

6/30/94

PROFESSIONAL NEGOTIATIONS AGREEMENT

BETWEEN

PORTAGE PUBLIC SCHOOLS

AND

PORTAGE EDUCATION ASSOCIATION, INC.

1992 - 1994

Portage Public Schools

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A G R E E M E N T

THIS AGREEMENT entered into this _____ day of _____, 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.

W I T N E S S E T H:

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

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

ARTICLE I - RECOGNITION

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

Classroom Teachers	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 as above defined, and references to male teachers shall include female teachers.

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

ARTICLE II - ASSOCIATION AND TEACHER RIGHTS

Section 1: Pursuant to Act 379 of the Public Acts of 1965, the School hereby agrees that every teacher employed by the School

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

Section 2: The Association shall have the right to use school building facilities and equipment without rental charge, for the purpose of conducting 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, as now established in rooms designated as the faculty lounge in each building, shall be available for the exclusive use of the Association and the School. Materials posted by the Association shall be in connection with official business of the Association or general educational information and shall bear NEA, MEA, or PEA identification. The Association further agrees not to use such bulletin boards for posting advertisements on behalf of candidates for public office.

Section 4: Inter-school mail and school mail boxes may be used by the Association to distribute official communications such as notices of meetings and social events and announcements of results of Association meetings or elections. 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 someone designated by him/her, and that requests will be made sufficiently in advance of their need 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: Whenever the School has reached a tentative conclusion to request operating millage from the community, it will give notice to the Association of that fact prior to the reaching of a final decision with respect thereto and will give the Association the opportunity to meet with either the Financial Committee of the School or such other representatives as the School may select to discuss the School's contemplated request for operating millage.

Section 7: 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 8: Teachers' desks and files shall not be molested or inspected without express consent of the teacher. However, it is recognized by the Association that, in emergencies, the desk and files of teachers may be opened and materials necessary for the operation of the School be taken from them and used.

Section 9: The third (3rd) Monday of each month is reserved for Association meetings which may be held at the conclusion of normal working hours.

Section 10: 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. No individual teacher may be absent for more than five (5) days in a school year for Association business. 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 11: A teacher shall be entitled to invite a representative of the Association during any disciplinary action when such action may become part of the teacher's personnel file. When a request for a representative is made, no action shall be taken or meetings held with respect to the teacher until such representative of the Association is present.

Section 12: 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 13: All teachers shall be treated fairly and equitably and the School and the Association agree that any reprimand or discipline of teachers shall be in accordance with standards of just cause. A teacher who contends that a reprimand or disciplinary action of the School fails to meet these standards, may seek redress under the provisions of the grievance procedure as outlined in Article XIX of this Agreement.

Section 14: Copies of this Agreement shall be printed at the expense of the School and will be made available to all teachers now employed or hereinafter employed by the School during the term of this Agreement.

Section 15: The President of the Association shall work at least sixty (60%) percent of each regular work day, with such work commencing at the beginning of normal working hours in that building. By mutual agreement between the Association and the School, a specific proportion (not less than 60%) of a full-time teaching load shall be determined depending upon whether the President is an elementary, middle school or senior high school teacher. The Association shall reimburse the School for that portion of the President's time released from a full-time teaching assignment. The School will maintain progress on the salary schedule equal to what the President would receive as a full-time teacher and will maintain the same contributions toward fringe benefits, except that the hospitalization subsidy will be pro-rated as provided in Article XVIII, Section 1 (j).

Section 16: Building Association meetings may be scheduled once a month to commence fifteen (15) minutes before the end of working hours 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 17: Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under the Michigan General School Laws.

ARTICLE III - ASSOCIATION AND TEACHER RESPONSIBILITIES

Section 1: The Association agrees to encourage the teachers to execute and return individually-signed teacher's contracts for each school year so long as the same are not inconsistent with the terms of this Agreement, and so long as the School deems it necessary or required by law to use such individual contracts.

Section 2: The Association and the School recognize that strikes (as defined by Section 1 of Public Act 336 of 1947, as amended, of Michigan) by teachers are contrary to law and public policy.

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

Section 5: The School and the Association both recognize that the law of the State of Michigan requires that an employee who wishes to resign must submit a written notice of resignation with the School at least sixty (60) days prior to the time wherein the employee desires to be released from his/her contract.

ARTICLE IV - SCHOOL'S RIGHTS

Section 1: The School, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States including, but without limiting the generality of the foregoing, the right to the executive management and administrative control of the School System. The exercise of these powers, rights, authority, duties and responsibilities by the School and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

Section 2: It is recognized by the Association that in emergencies the desk and files of teachers may be opened and materials necessary for the operation of the School be taken from them and used. Teachers' Daily Plan Books shall always be available to the principal for his use and information. The Teachers' Class Record Book shall be available for the principal's use, provided the teacher shall be consulted for interpretation of said book. All class record books shall be returned to the principal at the conclusion of the school year.

Section 3: The Association recognizes the right of the School to require physical examinations to be on file in the School's personnel files. The School will pay the total cost of said physical, to the extent prescribed by the School, by a medical

authority of the School's choice.

Section 4: A teacher who is laid off and who is paid unemployment compensation benefits (associated with his/her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to a teacher position at the beginning of the next school year will be paid according to an annual salary rate, such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following conditions:

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

ARTICLE V - AGENCY SHOP AND DUES DEDUCTION

Section 1: Any teacher who is a member of the Association or who applies for membership therein, may sign and deliver to the Employee Relations 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 Employee Relations Office, shall continue in effect until revoked by the teacher on a form available from the Association and filed with said Employee Relations 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 teaching duties shall, as a condition of employment, pay a fee to the Association equal to its dues and the dues of the MEA and the NEA. This fee may be paid in cash or the teacher may authorize payroll deduction for such fee in the same manner as provided in Section 1. Teachers who fail to comply with the above requirement shall be dismissed from their employment by the Board according to the following procedure:

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

writing, with a copy sent to the teacher, demand that the Board terminate the teacher's employment.

- (c) The Board, upon receipt of such demand for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Teachers' Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance prior to discharge, charges shall be withdrawn.

Section 3: The provisions of this Article do not apply to those employed teachers (1970-71) who were non-members of the Association at the time that Agreement was ratified.

Section 4: 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 5: 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 6: The School agrees to make voluntary payroll deductions upon individual written authorization for the following:

- (a) School Employees' Credit Union (for savings only)
- (b) Annuity premiums
- (c) Health Insurance premiums as defined in Article XVIII

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

Section 7: For the purpose of this Article, the term "school year" shall include the period as specified in Article XXII.

ARTICLE VI - WORKING HOURS

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

of the school day is necessary.

Section 2: On working days preceding Good Friday, Memorial Day, Labor Day, Thanksgiving Day and Christmas vacation the work day will be seven hours and 30 minutes. To assure proper supervision of elementary students on these days, elementary teachers will be released following the normal boarding of school busses.

Section 3: 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 after school meetings called by the School for not more than two (2) hours per week, unless extended by the following exceptions:

- (a) Any meetings required by law (including administrative rules and regulations imposed upon the School) may be exempted from this 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 end of the teaching day following the dismissal of students.
- (b) Meetings attended by the teacher as a volunteer, elected representative or any teacher serving in a capacity governed by provisions of Schedules B and/or C shall not count in the total meeting hours.

Such meetings may be called on Monday through Thursday of a work week, except on days preceding holidays or vacations, and shall be contiguous in time to the regular school day. Such meetings shall be adjourned no later than five (5:00) p.m. At the elementary level up to two meetings per semester may be scheduled which will be adjourned no later than five-thirty (5:30) p.m. If meetings are scheduled until 5:30 p.m., thirty (30) minutes of morning compensatory time off will be granted on the day of, or the day following, the meeting.

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

Section 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: 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 during any portion thereof.

Section 7: Job Sharing

The job sharing model at the elementary level is being explored to accommodate the desires of teachers to successfully blend their careers with their family responsibilities for child care. Several job sharing positions have been initiated at two elementary schools during the last two years. As more teachers become interested in this concept and request its implementation, it is necessary to develop more structured guidelines. We have learned from previous situations.

The school district has a two fold interest in approving a job share. First, the personal concerns of teachers regarding their own child care arrangements must be recognized. Teachers who feel comfortable with this aspect of their lives will hopefully approach their teaching responsibilities in a positive manner. Secondly and as importantly, the school district has an obligation to provide the best possible learning environment for elementary age children. This has traditionally been successfully accomplished with a single teacher assigned to children in grades k through five. A change from the traditional model requires safeguards for the quality of education of our students while still making accommodations for the family responsibilities of teachers. Thus several aspects of the collective bargaining agreement must be adjusted. The following represents a list of those 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. With these facts in mind, the administration must approve all requests for job sharing. 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 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 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 15 minute overlap in schedules, is essential for planning and communication. Therefore, each participant in a job share must work 4 hours each day.

3) Hours for job sharing teachers will be 8:00 am-12:00 pm and 11:45 am to 3:45 pm or any other hours that provide for a 7 hour and 45 minute 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 can not 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, i.e.p.c's, team meetings, and committee work are important aspects of a teacher's professional responsibilities. Both job sharing teachers are expected to attend these meetings, unless excused by the principal.

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

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

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

8) Teachers will be paid at the rate of 50% of a full time contract and will advance one 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.

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

10) The school reserves the right to terminate a job sharing situation at the end of the school year.

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

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

ARTICLE VII - TEACHING LOADS

The normal weekly teaching load shall be as follows:

Section 1: Senior High School - Twenty-five (25) assigned periods of classroom or study hall instruction and five (5) assigned periods for preparation and conference. It is expected that teachers will be on duty at other times during working hours to give help to students or to perform other duties consistent with administrative building regulations.

Section 2: Middle School

- A. Each teacher shall be assigned not less than 250 minutes weekly for preparation, conference, and assistance to pupils.
- B. Including the time in "A" above, each teacher will be assigned enough additional time for preparation, conference, and assistance to pupils so as to yield a yearly average of 375 minutes per week.
- C. The balance of the teaching load shall be designated for classroom instruction, study hall, supervision, or other duties determined by the School.
 - 1) If the teaching load designated for classroom instruction for only grades 7 or 8 includes six (6) assignments during either semester, during the alternate semester the teacher shall be assigned only four (4) assignments for classroom instruction, but not in excess of a yearly average equal to 275 minutes per day. No supervision time shall be assigned the semester the teacher has six (6) assignments.
 - a) Application of this Section may result in reasonable increases in class size.
 - b) In the alternative, a teacher assigned to classroom

instruction for grades 7 and 8 can have six (6) assignments during one semester and five (5) assignments in the alternate semester for classroom instruction which does not exceed a yearly average equal to 275 minutes per day. A teacher must voluntarily accept such assignment and, if so accepted, such teacher will not be assigned any supervision time either semester.

- 2) If the teaching load designated for classroom instruction includes sixth grade Unified Arts (to include Art, Music, P.E., Home Ec., and Industrial Arts), teachers who are assigned six (6) assignments during either semester, shall be assigned only five (5) assignments for classroom instruction during the alternate semester but not in excess of a yearly average equal to 275 minutes per day. No supervision shall be assigned during either semester.
 - a) Application of this Section may result in reasonable increases in class size.
 - b) In the alternative, teachers whose assignments include sixth grade Unified Arts (to include Art, Music, P.E., Home Ec., and Industrial Arts), may be given six (6) assignments each semester, but not in excess of a yearly average equal to 275 minutes per day. A teacher must voluntarily accept such assignment and, if so accepted, such teacher will not be assigned any supervision time either semester.
- 3) No teacher shall be given seven (7) assignments for classroom instruction.

D. It is expected that teachers be on duty at other times during working hours to give help to students or to perform other duties consistent with administrative building regulations.

Section 3: Elementary - Twenty-five (25) hours of assigned classroom instruction and three (3) hours and forty-five (45) minutes for preparation and conference to be arranged during the hours designated by the School for student instruction. In addition, one (1) hour and fifteen (15) minutes of student supervision shall be assigned during working hours as defined in Article VI. It is expected that teachers will be on duty at other times during working hours to give help to students or to perform other duties consistent with administrative building regulations.

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

Section 5: Teachers of elementary music shall be assigned to teach no more than forty-five (45) one-half (1/2) hour classes or equivalent per week. If the music teacher is assigned a choir, the teacher will be required to teach only forty-four (44) class periods per week. If it is necessary for the School to alter the elementary music program, the School agrees not to reduce the length of the class to less than twenty-five (25) minutes and will not assign music teachers to more than fifty (50) sections per week. Elementary music teachers may be assigned up to an additional one and one-quarter (1 1/4) hours of student supervision per week. Supervision time is to be arranged during working hours at the discretion of the building principal.

Section 6: Teachers of elementary physical education shall be assigned to teach no more than forty-five (45) one-half (1/2) hour classes or equivalent per week. If it is necessary for the School to alter the elementary physical education program, the School agrees not to reduce the length of the class to less than twenty-five (25) minutes and will not assign physical education teachers to more than fifty (50) sections per week. Elementary physical education teachers may be assigned up to an additional one and one-quarter (1 1/4) hours of student supervision per week. Supervision time is to be arranged during working hours at the discretion of the building principal.

Section 7: Teachers of elementary art shall be assigned to teach not more than twenty (20) hours per week. Classes shall be one (1) hour in length. If it is necessary for the School to alter the elementary art program, classes shall not be reduced to less than fifty (50) minutes and no more than twenty-five (25) sections per week. Elementary art teachers may be assigned up to an additional one and one-quarter (1 1/4) hours of student supervision per week. Supervision time is to be arranged during working hours at the discretion of the building principal.

Section 8: 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.

Section 9: Special scheduling consideration shall be given to teachers who travel from building to building. Such consideration shall take into account distance between buildings, equipment to be transported, and the number of buildings assigned.

ARTICLE VIII - CLASS SIZE AND COMPOSITION

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

The parties agree to establish a class size and composition review process. Each building shall use a subcommittee of its School Effectiveness Team (S.E.T.) chaired by the Building Principal for this purpose. Teachers will receive release time to participate in the process.

The building principal has the responsibility to prepare teaching & class assignments. When these assignments are in preliminary form, the subcommittee of the S.E.T. will be convened. The Elementary S.E.T. will meet in the spring to review class size and composition for the following year. The Secondary S.E.T. will meet to review building schedules by May 15 and the first week of each semester.

Section 2:

- (a) Following the finalization of the assignments and/or schedules by the building principal, a teacher who is concerned about either his/her class size situation or his/her class composition situation shall request a meeting with the Class Size and Composition Subcommittee of the S.E.T. Such Subcommittee shall convene a meeting within five (5) working days of notice that a teacher is concerned about the class size and/or class composition of one or more of his/her classes. The Principal may call upon a staff member other than those on the subcommittee to provide information during this review process, depending upon the nature of the concern.
- (b) If the subcommittee cannot reach consensus, the Director of Instruction will enter the process within five (5) working days of notification by the Team. The building S.E.T. will present a list of recommended solutions (in order of priority). The Director of Instruction will review the building recommendations and make a decision based upon and adhering to the District Goals. The Director of Instruction will meet with the building S.E.T. and deliver the final decision within five working days of the meeting. If the decision is not delivered within the designated time, the S.E.T.'s first recommendation will be put into effect.

Section 3: Both parties recognize that students enter the system during the year, and that problems may arise as a result of such situations. It is also recognized that other factors may alter class size and composition throughout the year. Therefore, a teacher may present a concern to the S.E.T. at anytime during the school year.

A teacher may appeal as an individual to the appropriate Director of Instruction if that teacher determines that the S.E.T. is not acting in the teacher's best interest.

ARTICLE IX - TEACHING CONDITIONS

Section 1: The School will provide in each school building, adequate rest rooms and lavatory facilities for staff use. The School will

provide at least one room appropriately furnished to be used as a lounge/eating area. No smoking will be permitted in this or any adjoining area.

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

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

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

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

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

ARTICLE X - TEACHING ASSIGNMENTS

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

Section 2: Whenever a position or vacancy needs to be filled within the bargaining unit, the School shall publicize same by posting notices according to the following provisions:

- a) The School has the right to determine assignments within a building before the posting provisions of this Section are implemented. Attempts will be made, with recognition of program needs, to assign teachers within their buildings, to classes which they have indicated a preference to teach, as long as they are certified and qualified. Such preference, on the part of a teacher, must be made in writing to a building principal with a copy to the Director of Instruction by March 1.

- b) When internal building assignments are completed, notice(s) of vacant positions shall be posted once yearly. The posting period will commence in March. Notices shall be posted in each school building except that positions which require posting during the summer months shall be posted only in those buildings which are open.
- c) The notice(s) shall provide seven (7) days for the submission of written applications. If a vacancy occurs, confirmed in writing and received by the Employee Relations Office, and said vacancy needs to be filled during the summer months, ten (10) days shall be provided for the submission of written applications provided ten (10) or more days remain prior to the first contracted day of the next school year.
- d) Two (2) copies of said notice shall be sent to the Secretary of the Association.
- e) Once applications have been submitted and interviews completed, the most senior teacher who is both certified and qualified will be assigned at the beginning of the next school year.
- f) The School retains the right to fill the position or vacancy with a substitute or another teacher through the balance of the current year.

Section 3: Teachers who wish to apply for these new positions or vacancies shall be considered according to certification, seniority within the bargaining unit, qualifications, and program needs.

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

Section 5: By June 1, building principals shall notify teachers of their tentative assignments for the coming school year. Notification of subsequent changes shall be made by August 1 for the first semester assignments and by the first day in attendance in January for second semester assignments. Further changes in assignment may be made due to unforeseen circumstances. The School will make reasonable effort to provide written notification of all changes. Failure to provide written notification is not subject to arbitration.

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

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

Section 8: It is understood by the parties that the educational program of the School is dynamic in nature. Therefore, the parties have agreed that when the School establishes a new educational program which will result in a new teacher position or positions during the term of this Agreement, the School will notify the Association of the new program, the number of teachers required to staff the new program and the qualifications needed by the teachers to staff the new program. Positions will be posted and preference given to Portage teachers who are both certified and qualified for the new teacher position(s). If the Association disagrees with the qualifications which have been established by the School, then the Association can grieve those determinations. If the above-referenced dispute results in an arbitrator's award adverse to the School which requires the School to re-post a position or positions, said posting and new selection will be accomplished but will not be effective until the next school year.

ARTICLE XI - TEACHER EVALUATIONS

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

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

Section 3: To make the teacher aware of the evaluation procedure (methods and document agreed upon by the joint School-Association Committee on Evaluation), a pre-evaluation conference shall be held which will advise the teacher of the methods of evaluation open to him/her and the document upon which the final evaluation is to be written. The teacher and the administrator responsible for that teacher's evaluation may agree in writing to deviate on methods of evaluation, but the document upon which the final evaluation is written shall remain consistent for all teachers.

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

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

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

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

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

ARTICLE XII - STUDENT DISCIPLINE AND TEACHER PROTECTION

Section 1: The teacher bears the initial responsibility for maintaining proper control and discipline in the classroom and understands that all disciplinary actions and methods invoked by the teacher shall be reasonable and just and in accordance with established Board policy. It shall be the responsibility of the teacher to report to the principal, the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. Principals and teachers will work cooperatively in resolving discipline problems which disrupt school operation.

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

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

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

ARTICLE XIII - SICK LEAVE

Section 1: Sick leave is granted by the School to insure that an employee will not suffer loss of income because of the employee's illness, injury or medical appointments. Sick leave shall not apply to physical examinations, dental or optical appointments. Sick leave shall be a maximum of ten (10) days per year and the accumulation of sick leave shall be limited by the following provisions.

- a) If the accumulated sick leave is eighty-three (83) or fewer days as of the end of the previous school year, an additional credit of ten (10) days shall be added provided the teacher has commenced the school year by reporting for work on the first contracted day of the next school year. If a teacher is unable to report on the first contracted school day due to illness, the additional sick leave credit shall be added upon the employee's active resumption of normal working hours and assigned teaching load.
- b) If the accumulated sick leave is more than eighty-three (83) but less than ninety (90) days as of the end of the previous school year, only that portion of ten (10) additional days shall be added so as to cause the total accumulation to equal but not exceed ninety-three (93) days provided the teacher has commenced the school year by reporting for work on the first contracted day of the next school year. If a teacher is unable to report on the first contracted school day due to illness, the additional sick leave credit shall be added upon the employee's active resumption of normal working hours and assigned teaching load.
- c) If the accumulated sick leave is ninety (90) or more days as of the end of the previous school year, the teacher will be granted an additional credit of three (3) days provided the teacher has commenced the school year by reporting for work on the first contracted day of the next school year. If a teacher is unable to report on the first contracted school day due to illness, the additional sick leave credit shall be added upon the employee's active resumption of normal working hours and assigned teaching load.

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

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

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

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

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

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

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

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

Section 9: A teacher who anticipates a sick leave of absence due to maternity must notify the Employee Relations Department when her pregnancy is confirmed. She must present a physician's statement which specifies the dates during which she will be unable to perform the duties of her position. The teacher may use accumulated sick leave, to the extent which it is available, for the period of time her physician verifies that she is unable to work.

Section 10: A teacher may be granted a parental leave of absence for up to five days when such absence does not qualify under a maternity leave of absence (Article XIII, Section 10). This five 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.

ARTICLE XIV - BUSINESS LEAVE

Section 1: Each teacher shall be allowed, with full pay, personal business leave according to the method described below. Such business leave shall be for the purpose of transacting business which cannot be transacted at a time other than during the school day.

- a) This time shall not be used for recreational purposes, vacation, spouse conferences, shopping or job interviews. Personal business leave will not be approved for the day prior to or the day following a vacation period or holiday except in emergency or unusual cases to be determined at the sole discretion of the Superintendent or designee. The decision of the Superintendent or designee shall not be subject to the grievance procedure.
- b) Written request(s) for the use of business leave shall be submitted to the teacher's immediate supervisor using the form prepared by the School in advance of the intended absence(s). All requests for business leave shall be acted upon by the teacher's immediate supervisor within twenty-four (24) hours of submission.

Section 2: Each teacher shall receive two days of personal business leave at the beginning of the school year with the following exceptions:

- a) A teacher may receive a total of three days of personal business leave at the beginning of the school year under these conditions: If in the previous school year the teacher received two days and used only one day, or if in the previous school year the teacher received three days and used only two days.
- b) A teacher may receive a total of four days of personal business leave if in the previous school year they received personal business leave but did not use any personal business leave time.

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

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

ARTICLE XV - 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 himself 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 ten (10) days, if he/she reimburses the School for the amount of military pay received for the absence.
- f) The amount of leave for accident or illness in the immediate family shall be limited to one (1) day per occurrence not to exceed three (3) days in any one school year to make necessary arrangements for providing care by someone other than the teacher. In emergency situations additional time per occurrence may be allowed at the discretion of the Superintendent of Schools. All additional time will be deducted from the teacher's sick leave account. "Immediate family" is to be defined as spouse, children and any other person dependent upon the teacher for support and/or care. If the member of the immediate family is not living with the employee, "Illness in the Family" is deducted from sick leave. Those teachers who use up to one-half (1/2) day of leave will 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. Special leaves for illness in the family beyond the conditions established in this Section may be approved at the sole discretion of the Superintendent of Schools.

ARTICLE XVI - FUNERAL LEAVE

Section 1: The School shall grant a teacher up to three (3) days with pay when death occurs in the immediate family. The absence must occur from the day of death through the day of the funeral unless the location of the funeral is more than 200 miles from the School District;

then one (1) of the three (3) days may be used for travel time. "Immediate family" shall be defined as wife, husband, son, daughter, mother, father, sister, brother, 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.

- a) Such absence shall be reported to the School on the first day.
- b) Absence must be used for the purpose of attending the funeral or other services following the customary practices in connection with such a death.

Section 2: In the event of a death of a family member, up to two (2) days of additional funeral leave will be provided at the discretion of the teacher and chargeable to the teacher's sick leave account. Such use must meet the conditions established in Section 1 above and shall fall on the next two (2) consecutive days (excluding Saturday and Sunday) which follow the time provided in Section 1.

Section 3: In the event of the death of a friend of the teacher, up to one (1) day of funeral leave will be provided to attend the funeral of the friend. Such time will be chargeable to the teacher's sick leave account and shall be limited to one (1) occurrence per year.

Teacher absences for leave under this Section will be limited by the School to not more than 10% of the teachers in a given building provided substitutes can be secured.

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

ARTICLE XVII - 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 tenure teachers so as 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 Employee Relations Office at least sixty (60) days prior to the expiration date of the leave in order to permit planning, scheduling and placement. While an attempt will be made to place the teacher in a position commensurate with the teacher's training, experience and certification, no teacher on a leave of absence shall be guaranteed his or her former position. The School's decision shall be final. A teacher returning from a leave of absence under this Section shall be returned to active employment, either at the beginning of the school year or at the beginning of the second semester.

Section 3: Leaves of Absence for one full school year may be granted to tenured teachers with five 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 full school year must notify the School District in writing, 90 days before the termination of the leave of his/her intent to return to Portage Schools. The teacher will be placed upon return to the position vacated the previous year unless the class, section, department, or building has been eliminated. In such case, the teacher will be placed in the first available position which is commensurate with his/her certification and qualifications.
- d) Any teacher who fills the position of a person on leave shall be made aware at the time of assignment that the assignment is for one 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 year leave.

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

- a) A teacher may apply for an unpaid leave of absence, for reasons of child care, immediately following maternity leave (Article XIII, Section 10). This unpaid leave of absence may be granted according to the following: If the end of maternity leave occurs during the first semester an unpaid leave may be granted for the balance of the first semester or remainder of the school year. If the end of maternity leave occurs during the second semester an unpaid leave may be granted for the duration of the second semester. If the end of maternity leave occurs during the summer, an unpaid leave may be granted for the first semester. The School district reserves the right to specify when a teacher, who requests an unpaid leave of absence for child care purposes, must or may return to work.
- b) A teacher may apply for an unpaid adoptive leave of absence to begin following the five day parental leave (Article XIII, Section 11). Such leave shall only be for adoption of a child under the age of six. The duration of the leave and all other conditions will be the same as those outlined above for child care purposes (Section 4-a).

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

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

ARTICLE XVIII - INSURANCE

Section 1: HEALTH INSURANCE

The School will pay a monthly subsidy towards the hospital/medical insurance premium for which the employee is eligible. For the 1992-93 school year, the subsidy shall not exceed the following:

<u>Full Family</u>	-	<u>\$404.39</u>
<u>Two Person</u>	-	<u>\$365.67</u>
<u>Single Subscriber</u>	-	<u>\$163.75</u>

For the 1993-94 school year, the subsidy shall not exceed the following:

<u>Full Family</u>	-	<u>\$485.26</u>
<u>Two Person</u>	-	<u>\$428.00</u>
<u>Single Subscriber</u>	-	<u>\$196.50</u>

- a) For those husband-wife combinations employed by Portage Public Schools during the duration of this Agreement who apply to receive health insurance benefits and for whom eligible dependents are also covered by health insurance, such coverage shall be limited to providing coverage under one (1) policy.
- b) For those employees who apply to receive health insurance benefits set forth in Section 1 above including those whose spouse may also become employed by the Portage Public Schools during the school year or that portion thereof and for whom no dependent coverage is provided, such coverage shall be limited to providing coverage under one (1) policy for insured and spouse or to single coverage for each employee, whichever shall be the least expensive to the School.
- c) Those employees (employed at least 50%) who elect not to participate in the hospital medical insurance program will receive a tax deferred annuity in the amount of \$100 per month. The decision to participate in either the annuity program or in the hospital medical insurance program must be made annually when employment contracts are signed. The \$100 will be prorated for employees on less than a full time contract.
- d) The School agrees to indemnify and save the Association harmless from and against any and all claims, suits and/or any other form of liability that may arise out of or by reason of any action taken by the Association in reliance upon or in compliance with the terms and conditions of subsections (a), (b), and (c) of this Section.
- e) The individual teacher may have the option of placing coverage with Michigan Education Special Services Association in the plan designated Super Care I underwritten by Blue Cross/Blue Shield or with another carrier selected by the School.
- f) Applications for coverage or changes in coverage must be made through the Employee Relations Department. Enrollment regulations established by the insurance carrier will apply.
- g) Premiums for additional benefits to be paid by the teacher must be payroll deducted.

- h) The subsidy will begin the first of the month following the date the insurance application is submitted to the Employee Relations Department or the date the application is accepted by the carrier, whichever date comes later for:
 - 1. teachers employed after August 31st or
 - 2. teachers requesting changes in coverage.
- i) The subsidy will begin on September 1st for teachers employed on or before August 31st, provided they comply with conditions in (f) above.
- j) The benefit is limited to full-time teachers, except that those persons working on a part-time basis or less than a full year, or making application for coverage after the original enrollment period, will receive a pro-rated subsidy.

Section 2: DENTAL INSURANCE

The School will provide a group dental insurance program (Delta-007) for all full-time eligible teachers and dependents subject to the conditions outlined in this Section.

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

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

- a) Only full-time teachers are eligible for this benefit.
- b) Teachers must be actively employed (this includes teachers on paid sick leave) while receiving this benefit. Active employment shall be interpreted to mean that the teacher is fulfilling the teaching assignment and working hours expected of that teacher.
- c) The teacher has previously filed all necessary forms with the School's Employee Relations Office. The School shall not be liable for retro-active payment.
- d) Requests for changes in coverage must be made through the Employee Relations Department and meet the regulations established by the School and the carrier.
- e) For those husband-wife combinations employed by the Portage Public Schools who apply to receive dental benefits, such coverage shall be limited to providing coverage under one policy.
- f) The School agrees to indemnify and save the Association harmless from and against any and all claims, suit and/or any other form of liability that may arise out of or by reason of any action taken by the Association in reliance

upon or in compliance with the terms and provisions of subsection (e) of this section.

This Dental Insurance benefit shall commence on the date of orientation for all teachers as designated on the School Calendar provided the teacher has previously met all conditions established within this Section. For those teachers who are employed after the date for orientation of new teachers or who otherwise become eligible to receive this benefit during the term of this Agreement, this benefit shall commence on the 1st day of the next month following establishment of eligibility.

Section 3: LIFE INSURANCE

The School will provide, without charge, \$30,000 of term life insurance, including A.D. & D., for regular full-time teachers as defined in Article I whose contracted salary on Schedule A is in excess of \$25,000. All teachers must be actively working at the time of enrollment in order to be eligible. Those teachers absent during the enrollment period will become eligible upon their return to active work. For coverage to be in force, application must be made on forms provided by the School. If such application is made after the established enrollment period, the applicant will be required to submit evidence of insurability.

Subject to all other conditions in this Section, the School will provide, without charge \$20,000 of term life insurance to all part-time teachers employed on a contract of at least 50% of a full-time contract and to those regular full-time teachers whose contracted salary on Schedule A is \$25,000 or less per year.

Section 4: LONG TERM DISABILITY INSURANCE

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

- a) All definitions and terms shall be in accordance with the master policy between the School and the insurance carrier.
- b) The School agrees to purchase the master policy referred to above in such a way that none of its terms or definitions will result in less protection for a teacher than did the master policy or policies in force at the time of this Agreement or to purchase the policy through MESSA. It is understood by the parties that such policy shall contain an automatic retirement off-set, whether or not application is made for State Teacher's Retirement.

- c) In the event a teacher incurs serious illness or injury and exhausts his/her personal accumulated sick leave pay or becomes eligible for Long Term Disability Insurance, the School will continue to supply the teacher with fully paid health insurance for a period of months equal to the number of years the teacher has been employed by the School District with a minimum payment of twenty-four months. To be eligible for this health insurance continuation, a teacher would have to be absent for a minimum of thirty (30) calendar days, and the School must be in receipt of a statement from the teacher's physician that the disability is of a continuous nature. At the time that such disabled teacher becomes eligible for another health insurance plan or program, the School District will no longer be obligated to provide a school-sponsored health insurance program.

Section 5: VISION INSURANCE

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

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

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

- a) Only full-time teachers are eligible for this benefit.
- b) Teachers must be actively employed (this includes teachers on paid sick leave) while receiving this benefit. Active employment shall be interpreted to mean that the teacher is fulfilling the teaching assignment and working hours expected of that teacher.
- c) The teacher has previously filed all necessary forms with the School's Employee Relations Office. The School shall not be liable for retroactive payment.
- d) Requests for changes in coverage must be made through the Employee Relations Department and meet the regulations established by the School and the carrier.
- e) For those husband-wife combinations employed by the Portage Public Schools who apply to receive vision benefits, such coverage shall be limited to provided coverage under one policy.
- f) For those teachers who are employed after the date for orientation of new teachers or otherwise become eligible to receive this benefit during the term of this Agreement, this benefit shall commence on the first day of the next month following establishment of eligibility.

ARTICLE XIX - 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) The placing of a non-tenure teacher on a third year of probation.
- c) 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 (Act 4 of Public Acts, Extra Session, of 1937 of Michigan, as amended).

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 teacher, as an individual, may insist upon utilizing the provisions of the arbitration procedure without prior approval in writing of the Association.

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

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

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

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

Section 4: PROCEDURE

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

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

STEP TWO - If the decision of the Supervisor or Principal is unacceptable to the Association, the Association may take the grievance up with the appropriate Director of Instruction or his/her representative, provided the grievance is presented to the Director of Instruction within three (3) working days following the Supervisor's or Principal's decision. The appropriate Director of Instruction, or his/her representative, shall give his/her decision in writing over his/her signature within three (3) working days following presentation of the grievance by the Association.

STEP THREE - If the decision in STEP TWO is unacceptable to the Association, the Association shall so notify the Employee Relations Director 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 the Employee Relations Director, 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 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 his/her decision within thirty (30) days after the hearing on a grievance and the decision of the arbitrator upon the grievance, which shall have been submitted to him/her in accordance with the provisions of this Agreement, 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 XX - REDUCTION OF PERSONNEL

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

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

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

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

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

Section 5: The School shall transmit a copy of the seniority list to the Association on or before the 30th day of September each year.

Section 6: The School and the Association, realizing that the educational program may from time to time be altered as a result of fluctuations in economic facilities available to the School, changes in the curriculum as offered by the School, fluctuations in the students' population, and for other reasons that may be determined by the School, hereby agree that all reductions in staff be made pursuant to the following:

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

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

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

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

Section 7: For the purpose of lay off, recall, transfer, vacancy and assignment, the term "qualified" shall be defined as follows:

- a) Senior High - Teachers in the Senior High School shall be teaching within their area or areas of endorsement as shown on the teacher's State of Michigan teaching certificate.

Teachers of Human Growth & Development must meet State of Michigan requirements.

- b) Grades 7 and 8 - Teachers assigned to Grades 7 and 8 shall be assigned within their major or minor field of study as shown on the teacher's under-graduate or graduate transcript(s) or within their specific area or areas of endorsement as shown on the teacher's State of Michigan teaching certificate. In the event that a teacher has teaching experience in a given subject area in grade 7 and/or 8 with the Portage Public Schools within the last three (3) years but does not have a major or minor in that area, the teacher shall be deemed to be as qualified in that area as an individual who does have a major or minor.

Teachers of Human Growth & Development must meet State of Michigan requirements.

- c) Elementary and 6th Grade Classrooms - Teachers assigned to elementary or 6th grade classrooms shall be deemed qualified if they are certified as elementary classroom teachers.
- d) Special Areas - Counselors, reading consultants, media specialists, and instructors of art, music and physical education shall be assigned on the basis of their study in the following specialty areas.

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

<u>SPECIAL AREA</u>	<u>POSITIONS AFFECTED</u>	<u>STANDARD</u>
Music	Instrumental-Band	Major concentration in band instruments as indicated on college transcript.
	Instrumental-Strings	Major concentration in strings as indicated on college transcript.
	Vocal	Major concentration in vocal performance area as indicated on college transcript.
	General Music	Major or minor in music education as indicated on college transcript.

Physical Education	K-8	Major or minor in physical education as indicated on college transcript.
	Swimming	Certification as required by the regulating agency.
Media Specialists	All positions	Masters Degree in Library Science from American Library Association accredited library school. Must also possess demonstrated ability in instructional technology and computers.
Counseling	All positions	Masters Degree in counseling. High school teaching experience for H.S. position and K-8 teaching experience for elementary & middle school positions.
Reading Consultant	All positions	Masters Degree in reading.
Art	K-8	Major or minor in Art Education as indicated on college transcript or endorsement in Art.

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

1) The extent to which the applicant shows previous training, experience, recognition, leadership and service to professional and community organizations.

2) The extent to which the applicant complements those assigned to related positions.

3) Qualifications unique to the implementation of the new program.

- e) Special Education - Teachers assigned to special education assignments shall have the necessary certification and special education endorsements for such assignment.
- f) Whenever the School has notified the Association of a new educational program pursuant to Article X, Section 8, and has discussed the qualifications for said new positions with the Association as provided in subsection (d) above, the qualifications for said new positions will remain effective and will be utilized in all decisions specified in this article.

Section 8: A teacher who is laid off shall be appointed to the first vacancy for which he/she is certified and qualified. Rehiring of laid off teachers shall be in order of seniority provided the teachers are certified and qualified to perform all of the instructional duties needed for the existing vacancy. Openings created by leaves of absence as recognized in this Agreement shall not constitute a vacancy for purposes of this Article.

Section 9: Teachers who are notified of recall and fail to respond within five (5) days or fail to report for duty within fifteen (15) days of notice of recall shall be considered as resigned. Teachers so failing to respond or so failing to report shall be terminated by the School District pursuant to the then-applicable laws. A teacher recalled from lay off who is at the time of recall under written contract to another state-approved school system shall have the option to remain on lay-off without loss of recall rights for the balance of the current school year. Teachers who are notified of recall and who are at that time under a written contract with another state-approved

school system shall furnish a copy of said contract to the School within five (5) days of receipt of said recall notice. This exception shall only apply to those individuals in possession of a written contract with another state-approved school system and all other laid off teachers shall be required to respond and report as set forth in this Section, provided the School District is offering an assignment which assures a minimum of an 80% assignment.

Section 10: A probationary teacher who is laidoff by the School shall have his/her name maintained on the recall list for the period of time that he/she was employed by the School District. A tenured teacher who is laid off must file a written statement with the Employee Relations Office by May 1 of each succeeding year indicating his/her most current address, his/her place of employment, and his/her desire to retain recall rights.

ARTICLE XXI - PROFESSIONAL COMPENSATION

Section 1: The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement.

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: Credit for previous experience shall be evaluated by the School and shall be limited to service within the ten (10) year period preceding employment. For those years deemed satisfactory by the School, full credit shall be given up to six (6) years.

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

Section 5: An amount of .196% of the base of the Bachelor's Degree Schedule as shown on Schedule A per semester hour shall be added to the appropriate step of Schedule A of a teacher with a B.A. or B.S. degree for each hour of graduate credit earned above the hours necessary to make the teacher's provisional certificate permanent or continuing. Such reimbursement shall be made provided:

- a) The credit was earned from an institution of higher education designated as a four year college or university. Correspondence courses will not be approved.
- 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 .098% 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 6: After having been awarded a Master's Degree, a teacher will be advanced to the appropriate Master's step on Schedule A at the beginning of the next contract year (Article XXI, Section 4) provided:

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

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

Section 7: An amount of .196% 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 hour 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 institution of higher education designated as a four year college or university. Correspondence courses will not be approved.
- b) That all courses were approved on the appropriate form by the Superintendent of Schools prior to the teacher's registration for the course. The Superintendent of

Schools may deny approval of a specific course if in his/her opinion the course is not directly related to the teacher's present teaching assignment.

- 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 .098% 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 1/2) hours of classroom instruction, an additional one-half (1/2) hour 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

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's 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: Curriculum & Summer Work

Teachers performing curriculum work during the summer shall be paid \$10 per hour. Teachers who are required by the school district to perform professional work during the summer shall be paid \$17 per hour.

Section 11: Tax Deferred Annuity

The School will provide for those full-time eligible teachers actively working at the time of enrollment, twenty (\$20.00) dollars per pay period for a maximum of 26 pay periods per year. This sum will be deposited into an account of the teacher's choice selected from the list of eligible companies made available by the School provided:

- a) The teacher has completed fourteen (14) years of service to the School as of the date of pre-school conference for all teachers.
- b) The teacher remains actively employed while receiving this benefit.
- c) The teacher has previously filed all necessary forms with the School's Employee Relations Office. The School shall not be liable for retro-active payment.
- d) During this Agreement, those teachers who have met the previous conditions and who have completed twenty (20) or more years of service shall receive a benefit of twenty-five (\$25.00) dollars per pay period. For those teachers who have met the previous conditions and who have completed thirty (30) or more years of service, this benefit shall be thirty (\$30.00) dollars per pay period.

This benefit shall be equated for those teachers who elect twenty-two (22) pay periods per year provided all other conditions of this Section have previously been met.

For those teachers who become eligible during the term of this Agreement, this benefit shall commence on the first pay period of the next school year which follows the date of eligibility provided all of the above conditions have been met.

- e) A teacher on a part-time assignment of more than fifty (50%) percent and who has met the previous conditions shall be eligible for the tax deferred annuity benefit on a pro rata basis as calculated from his/her then-current assignment.

Section 12: The School reserves the right to award a larger increment in any given year to those teachers with one or more year's experience

in the Portage Schools who, in the estimation of the Superintendent of Schools, deserve special consideration.

ARTICLE XXII - RETIREMENT INCENTIVE

Those teachers who are paid at the 25th step of Schedule A are eligible for retirement incentive during the following time periods:

2/01/93 through 3/30/93
2/01/94 through 3/30/94

Written notice of retirement must be received by the Employee Relations Department during either of those time periods for retirement at the end of that school year.

A total payment of \$8,000 will be made to teachers who retire during either of the above time periods. The election of payment of the incentive may be by one payment during the first pay period in September or by two equal payments to be made during the first pay period in September and in the first pay period the following January.

This retirement incentive will cease to exist at the conclusion of the current collective bargaining agreement.

A joint committee of teachers and administration will study the feasibility of a performance based retirement program, which would reward outstanding performance and provide encouragement for Master teachers to maintain their employment with the district.

ARTICLE XXIII - TEACHING CALENDAR

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

Section 2: The following days for which teachers' attendance shall not be required shall be included in the one hundred ninety (190) working days: (a) New Year's Day; (b) Memorial Day; (c) Labor Day; (d) Thanksgiving Day; and (e) Christmas Day, provided school is in session the day prior to or the day after such days in the same week. Other days on which teachers shall not be required to be in attendance may be designated by the School.

ARTICLE XXIV - MISCELLANEOUS PROVISIONS

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

by the parties by an instrument in writing duly executed by both parties.

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

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

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

ARTICLE XXIV - DURATION OF THIS AGREEMENT

Section 1: This Agreement shall become effective on July 1, 1992 and will remain in effect until midnight of June 30, 1994 and shall continue to remain in effect past such date unless either party notifies the other in writing of its desire to amend or terminate this Agreement at least ninety (90) days and not more than one hundred eighty (180) days prior to midnight of June 30, 1994.

PORTAGE EDUCATION ASSOCIATION

By: _____
President

BY: _____
Secretary

By: _____
Chairperson of Negotiating Committee

BOARD OF EDUCATION

By: _____
President

By: _____
Superintendent

By: _____
Director of Support Services

PORTAGE PUBLIC SCHOOLS
PORTAGE, MICHIGAN 49002
SCHOOL CALENDAR

1992 - 1993

Thursday, August 27	Orientation for New Teachers
Friday, August 28	Pre-School Conference - All Teachers
Monday, August 31	School Opens - 1/2 Day for Students
Monday, September 7	Labor Day - No School
Friday, October 9	Record Day - 1/2 Day for Students (High School Only)
November 26 - 27	Thanksgiving Recess
December 19 - January 3	Winter Recess
Monday, January 4	School Resumes
Friday, January 22	End 1st Semester - No School for Students
February 19 - 22	* Mid-Winter Break or "Act of God" make-up day(s). (If only 1 day is needed, it will be February 22)
Friday, March 5	Record Day - 1/2 Day for Students (High School Only)
March 26 - April 4	Spring Recess
Monday, April 5	School Resumes
Friday, April 9	NO SCHOOL
Monday, May 31	Memorial Day - No School
Thursday, June 10	* End 2nd Semester - 1/2 Day for Students if this is the last student day.
Friday, June 11	* Last Day for Teachers

* (If more than two days of school are cancelled before Mid-Winter Break the 3rd cancelled day will be made-up on Monday, February 22. If four days are cancelled, school will be in session on both Friday, February 12 & Monday, February 15. If additional make-up days are needed, full days will be added beginning June 10.)

If legal action or a Michigan Department of Education regulation changes this calendar so that it is not possible to comply with the student attendance requirements, the Association agrees to the extension of the school year equivalent to the amount of time needed to comply with the law or regulation.

SCHEDULE A

TEACHERS' INDEX SALARY SCHEDULE

Section 1: 1992-93

<u>STEP</u>	<u>BACHELOR'S</u>	<u>MASTER'S</u>	<u>MASTER'S + 30</u>
1	\$23,981	\$25,397	\$26,815
2	\$25,180	\$26,595	\$28,017
3	\$26,379	\$27,795	\$29,213
4	\$27,818	\$29,233	\$30,650
5	\$29,256	\$30,673	\$32,089
6	\$30,695	\$32,108	\$33,526
7	\$31,895	\$33,310	\$34,726
8	\$33,333	\$34,747	\$36,167
9	\$34,771	\$36,190	\$37,604
10	\$36,211	\$37,624	\$39,041
11	\$37,650	\$39,067	\$40,480
12	\$39,328	\$40,740	\$42,156
13	\$40,114	\$42,423	\$43,840
14		\$44,337	\$45,757
15		\$45,222	\$46,673
20	\$40,589	\$45,864	\$47,274
25	\$41,604	\$47,010	\$48,456

SCHEDULE A

TEACHERS' INDEX SALARY SCHEDULE

Section 1: 1993-94

STEP	<u>BACHELOR'S</u>	<u>MASTER'S</u>	<u>MASTER'S + 30</u>
1	\$24,940	\$26,413	\$27,888
2	\$26,187	\$27,659	\$29,138
3	\$27,434	\$28,907	\$30,382
4	\$28,931	\$30,402	\$31,876
5	\$30,426	\$31,900	\$33,373
6	\$31,923	\$33,392	\$34,867
7	\$33,171	\$34,642	\$36,115
8	\$34,666	\$36,137	\$37,614
9	\$36,162	\$37,638	\$39,108
10	\$37,659	\$39,129	\$40,603
11	\$39,156	\$40,630	\$42,099
12	\$40,901	\$42,370	\$43,842
13	\$41,719	\$44,120	\$45,594
14		\$46,110	\$47,587
15		\$47,031	\$48,540
20	\$42,213	\$47,699	\$49,165
25	\$43,268	\$48,890	\$50,394

SCHEDULE B

EXTRA/CO-CURRICULAR PAY SCHEDULE

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

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

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

Section 4: The Schedule B base is established at \$23,981.
1993-94 = \$24,940.

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

Section 6: To determine payment for positions on Schedule B, the following formula will be used:

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

POSITION INDEX LISTING

- | | |
|------|---|
| 1.00 | Departmental Chairpersons
Grade Group Chairpersons
Middle School Chairperson (3) |
| .87 | Band Director H.S.
Debate H.S.
Guidance Director H.S.
Producer Director H.S. Musical
Student Council H.S. |
| .80 | Yearbook H.S. |
| .62 | Dramatics H.S. - per play
Forensics H.S.
Newspaper H.S. |

- Senior Class Sponsor
Student Council M.S.
- .44 Building Chairpersons
Assistant M.S. Chairpersons (6)
Media Specialist Asst. Dept. Chairpersons
Sp. Ed. Asst. Dept. Chairpersons
Junior Class Sponsor
Orchestra Director H.S. Musical
Vocal Director H.S. Musical
Concessions Manager (football, basketball
& invitationals)
- .37 Forensics H.S. - One Act Play
Summer Work (in 40 hour weeks)**
- .28 Assistant Debate H.S.
Safety Patrol Elementary
Student Council Elementary
Yearbook M.S.
- .25 Choreographer H.S. Musical
Dramatics M.S. (3 one act plays)***
Newspaper M.S.
Public Address System
Stage Supervision H.S.
- .19 Forensics M.S.
Literary Magazine H.S.
Sophomore Class Sponsor
Vocal Director H.S.
National Honor Society
- .12 Freshman Class Sponsor
Magazine Sales Chairperson
(one per middle school)

** 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: An experience factor of 1.02% will be granted to all teachers who have held a schedule B position for more than one year in the 1992-93 school year.

A second experience factor of 1.02% will be granted to all teachers who have held a schedule B position for more than two years in the 1992-94 school year.

Section 9: There is no tenure in any position on this schedule.

Section 10: 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 11: 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 12: 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 \$6.00 per hour during the term of this Agreement.

Section 13: 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.

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; 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 \$23,981.
1993-94 = \$24,940.

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

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

<u>POSITION</u>	<u>HEAD COACH INDEX</u>
<u>Men's Football - Head Coach</u>	<u>20.0%</u>
<u>Men's Cross Country - Head Coach</u>	<u>10.0%</u>
<u>Women's Basketball - Head Coach</u>	<u>17.0%</u>
<u>Men's Golf - Head Coach</u>	<u>10.0%</u>
<u>Women's Tennis - Head Coach</u>	<u>10.0%</u>
<u>Women's Cross Country - Head Coach</u>	<u>10.0%</u>
<u>Men's Basketball - Head Coach</u>	<u>20.0%</u>
<u>Men's Swimming - Head Coach</u>	<u>13.0%</u>
<u>Women's Swimming - Head Coach</u>	<u>13.0%</u>
<u>Men's Hockey - Head Coach</u>	<u>12.0%</u>
<u>Men's Wrestling - Head Coach</u>	<u>15.0%</u>

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
Soccer - J.V.

.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
Cheerleading 9th Grade

.38 for the following coaching position:

Football 9th Grade Assistant

.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 (Fall)
Men's 7th & 8th Grade Basketball (Winter)

.24 for the following coaching position:

Football 8th Grade Assistant

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) For the position of High School Athletic Director, Middle School Athletic Coordinator, and all varsity head coaching positions as listed under Section 4, the maximum allowable will be eight (8) steps (1.16 index) including not more than four (4) steps (1.08 index) for experience from outside Portage or from a lower level of coaching assignment.

(e) For the positions other than varsity head coaches as listed under Section 5, the maximum allowable will be six (6) steps (1.12 index) including not more than two (2) steps (1.04 index) for experience from outside Portage or from a lower level of coaching assignment.

(f) This experience index is not applicable to the positions of Cheerleading Sponsor, Intramural Sponsor, Ticket Manager, and Varsity Club.

Section 7: Experience Index Table

No experience	1.00
Step 1	1.02
Step 2	1.04
Step 3	1.06
Step 4	1.08
Step 5	1.10
Step 6	1.12
Step 7	1.14
Step 8	1.16

Section 8: 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 9: There is no tenure in any position in this Schedule.

Section 10: The establishment of and appointment to positions within this Schedule is an administrative responsibility.

Section 11: 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 12: 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 13: The listing of a position on Schedule C does not require the School to fill each position.

LETTER OF UNDERSTANDING REGARDING TRAVELING TEACHERS

During the recent negotiations, the School agreed to provide you with a statement as to how Article VII, Section 8, is to be interpreted throughout the term of this Agreement.

Section 8 indicates that special scheduling consideration shall be given to teachers who travel from building to building. It has been agreed by the parties that regular secondary and elementary classroom teachers who must travel from site to site will receive twenty (20) minutes per day compensation time. A teacher will be allowed such compensation time either at the start or the close of the school day. The school shall make the determination whether the teacher comes in late or leaves early.

A site is to be defined as:

- 1) N.M.S. and N.H.S.
- 2) C.H.S., C.M.S., Waylee & C.E.
- 3) Amberly, Woodland, Haverhill & W.M.S.
- 4) Lake Center
- 5) Angling Road

LETTER OF UNDERSTANDING

The purpose of this letter is to clarify for the Association, the operation of the School Effectiveness Teams (SET) within each school building.

The membership of the SET will be determined by each building principal. Every effort will be made to assure a cross section of representation from different grade levels and/or departments. Membership on a SET may rotate so that different staff members have the opportunity to participate on the committee.

The purpose of the SET is to provide input to the Building Principal from the teaching staff on general building operations.

The SET will also be involved in team building within each school and will be dedicated to a district wide school improvement program and the implementation of the principles of effective schools.

In the SET's school improvement efforts, the team will work within the guidelines of the district wide mission statement (attached) and the long range goals and objectives established by the Board of Education. The SET will assist the principal in establishing projects and time lines which are consistent with the goals of the Board of Education.

The SET may be involved in special training activities and they may share this information with other staff members. Meetings of the SET will typically be held after school. If special projects need to be accomplished, the SET may meet during the school day. Participation on the SET is voluntary and without compensation.

LETTER OF AGREEMENT - COURSE APPROVAL

The purpose of this letter is to clarify the agreement reached between the School and the PEA during recent discussions concerning Article XXI, Section 5. The School and PEA agree to waive the requirement that passing grades must be submitted by the next October 1, or February 1, following completion of the course. Prior to this agreement teachers who failed to meet the contract deadlines were denied salary adjustments for that and future years. Teachers may now submit passing grades at any time. They will receive salary adjustments based on this section for current and future contract years when grades are submitted. To receive salary adjustments for the fall semester, grades must be submitted by October 1. Grades must be submitted by February 1 for salary adjustments in the second semester.

The School and the PEA agree that any teacher who in the past has been denied salary adjustment by section 5, may now apply for salary adjustment. A teacher must submit the original course approval form, approved before the class took place, and the passing grades for the class. The parties also agree that salary adjustments will start at the beginning of the next semester and will not be retroactive.

All articles of the existing collective bargaining agreement on this matter are still in effect. This letter of agreement is an explanation of how late requests will be handled. Credit previously denied because of maximum payment language is not affected by this change.

TO: PEA
FROM: Deborah L. Berg
DATE: April 26, 1989
RE: Working Hours

This memo is a response to several questions asked by the PEA leadership in regards to the "Working Hours" section of the contract.

It is expected that members of the Association have a professional responsibility to devote whatever time is necessary to complete all duties and obligations commensurate with their positions, whether that be before, during or after the student day.

The Elimination of the language which specified the starting and ending times of a teacher's work day is a recognition, by the administration, of the professionalism of teachers. The new language provides teachers with some flexibility within their work schedules. The administration recognized the extra hours which most teachers contribute to the educational program. Therefore, we believe teachers should have some input into establishing the specific hour or minute they report to or leave work.

The intent of the new language is to allow teachers and principals to establish working hours within these parameters:

- * Teachers must report a minimum of 15 minutes prior to the start of the instructional day.
- * Teachers must be present until the dismissal of students and the boarding of buses. Every effort will be made to assure that buses arrive and depart in a timely matter.
- * Teachers shall attend parent/student functions as requested which are school-related and pertain to their department or grade level.
- * Teachers will attend all meetings which are scheduled with 24 hours notice.
- * Teachers will be present at work a continuous 7 hours and 45 minutes each day.

In practice, teachers and their principals will schedule work days within the school day. It is expected that individual teachers' schedules within a building will vary.

It is the expectation that teachers and their principals will establish regular schedules. However, based upon individual circumstances, the regular work schedules of teachers may be

adjusted by a principal.

Again the purpose of the new language is to recognize the professional nature of the teacher's job while still providing management capabilities to the principal within a building.

To further answer your questions:

- * Zero hour or 7th hour classes will only be assigned to teachers who voluntarily express a desire to teach these hours.
- * Evening classes are taught through the Community Education Consortium. PEA teachers will not be assigned to these classes.
- * Any future pre-school or latchkey programs are outside of the scope of the PEA/School District Agreement and, therefore, do not affect PEA members.

I would be pleased to respond to your questions. It is my expectation that this memo of understanding will replace the letter published with your contract.

TO: PEA
FROM: Deb Berg
RE: Mentor
DATE: July 1, 1989

The purpose of this memo is to explain the mentor system. The mentor system was initiated several years ago as a means to improve the orientation program for new teachers to system building, subject area, or grade level.

Experienced teachers are assigned (with their consent) to assist new teachers in learning building operations and procedures. Mentors may also introduce new teachers to building staff members and answer their general questions about curriculum, policies, parent involvement, or teaching techniques. Mentors are informal advisors and are not expected to take on the responsibilities of an administrator. The building principal still serves as the direct supervisor of the new teacher.

If a new teacher is inexperienced he/she may seek advice about discipline procedures, teaching methods, or other matters. The new teacher may ask to observe the experienced mentor in instructional presentations. All of the potential contact between a new teacher and mentor is informal. The degree to which it occurs is dependent upon the needs of the new teacher and the ability or desire of the mentor to share information.

TO: Jim Glenn
FROM: Deb O'Connor
RE: School Improvement/NCA/ OBE
DATE: July 15, 1992

This memo will summarize the lengthy discussions between the PEA and district bargaining teams in relation to school improvement, North Central Accreditation and outcome based education. Of basic concern to both sides is the relationship between these school wide efforts and the collective bargaining agreement. It is understood that the planning which will take place within these improvement efforts will not circumvent, modify or violate the master agreement between the PEA and the district. If, for any reason, a building team should develop a plan or goal which is inconsistent with the contract, that inconsistency would be a subject of bargaining between the two groups and could only be implemented if agreement was reached between the PEA and the district. Furthermore, all building action plans will be consistent with Board Policy, the District Mission Statement and the District Goals.

The plans will include a timeline, individuals responsible, and resources which must fall within the district's revenues.

A District level School Improvement Committee will be established to facilitate districtwide planning efforts and serve in a coordinating role for building based activities. The President of the PEA will be invited to serve on this committee along with a representative of each building level School Effectiveness Team. Other members of the District School Improvement Committee will include administrators, parents and representatives of the Board of Education and community at large.

School Improvement, North Central Accreditation and Outcome Based Education are major efforts within the district which require the commitment of all members of the staff. The committees have been operating for several years with excellent participation of the teaching staff. Participation on a building SET will be voluntary. However, all goal subcommittees for NCA or School Improvement must have the membership of the entire teaching staff. This total staff commitment is essential for the success of the efforts. The district recognizes the time commitment that many staff members are making to these projects. The next two years will be critical in the development and implementation of school improvement plans. Therefore, the district will make time available for meetings of an entire building staff by releasing students at 1:30 p.m. for a maximum of two days during each of the next two school years. This early release will be approved, by the appropriate director for projects which relate directly to school improvement, The NCA accreditation process or OBE. They will be scheduled at a time which will be most productive for staff members, as determined by their progress in school improvement. Sufficient lead time must also be arranged for the proper notification of parents.

School Improvement and the related issues represent a major restructuring step for the district. The next two school years are identified as being formative and essential for the long term success of the school district's efforts to implement these restructuring efforts. Therefore this agreement will be in effect for that period of time.

TO: Jim Glenn
FROM: Deb O'Connor
RE: Special Education
DATE: July 15, 1992

The following will summarize our discussion and present the district's responses to your questions related to the future of special education within the school district.

The district and the association reaffirm that handicapped students will have the same access to educational opportunity as the non handicapped, and when appropriate, the educational process for the handicapped should occur in a non segregated setting.

The district believes that participation in an IEPC by all members of the teaching staff who might have involvement with a particular student could result in a less than productive meeting. However, to improve this process, communication of all results must be shared with affected teachers. Therefore the district requires that the resource room teacher or the teacher consultant of the student, timely advise all the affected staff members of the scheduled IEPC and inform them of results. If a staff member feels it necessary to attend the IEPC, they may request an invitation from the principal. Such requests will be honored. Any information about special procedures for a particular student will be shared with all affected staff members by the resource room teacher or the teacher consultant.

The building principal, with input from staff, will make all decisions concerning the placement of a student in particular classes. Such decisions are made with the best interest of the student in mind. Classrooms for students will be properly equipped and supplied. The Director of Special Education or the Supervisor of Special Education will provide information to interested staff members on the legal rights of parents and students and the responsibility of teachers under the law. This information will be made available as requested. Because these laws, in their entirety, are lengthy, the Director will facilitate the information based upon individual requests.

Some special education students may have particular needs for physical assistance. Aides will be employed when students are in need of procedures such as: clean intermittent catheterization, suctioning, ileostomy, colostomy. Special education trained teachers may be required to perform physical assistance with appropriate training. The procedure for administering prescription drugs is outlined by a separate Board policy and does not include any action by a teacher. Health care aides are employed by the district under the requirements established by the IEPC. Procedures for back up of an absent aide are also established within the building in coordination with Special Education.

Meetings to discuss and plan the program for a handicapped student will be scheduled

within the requirements and limitations of the collective bargaining agreement. If this is not possible, substitute teachers will be hired to release the regular education teacher for meetings.

Lastly, the school district will insure that a continuum of services will be made available for every handicapped student. The district and the association agree that all decisions made for handicapped children will be in their best interest as determined by staff, and family during the IEPC.

PORTAGE PUBLIC SCHOOLS

TO: Elementary Administrators

FROM: Mary Jane Frederick, Director of Elementary/Middle School Education

RE: Student Disciplinary Procedures

DATE: August 12, 1992

In the spring, it was requested that efforts be initiated with each elementary school staff via the SET to discuss and address any concerns which existed regarding this topic.

During the summer, this topic was reviewed on a district level with PEA leaders and administrative representatives. Through that discussion, it was mutually agreed that a few steps taken in the fall would ensure the development and/or implementation of effective, yet flexible student disciplinary procedures which are consistent with Board Policy #5131:

1. Teachers should be reminded that room control is essential to effective classroom teaching. "In order to establish and maintain discipline, teachers are to communicate their standards to their students at the beginning of each grade...." Board Policy #5131.1.
2. Through a consensus process with the staff, disciplinary procedures within a building shall be established by November 1, 1992, and communicated to all staff. Understanding the school's responsibility to educate all children, the discipline policy will be applied equitably and consistently for all students within a building by staff and administration.

The purpose of this process is to clarify, in each building, the procedures for carrying out the Board Policy #5131.

The information I have referenced above is included in the 1992-93 Elementary or Middle School Handbooks for Parents and Students. I have attached excerpts for clarity.

It is important for us to bear in mind that we, as educators, are all on the same "team" regarding that issue of student discipline. Every student is entitled to the finest educational opportunities we can provide. Proper student conduct is essential for optimal teaching and learning to occur.

I hope these guidelines are of assistance to you in this process. Any questions this fall pertaining to this issue should be directed to the Director of Elementary and Middle School Education. I extend to you my very best wishes for a positive, productive 1992-93 school year.

dw
Attachments
c:D. O'Connor
J. Glenn

PORTAGE PUBLIC SCHOOLS

MISSION STATEMENT

The mission of the Portage Public Schools is to produce responsible, self-sufficient citizens who possess the intellectual and life skills, motivation, and self-esteem to continue individual growth, solve complex problems, respect cultural differences, and adapt to an ever-changing world. Our commitment is to provide clearly focused quality educational experiences that promote excellence and realize each individual's full learning potential. This will be accomplished through a safe, orderly learning environment, a visionary and innovative curriculum, a dedicated and knowledgeable staff, and an active and responsible partnership with parents and the community-at-large.

