf, Ass't. Coach Boys or Girls (25 or more)	5% ***
Soccer, Varsity (Boys or Girls)	8%
Soccer, J.V. Coach (Boys or Girls)	6%
Softball, Varsity	8%
Softball Asst	5%
Softball, J.V.	6%
Softball, Freshman	5%
Tennis, VARSITY (Boys or Girls)	8%
Tennis, J.V. Coach (Boys or Girls)	6%
Tennis, Ass't (Boys or Girls) (25 or over)	6%
Track, Varsity (Boys or Girls)	8%
Track, Ass't. Coach (Boys or Girls) (25 or more)	6% ***
Track, M.S. Head Coach	6%
Track, M.S. Ass't. Coach #1 (25 or over)	4% ***
Track, M.S. Ass't. Coach #2 (50 or over)	4% ***
Volleyball, Varsity	8%
Volleyball, J.V.	6%
Volleyball, Freshman	6%
Volleyball, 7 <sup>th</sup> or 8 <sup>th</sup>	5%
Volleyball, 7 <sup>th</sup> or 8 <sup>th</sup> Ass't. Coach (25 or more per level)	4% ***
Weight Room Coordinator (per season, prorated for days worked)	5%
Wrestling, Varsity	11%
Wrestling, Varsity Ass't. (20 or more) (Maximum of 2)	6% ***
Wrestling, 7 <sup>th</sup> and 8 <sup>th</sup>	5%
Wrestling, 7 <sup>th</sup> and 8 <sup>th</sup> Ass't. Coach (20 or more)	4% ***
Varsity Club	4%

**Administratively Assigned Time:**

1 <sup>st</sup> Year in Activity	\$11.00**
2 <sup>nd</sup> Year in Activity	\$12.00**
3 <sup>rd</sup> Year in Activity	\$13.00**

**Technology Assigned Time:**

1 <sup>st</sup> Year in Position	\$15.00**
2 <sup>nd</sup> Year in Position	\$17.50**
3 <sup>rd</sup> Year in Position	\$20.00**

\* Includes at least fall marching season, state competitions, Booster functions, Memorial Day parade, Fourth of July parade, Pep Band, concerts and necessary rehearsals/practices.

\*\* People hired will have a written contract that indicates the total number of hours they will be paid for.

\*\*\* If the Extracurricular Activities Coordinator deems that there is an unusual safety or control risk, an assistant may be added with a lower number of participants for that season.

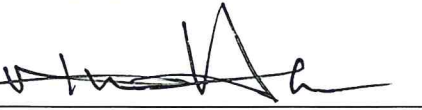
\*\*\*\* Includes at least 2 outside performances and the related rehearsals.

**DURATION OF AGREEMENT**


This Agreement shall be effective upon ratification of the parties and shall continue in effect until the thirtieth (30th) day of June 2022.

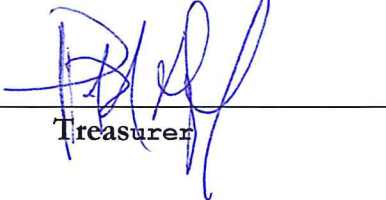
**PORTLAND EDUCATION ASSOCIATION**

By   
President

By   
Superintendent

**PORTLAND BOARD OF EDUCATION**

By   
President

By   
Treasurer