

3737

6/30/98

MASTER AGREEMENT
PORTLAND BOARD OF EDUCATION
AND
PORTLAND EDUCATION ASSOCIATION

1 9 9 5 - 1 9 9 8

Portland Public Schools

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
ARTICLE I	Recognition		1
ARTICLE II	Board Rights		2
ARTICLE III	Teacher's Rights		
	Agency Shop	A	3
	MERC	B	3
	Teacher Reprimand	C	3
	Building Use	D	3
	Public Documents of Board Records	E	4
	Association Days	F	4
ARTICLE IV	Professional Compensation		
	Salaries	A	4
	Paydays During Vacation	B	4
	Pay Installments and Dates	C	4
	Lump Sum	D	4
	Pay for Additional Instructional Days	E	5
ARTICLE V	Financial Responsibilities and Payroll Deductions		
	Authorization for Membership Dues	A-E	5
	Other Payroll Deductions	F	6
ARTICLE VI	Teaching Hours		
	Staff Meetings	A	6
	Length of Day	B	6
	Extra Hours	C	7
	Lunch Period	D	7
	School Calendar	E	7
	Conference/Contract Time (Elementary & Secondary)	F	7
	Adult Education Obligation	G	8
	Work Outside of School Year	H	8
ARTICLE VII	Teaching Load & Assignments		
	Certification and Qualifications	A & B	8
	Subing Guidelines and Pay	C	9
	Notification of Teaching Assignment	D	9
	Additional Instructional Period	E	9
ARTICLE VIII	Teaching Conditions		
	Class Size - Elementary & Secondary	A & B	9
	Students With Special Needs	C & D	11
	Material Center Aides	E	11

	Equipment Guidelines	F	11
	Telephone Facilities and Use	G - K	12
	Delay/Cancellation of School	L	12
	Student Discipline	M	13
ARTICLE IX	Vacancies and Promotions		
	Posting of Vacancies	A - C	12
	Letter of Intent	D	12
	Refusal of Promotion & Promotions	E	14
	Denial of Position	F	14
ARTICLE X	Lay-Off Procedure		
	Probationary Teacher	A	14
	Seniority	B - E	14
	Lay-Off Procedures	F - I	15
	Recall Procedures	J	16
	Lay-off Notice	K	16
ARTICLE XI	Leaves of Absence		
	Paid Leaves		
	1. Sick Days	A	16
	a. Personal Illness or Disability		17
	b. Illness in Immediate Family		17
	c. Death of Relative or Friend		17
	e. Sick Day Incentive		17
	f. Coordination With Disability Ins.		17
	2. Personal Days	A	18
	3. Other Leaves With Pay		
	a. Jury Service		18
	b. Court Appearance		18
	c. Educational Conference		18
	d. Selective Service Examination		18
	e. Death of Immediate Family		18
	f. Leaves When There Is No School		18
	4. Medical Verification		18
	Unpaid Leaves & Extension of Leave	B	19
	Return From Unpaid Leaves	C	19
ARTICLE XII	Sabbatical Leave Policy	A - C	20
		D - F	21
ARTICLE XIII	Retirement Policy		
	General	A - C	21
	Retirement Incentive	D	21
	Terminal Pay	E - G	22

ARTICLE XIV	Evaluation Policy		22
ARTICLE XV	Protection of Teachers		
	Student Discipline	A	23
	Assault	B - C	23
	Loss of Time Injury at School	E	24
	Teacher Complaint	F	24
	Contents of Personnel File	G	24
ARTICLE XVI	Grievance Procedure		24
ARTICLE XVII	Insurance Protection/Cafeteria Plan		28
ARTICLE XVIII	Miscellaneous Provisions		
	Board Meeting Agendas	A	31
	Professional Behavior	B	31
	Special Conferences	I	32
	Travel Reimbursement	K	33
ARTICLE XIX	Negotiation Procedures		33
ARTICLE XX	School Improvement/Site Based Decision Making		34
ARTICLE XXI	Teaching Mentors		35
Appendix A	Salary Schedule 1992-95		36
Appendix B	Extracurricular Schedule 1992-95		39
	Duration of Agreement		42

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

THIS AGREEMENT entered into this 11th day of November, 1995 and between the Board of Education of the City of Portland, Michigan, hereinafter called the "Board", and the Portland Education Association, hereinafter called the "Association".

WITNESSETH:

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

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

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

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

ARTICLE I. RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section 11 of Act 336 of Public Acts of 1947, as amended by Act 379 of Public Acts of 1965, for all professional personnel on tenure or probation; including classroom teachers, guidance counselors, librarians, speech therapists, school psychologists, reading recovery program teachers and school nurses (provided such nurses meet or exceed the requirement of "standard school nurse" as provided in Section 623 of Act 269, of Public Acts of 1955); but excluding all other employees. The term "teacher" when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.

- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided the Association has been given opportunity to be present at such adjustment.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under the Michigan General School Laws.

ARTICLE II. BOARD RIGHTS

- A. The Board, on its own behalf and on the behalf of the electors of the school district, hereby retains and reserves unto itself without limitations all powers, rights, authorities, duties, and responsibilities; including those conferred upon and vested in it by the laws and Constitution of the State; including, but without limiting the generality of the foregoing the right:
 - 1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
 - 2. To hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment; or their dismissal, or their demotion, and to promote, and to transfer all such employees;
 - 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
 - 4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature; and
 - 5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees.
- B. The exercise of the foregoing powers, rights authority, duties, and responsibility by the Board, the adoption of

policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE III. TEACHERS RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection as a duly-elected body exercising governmental power under color of law of the State of Michigan. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 of the Public Acts of 1965; that it will not discriminate against any teacher with respect to hours, wages or any terms of conditions of employment by reason of the teacher's membership in the Association, participation in any lawful activities of the Association, or collective professional negotiations with the Board or institution of any grievance.
- B. The Board specifically recognizes the right of its employees to appropriately invoke the assistance of the Michigan Employment Relations Committee or a mediator from such public agency.
- C. No teacher shall be disciplined, reprimanded or discharged without good and sufficient reason, nor in an arbitrary or capricious way, following the practice of progressive discipline which may include, but is not limited to, oral reprimand, written reprimand, docking of pay (excessive tardiness only), suspension with pay, suspension without pay, demotion or discharge; based on the severity of the offense.
- D. The Association and its members, with three (3) days written request and upon approval from the building Principal, have the right to use the school building facilities at all

reasonable hours for meetings, except during regularly scheduled school class hours. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards in teachers' lounges shall be made available to the Association and its members.

- E. The Association shall have available all records of the Board which are considered public documents in accordance with the Freedom of Information Act. Such records shall be available in accordance with the procedures adopted by the Board.
- F. It is recognized that the National and State affiliates of the Association from time to time hold meetings, conferences and conventions. Therefore, at the beginning of every school year, the Association shall be credited with a total of six (6) days to be used by teachers who are officers or agents of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. Teacher per diem and substitute costs will be shared as follows:

	Teacher Per Diem	Substitute
Days 1 - 4	Board	Association
Days 5 & 6	Association	Board

ARTICLE IV. PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.
- B. If a payday falls during a vacation, the checks will be mailed three (3) days prior to the payday to be cashed not before the date of the check.
- C. A teacher shall receive his/her pay in twenty-six (26) equal installments, unless by September 15 the teacher notifies the central office, in writing, that he/she wishes to receive twenty-one (21) equal installments of pay. Dates of pay installments, whether taken in twenty-six (26) or twenty-one (21) installments, shall be designated on the agreed upon school calendar or calendars which are a part of the Master Agreement.
- D. Teachers shall have the option of receiving any remaining portion of their annual salary at the end of the school year,

provided that the teacher has notified the Central Office by April 1.

- E. In the event that State statute mandates more days than provided in Article VI (E) (4) of this Agreement, teachers' salaries will be prorated based on the teacher's current salary step and level by degree, as set forth in Schedule A of this Agreement.

ARTICLE V. FINANCIAL RESPONSIBILITIES AND PAYROLL DEDUCTIONS

- A. Each teacher shall, as a condition of employment, on or before thirty (30) days from the commencement of duties or the effective date of this contract, whichever is later shall:
 - 1. Join the Association, or
 - 2. Pay a nonmember's representation fee, established by the Union, which represents the teacher's pro rata share of the cost of contract negotiations and administration, grievance adjustment and employee representation, or
 - 3. Teachers whose religious convictions prohibit them from paying Association dues or a nonmember's representation fee, shall donate an amount equal to the combined NEA/MEA/PEA dues to the Portland Education Association Scholarship Fund.
- B. In the event that the teacher does not pay such service fee directly to the Association or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477: MSA 17.277(7) and at the request of the Association, deduct the service fee from the teacher's salary and remit same to the Association.
- C. Payroll deductions made pursuant to this Article shall be made in twenty (20) consecutive pay periods. Monies so deducted shall be remitted to the Association, or its designee, no later than ten (10) days following deduction.
- D. On or before the first day of school the Association shall inform the Board, in writing, the amount of NEA/MEA/PEA dues and the amount of the nonmember's representation fee.
- E. In the event of any legal action against the Board, because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel provided the Board gives full and complete cooperation

to the Association and its counsel. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgement of a court or administrative agency as a direct consequence of the Board's compliance with this Article.

The Board retains the right to hire, at its own expense, co counsel.

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

ARTICLE VI. TEACHING HOURS.

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

Teachers will attend all building meetings called by the Principal. If a meeting is to be longer than one (1) hour; the Principal will give the entire building staff three (3) days

notice. The Association also agrees that teachers shall spend, without pay, three (3) evenings per school year at events such as parent-teacher conferences, open house and extracurricular events. These shall be designated by the building Principal by the first day of October. In addition, the Association agrees to encourage professional development of its members through attendance and assistance at such events as meetings of the Parent-Teacher Organizations.

- B. The teacher's normal workday shall begin twenty (20) minutes before the first scheduled class period and shall end ten (10) minutes after the last scheduled class period. Teachers shall be in their classrooms ten (10) minutes before the class period is scheduled to begin. Teachers shall not be late for class, nor shall they leave class early unless there is an emergency or they are otherwise directed by the administration. It will be considered an integral part of a teacher's contractual obligation to assist the administration with student supervision and control. Teachers, with the assistance of administrators, will be expected to assume an

active supervisory role not only in their respective classrooms, but before and after school, hall monitoring and various other times during the school day, not reserved as duty-free time by this Agreement.

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

Any school calendar shall provide for:

- 1. A school year recognizing the professional responsibilities of teachers to students;
 - 2. A continuous and regularly scheduled inservice training sequence;
 - 3. Parent-teacher conferences at the convenience of the parent and teacher;
 - 4. Not more than one-hundred eighty-one (181) student days and one-hundred eighty-five (185) teacher days; and
 - 5. Established paydays as set forth in Article IV, Section C.
- F. Elementary teachers shall teach and/or be assigned at least twenty-five (25) hours and not more than twenty-six (26) hours and forty (40) minutes per week. Elementary teachers shall have at least three (3) hours and twenty (20) minutes of conference-classroom preparation time per week.

Secondary teachers shall teach and/or be assigned at least five (5) hours and not more than five (5) hours and twenty (20) minutes per day. Secondary teachers shall have at least forty (40) minutes of conference-classroom preparation time per day.

All teachers shall have a duty-free noon hour of no less than thirty (30) minutes. Elementary and special education

teachers will not assume the duties of recess.

- G. Teachers covered by this Agreement shall not be obligated to teach classes in the Adult Education Program.
- H. Bargaining unit members may, by mutual written agreement, work more than the contracted teacher days designated in this article. The member will be compensated at the teacher's regular rate of pay for such additional time or, by mutual consent in writing before the additional time is worked, receive an equal amount of time off with pay, to be used within one calendar year of such time worked.

ARTICLE VII. TEACHING LOADS AND ASSIGNMENTS.

- A. The Board shall view the word "qualified" as used in this Master Agreement, to include certification by the State of Michigan in that subject area and having:
 - 1. A major or minor in the subject area for which the teacher is being considered or;
 - 2. At the high school level, the educational background to meet the qualifications of the North Central Association for the subject area for which the teacher is being considered or;
 - 3. At grades 7-8 core subject areas (math, English, social science, and science), documented successful teaching experience in that subject area in the most recent 5 years or;
 - 4. At grades 7-8 have completed at least 12 semester hours, or its equivalent, needed for a minor in the subject area for which the teacher is being considered;
 - 5. Any teacher hired prior to September 1, 1982, shall be deemed "qualified" to teach in 7th and 8th grade subjects where prior teaching experience was attained, within this district.
- B. A teacher may be assigned outside his/her qualified areas only to complete a full-time position if:
 - 1. At least one-half (1/2) of the position is in a qualified area and;
 - 2. The teacher has completed at least 8 semester hours, or

its equivalent, needed for a minor in the subject area for which he/she is being considered or;

3. The teacher has skills and/or past teaching experience in a specialized area and there is no other qualified teacher available from the bargaining unit.

C. Conference time substituting shall be on a rotation basis; with the option of the substituting teacher being able to find a replacement, if desired.

Any teacher who substitutes shall be paid at the rate of:

1995-96	\$31.00
1996-97	32.00
1997-98	33.00

Payment will be made in the final pay period of each semester.

D. If there is a change of teaching assignment or extra-curricular assignment for a teacher, the teachers involved will be notified as soon as practicable. The building principal will meet with the affected teachers; at which time rationale for the change will be given. Every reasonable effort will be made to limit the change to mutually acceptable changes.

E. Any teacher accepting additional instruction period in place of the regularly assigned conference period shall be compensated at the rate of 1/5 of the teacher's regular salary. Such positions would be posted in accordance with Article IX (B).

ARTICLE VIII. TEACHING CONDITIONS.

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

B. Recognizing the importance of maintaining reasonable

pupil-educator ratios in quality education, the Board shall, when economically feasible comply with the following class size guidelines:

Special Education - 20
Pre K - 20
Kindergarten - 24
1st Grade - 27
2nd & 3rd Grade - 28
4th, 5th & 6th Grade - 31
7th, 8th, 9th, 10th, 11th & 12th - 172 student contacts per day, except band and physical education which are exempt.

1. Whenever a teacher's class size is greater than above and/or a teacher recognizes that the needs of the students are not being adequately met because of class size, that teacher may, in lieu of initiating an action under the grievance procedure, request relief following the procedure described below:
 - a. The teacher shall communicate with his/her Principal the relief sought and attempt to resolve the matter. If following this attempt, the problem is not resolved and it is recognized that additional assistance is necessary to meet the needs of the students, the teacher shall place his/her request in writing.
 - b. The Principal shall attempt to resolve the stated concerns within five (5) working days after receipt of written request.
2. In the event the proposed solution of the Principal is not satisfactory to the teacher, the teacher may request the Superintendent, in writing through the Principal, that a committee be established for a hearing. The Superintendent shall, within ten (10) working days convene a committee comprised of the following:
 - A. The requesting teacher.
 - B. The affected Principal.
 - C. A teacher designated by the Association.
 - D. A designee of the Superintendent.
 - E. A member of the Board of Education.
 - F. Two mutually acceptable persons.
3. The committee shall review the facts of the situation and recommend a solution, including status quo, to the Superintendent. Within five (5) working days following receipt of the committee recommendation, the

Superintendent shall implement the committee's decision.

4. Nothing hereunder shall prevent any teacher, upon agreement of the teacher and Principal, from accepting additional students.

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

The parties recognize the right of a teacher to file a complaint under Federal or State laws and regulations regarding special education issues. The Board and its agents agree not to take any adverse action (e.g. threats, discipline, discharge) for asserting that right or any other rights under this section.

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

- E. The Board agrees that each elementary building shall have a material center which shall be staffed at least five and one-half (5 1/2) hours per day, thirty (30) minutes of which shall be before the student day.

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

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

- G. Under no conditions shall a teacher be required to drive a school bus as part of the teacher's regular assignment.
- H. Where facilities are available the Board shall provide for the exclusive use of the staff:
 - 1. A lunchroom
 - 2. A rest room and lavatory
 - 3. A furnished faculty lounge
- I. In schools where continuous cafeteria service for teachers is not available, a vending machine for beverage shall be installed at the request of the Association, the profits to be used for the existing Teachers' Funds. The Association shall assume all responsibility for maintaining and operating said machines.
- J. Parking facilities shall be made available to teachers for their use. Staff members are encouraged to use these facilities.
- K. Telephone facilities shall be made available to teachers for their reasonable use, but limited to local calls unless the office is notified concerning the purpose of the long-distance calls. Long-distance calls for reasons other than school related business calls will be charged to the caller. Phones will be placed in the following places:
 - 1. Physical Education Offices at the high school.
 - 2. The Counselor's Office.
- L. Teachers will not be required to report to school when school is cancelled due to hazardous weather or interruption of service utilities. Teachers will be required to report, without additional compensation, on days which, by law, are rescheduled for students.

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

- E. Since a promotion would result in placing a teacher in a supervisory position, and hence excluded from the terms of the Contract, the Board reserves the right to promote on the basis of its own judgment of qualifications and also to hire new employees for any opening or vacancy. A teacher who refuses such promotion shall not suffer any adverse treatment as the result of refusing said promotion.
- F. If any teacher is denied a position in the Portland Public School system, the Board or its representative must inform the teacher of such action in writing which will include an offer to meet with the teacher to discuss the rationale for such action.

ARTICLE X. LAY-OFF PROCEDURE.

- A. All new bargaining unit members shall be considered as probationary employees as prescribed by the Michigan Tenure Act. Credit allowed for teaching experience outside the district, for the purpose of reducing the probationary period under the Tenure Act, shall not be considered toward seniority within this bargaining unit.
- B. Seniority shall be based on the length of continuous service within this bargaining unit, beginning with the first day of work of their most recent employment. For purposes of layoff and recall the President of the Association shall head the seniority list during the term of office.
- C. A teacher on an unpaid leave of absence or lay-off shall retain previously acquired seniority, but shall not accrue additional seniority. Such leaves or lay-offs shall not constitute an interruption of service.

A teacher who is transferred out of the bargaining unit, but remains within the district shall not accrue additional seniority and shall retain previously acquired seniority for a period of two years. Any teacher who was previously in this bargaining unit and prior to September 1, 1982 was transferred into another position within this district shall retain previously acquired seniority indefinitely.

- D. A teacher who leaves the system thru retirement, resignation, discharge or the loss of recall rights shall lose all seniority.
- E. If two or more teachers shall have the same seniority, a

drawing shall be conducted to determine their placement on the seniority list. The drawing shall be conducted by the Association and witnessed by a representative(s) of the Board and the affected teachers.

- F. The Board shall prepare a seniority list and transmit a copy of the same to the Association on or before September 15 of each year.
- G. The parties recognize that at times it may be economically necessary and educationally advisable for the Board to reduce the educational program, curriculum and staff. Should this occur the following procedure shall be followed:
 - 1. 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.
 - 2. The teacher in the affected area, with the least amount of seniority shall be laid off first, unless there is another complete assignment for which said teacher is qualified and which is held by a teacher who has less seniority.
 - 3. For purposes of lay-off any teacher who has gained tenure shall have seniority over any teacher on probation status, provided that the teacher is qualified for that complete assignment.
- H. In advance of any lay-off one (1) or more meetings shall be held between the administration and representatives of the Association to review any lay-off options.
- I. In the event of a vacancy or a new position, the teacher with the most seniority, who is qualified for that position, shall be recalled first.
 - 1. It shall be the duty of each teacher on lay-off to notify the Board of a current mailing address.
 - 2. Notice of recall shall be sent by certified mail, with return receipt, to the last known address with a copy to the Association President.
 - 3. Failure to respond to the recall within fifteen (15) calendar days of mailing shall permit the Board to move to the next most senior and qualified teacher.

J. The recall list shall be maintained by the Board for a period not to exceed two (2) years for probationary teachers. Consistent with Article IV, Section 5, of the Michigan Teacher's Tenure Act, a teacher on continuing tenure whose services are terminated because of a necessary reduction in personnel shall be entitled, for a period of five (5) years after the effective date of the teacher's lay-off, to be appointed to the first vacancy for which the teacher is certified and qualified.

(1) A tenure teacher on layoff may avail themselves of a layoff benefit which will extend their recall rights to a period of eight (8) years after the effective date of layoff, provided that during the five year period, as described above, they have successfully completed thirty (30) semester hours of education/instructionally oriented (excluding administration) training.

(2) Approval of classes and employer reimbursement shall be in accordance with the provisions of Section 4 of Schedule A (Course Approval Committee), however any teacher who accepts a teaching position in another district which provides at least Eighty (80%) percent of the annual salary earned in the last year in Portland, would not be eligible for tuition reimbursement during the period of employment with the other district.

K. The Board will provide Forty-five (45) calendar days advance notice of layoff or reduced assignment.

ARTICLE XI. LEAVES OF ABSENCE.

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

Leaves must be taken at the time they apply and the qualified reason for the leave must occur during the regular school year. Teachers shall be required to notify the designated Board representative in the event of any illness as soon as possible, but at least forty-five (45) minutes prior to the beginning of school on the day of absence, unless circumstances make such notification impossible or unreasonable. Such notification shall include the nature of the illness and, if known, anticipated duration. Notification as specified above may be waived by the teacher's Principal,

at the principal's discretion, upon receipt of a written statement concerning the reasons for failure to notify.

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

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

1. **Illness and Disability.** At the beginning of the school year each full-time teacher shall be credited with twelve (12) days of Leave. At the beginning of the year unused leave may be accumulated to a maximum of one hundred, eighty-five (185) days.
 - b. **Illness in the Immediate Family** - The teacher may take up to five (5) days per illness for members of the teacher's immediate family. A maximum of ten (10) days per year may be taken for this reason.
 - c. **Death of Relative or Friend** - The teacher may take up to one (1) day for the obligation of a funeral of a relative or friend not specified in Article XI, Section A, providing those obligations involve a time when school is in session. A maximum of two (2) days per year may be taken for this reason. If extensive travel is necessary or there are extenuating circumstances, the Superintendent shall have the authority to waive the limitations.
 - e. Teachers who are absent six (6) days or less as provided in Article XI A, Sections 1 and 2, may, at their option, be paid \$92.00 per day up to six (6) days of accumulation. (i.e. a teacher who had no absences would be paid six (6) times the \$92.00 daily rate). Such paid days will be deducted from accumulated sick leave.
 - f. A teacher eligible for benefits under the long term disability insurance may use sick leave to make up the difference between the employees normal full gross

pay and the insurance benefit. A number of days, or parts thereof, will be deducted from the teachers accumulated sick leave to equal the amount paid under this section.

2. Personal Use Days. Two (2) days per year of a teacher's accumulated sickdays may be used as personal leave. A teacher planning to use a personal day will give written notification to the Superintendent at least three (3) working days in advance of the requested day. The Superintendent will forward a copy of the request to the building principal. The Superintendent may waive the above guidelines if circumstances warrant it. Personal use days may not be used for Association business or extending a vacation.
3. Other Leaves with Pay. The following reasons shall be grounds for granting teachers leave without the loss of pay and not charged against accumulated Illness and Disability Leave or Personal Business Leave and shall be subject to the limitations stated:
 - a. Jury Service - Absence when a teacher is called for jury service. The school will be paid any jury fees.
 - b. Court Appearances - Court appearances as a witness in any case involving the school system and when such appearance is at the request of the Board or its attorney, or when a teacher is subpoenaed to testify in any case, except as a witness for the Association. The school shall be paid any witness fees.
 - c. Educational Conference - Visitations at other schools or for attendance at educational conferences or conventions, including Association meetings with the prior approval of the Principal and Superintendent.
 - d. Selective Service Examination - Time necessary to take the selective service physical examination.
 - e. Death of Immediate Family - Five (5) days for the death of a member of the teacher's immediate family as defined in Article XI, Section A.
 - f. Leaves will not be considered used on days when the teacher is absent and other teachers are not required to be in attendance.
4. The administration shall have the right at any time to

request medical verification of any and all alleged sickness, illness or disabilities lasting more than five (5) consecutive days. If it is determined by the Board that a teacher has misused any Illness or Disability Leave as provided in this Article, accumulated Illness and Disability leave up to a maximum of ten (10) days will be deducted.

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

1. A written request must be received by the Superintendent not less than ninety (90) calendar days prior to the requested commencement of the Leave. Waiver of this provision shall be at the sole discretion of the Superintendent.
2. All requests shall state the reason for the Leave, the benefit to the teacher and the school, the requested commencement date and the length of the Leave.
3. Leaves shall be for no more than one (1) calendar year.
4. Leaves may be extended, at the discretion of the Board, for no more than one (1) additional year. Requests for an extension of a school year leave must be filed with the Board no later than ninety (90) days prior to the end of the current school year; all other requests for an extension must be filed with the Board no later than ninety (90) days prior to the termination of the original leave.
5. If a teacher disagrees with the decision of the Superintendent, the teacher may file a written grievance commencing at Level III.
6. The Superintendent shall respond to requests under this section within a reasonable time.

C. Return from Leaves. Teachers returning from an Unpaid Leave under Section B of this Article, provided they would not otherwise be on lay-off, shall be returned immediately to their former teaching assignment, except as noted below:

1. If the return is within one (1) month of the end of the semester, the teacher may be assigned, until the end of

the semester, to another position for which qualifications and certification are met.

2. If the duration of the Leave was longer than one (1) calendar year, the teacher shall be rehired in the first available position for which qualifications and certification are met.
 3. A teacher shall retain accumulated seniority, but shall not accrue additional seniority while on Leave.
 4. Teachers shall advance one-half (1/2) step on the salary schedule, as provided in Schedule A of this Agreement, for each full semester taught.
 5. If there is a question as to the teacher's ability to adequately perform the duties to which the teacher is normally assigned, upon returning from a medical related Leave, the physician who has regularly treated the teacher shall make the final and binding determination.
- D. Physical Examination. The Superintendent of schools, with written concurrence from the President of the Association, may request a teacher to submit to a physical examination. Such examination shall be conducted by a licensed physician chosen by the teacher. A copy of the physician's report shall be sent to the teacher. The cost of such examination shall be borne by the Board.

ARTICLE XII. SABBATICAL LEAVE POLICY.

- A. Sabbatical Leave of Absence may be granted to teachers of the school district upon the recommendation of the Principal to the Superintendent and upon the recommendation of the Superintendent to the Board.

The professional competence of the teacher and the general welfare and the advantage accruing to the school district shall be the general factors of consideration for approval of request for Sabbatical Leave.

- B. The teacher must have completed seven (7) consecutive years of satisfactory service as a full-time employee with the district.
- C. One (1) teacher per year may be granted Sabbatical Leave for professional study.

- D. During said Sabbatical Leave, the teacher may receive one-half (1/2) the difference between the first step of the salary schedule and the salary schedule step the teacher would be on during said leave.
- E. Written application for Sabbatical Leave shall be submitted to the Office of the Superintendent of Schools prior to March 1.
- F. During the sabbatical year, the teacher shall remain on the salary schedule and participate in any other fringe benefits that may be provided by the Board.
- G. The Board shall, as a condition of granting approval to a teacher's request for a Sabbatical Leave, require the teacher to return to the Portland School System as a teacher for two (2) years.

ARTICLE XIII. RETIREMENT POLICY.

- A. Mandatory retirement age as set by current State and Federal laws shall be applicable to this unit.
- B. A teacher who shall reach the mandatory retirement age during a school year shall be allowed to complete that school year.
- C. Full-time employees means contracted professional personnel and all ten (10) and twelve (12) month employees employed by the Portland Board of Education for the duration of this Agreement.
- D. When a teacher leaves the system, and is entitled to benefits under the provisions of Section 15, Act 136, Public Acts of 1945 (public school retirement act) as amended; and is not subject to the provisions of Section 19 of the same Act, the teacher shall be entitled to:
 - 1. One-half (1/2) of the teacher's unused accumulated Illness and Disability Leave, up to a maximum of one hundred, twenty (120) days, computed on the teacher's salary at the time of retirement.
 - 2. The Portland Public Schools shall pay a retirement incentive, provided that such retirement shall result in an economic savings to the district and the retirement shall become effective between July 1, 1997 and June 30, 1998. The amount will be based on the difference between the teacher's 1997-98 Schedule A salary and the 1997-98 BA base salary.

The applicable amount will be paid in three equal installments over three years. Each installment will be paid on July 1 of each successive year beginning in the year of retirement.

The teacher will notify the Board of their intention to retire by September 1, 1997.

- E. When a teacher leaves the system and does not qualify for the benefits provided in Section D of this Article, and has completed at least ten (10) years of service in this system, the teacher shall be entitled to terminal pay as follows:
1. Ten to nineteen (10-19) years of service in this system equals one-third (1/3) of the teacher's unused accumulated Illness and Disability Leave, up to a maximum of one hundred, twenty (120) days.
 2. Twenty (20) or more years of service in this system equals one-half (1/2) of the teacher's unused accumulated Illness and Disability Leave, up to a maximum of one hundred, twenty (120) days.

Terminal pay shall be computed on an average of the teacher's five (5) highest years base pay.

- F. If a teacher should die while employed by the Portland Public Schools for a minimum of ten (10) years, that teacher shall receive applicable benefits outlined in Section E above. Those benefits shall be paid to the teacher's estate.
- G. All aforementioned benefits in this Article shall not be paid until after July 1 of the next fiscal year.

ARTICLE XIV. EVALUATION.

- A. Tenure teachers shall be evaluated a minimum of once every school year.
- B. Probationary teachers shall be evaluated a minimum of three (3) times a year.
- C. All teacher evaluations shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, electronic audio systems, or similar surveillance devices shall be prohibited.

- D. A pre-evaluation conference will be established to design goals and objectives to be considered in the evaluation.
- E. Evaluations shall be conducted by the administrator in any building to which the teacher is assigned or by any other person who is mutually agreed upon.
- F. Written evaluations will be prepared by the administrator and discussed with the teacher at a post observation conference which will be held no later than thirty (30) calendar days after the observation. At the teacher's option, a written response may be attached.
- G. In subsequent reports, failure to note a specific deficiency shall be interpreted to mean that adequate improvement has taken place at the time of that evaluation.
- H. A copy of the written evaluation and response, if any, will be placed in the employee's file and a copy will be given to the teacher. Teachers will be given five (5) days advance notice before any material from their files is disseminated, except when required by a court or arbitrator. Any dissemination of the evaluation information shall be in accordance with applicable law.
- I. Building administrators may be evaluated, using a form of their design, annually by their staff. Completed evaluations or a building summary must be returned to the administrator.

ARTICLE XV. PROTECTION OF TEACHERS.

- A. The Board will give reasonable support and assistance to teachers with respect to the maintenance of control and discipline, provided that the actions of the teacher are not in violation of the Student Discipline Code.
- B. Any case of assault upon a teacher which had its inception in a school-centered problem shall be promptly reported to the Board or its designated representative. If the assault was by pupil(s), the administration shall promptly investigate the matter and determine suitable treatment for the assaulting pupil(s). This decision shall be communicated to the teacher concerned. If the assault is by an adult who is not a pupil, the Board or its designated representative shall promptly report the incident to the proper law enforcement authorities.
- C. Where a teacher is sued in either case above, any teacher not otherwise covered by insurance, either through MEA or some

independent insurance carrier, may apply to the Board for legal assistance. If the Board shall determine that the teacher has acted within the scope of a teacher's authority, the Board may provide legal counsel to the teacher to give advice of rights in the given incident, it being expressly understood that this advice shall not include trial preparation.

- D. Teachers shall be expected to exercise reasonable care with respect to safety of pupils and property.
- E. Loss-of-time Injury at School. Any injury which arises out of, or occurs in the course of, employment of a teacher shall be promptly reported to the building Principal. The teacher shall be supplied with the appropriate forms in the event a workmen's compensation claim is to be filed.

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

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

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

ARTICLE XVI. GRIEVANCE PROCEDURE.

- A. A grievance shall be an alleged violation of the expressed terms of this Agreement. The following matters shall not be

the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services of, or failure to re-employ, any probationary teacher.
2. The termination of services of, or failure to re-employ, any teacher in a position on the extracurricular schedule.

If a tenure teacher is demoted or discharged in a matter covered by the Tenure Act, the teacher may elect to follow the procedures of either the grievance process or the Tenure Act, but not both. The teacher must be advised of rights under the Tenure Act.

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

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

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

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

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

Level Three. If the grievance is not resolved at Level Two, and the employee and the Association wish to pursue it further, it may move, at the option of the bargaining unit, directly to Level Four or invoke the Level Three Appeal Board proceedings.

Within ten (10) days of receipt of the Level Two answer, the grievant and the Association shall file notice with the Superintendent of Schools that they request an Appeals Board

hearing. Such hearing shall be scheduled within fifteen (15) days.

The Appeals Board shall consist of the grievant and two representatives of the Association and the immediate Supervisor, the Superintendent and one (1) other representative of the employer.

The Appeals Board shall meet and attempt to resolve the matter at its first meeting. If mutually agreeable, a second meeting may be held within ten (10) days of the first meeting.

Level Four. If the decision at Level Two or Level Three is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting, not less than ten (10) days prior to the next regularly scheduled Board meeting.

The Board shall allow the teacher or the Association representative, an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings thereon, may designate one or more of its members to hold future hearings thereon, or otherwise investigate the grievance; provided, however, that in no event except with express written consent of the Association, shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the building Principal for the building in which the grievance arose, the grievant, and the Secretary of the Association.

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

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

The fees and approved expenses of the Arbitrator will be paid equally by the parties, except that each party shall assume

its own costs of representation including any expense of witnesses. The Arbitrator shall be empowered to decide disputes about the interpretation or application of the clauses of this Agreement and about alleged violations of the Agreement. The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall the arbitrator substitute his/her discretion for that of the Board or the Association where such discretion has been retained by the Board or the Association; nor shall the Arbitrator have the power to establish or change any salary schedules; nor shall he/she have the power to interpret any State or Federal laws, nor shall he/she have the power to order any monetary adjustment where the action complained of has caused no wage loss. However, the Arbitrator shall be empowered to reverse or sustain an unjust disciplinary action.

- F. Should a teacher fail to institute or appeal a decision within the time limits specified or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of the grievant's employment) shall be barred.
- G. The Association shall have no right to initiate the grievance involving the right of a teacher or group of teachers without his/her or their express approval in writing thereon.
- H. The chairman of the Association grievance committee shall have released time for the investigation of grievances, provided that advance arrangements are made with the building principal. All other preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher, or a participating Association representative, is to be at his/her assigned duty station.
- I. Grievance settlements or arbitration awards will not be made retroactive beyond the date of the occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance was filed.

ARTICLE XVII. INSURANCE.

- A. Extending for the term of the contract the Board shall provide, without cost to the bargaining unit member, the Portland Public School MESSA-PAK Plan A (as discussed below) for a full twelve (12) month period for the bargaining unit member and entire family as defined by MESSA.

PLAN A:

Super Care 1
MESSA/Delta Dental Plan D 004
(60/60/60: \$1,000)
Negotiated Life \$30,000 AD&D
Vision VSP-3
Long Term Disability - 90 Day Modified Fill

In addition the Board will pay \$ 8.35 per month into the Section 125 Cafeteria Plan Medical Reimbursement or Dependent Care accounts as described in Section G.

- B. Bargaining unit members not electing Portland Public Schools MESSA-PAK Plan A will select Portland Public School MESSA-PAK Plan B1 (as discussed below).

PLAN B1:

MESSA/Delta Dental Plan
80/80/80: \$1,300
Vision VSP-3
Negotiated Life \$35,000 AD&D
Long Term Disability - 90 Day Modified Fill
The difference between \$210 per month (\$215.00 in the 1997-98 contract year) and the premium for Plan B1 will be paid in cash or contributed to the Section 125 Cafeteria plan described in Section G.

Bargaining unit members not electing Portland Public Schools MESSA-PAK Plan A and already having MESSA Vision 3 coverage or its equivalent, may elect MESSA-PAK Plan B2 (as discussed below).

PLAN B2:

MESSA/Delta Dental Plan
50/50/50: \$1,300
Negotiated Life \$35,000 AD&D
Long Term Disability - 90 Day Modified Fill
The difference between \$210 per month (\$215.00 in the 1997-98 contract year) and the premium for Plan B2 will be paid in cash or contributed to the Section 125 Cafeteria plan described in Section G.

- C. If any teacher or spouse covered under the insurance program shall attain the age of sixty-five (65), the teacher shall

make application for Medicare coverage under Parts A and B. The Board agrees to maintain the coordinated MESSA Super Care I program as long as the teacher is a part of this bargaining unit. The Medicare Part B premiums may be paid with Section 125 Cafeteria Plan cash as described in Section G.

- D. The Association agrees that the Board shall be held harmless in the event that MESSA, or its funding carrier, shall become insolvent or for any reason deny the payment of a claim.
- E. Any teacher may, at the teacher's own expense, apply for any MESSA or MEFSA non-taxable options or any tax-deferred annuities; and the Board agrees to deduct the appropriate premium through a salary reduction agreement and remit the same to the carrier.
- F. The Board agrees to furnish the contributions as provided in the above sections of this Article for the duration of this Agreement, subject to the following exceptions and provisions:

- 1. If a teacher terminates employment prior to completing his/her contract obligations, or is discharged, contributions to the plan shall cease on the date of termination.

If a teacher has completed contractual obligations, or dies, contributions shall continue until August 31 of the year of the teacher's termination.

- 2. If a teacher is on Leave Without Pay, the teacher may increase their own contributions to the plan.
- 3. When a teacher is hired prior to the opening of school, the teacher may join the plan and make contributions until October 1 of that year. If at that time the teacher has begun his/her contractual obligation for that year, the Board agrees to reimburse the teacher the amount the employer would have contributed for September.
- 4. The contributions provided in this Article shall be terminated during the course of any strike, work stoppage, boycott, or other withholding of services against the Board.
- 5. The Board shall be responsible for providing plan documents, including insurance information and applications concerning the insurance protection provided under this plan.

6. Teachers with less than a full-time teaching assignment shall be entitled to participate in the plan provided in this Article, however, the Board's contribution shall be on a pro-rata basis.

G. The Board shall adopt an "EMPLOYEE BENEFITS CAFETERIA PLAN" in compliance with Section 125 of the Internal Revenue Code. The operation of that plan shall be governed by a benefit and procedures document. This document and any amendments thereto shall be approved by the Board and the Association. Such plan shall become effective on February 1, 1996, until that times the provisions of Article XVII of the 1992-95 contract shall apply.

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

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

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

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

ARTICLE XVIII. MISCELLANEOUS PROVISIONS.

- A. The Association President and Building Representatives shall be provided with copies of Board meeting agendas, in advance of each meeting, and Board meeting minutes. The Association shall be notified in writing when a Special Board meeting has been called.
- B. The Association will use its best efforts to correct breaches of professional behavior by any teacher. The Board reserves to itself the right to also deal with all ethical problems or any conduct unbecoming a professional in the school system.

length of the conference. Matters taken up at the conference shall be confined to those included on the agenda. Conferences shall be held at a mutually agreeable time and shall not conflict with assigned responsibilities. The meeting may be attended by a representative of the Michigan Education Association or the Michigan Association of School Boards. A brief resume of the meeting shall be prepared and signed by representatives of the Board and the Association.

- J. The Board shall provide protective wearing apparel for those teachers teaching in specialized areas where the safety of the teacher or the protection of clothing warrants such items.
- K. Teachers who are required by assignment to use personal automobiles to travel between buildings will be reimbursed at the then current maximum business rate authorized by the Internal Revenue Service for mileage reimbursement without reporting. Reimbursement for said mileage, will be paid at the end of each semester.

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

ARTICLE XIX. NEGOTIATION PROCEDURES.

- A. This Agreement shall automatically be renewed for one (1) full year after its termination date unless either party notifies the other in writing, not more than one-hundred twenty (120) days nor less than ninety (90) days prior to its termination, that it wishes to cancel the entire Agreement and enter into negotiation on a new Agreement.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party and each party may select its representatives from within or outside the district. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board of Education and Portland Education Association; but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

- C. If the parties fail to reach agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Committee.
- D. It is expressly understood that in the event agreement is not reached on items renegotiated pursuant to this Article, the Board shall continue payment and obligations herein specified until final agreement is reached by the parties amending the terms of this Agreement.

ARTICLE XX - SCHOOL IMPROVEMENT/SITE BASED DECISION MAKING

- A. The conditions which follow shall govern the participation of the Board and the Association in any and all plans, programs or projects included in the terms, site based decision making, building based decision making, site based management, site based budgeting, participatory management, school improvement, effective schools, or other similar descriptions.
 - 1. No section or term(s) of the SIP/SBDM plan shall be in conflict with or interpreted to supersede the terms of the collective bargaining agreement between the parties.
 - 2. The collective bargaining agreement shall not be modified either formally or informally in connection with the implementation of activities cited above except as mutually agreed in writing by the Board and the Association. Any waiver shall be subject to the ratification procedures of the parties and distributed to all bargaining unit members. Dispute over the interpretation or application of a waiver is subject to the established grievance procedure.
- B. Any participation in SIP/SBDM whether in full or in part, shall be voluntary. The participation or lack of participation of an individual bargaining unit member shall not be considered to have merit in the Board's decision regarding the evaluation, assignment, (including extra duty, conference attendance, etc.) promotion, discipline or discharge of any bargaining unit member or any other condition of employment including the placement of any information in any bargaining unit member's personnel file. Further, any bargaining unit member will not be affected by such activities in any manner that is contrary to established practice(s) or any term or provision of the Master Agreement except as mutually agreed in writing by the Board and the Association.
- C. If SIP/SBDM meetings or activities are scheduled during an employee's regular work day, the employee shall be released

from duties without loss of time or pay to attend the meetings.

ARTICLE XXI. TEACHING MENTORS

- A. The Board and Association recognize that Public Act 335 of 1993 provided that for the first three (3) years of employment in classroom teaching a teacher shall be assigned a master teacher who shall act as a mentor to the teacher. The parties shall be bound by the mandates of this act or its amendments.
- B. The Board and Association agree to the following implementation of the mandates set forth above:
1. The administrator of the school in which the beginning teacher is teaching shall be responsible for assigning a mentor to the teacher.
 2. The role of serving as a mentor for beginning teachers shall first be offered to a member of the Association.
 3. The role of serving as a mentor for beginning teachers shall be voluntary on the part of the teachers.
 4. The mentor's role is to offer advise, information and assistance in a collegial fashion to the beginning teacher.
 5. Mentors may be offered training upon approval of their building principal.
 6. A beginning teacher may have multiple mentors.
 7. Beginning teachers should be matched with mentors by location, and with similar experience in teaching of subject area(s) and grade level(s) as the beginning teacher's assignment.
 8. A mutual conference or planning period will be scheduled, when practical, between the mentor and beginning teacher.
 9. Release time for peer coaching by the mentor may be arranged upon approval of the building principal.
 10. A mentor has no supervisory role nor provides any input in the evaluation of the beginning teacher.
 11. Fulfilling the role of a mentor will have no bearing on

the evaluation of the teacher.

12. Neither the mentor or beginning teacher shall be required to participate in any internal, district disciplinary process involving the other party.
13. The mentor relationship may be terminated at any time, by either or both parties, provided that the building principal is informed of such action.

SCHEDULE A. SALARY SCHEDULE

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

1. Teachers shall be entitled to longevity pay based upon their years of service in Portland Public Schools. The following rates shall apply to the top step of their applicable degree schedule:

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

* Requires an MA+18 hours to apply.

2. In addition to the applicable Schedule A step, teachers with credits and degrees higher than a Masters shall receive the following annual stipen:

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

3. The Board shall pay the teachers retirement contribution in accordance with Public Act 244, Public Acts of 1974.
4. The Board shall pay tuition for six (6) semester hours, beyond those needed for certification, provided the classes are completed during the contract year; are education/instructionally oriented (excluding administrative classes) and furthermore, that such classes have had prior approval by a committee composed of the following:

- a. Three (3) teachers appointed by the Association.
 - b. Two (2) administrators appointed by the Association.
 - c. One (1) Board member appointed by the Board President. This committee shall meet as soon as possible to formulate its schedule and its rules of operating. A quorum shall consist of two (2) teachers and two (2) of the other individuals.
5. Nurse classification shall receive sixty (60%) percent of the application B.A. step.
 6. Any teacher on Step 1 or 2 of the B.A. Schedule who is required by state law to have a Masters Degree for his/her current position shall receive a stipend of two thousand (\$2,000) dollars per year.

TEACHER SALARY SCHEDULES

1995-96

STEP	BA INDEX	BA SALARY	BA+18 INDEX	BA+18 SALARY	MA INDEX	MA SALARY	MA+18 SALARY
1	1.00	25,533.38					
2	1.05	26,810.05					
3	1.10	28,086.72	1.13	28,852.72	1.19	30,384.73	30,884.73
4	1.15	29,363.39	1.18	30,129.39	1.24	31,661.40	32,161.40
5	1.20	30,640.06	1.23	31,406.06	1.29	32,938.07	33,438.07
6	1.25	31,916.73	1.28	32,682.73	1.34	34,214.74	34,714.74
7	1.30	33,193.40	1.33	33,959.40	1.39	35,491.40	35,991.40
8			1.39	35,491.40	1.45	37,023.41	37,523.41
9			1.45	37,023.41	1.51	38,555.41	39,055.41
10			1.51	38,555.41	1.57	40,087.41	40,587.41
11	1.42	36,257.41	1.65	42,130.08	1.66	42,385.42	42,885.42
12					1.77	45,194.09	45,694.09
15 Yrs w/long	3%			43,393.99		46,549.91	47,049.91
20 Yrs w/long	6%			44,657.89		47,905.74	48,405.74
25 Yrs w/long	9%			45,921.79		49,261.56	49,761.56
30 Yrs w/long	12%			47,185.69		50,617.38	51,117.38
35 Yrs w/long	15%						52,473.20

1996-97

STEP	BA INDEX	BA SALARY	BA+18 INDEX	BA+18 SALARY	MA INDEX	MA SALARY	MA+18 SALARY
1	1.00	26,171.72					
2	1.05	27,480.31					
3	1.10	28,788.89	1.13	29,574.04	1.19	31,144.35	31,644.35
4	1.15	30,097.48	1.18	30,882.63	1.24	32,452.93	32,952.93
5	1.20	31,406.06	1.23	32,191.21	1.29	33,761.52	34,261.52
6	1.25	32,714.65	1.28	33,499.80	1.34	35,070.10	35,570.10
7	1.30	34,023.23	1.33	34,808.39	1.39	36,378.69	36,878.69
8			1.39	36,378.69	1.45	37,948.99	38,448.99
9			1.45	37,948.99	1.51	39,519.30	40,019.30
10			1.51	39,519.30	1.57	41,089.60	41,589.60
11	1.42	37,163.84	1.65	43,183.34	1.66	43,445.05	43,945.05
12					1.77	46,323.94	46,823.94
15 Yrs w/long	3%			44,478.84		47,713.66	48,213.66
20 Yrs w/long	6%			45,774.34		49,103.38	49,603.38
25 Yrs w/long	9%			47,069.84		50,493.10	50,993.10
30 Yrs w/long	12%			48,365.34		51,882.82	52,382.82
35 Yrs w/long	15%						53,772.53

1997-98

STEP	BA INDEX	BA SALARY	BA+18 INDEX	BA+18 SALARY	MA INDEX	MA SALARY	MA+18 SALARY
1	1.00	26,760.58					
2	1.05	28,098.61					
3	1.10	29,436.64	1.13	30,239.46	1.19	31,845.09	32,345.09
4	1.15	30,774.67	1.18	31,577.49	1.24	33,183.12	33,683.12
5	1.20	32,112.70	1.23	32,915.52	1.29	34,521.15	35,021.15
6	1.25	33,450.73	1.28	34,253.55	1.34	35,859.18	36,359.18
7	1.30	34,788.76	1.33	35,591.58	1.39	37,197.21	37,697.21
8			1.39	37,197.21	1.45	38,802.85	39,302.85
9			1.45	38,802.85	1.51	40,408.48	40,908.48
10			1.51	40,408.48	1.57	42,014.12	42,514.12
11	1.42	38,000.03	1.65	44,154.96	1.66	44,422.57	44,922.57
12					1.77	47,366.23	47,866.23
15 Yrs w/long	3%			45,479.61		48,787.22	49,287.22
20 Yrs w/long	6%			46,804.26		50,208.21	50,708.21
25 Yrs w/long	9%			48,128.91		51,629.19	52,129.19
30 Yrs w/long	12%			49,453.56		53,050.18	53,550.18
35 Yrs w/long	15%						54,971.16

SCHEDULE B - EXTRACURRICULAR ACTIVITIES SCHEDULE

- A. All extracurricular activities shall be offered at the discretion of the Board.
- B. The district will pay the registraton fees for one clinic or conference per yearfor any coach. The conference will be selected through mutual agreement between the Extracurricular Coordinator and the coach.
- C. Selection of individuals to fill extra-duty assignments shall be the responsibility of the Board, subject to the following provisions:
 - 1. Qualifications of applicants for athletic activities shall be determined by the Extracurricular Activities Coordinator and Principal, and in the case of non-athletic activities, by the Principal. Said qualifications shall be posted.
 - 2. An announcement of known Schedule B position vacancies will be posted ten (10) working days prior to the end of the school year.
 - 3. If two or more individuals shall meet the qualifications, preference shall be given to a staff member.
 - 4. If two or more staff members shall meet the qualifications, preference shall be given to a member of the staff in the school in which the activity is to be conducted.
 - 5. The rate of compensation shall be the applicable percentage from the following pages, applied to the appropriate base listed below. Step level shall be determined by the number of actual years of experience in that activity in this system. Previous coaching experiance may be considered for head coaching positions.

STEP

1	23,461.40
2	25,611.84
3	27,766.00
4	30,994.14
5	34,007.74
6	37,068.45

Cross Country, Boys	6%	***
Cross Country, Girls	6%	***
Cross Country Asst. (25 or more per team)	4%	
Cross Country, M.S.	4%	
Football, Freshman Ass't.	7%	
Football, Freshman Head Coach	7%	
Football, J.V. Ass't.	7%	
Football, J.V. Head Coach	8%	
Football, Varsity Head Coach	11%	
Football, Varsity Ass't.	8%	
Golf	6%	***
Softball, J.V. Head Coach	5%	
Softball, Varsity	8%	
Tennis, Girls	6%	***
Tennis, Boys	6%	***
Tennis, Ass't. (20 or more per season)	4%	
Track, M.S. Ass't. (25 or over)	4%	
Track, M.S. Ass't. (50 or over)	4%	
Track, M.S. Head Coach	6%	
Track, Boys Varsity	8%	
Track, Girls	8%	
Track, Boys & Girls Ass't. (25 or more)	5%	
Volleyball, 7th	5%	
Volleyball, 8th	5%	
Volleyball, Ass't. (25 or more per level)	4%	
Volleyball, Freshman	6%	
Volleyball, J.V.	6%	
Volleyball, Varsity	8%	
Wrestling, M.S.	5%	
Wrestling, H.S.	11%	
Wrestling, H.S. Ass't. (20 or more)	6%	
Wrestling, M.S. Ass't. (30 or more)	4%	
Intramurals	\$ 7.00/hr.	**
Administratively Assigned Time:		
1st Year in Activity	\$ 7.25/hr.	**
2nd Year in Activity	7.75/hr.	**
3rd Year in Activity	8.25/hr.	**

* Includes at least Fall marching season, state competitions,

LETTER OF AGREEMENT

WHEREAS the Portland Board of Education and Portland Education Association through their bargaining representatives reached agreement on several issues which were temporary in duration the parties decided to memorialize these agreements in this letter which will expire on June 30, 1998.

CONTINUING EDUCATION UNITS:

It is agreed that the Course Approval Committee, established in Schedule A of the Portland Public Schools/Portland Education Association contract, shall investigate a method to convert State Board Continuing Education Units (SBCEU's) into college credit equivalents, to be applied to Schedule A placement.

This committee shall report its recommendations to the Board and Association. Upon adoption of the report, by the parties, the current contract shall be amended to reflect the change.

Simultaneously, the Board will take the steps necessary to implement State Board CEU's for approved workshops and in service programs sponsored by the District.

RECALL RIGHTS:

With regard to Article 10 (J) it is agreed that any teacher who was laid off prior to May 31, 1992 will have until May 31, 1997 to completed the thirty hours of training and that all tuition expenses in obtaining those hours will be paid by the employer.

This Letter of Agreement has been ratified by the respective parties and is signed this 11th day of November, 1995.

PORTLAND EDUCATION ASSOCIATION

By *Linda Hayes*
President

By *Kathleen Scinta*
Secretary

PORTLAND BOARD OF EDUCATION

By *Wes Hazy*
President

By *Maura Wallace*
Secretary