PORTLAND PUBLIC SCHOOLS

MASTER AGREEMENT

between the

BOARD OF EDUCATION

and the

PORTLAND EDUCATION ASSOCIATION

2026-2028

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PROFESSIONAL AGREEMENT BETWEEN

THE PORTLAND BOARD OF EDUCATION

AND

THE PORTLAND EDUCATION ASSOCIATION

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

WITNESSETH:

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

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

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

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

ARTICLE I. RECOGNITION.

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

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

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided the Association has been given opportunity to be present at such adjustment.

C. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under national and state law.

D. Within five (5) business days of the Board taking action to hire a new teacher, the Central Office will notify the Association President.

ARTICLE II. BOARD RIGHTS.

A. The Board, on its own behalf and on the behalf of the electors of the school district, hereby retains and reserves unto itself without limitations all powers, rights, authorities, duties, and responsibilities; including those conferred upon and vested in it by the laws and constitution of the state; including, but without limiting the generality of the foregoing the right:

   A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;

   2. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

   3. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature; and

   4. To determine class schedules, the hours of instruction, and the duties and responsibilities.

B. The exercise of the foregoing powers, rights authority, duties, and responsibility by the Board, the adoption of policies, rules, Regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms thereof are in conformance with the constitution and laws of the State of Michigan and of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE III. TEACHERS RIGHTS.

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection as a duly-elected body exercising governmental power under color of law of the State of Michigan. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 of the Public Acts of 1965; that it will not discriminate against any teacher with respect to hours, wages or any terms of conditions of employment by reason of the teacher's membership in the Association, participation in any lawful activities of the Association, or collective professional negotiations with the Board or institution of any grievance.

B. The Association and its members, with three (3) days written request and upon approval from the building principal, have the right to use the school building facilities at all reasonable hours for meetings, except during regularly scheduled school class hours.

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

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

C. The Association shall have available all records of the Board which are considered public documents in accordance with the Freedom of Information Act. Such records shall be available in accordance with the procedures adopted by the Board.

D. It is recognized that the national and state affiliates of the Association from time to time hold meetings, conferences and conventions. Therefore, at the beginning of the contract, the Association shall be credited with a total of twenty-two (22) days to be used anytime during the length of the contract by teachers who are officers or agents of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. The district agrees to pay substitute teachers for these absences and such absences will be considered Union Business and not be deducted from the teachers' sick or personal leave.

ARTICLE IV. PROFESSIONAL COMPENSATION.

A. The salaries of teachers are set forth in Schedule A.

B. If a payday falls during a vacation, the checks will be mailed three (3) days prior to the payday to be cashed not before the date of the check.

C. A teacher shall receive his/her pay in either twenty-six (26) or twenty-seven (27) 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), twenty-seven (27), or twenty-one (21) installments, shall be designated on the agreed upon school calendar or calendars which are a part of the Master Agreement.

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

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

The District shall not increase the number of student instructional days or hours, or days or hours of professional development unless required by law. Teachers will work 185.5 days which includes the minimum requirement of 180 student days. The calendar will include at least 30 hours and no more than 36 hours of professional development. In the event that a demonstrated need requires professional development beyond the District's current capacity, the District and Association may mutually examine the possibility of increased professional development beyond the 36 hour cap through the use of student offset days. The District and Association have identified a demonstrated need for increased professional development hours for the 2026-2027 Academic Year. Any increase in professional development hours established through this Agreement shall apply only to the 2026-2027 Academic Year unless otherwise mutually agreed upon by the parties. Student days may be reduced by using professional development days and hours in accordance with MCL 388.1701. If days or hours are increased from 180 student days and 185.5 teacher days then wage considerations will be negotiated. This does not include additional days added due to school closings, beyond those forgiven by the State, or failure to meet the 75% attendance requirement.

ARTICLE V. TEACHING HOURS.

A. For purposes of this Agreement, an Academic Year is defined as all contractual teacher work days and assigned professional responsibilities established within the District calendar. A School Year is defined as the fiscal year beginning July 1 and ending June 30.

For the purposes of this Agreement, "Personalized Professional Development (Personalized PD)" shall mean professional development activities completed asynchronously. Personalized PD activities must be pre-approved by the District.

For the purposes of this Agreement, "Flexible Work Time" shall mean teacher-directed professional work performed outside of the defined Academic Year that may be credited toward the teacher's contractual obligation of one hundred eighty-five and one-half (185.5) teacher contractual days during the Academic Year.

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

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

The Association also agrees that teachers shall spend, without additional pay, three (3) evenings per school year at events such as parent-teacher conferences, curriculum nights, open house, parent/student nights, graduation and extracurricular events. These shall be designated by the building principal by the first day of October. If extenuating circumstances cause a change to the schedule of evening activities the building principal will notify staff at least one week in advance. Any evening activity occurring outside of the academic year will be voluntary and count towards the evening activities requirement if approved by the building principal.

Each academic ~~school~~ year, the District shall establish a list of Evening Events, organized by building. The building principal shall provide the list of Evening Events to staff no later than October 1 of each academic ~~school~~ year. Each building shall include more than three (3) available Evening Event options within the district-wide list. Teachers may indicate preferred Evening Events; however, attendance at Evening Events outside their assigned building shall be subject to approval by the building principal.

For the purposes of this section, an Evening Event shall be defined as a school-related activity generally three (3) hours in length, which may include reasonable time for setup and teardown. High School Commencement Ceremony shall be considered an Evening Event regardless of duration.

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.

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

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.

D. 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.

E. By November 15 of each year the Association and the Board shall each appoint a committee to meet and negotiate a calendar for the succeeding academic 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. An academic year recognizing the professional responsibilities of teachers to students;

2. A continuous and regularly scheduled in-service training sequence;

    a. Soft Start Days and Welcome Back activities shall not count toward District Professional Development (DPPD) time. The District shall have discretion to adjust the amount of District Professional Development time scheduled prior to the first student day in order to provide meeting time, provided the total annual District Professional Development time does not fall below thirty (30) hours.

    b. District Professional Development (DPPD) time may be converted to Personalized Professional Development (Personalized PD) based upon the professional development needs of the building or District.

3. Parent teacher conferences. A building committee, designated by the building principal, will determine the format for parent teacher conferences by October 1st for the fall and March 1st for the spring. Time commitment for each teacher shall not exceed 6 hours in the fall and 6 hours in the spring or 12 hours combined. If conferences are scheduled in the evening and the corresponding release time will be granted within the calendar. If the corresponding release time is not granted then it will count as an evening as described in Article V.B.

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

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

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

Full time teachers shall have at least three (3) hours and twenty (20) minutes of conference-classroom preparation time per full week. Part time teachers minimum planning

time will be prorated based on the percentage of time employed by the district. Secondary teachers shall have at least one class period of no less than forty (40) minutes of conference-classroom preparation time per day. Partial work weeks and less than full days of instruction constitute exceptions to the minimum conference-classroom preparation time. If more than the minimum contractual planning time is provided, the District may direct the use of additional planning time toward curricular, instructional, school improvement, or other District focused activities.

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

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. Such time will follow the provisions of a prearranged absence as defined in Article XII. All additional day requests and corresponding approval will occur prior to the date worked. The employee is responsible for keeping documentation of work completed during these days.

School counselors and other employees covered by this agreement that are not assigned as a classroom teacher may, by nature of their position, need to work outside of the contractual calendar each school year. Building principals and the Elementary/Secondary Education Directors may approve up to 10 additional days each school year. Any days beyond 10 require Superintendent approval.

I. When the district requests professional development outside of the contractual academic year, it will be voluntary. When teachers volunteer outside the contractual school calendar they will be paid $21 per hour for conferences and $25 per hour for curriculum work. If such training is required by the administration, then the district will also provide a similar opportunity during the contractual academic year. If release time is offered and declined during the academic year, the stipend payment will be the current substitute daily rate.

ARTICLE VI. TEACHING LOADS

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

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

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

Conference time substitution shall be documented using the District's established process for recording internal substitution assignments. Teachers shall be responsible for completing and submitting the required documentation in accordance with that process. The District shall maintain the official record of conference-time substitution and accrued compensatory time.

When a teacher substitutes during their conference time, compensation shall be banked as Compensatory ("Comp") Time rather than paid immediately. Comp Time accrued under this provision shall be maintained separately and shall be exclusive of any other accrued paid time off (PTO) or leave balances.

Accumulated Comp Time may only be used as a pre-arranged absence and must be taken in full-day increments. Usage of Comp Time shall follow all existing rules and procedures for using pre-arranged absences outlined in Article XII.

Comp Time for teachers providing internal substitution during their designated conference time shall be calculated in twenty (20) minute intervals as follows:

- 1–20 minutes: one-third (⅓) hour of comp time
- 21–40 minutes: two-thirds (⅔) hour of comp time
- 41–60 minutes: one hour of comp time

Any accrued Comp Time that remains unused at the conclusion of the academic ~~school~~ year shall be paid out to the employee at the indexed internal substitution rate defined in this section. In the event of a discharge or separation from the District, all accrued and unused Comp Time shall be paid out to the employee at the time of discharge.

The internal substitution rate ("indexed rate") shall be calculated at 2.5 times the daily substitute rate for that school year.

In no event shall the rate of pay for internal substitution fall below $300 per day.

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

Intervention Teachers shall not be pulled from their regular assignments to provide internal substitution coverage except in the event of a documented emergency.

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

ARTICLE VII. TEACHING CONDITIONS.

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

B. The following are class size guidelines:

Special Education ----------	In accordance with the ISD Special Education Plan

DK - 20
Kindergarten – 24
1st Grade – 27
2nd & 3rd Grade – 28
4th, 5th Grade – 30
6th – 12th Grade – 31 per class period average

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

1. Whenever a teacher's class size is greater than above and/or a teacher recognizes that the needs of the students are not being adequately met because of class size, that teacher may request relief exclusively through the following procedure:

   a. The teacher shall communicate with his/her principal the relief sought and attempt to resolve the matter. If following this attempt, the problem is not resolved and it is recognized that additional assistance is necessary to meet the needs of the students, the teacher shall place his/her request in writing.

   b. The principal shall attempt to resolve the stated concerns within five (5) working days after receipt of written request.

2. In the event the proposed solution of the principal is not satisfactory to the teacher, the teacher may request in writing to meet with the Superintendent, Association Representation and Principal.

3. The Superintendent will conduct a meeting within five (5) working days of the request. The Superintendent shall review the facts of the situation and recommend a solution, including status quo, within five (5) working days of the meeting.

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

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

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

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

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

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

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

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

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

I. A telephone and computer with internet access shall be made available to teachers in each classroom. Printer and copy machines shall be made available to teachers for school use.

J. 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.

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

ARTICLE VIII. PROMOTIONS AND RESIGNATIONS.

A. The Board shall furnish each teacher with an Intent to Return letter on or before February 15 of each year. Said letter shall be signed and returned by the teacher no later than February 28, indicating the teacher's intent to return, retire, terminate employment, and/or request a voluntary transfer for the ensuing academic ~~school~~ year.

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

ARTICLE IX. SENIORITY.

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

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

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

2. A teacher who leaves the system through retirement, resignation, discharge or the loss of recall rights shall lose all seniority.

3. The Association shall be responsible for establishing a process to determine seniority schedule placement when multiple teachers have the same date of hire. It is agreed that the following procedure shall remain in effect during the term of this agreement. The Association shall hold the Board harmless in any dispute arising from this process to determine seniority schedule placement.

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

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

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

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

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

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

ARTICLE X – VACANCIES & TRANSFERS

A. Definitions

Vacancy: A "Vacancy" is any bargaining unit position that is presently unfilled (including newly created positions) that the District intends to fill for the remainder of the academic ~~school~~ year and beyond on a regular/ongoing basis.

Temporary Vacancy: A "Temporary Vacancy" is a bargaining unit position that becomes open after the start of the academic ~~school~~ year and is intended to be filled only through the remainder of the current academic ~~school~~ year (e.g., leave replacement, mid-year staffing change).

Certification/Endorsement: "Certified" means possession of the Michigan certificate/authorization/endorsement legally required for the assignment or the ability to obtain/activate the credential by the start date.

Qualified: "Qualified" means the applicant meets the minimum stated requirements in the posting and is demonstrably able to perform the essential duties, as determined under Section D, using the same criteria for all applicants to that vacancy.

Consideration: "Consideration" means the applicant is granted an interview and evaluated using the same qualification criteria applied to all candidates under Section D.

School Day / Work Day: For purposes of posting and response timelines, "days" means work days (Mon–Fri when the District is open for business), unless expressly stated as "calendar days."

B. Posting Requirements

Vacancies and Temporary Vacancies shall be posted for not less than seven (7) calendar days.

Notice of all postings shall be sent via District email to all bargaining unit members and shall be continuously available on the District's internal posting site.

C. Applications and Interviews

Unit members may apply during the posting period in the manner specified in the posting.

Certified internal applicants shall receive consideration for posted Vacancies and Temporary Vacancies, unless the applicant withdraws or is unavailable after reasonable scheduling efforts. The District shall not permanently fill a posted Vacancy prior to the close of the posting period, except by mutual written agreement with the Association.

D. Selection and Qualification Criteria (Vacancies, Transfers, Reduction/Recall)

For purposes of this Article and other Articles governing vacancies, transfers, reduction, and recall, in determining whether an employee is deemed qualified for a position, the District shall evaluate applicants using a minimum of three (3) of the following criteria and apply the same selected criteria to all applicants under consideration for the same decision.

1. The teacher's length of service in a grade level or subject area.
2. The teacher's disciplinary record.

3. Relevant special training. This factor may be based on completion of relevant training, other than the professional development or continuing education, which is required by the employer or by State law, and the integration of that training into instruction in a meaningful way.
4. The teacher's demonstrated pedagogical skills, including at least a special determination concerning the teacher's knowledge of the teacher's subject area and the ability to impart that knowledge through planning, delivering rigorous content, checking for and building higher-level understanding, differentiating, and managing a classroom; and consistent preparation to maximize instructional time.
5. The teacher's management of the classroom, manner and efficacy of disciplining students, rapport with parents and other teachers, and ability to withstand the strain of teaching.
6. The teacher's attendance record.
7. Significant, relevant accomplishments and contributions. This factor shall be based on whether the individual contributes to the overall performance of the school by making clear, significant, relevant contributions above the normal expectations for an individual in the teacher's peer group and having demonstrated a record of exceptional performance.

Attendance shall not be negatively impacted by protected leave (including but not limited to FMLA, ADA accommodations, workers' compensation, military leave, or other legally protected leave).

The District shall not rely on criteria outside this list unless mutually agreed in writing by the District and Association.

After a selection has been made, an unselected but certified internal applicant may request and receive from the District, within a reasonable timeframe, a meeting to review the criteria used and a summary of the reasons for the selection decision, sufficient to provide meaningful feedback and recommendations for professional growth.

Selection decisions shall not be arbitrary, capricious, or discriminatory and shall be based on the criteria in this Agreement.

E. Filling Vacancies; Declinations

The District retains the right to hire among all considered certified and qualified internal and external applicants. Selection shall be based upon the criteria applied pursuant to Section D. The District may select the applicant who, in its judgment, is most qualified based on the consistent application of the selected criteria to all applicants under consideration for that vacancy.

In the event the application of the selected criteria results in applicants of substantially equal qualifications, the District retains discretion to select the candidate it determines to be most suitable for the position.

If a selected candidate declines or resigns prior to the start date, the District may select from among the remaining interviewed internal applicants from the same posting within thirty (30) calendar days of the declination/resignation, without reposting, provided the District applies the same criteria and documents the selection.

F. Transfers

Transfers necessitated by scheduling/staffing needs shall occur solely within this Article and shall be non-punitive. Transfers shall not be used as discipline.

Teachers may request voluntary transfer for the ensuing academic ~~school~~year by indicating the desired transfer on the Intent to Return letter (Article VIII, Section A) and/or by written request to HR and building principal(s) identifying building, grade, and assignment sought. Principals shall acknowledge receipt of the voluntary transfer request.

Involuntary transfers may occur only when the District demonstrates a legitimate scheduling/staffing/program need and only after seeking volunteers. The District shall make reasonable efforts to transfer within the teacher's certification/endorsement.

When multiple certified/qualified candidates are considered for voluntary or involuntary transfer, the District shall apply Section D and, upon request, provide the written summary described there.

ARTICLE XI – REDUCTION IN FORCE AND RECALL

A. Selection and Notice

In determining which employees shall be laid off, the District shall apply the criteria in Article X, Section D, in a consistent manner, and shall not use criteria outside that list.

At the time a reduction decision is communicated, the District shall provide a meeting reviewing the criteria applied in Article X, Section D and the reasons for the decision, sufficient to provide feedback regarding the decision and future employment opportunities. If such discussion does not occur at the time of notice the affected employee may request, and receive within a reasonable time frame such a meeting.

Teachers subject to layoff shall receive written notice of layoff no less than forty-five (45) calendar days before the effective date of layoff, or notice through the conclusion of one full academic semester, whichever period is longer.

B. Benefits

A teacher who is laid off shall continue to receive District-provided insurance through the end of the month in which the layoff becomes effective. If the layoff becomes effective during the summer period, insurance benefits shall continue to be provided by the district until August 31 of the same year.

C. Recall List; Recall Procedure

A teacher who is laid off shall remain on the recall list for one (1) school year beginning July 1 following the issuance of the layoff notice.

Recall offers shall be made in writing to the teacher's last known address by certified mail, and by District email to the teacher's personal email if known. The teacher shall have seven (7) calendar days from receipt to accept in writing.

When a position becomes available and multiple laid-off teachers are eligible, the District shall apply Article X, Section D.

No laid-off teacher shall be recalled to a position for which the teacher lacks the required certification/endorsement, unless the position does not require certification and the teacher is demonstrably qualified under Article X, Section D.

ARTICLE XII. LEAVES OF ABSENCE.

6. At the beginning of the academic year each full time teacher shall be credited with twelve (12) days of leave. These 12 days shall be maintained separately and shall be exclusive of any comp time accumulated through conference time subbing.

   Teachers may take full or partial leave days. Partial days will be calculated by the quarter hour. At the beginning of the academic year, unused leave may accumulate up to 12 days over the maximum of the number of teacher days in Article IV(D). At the end of the academic year, the accumulated unused leave time may not be greater than the number of teacher days in Article IV(D).

   Of the first six (6) days provided above, any teachers who are absent six (6) days or fewer, may, at their option, be paid the current substitute teacher rate per unused day. (i.e. a teacher who had no absences would be paid six (6) times the current substitute daily rate). Such paid days will be deducted from accumulated leaves of absence days.

7. Leaves of absence will be classified in two ways, as a short notice absence day or a prearranged absence day.

8. In order to ensure proper coverage while absent, it is critical that teachers notify the district and enter absences into the substitute system as soon as the need to be absent is known. Failure to provide timely notice is viewed as a violation of professional ethics.

D. Short Notice Absence:

Short notice absence days are intended to be used in cases of emergency, injury, or illness involving a staff member or their immediate family, as defined in Article XII(F) where 24-hour advance notice of the absence is not possible. The absence should be entered into the sub system as soon as the need for absence is known.

E. Prearranged Absence:

Prearranged absence days are classified as any absence that is known by the employee at least twenty-four (24) hours in advance. Building principals will be notified of all prearranged absence

days as soon as the employee knows of the need to be absent. Employees will enter absence into the substitute system as soon as the need for an absence is known.

Any employee requesting consecutive prearranged absence days must receive prior approval by the building principal. Any request for more than three (3) consecutive work days shall require prior superintendent approval. The maximum number of consecutive prearranged absence days shall be five (5) work days. The superintendent reserves the right to approve additional consecutive days in cases of extenuating circumstances.

The building principal reserves the right to limit prearranged absences so that the number of teachers absent, for any reason other than Short Notice Absence, does not exceed 15% of the total number of teachers, as defined by Article I, within a building.

For the days specified below, the building principal reserves the right to limit prearranged absences so that no more than 10% of the total number of teachers, as defined by Article I, within a building may utilize a prearranged absence on such days:

- Scheduled Professional Development Days
- Association Business
- Extending a Vacation or Holiday
- Extending Teacher Calendar Days Off

Once granted, prearranged absences shall not be revoked without agreement by the employee.

Requests submitted after the applicable 15% or 10% limitation has been reached may be submitted in writing to the superintendent for consideration in cases of documented extenuating circumstances. The superintendent's determination shall be final and shall not be subject to the grievance procedure.

Employees who circumvent the requirements of this section, including but not limited to utilizing a Short Notice Absence for purposes that reasonably required a prearranged absence under this Article, shall be subject to the progressive disciplinary process as outlined in Article XV.

Nothing in this section shall prohibit or limit an employee's right to utilize qualifying leaves of absence as provided in Article XII(F). Absences approved under Article XII(F) shall not be limited by percentage caps, and shall not subject the employee to the disciplinary process.

F. Qualifying Leaves of Absence with Pay

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

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

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.

- Personal Illness or Disability – The teacher may use all or any portion of their leave to recover from their own illness or disability, which shall include disability from childbirth or pregnancy.

- Illness in the Immediate Family - The teacher may take up to (12) twelve days-per academic year for illness to members of the teacher's immediate family. If there are extenuating circumstances, the Superintendent shall have the authority to waive the limitations.

- 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 XII(F), providing those obligations involve a time when school is in session.

  A maximum of two (2) days per academic 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.

- Other Leaves With Pay The following reasons shall be grounds for granting teachers leave without the loss of pay and not charged against accumulated-leave of absence days and shall be subject to the limitations stated:

  1. Jury Service – Absence when a teacher is called for jury service. The school will be paid any jury fees.

  2. Court Appearances – When the teacher is a witness in any case involving the school system and when such appearance is at the request of the Board or its attorney or the teacher is subpoenaed to testify in any case, except as a witness for the Association. The case does not need to involve the school system. The school shall be paid any witness fees.

  3. 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.

  4. Selective Service Examination – Time necessary to take the selective service physical examination.

  5. Active Military Duty - Any teacher who is called up for active duty, drafted for active duty or enlists for active duty shall be subject to the rights and responsibilities of the Uniformed Services Employment and Reemployment Rights Act of 1994.

  6. Death of Immediate Family Member - Five (5) days for the death of a member of the teacher's immediate family as defined in Article XII(F).

  7. Leaves will not be considered used on days when the teacher is absent and other teachers are not required to be in attendance.

- 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 three (3) consecutive days.

G. Paid Leave Bank:

New staff members under the collective bargaining agreement will be automatically enrolled in the paid leave bank upon employment and will pay a one time payment of 1 paid leave day at the end of the school year in which they began employment. If a staff member elects to join the bank and does not have the required day to join, the day will be paid to the bank from the 12 days granted at the beginning of the following school year. If a new staff member under this collective bargaining agreement does not wish to be a member of the paid leave bank, they must complete the Paid Leave Opt out letter by the end of their first year of employment.

The bank shall be controlled solely by a committee composed of three (3) teachers and an administrator. The district/association will select the administrator, teachers will be selected by the association. This committee shall establish the guidelines for granting or denying the use of the sick bank. The committee shall work to ensure consistency in granting usage. FMLA qualifying events shall form the basis for granting leave. The committee shall work from the premise that the leave will be granted and look for and document concrete reasons that would lead them to decide against granting the use of the bank.

1. Paid Leave Bank Limit:
   Days in the paid leave bank shall accumulate to not more than two hundred fifty (250) days. Once a day is paid into the bank it cannot be returned to the donor if unused. If the bank falls below 25 days, members of the Paid Leave Bank may voluntarily donate additional day(s) to the bank.

2. Making and Granting a Request:
   Members of the Paid Leave bank that have exhausted their paid leave time and are facing a need for paid leave will submit an email request to the Paid Leave Bank Committee Chairperson. Upon receipt of the email, the Committee chair will forward the request form to the member to formally request to borrow days from the Paid Leave Bank. Members requesting days must include the number of days being requested in addition to a brief explanation regarding the necessity of the borrowed days. The Paid Leave Bank Committee will then vote to approve the request. If the request is approved by the Committee, the member and business office will be notified of the approval. If the request is denied, the member will be notified by the Committee Chair and may appeal the decision. An appeal for consideration with additional information may be made to the committee if a request is denied. If there is a conflict regarding a denial, the matter shall be referred to arbitration and the Arbitrator's ruling shall be the final binding decision. All costs incurred for arbitration shall be paid by the association. The Committee and Association shall hold the Board harmless in any dispute which might occur as the result of any action by the Committee and shall reimburse, from Association funds, any judgements or expenses, including attorney fees, resulting from any actions against the Committee.

3. Obligation to Repay:
   A teacher granted day(s) during a academic year will sign a written contract supplied by the Paid Leave Bank Committee acknowledging the obligation to repay the Bank from the paid leave days they retain at the end of subsequent years. This contract will be submitted to the business office within ten (10) business days. If the teacher separates employment, goes on extended unpaid leave or is laid off and the days are not repaid in full, the District reserves the right to deduct the day(s) due on behalf of the Paid Leave Bank Committee from the employee's accumulated sick leave days in order to restore the days borrowed from the Paid Leave Bank. If insufficient days are available, the balance remains due and payable by the teacher to the Bank prior to any final pay distribution by the district.

4. Requesting Hardship:

In the case of a paid leave bank member who is terminating employment with PPS and is unable to pay owed days to the bank, a hardship request may be made to the superintendent. The superintendent will meet with the Association president and the Paid Leave Bank Committee Chair to discuss. If the superintendent approves the hardship, a current paid leave bank member may donate leave days to the terminating member to bring them to no days owed. The superintendent's decision is final and not subject to the grievance process. This direct transfer of days between members does not fall under the rules of borrowing days from the Paid Leave Bank. The member receiving the days does not have to repay the days, nor will the member donating the days receive any days that are unused. The Paid Leave Bank Committee Chair will issue the direct donation form and relay all information to the members involved and the business office.

In the event that a current paid leave bank member is in debt to the bank and is under hardship, a hardship request may be made to the superintendent in this occurrence. Hardship is generally considered to be when an employee is unable to pay all of the days owed to the bank prior to separation from the district and/or they currently owe 3 times the Paid time off yearly allotment. The superintendent will meet with the Association president and the Paid Leave Bank Committee Chair to discuss and approve or deny the hardship request. The superintendent's decision is final and not subject to the grievance process.

5. Direct Donation of Paid Leave Days:

A teacher leaving the district may contribute, upon departure, up to one-quarter (1/4) of their remaining paid leave days (minus any days owed to the Bank) to the Paid Leave Bank if the bank is less than 150 days.

Prior to any terminal pay calculations, a member of the paid leave bank, upon retirement, may complete a direct donation of paid leave day(s) to a member of the Paid Leave Bank that has been determined by the superintendent to be in hardship. The direct donation will be held by the paid leave bank until the recipient terminates employment from the district. At the time of the recipient's separation from the district, any days donated and held by the bank will be used to bring the recipient out of hardship. Any remaining days donated to the recipient beyond their hardship will be donated to the balance of the paid leave bank so long as the cap of 250 days is not exceeded.

H. Unpaid Leaves:

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

1. A written request must be received by the Superintendent not less than ninety (90) calendar days prior to the requested commencement of the leave. Waiver of this provision shall be at the sole discretion of the Superintendent.

2. All requests shall state the reason for the leave, the benefit to the teacher and the school, the requested commencement date and the length of the leave.

3. Leaves shall be for no more than one (1) calendar year.

4. If a teacher disagrees with the decision of the Superintendent, the exclusive avenue of appeal should the leave be denied is the submission of a written appeal to the Superintendent.

5. Leaves will not be granted to pursue other employment.

6. The Superintendent shall respond to requests under this section in writing and within a reasonable time.

I. Family Medical Leave Act (FMLA):

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

1. The birth or placement for adoption or foster care of a child from date of birth or placement;

2. Because of a serious health condition of a teacher's spouse, child or parent;

3. Because of the teacher's own serious health condition.

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

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

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

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

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

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

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

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

J. Return from Leaves.

Teachers returning from an unpaid leave under this Article are subject to the following:

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

2. Teachers shall advance one-half (1/2) step on the salary schedule, as provided in Schedule A of this Agreement, for each full semester taught.

3. If there is a question as to the teacher's ability to adequately perform the duties to which the teacher is normally assigned, upon returning from a medical related Leave, the physician who has regularly treated the teacher shall make the final and binding determination.

4. Teachers must provide, in writing to the superintendent's office, notice of intent to return to work not less than sixty (60) days from the approved expiration date of the leave.

K. 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 XIII. RETIREMENT POLICY AND TERMINAL PAY.

A. Terminal pay shall be computed as follows:

1. Ten to nineteen (10-19) years of service in this system equals one-quarter (1/4) of the teacher's unused accumulated illness and disability leave, up to a maximum of one hundred, twenty (120) days, computed on an average of the teacher's five (5) highest years on Schedule A pay. Starting with the 2022-23 school year, the teacher must retire to receive terminal pay.

2. Twenty (20) or more years of service or retiring in this system equals one-half (1/2) of the teacher's unused accumulated illness and disability leave, up to a maximum of one hundred, twenty (120) days, computed on an average of the teacher's five (5) highest years on Schedule A pay. Starting with the 2022-23 school year, the teacher must retire to receive terminal pay.

3. Sections 1-3 above apply to those bargaining unit members who were employed during the 2009-2010 school year. Those bargaining unit members starting work after the 2009-2010 school year who retire after twenty (20) years of service in Portland Public Schools from the last date of hire shall be entitled to payment at the rate of fifty dollars ($50) per day for each accumulated sick leave day up to a maximum of sixty (60) days.

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

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

ARTICLE XIV. PROTECTION OF TEACHERS.

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

B. Any case of physical, verbal, or written assault upon a teacher, which had its inception in a school-centered problem, shall be promptly reported to the Board or its designated representative. If the assault was by pupil(s), the administration shall promptly investigate the matter and determine suitable treatment for the assaulting pupil(s). If the assault is by an adult who is not a pupil, the Board or its designated representative shall promptly report the incident to proper law enforcement authorities. When allowed by law enforcement officials, teachers will be advised of threats involving them. Administrative decisions in these matters shall be communicated to the concerned teacher(s) as soon as practical.

C. Where a teacher is sued in either case above, any teacher not otherwise covered by insurance, either through MEA or some independent insurance carrier, may apply to the Board for legal assistance. If the Board determines that the teacher has acted within the scope of a teacher's authority, the Board will provide legal counsel to the teacher to give advice of rights in the given incident, it being expressly understood that this advice shall not include trial preparation or representation.

D. Teachers shall be expected to exercise reasonable care with respect to safety of pupils and property.

E. Loss-of-time Injury at School. Any injury which arises out of, or occurs in the course of employment of a teacher, shall be promptly reported to the building principal. The teacher shall be supplied with the appropriate forms in the event a Worker's Compensation claim is to be filed.

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

F. Any teacher shall be notified immediately of any complaint directed against said teacher and brought to an administrator or Board member. Violation of this section shall not negate future disciplinary action on a valid complaint.

G. The Board and the teachers agree to adhere to the provisions of Act 397 of the Public Acts of 1978, known as the "Employee-Right-To-Know" Act.

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

H. Personnel Records

An employee may review their personnel record upon written request to the administrator designated to maintain such records. The District shall provide the opportunity for the employee to review the personnel file within three (3) business days of the request. The employee may

periodically review their file at reasonable intervals, generally not more than two (2) times in a school year or as otherwise provided by law or by a collective bargaining agreement.

Personnel wishing to review their own records shall:

A. request access in writing;
B. review the record in the presence of the administrator designated to maintain said records or designee;
C. make no alterations or additions to the record nor remove any material therefrom;
D. sign a log attached to the file, indicating date and person reviewing.

Personnel wishing to appeal material in their record as to its accuracy, completeness, relevance, or timeliness shall make a request in writing to the administrator delegated to maintain the records and specify therein:

A. name and date;
B. material to be appealed;
C. reason for appeal.

The responsible administrator shall hear the appeal and make a determination within ninety (90) days of the appeal in accordance with the law.

If the appeal does not resolve the disagreement, the employee may submit a written statement, not exceeding five (5) sheets of 8 1/2 inch by 11-inch paper, explaining the employee's position. This written statement shall be kept in the employee's file.

ARTICLE XV. DISCIPLINE.

A. No employee of the bargaining unit shall be disciplined without reasonable and just cause. In determining whether just cause exists, the District shall consider the following commonly recognized components of just cause:

a. Notice – The employee was informed of the rules, expectations, or directives and the possible consequences of failing to follow them.

b. Reasonable Rule or Order – The rule, expectation, or directive was reasonably related to the effective and safe operation of the District and the employee's duties.

c. Investigation – An investigation was conducted prior to the imposition of discipline to determine whether the employee engaged in the alleged conduct.

d. Fair Investigation – The investigation was conducted fairly, objectively, and in a timely manner to the extent practicable.

e. Evidence - Evidence supports the conclusion that the employee engaged in the alleged misconduct or performance concern

f. Equal Treatment – Discipline was applied in a manner consistent with how similar situations have been handled, unless a legitimate and articulable difference justified

different treatment.

g. Penalty Proportionate to the Offense – The level of discipline imposed was reasonably related to the seriousness of the proven offense and the employee's work record.

B. Discipline shall include, but is not limited to oral reprimand(s), written reprimand(s), suspension(s) with or without pay, and discharge. Discipline shall be applied in a progressive manner as applicable.

C. Discipline shall be progressive. However, the parties recognize that the severity of a situation may provide just cause for the acceleration of progressive discipline, up to and including suspension or discharge, provided that such action is based on an investigation sufficient to establish just cause.

D. Prior to imposing discipline, the District shall conduct a due-process investigation. If the district deems it necessary to remove an employee from the workplace during the investigative process the leave will be paid administrative leave and not disciplinary in nature.

If the District determines, through a due-process investigation, that sufficient information exists to establish just cause for disciplinary action, it may impose interim discipline consistent with this Article, including suspension or discharge, pending final disposition.

E. When a meeting is convened at which disciplinary action may result, the employee shall be informed of the purpose of the meeting and shall be offered the opportunity for Association representation. At or before the time disciplinary action is issued, the District shall provide the employee with a written rationale for the disciplinary action, including a description of the conduct or events forming the basis for the action.

F. Nothing in this Article shall diminish or waive any rights or procedures afforded under the Michigan Teacher Tenure Act.

ARTICLE XVI. GRIEVANCE PROCEDURE.

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

B. The Association shall designate a representative and an alternate per building to handle grievances when requested by the grievant. The Board hereby designates the Principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or their designated representative to act at Level Two as hereinafter described.

C. The terms "days" as used herein shall mean days in which school is in session. During the summer months when school is not in session, the term "days" shall mean Monday through Friday. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties.

D. A written grievance as required herein shall contain the following:

1. It shall be signed by the grievant or grievants.

2. It shall be specific.

3. It shall contain a synopsis of the facts giving rise to the alleged violation.

4. It shall cite the section or subsections of this Agreement alleged to have been violated and also the teacher's contention as to how the specific subsection has been violated.

5. It shall contain the date of the alleged violation.

6. It shall specify the relief requested.

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

Any written grievance and responses to such grievance in Levels One, Two and Four shall be joint exhibits 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 Two.

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

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

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

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

The Arbitrator shall have no power to:

1. add to, or subtract from, or modify any of the terms of this Agreement,
2. substitute his/her discretion for that of the Board or the Association where such discretion has been retained by the Board,
3. establish or change any salary schedules;
4. interpret any state or federal laws;
5. order any monetary adjustment where the action complained of has caused no wage loss.

F. Should a teacher fail to institute or appeal a decision within the time limits specified or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of the grievant's employment) shall be barred.

G. The Association shall have no right to initiate the grievance involving the right of a teacher or group of teachers without his/her or their express approval in writing thereon.

H. The chairperson of the Association Grievance Committee shall have released time for the investigation of grievances, provided that advance approval is given by the building principal. All other preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher, or a participating Association Representative, is to be at his/her assigned duty station.

I. Grievance settlements or arbitration awards will not be made retroactive beyond the date of the occurrence of the event, upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance was filed.

ARTICLE XVII. INSURANCE.

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

1. PLAN A:

BC/BS PPO Value 250, Rx ~~+~~34, hearing, $250/$500 annual in-network deductible and $500/$1,000 out of network annual deductible; or

BC/BS PPO Value High Deductible Health Plan with Health Savings Account feature, Rx ~~6~~21, $1,700/$3,400 annual in-network deductible and $3,400/$6,800 annual out of network deductible.

MESSA/Delta Dental Plan
3 routine cleanings
80 /80 /80: $2,000 - Class 1,2, & 3
80: Class 4 $3,000 Lifetime maximum
Negotiated Life $40,000 AD&D
Vision VSP 3 PLUS P 250CL
Long Term Disability - 90 Day Modified Fill
66 2/3% of max eligible salary
Maximum monthly benefit $4000
Max eligible monthly salary $6000

90 Calendar days
Modified fill
LTD Class code
Professional staff
COLA Yes
Mental/Nervous same as illness
Alcohol/Drug same as illness
5% Minimum payout
Pre-existing limits waived
Family Social Security Offset

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

Single	$7,450
Two Person	$16,253
Full Family	$20,085

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

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

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

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

2. PLAN B:

MESSA/Delta Dental Plan
3 routine cleanings
80/80/80: $2,000 - Class 1,2, & 3
80: Class 4 $3,000 Lifetime maximum
Vision VSP 3 PLUS P 250CL
Negotiated Life $40,000 AD&D
Long Term Disability - 90 Day Modified Fill (same as PLAN A).

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

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

B. If any teacher or spouse covered under the insurance program shall attain the age of sixty-five (65), the teacher shall make application for Medicare coverage under Parts A and B. The Board agrees to maintain the coordinated Plan A and Plan B health care programs as long as the

teacher is a part of this bargaining unit. The Medicare Part B premiums may be paid with Section 125 Cafeteria Plan cash as described in Section G.

C. The Association agrees that the Board shall be held harmless in the event that either MESSA or WMHIP, or their funding carrier, shall become insolvent or for any reason deny the payment of a claim.

D. Any teacher may, at the teacher's own expense, apply for any WMHIP or MEAFS non-taxable options or any tax-deferred annuities; and the Board agrees to deduct the appropriate premium through a salary reduction agreement and remit the same to the carrier.

E. The Board agrees to furnish the contributions as provided in the above sections of this Article for the duration of this Agreement, subject to the following exceptions and provisions:

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

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

   If a teacher retires and qualifies for health care through the ORS pension system, then the district contributions shall continue until June 30 of the retirement year.

2. If a teacher is on leave without pay, the teacher may make their own contributions to the plan.

3. When a teacher is hired prior to the opening of school, the Board shall be responsible for all insurance contributions as of the first contractual day of school.

5. The Board shall be responsible for providing plan documents, including insurance information and applications concerning the insurance protection provided under this plan.

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

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

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

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

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

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

ARTICLE XVIII. MISCELLANEOUS PROVISIONS.

A. The Association President shall be provided with copies of the Board meeting agendas by noon of the day of the Board meeting.

B. The Association will use its best efforts to correct breaches of professional behavior by any teacher. The Board reserves to itself the right to also deal with all ethical problems or any conduct unbecoming a professional in the school system.

C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement or any subsequent Agreement covering the same period as the individual teacher contracts.

D. Copies of this Agreement shall be available on the District's web site after ratification by both parties.

E. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. The district will provide an electronic copy of the Master Agreement to the association president and will post the Master Agreement on the transparency page of the district's website no later than four (4) weeks after ratification by both parties.

G. Continuity of Professional Service. The Association recognizes that strikes, as defined by Section 1 of Public Acts 336 of 1947 of Michigan as amended, by teachers, are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

H. Teachers are encouraged to use the Board adopted Student Assistance Policy (SAP) in seeking help for students with problems.

I. Special conferences for important matters will be arranged between the Association President and the Board, or its designated representative, upon the request of either party. Such meetings shall be between three (3) representatives of the Association and three (3) representatives of the Board. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the conference shall be presented at the time the conference is requested; such request shall also set forth the estimated length of the conference. Matters taken up at the conference shall be confined to those included on the agenda. Conferences shall be held at a mutually agreeable time and shall not conflict with assigned responsibilities.

The meeting may be attended by others at the request of either party. A brief summary of the meeting shall be prepared and signed by representatives of the Board and the Association.

J. The Board shall provide protective wearing apparel for those teachers teaching in specialized areas where the safety of the teacher or the protection of clothing warrants such items.

K. Teachers who are required by teaching assignment to use personal automobiles to travel between buildings will be reimbursed at the then current maximum business rate authorized by the Internal Revenue Service for mileage reimbursement without reporting. Reimbursement for said mileage will be paid at the end of each semester.

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

ARTICLE XIX. NEGOTIATION PROCEDURES.

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

B. If the parties fail to reach agreement in any such negotiations, either party may request mediation through the Michigan Employment Relations Commission.

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

D. The District and the Association agree to work collaboratively to develop and adopt an Action Plan to guide future negotiations. For purposes of this section, "Both Parties" shall mean the Association President or designee and the Superintendent or designee.

The Action Plan shall provide the following:

1. A timeline for the completion of a drafted contract by Spring Break as the desired outcome. This goal shall guide the backward planning of bargaining meeting dates.

2. A commitment that Both Parties meet for bargaining a minimum of five (5) times prior to ninety (90) days before the expiration of the contract, unless otherwise agreed by Both Parties.

3. Provision for both full-day and hybrid bargaining sessions. Hybrid sessions may include evening meetings and/or flexible bargaining dates and times.

4. A definition of fidelity as committing to the number of agreed-upon meeting dates, trusting the Interest Based Bargaining process, and coming prepared.

5. Information needed for formal consideration shall be provided to Both Parties for review at least seventy-two (72) hours in advance unless otherwise mutually agreed upon.

6. Article III, Section D shall be utilized for union day release for negotiations.

ARTICLE XX. SCHOOL IMPROVEMENT TEAMS, MTSS PLC Teams AND PLANS.

A. The following will govern all School Improvement Teams, MTSS PLC Teams and plans:

a. Except where authorized by law, no provision of a School Improvement plan shall be in conflict with or interpreted to supersede the terms of the collective bargaining agreement between the parties.

b. The collective bargaining agreement shall not be modified either formally or informally in connection with the implementation of activities cited above except as mutually agreed in writing by the Board and the Association. Any waiver shall be subject to the ratification procedures of the parties and distributed to all bargaining unit members. Dispute over the interpretation or application of a waiver is subject to the established grievance procedure.

B. Participation on a School Improvement team and/or MTSS PLC Team shall be voluntary. Other PLC participation is not voluntary and therefore a MTSS PLC member leaving the MTSS PLC will be assigned, as administration discretion, to another PLC team. The participation or lack of participation of an individual bargaining unit member shall not be considered to have merit in the Board's decision regarding extra duty assignments, conference attendance, etc. of any bargaining unit member or any other condition of employment including the placement of any information in any bargaining unit member's personnel file. Further, any bargaining unit member will not be affected by such activities in any manner that is contrary to established practice(s) or any term or provision of the Master Agreement except as mutually agreed in writing by the Board and the Association.

C. If School Improvement Team and/or MTSS PLC Team meetings or activities are scheduled during an employee's regular work day, the employee shall be released from duties without loss of time or pay to attend the meetings.

ARTICLE XXI. TEACHER EVALUATION

A. Beginning with the 2025-26 academic year the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:

1. specific performance goals identified by the teacher to improve their effectiveness in the upcoming academic year.

2. an evaluation of the teacher's job performance with timely and constructive feedback.

3. clear approaches to measuring student growth with relevant data on student growth.

4. multiple rating categories that take into account student growth and assessment data or student learning objective metrics that have been negotiated with the Association.

5. the use of the IBB Committee agreed upon Student Growth metrics and/or goals as 20% of the year-end evaluation determination.

6. the use of Thoughtful Classroom Teacher Effectiveness Framework.

7. Evaluations will continue as scheduled unless otherwise stated in agreed-upon terms for phasing into a biannual evaluation process beginning in the 2025–26 academic year.

8. Student growth and assessment data shall consist of measurable, long-term academic goals. A portion of this data must be attributable to the subject area taught or type of assignment.

9. A Student Growth Committee shall be established consisting of four (4) PEA members and four (4) District representatives to review and approve student growth metrics and/or goals submitted by departments and grade levels no later than August 1 each year.

    a. The Student Growth Committee will develop clarifying logistics and guidelines as prescribed by the IBB team.

    b. If by August 1 the Student Growth Committee has not received student growth metric data, the default will be current practices by building for student growth data.

    c. Up to three hours will be provided at the negotiated curricular rate for PEA members on the Student Growth team to conduct their work prior to the beginning of the academic year.

10. Student growth data during each growth period shall exclude data for any student who has missed ten percent (10%) or more of school days.

11. By September 1, teachers will meet with their evaluator to decide on the student growth metric(s) to be used in an evaluation cycle.

12. Grade Levels and Departments will meet prior to the contractual academic year and use flex time to develop goals and/or metrics representative of their respective roles. This work should not be done during Professional Development.

B. Evaluation Process

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:

    a. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson.

    b. The observation must include a review of pupil engagement in the lesson that is observed.

c. Feedback on both 1.a and 1.b will be provided in writing and discussed during the post-observation meeting between the administrator conducting the observation and the teacher.

2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support".

3. Teachers who work less than 60 days in any academic year, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that academic year. Said teachers shall receive the same rating they received in the prior academic year for the current academic year if it was conducted by the district.

4. If a tenured teacher has been rated "highly effective" (prior to July 1, 2024) or "effective" (after July 1, 2024) for three (3) consecutive year-end evaluations, they may be evaluated every second or third year thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.

5. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with an IDP shall be provided the following:

   a. specific performance goals developed with consultation and agreement by the teacher.

   b. training provided by the district to assist the teacher in meeting the goals of the IDP.

   c. a mid-year progress report used to gauge a teacher's improvement and identify any needed improvement aligned with the existing IDP.

   d. A Mentor teacher informed of the conditions and requirements of the IDP.

6. All teachers shall have the right to submit a rebuttal to their evaluation, which will be included in their personnel file and attached to the year-end evaluation.

7. At least two (2) observations for a teacher will be conducted at least sixty (60) calendar days apart.

8. A post-observation meeting option shall be provided within ten (10) working days following each observation.

C. Rights of Tenured Teachers:

1. 1. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:

a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such a request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than fifteen (15) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.

b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.

i. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.

ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response confirming mediation will be scheduled.

2. A tenured teacher who receives two (2) consecutive ratings of needing support may request Binding Arbitration with the AAA within 30 calendar days after receiving the written response. The arbitrator must:

a. Be selected through AAA procedures.

b. Have the authority to issue any appropriate remedy.

D. Training on evaluation system, tools, and reporting forms:

1. The district shall provide training to all teachers on the evaluation system, reporting forms, and important components of the evaluation process.

2. Each administrator evaluating teachers shall complete rater reliability training every three (3) years including:

a. A consistent set of evaluation criteria.

b. Clear expectations for identifying effective teaching practices.

c. Training on conducting observations and analyzing results.

d. Calibration exercises.

e. Ongoing support with feedback from administration and Association designees.

ARTICLE XXII. 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. As State law mandates a Mentor Teacher will be provided for three (3)

years for the purpose of assisting, informing, and coaching probationary teachers in the rights, responsibilities, and ethics of the teaching profession.

B. The Board and the Association will work together in the selection and appointment process using the following guidelines:

1. Qualified staff may submit their intentions to become Mentor Teachers at any time. The list of names will be maintained until the teacher requests removal from said list.

2. The Mentor Coordinator will be responsible for assigning a mentor to the teacher. The Mentor Coordinator will work directly with the building principal to make this selection.

3. The role of serving as a mentor shall be voluntary on the part of the teachers.
    1. The mentor's role is to offer advice, information and assistance in a collegial fashion to the new teacher.
    2. A mutual conference or planning period will be scheduled, when practical, between the mentor and beginning teacher.
    3. Release time for peer coaching by the mentor may be arranged upon approval of the building principal.
    4. Mentors are expected to attend all training sessions and teacher meetings as scheduled by the Mentor Coordinator.
    5. A mentor has no supervisory role nor provides any input in the evaluation of the beginning teacher.
    6. Fulfilling the role of a mentor will have no bearing on the evaluation of the teacher.
    7. Neither the mentor nor beginning teacher shall be required to participate in any internal, district disciplinary process involving the other party.
    8. The mentor relationship may be terminated at any time, by either or both parties, provided that the building principal concurs.

4. The following criteria will be used for selecting Mentor Teachers:
    A. Completion of Mentor Teacher Training
    B. Respective candidate's recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas
    C. Number of years of teaching experience at Portland.
    D. When possible a minimum of five (5) years of classroom teaching experience
    E. Emphasis will be placed on matching teacher location, and with similar experience in teaching of subject area(s) and grade level(s) assignment.

A. For appointment, the following will apply:
    a. All appointments as Mentor Teachers will be voluntary.
    b. Appointment will be for three (3) academic years unless either party requests a change through their building administrator or the Selection Committee decides it is in the best interests of the parties.
    c. The relationship will be collaborative.
    d. A Mentor Teacher may supervise a maximum of two (2) probationary teachers, if the Mentor Teacher is determined to be the best qualified.
    e. A Probationary teacher may have multiple mentors.
    f. Mentoring requires observations of the teacher being mentored by the mentor and observations of the mentor by the teacher being mentored.

a. The Mentor Teacher and Probationary Teacher meet at times beyond the normal work day to establish a collaborative relationship. During the first year, the mentor and probationary teacher

shall meet at least once a week. During the second and third years, the mentor and probationary teacher shall meet at least once every two weeks.

Mentors and probationary teachers shall work together to set goals for the academic year. A list of these goals shall be submitted to the principal and Mentor Coordinator by the end of October. These goals should be reviewed at the end of the academic year and a summary of progress submitted for review.

The mentor and probationary teacher will submit to the principal and Mentor Coordinator an activity log at the end of each semester.

b. Mentor Teachers will be paid on the following schedule: First year $1000, Second year $500, Third year $500. Compensation will be paid to the Mentor Teacher at the end of the first semester (50%) and at the end of the second semester (50%). An activity log will be maintained for professional development purposes. The second semester payment will be approved by the principal and/or Mentor Coordinator upon review of the activity log. If mentoring is shared by one or more teachers the mentoring compensation will be split between the teachers based on an agreed upon percentage.

Mentor Teacher Training is required and will be provided to Mentor Teachers. If training happens outside of the contractual day/academic year it will be paid at the Conference hourly rate of $21/hr.

ARTICLE XXIII. USE OF THE INTERNET

A. The parties recognize that the internet is a vast resource capable of providing enhanced information gathering and communication skills to assist in educational, employment-related and Association endeavors.

B. The parties recognize that the Board has adopted a Technological Access to Information (Acceptable Use) Policy. It is recognized that policy shall not supersede the provisions of this Agreement.

C. The Technology Committee established by the Board Policy on Technical Access to Information, will periodically review that Policy and may make recommendations for change to the Board.

ARTICLE XXIV. ESEA "NO CHILD LEFT BEHIND ACT"

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

1. It is recognized that no School Improvement Plan shall address issues of wages, hours, or terms of employment or matters established by statute such as the Public Employment Relations Act, the Michigan Teacher Tenure Act or this Contract.

2. Teachers participating in School Plan Revision Team activities, including training and scheduled Committee meetings, will be compensated per administratively assigned time in Schedule B if outside the normal workday. If Committee meetings are scheduled during a teacher's normal workday, the teacher shall be released from duties without loss of time or pay.

APPENDIX A
SCHEDULE A. SALARY SCHEDULE.

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

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

    1. In conjunction with the former rules and regulations of the Michigan Department of Education, SB-CEU's were granted on the basis of ten (10) hours of contact time equaling one (1) SB-CEU and 3 SB-CEU's = 1 Semester hour of graduate credit. All SB-CEU's previously document and granted shall be awarded.
    2. In conjunction with the rules and regulations of the Michigan Department of Education, one (1) State Board Continuing Education Clock Hour (SCECH) is granted for every hour of contact time and forty-five (45) SCECH's equals one graduate credit.
    3. Any combination of SCECH's, SB-CEU's and semester hours of graduate credit may be used when calculating an individual's degree status for the purpose of placement on the salary Schedule A. No more than one hundred (100) virtual SCECH's earned per school year may be applied toward lane movement.
    4. The district will pay registration, salary and substitute costs for professional development activities for staff regardless of whether or not the individual earns SCECH's by attending.
    5. Individuals will be responsible for any fees charged by the sponsoring agency solely for the purpose of granting the SCECH's.
    6. The district will continue to pay stipends for participants in certain workshops and professional development activities that grant SCECH's.
    7. All teachers may earn SCECH's during their normal workday for attending SCECH seminars/workshops or activities. SCECH's are not granted to presenters.
    8. All SCECH's and workshops requests will be handled following normal building professional development procedures.

3. The Board shall pay the teachers retirement contribution in accordance with Public Act 244, Public Acts of 1974.

4. Changes in degree lanes on the salary schedule will be implemented upon submission of the official transcripts through a regionally accredited college or university, or other SCECH'S and SB-CEU documentation required by the Superintendent. In order to qualify for credit toward any BA or MA plus column, the courses must be taken after the date that the highest degree was attained.

Salary Schedule Transition – 2026-2028 Agreement

Effective with the implementation of the 2026-2028 Agreement, the BA+30, MA+45, and Ph.D. degree lanes shall be eliminated from Schedule A.

Teachers who were assigned to the BA+30 degree lane at the end of the 2025-2026 academic year shall be placed on the BA+18 degree lane for purposes of initial placement on the 2026-2028 Schedule A.

Teachers who were assigned to the MA+45 or Ph.D. degree lanes at the end of the 2025-2026 academic year shall be placed on the MA+30 degree lane for purposes of initial placement on the 2026-2028 Schedule A.

Following the degree lane adjustments described above, each teacher shall be placed on the applicable degree lane and the first salary step that provides a salary equal to or greater than a four and one-half percent (4.5%) increase over the teacher's regular 2025-2026 Schedule A salary.

For purposes of determining initial placement, a teacher's regular 2025-2026 Schedule A salary shall include any applicable longevity compensation but shall exclude compensation for overload assignments, extra-duty assignments, extracurricular assignments, supplemental contracts, and any other compensation that is not part of the teacher's regular Schedule A salary.

As a one-time transitional provision applicable only to the initial placement on the 2026-2028 Schedule A, a teacher who was assigned to the BA+30 degree lane at the end of the 2025-2026 academic year and whose initial placement under this section results in placement on Step 28 of the BA+18 degree lane shall instead be placed on the Master's (MA) degree lane for compensation purposes only for the duration of the teacher's employment with the District.

This transitional placement is a one-time benefit and shall not constitute placement on the MA degree lane for purposes of educational lane advancement. A teacher receiving this transitional placement must first earn a Master's degree and otherwise satisfy all contractual requirements for placement on the MA degree lane before becoming eligible for advancement to any MA+ degree lane. Upon earning a Master's degree, the teacher shall be placed on the MA degree lane in accordance with this Agreement and may thereafter advance to higher degree lanes upon satisfying the applicable educational credit requirements.

The degree lane adjustments and transitional placement described in this section are unique provisions associated with the restructuring of Schedule A and shall not establish a precedent for future negotiations or future degree lane modifications.

The placement methodology described in this section shall apply solely to the initial placement of teachers onto the revised Schedule A for the 2026-2027 school year.

Schedule A 2026-2027					
Step	**BA**	**BA+18**	**MA**	**MA+18**	**MA+30**
0	$46,000	$47,000	$48,000	$49,000	$50,000
1	$48,000	$49,000	$50,000	$51,000	$52,000
2	$48,960	$49,980	$51,125	$52,148	$53,300
3	$49,939	$50,980	$52,275	$53,321	$54,633
4	$50,938	$52,000	$53,451	$54,521	$55,999
5	$51,957	$53,040	$54,654	$55,748	$57,399
6	$53,256	$54,366	$56,157	$57,281	$59,121
7	$54,587	$55,725	$57,701	$58,856	$60,895
8	$55,952	$57,118	$59,288	$60,475	$62,722
9	$57,351	$58,546	$60,918	$62,138	$64,604
10	$58,785	$60,010	$62,593	$63,847	$66,542
11	$59,961	$61,210	$64,001	$65,284	$68,206
12	$61,160	$62,434	$65,441	$66,753	$69,911
13	$62,383	$63,683	$66,913	$68,255	$71,659
14	$63,631	$64,957	$68,419	$69,791	$73,450
15	$64,904	$66,256	$69,958	$71,361	$75,286
16	$65,878	$67,250	$71,182	$72,610	$76,792
17	$66,866	$68,259	$72,428	$73,881	$78,328
18	$67,869	$69,283	$73,695	$75,174	$79,895
19	$68,887	$70,322	$74,985	$76,490	$81,493
20	$69,920	$71,377	$76,297	$77,829	$83,123
21	$70,794	$72,269	$77,441	$78,996	$84,578
22	$71,679	$73,172	$78,603	$80,181	$86,058
23	$72,575	$74,087	$79,782	$81,384	$87,564
24	$73,482	$75,013	$80,979	$82,605	$89,096
25	$74,401	$75,951	$82,194	$83,844	$90,655
26	$75,517	$77,090	$83,838	$85,521	$92,695
27	$76,650	$78,246	$85,515	$87,231	$94,781
28	$77,800	$79,420	$87,225	$88,976	$96,914

Schedule A 2027-2028					
Step	**BA**	**BA+18**	**MA**	**MA+18**	**MA+30**
1	$48,420	$49,429	$50,438	$51,446	$52,455
2	$49,388	$50,417	$51,572	$52,604	$53,766
3	$50,376	$51,426	$52,732	$53,788	$55,111
4	$51,384	$52,455	$53,919	$54,998	$56,489
5	$52,412	$53,504	$55,132	$56,236	$57,901
6	$53,722	$54,842	$56,648	$57,782	$59,638
7	$55,065	$56,213	$58,206	$59,371	$61,428
8	$56,442	$57,618	$59,807	$61,004	$63,271
9	$57,853	$59,058	$61,451	$62,682	$65,169
10	$59,299	$60,535	$63,141	$64,406	$67,124
11	$60,486	$61,746	$64,561	$65,855	$68,803
12	$61,695	$62,980	$66,014	$67,337	$70,523
13	$62,929	$64,240	$67,498	$68,852	$72,286
14	$64,188	$65,525	$69,018	$70,402	$74,093
15	$65,472	$66,836	$70,570	$71,985	$75,945
16	$66,454	$67,838	$71,805	$73,245	$77,464
17	$67,451	$68,856	$73,062	$74,527	$79,013
18	$68,463	$69,889	$74,340	$75,832	$80,594
19	$69,490	$70,937	$75,641	$77,159	$82,206
20	$70,532	$72,002	$76,965	$78,510	$83,850
21	$71,413	$72,901	$78,119	$79,687	$85,318
22	$72,306	$73,812	$79,291	$80,883	$86,811
23	$73,210	$74,735	$80,480	$82,096	$88,330
24	$74,125	$75,669	$81,688	$83,328	$89,876
25	$75,052	$76,616	$82,913	$84,578	$91,448
26	$76,178	$77,765	$84,572	$86,269	$93,506
27	$77,321	$78,931	$86,263	$87,994	$95,610
28	$78,481	$80,115	$87,988	$89,755	$97,762

2026-2027 Legacy Off-Schedule Payment

The District shall allocate a total amount not to exceed fifty-three thousand two hundred eighty five dollars ($53,285), inclusive of all associated payroll taxes, retirement contributions, and other legally required employer costs, for a one-time, off-schedule legacy payment to eligible employees.

For purposes of this provision, a legacy employee is defined as an employee who reached and remained at the top step of any lane on Salary Schedule A during one of the following school years and who remains actively employed by the District on the eligibility determination date: 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023, or 2023-2024.

Eligibility shall be determined on the first full student day of the 2026-2027 academic year. To be eligible, the employee must be actively employed by the District on the eligibility determination date. Full payment will be made no later than October 2nd, 2026.

For purposes of eligibility and proration, placement at the top step shall be determined by the employee's placement on any lane of Salary Schedule A, regardless of whether the employee later moved to a different lane.

The payment shall be prorated based on the first academic year in which the employee reached the top step of their applicable lane on Salary Schedule A. Employees who were at the top step in 2018-2019 shall receive the full legacy payment amount. Employees who first reached the top step in later years shall receive a prorated amount based on the number of eligible years remaining in the six-year legacy period.

The proration shall be calculated as follows:

2018-2019: 6/6 of the full legacy payment
2019-2020: 5/6 of the full legacy payment
2020-2021: 4/6 of the full legacy payment
2021-2022: 3/6 of the full legacy payment
2022-2023: 2/6 of the full legacy payment
2023-2024: 1/6 of the full legacy payment

The individual full legacy payment amount shall be determined by dividing the total allocation, after deduction of associated payroll taxes, retirement contributions, and other legally required employer costs, by the total weighted eligibility units of all eligible legacy employees. This payment shall be off-schedule, non-recurring, and shall not be added to the employee's base salary or used for future salary schedule placement.

APPENDIX B
SCHEDULE B - EXTRACURRICULAR ACTIVITIES SCHEDULE

A. All extracurricular activities shall be offered at the discretion of the Board.

Except in the case of an emergency, a special conference shall beheld to negotiate the compensation of any new Schedule B position before the position is posted.

B. The district will pay the registration fees for one clinic or conference per school year for each Schedule B position. The conference will be selected through mutual agreement between the Extracurricular Activities Coordinator and the coach or activity sponsor.

C. Selection of individuals to fill extra-duty assignments shall be the responsibility of the Board, subject to the following provisions:

- 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.
- Whenever there is a vacant or newly created Schedule B position such vacancies, including qualifications, shall be posted in every school building and a copy sent to the Association President and e-mailed to all teachers, one time, to their district mailbox. Except in the case of an emergency, such vacancies shall be posted a minimum of five (5) days before being filled.

  The term days as used in this section shall mean scheduled staff days except during the time between the end of one academic year and the first staff day of the next academic year.
- If two or more individuals shall meet the qualifications, preference shall be given to a staff member.
- 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.
- The rate of compensation shall be the applicable percentage from the following pages, applied to the appropriate base listed below. Step level shall be determined by the number of actual years of experience in a paid position within that activity in this system. Previous coaching experience may be considered for head coaching positions.

  Grouping within the activity/athletic list represents an activity group.

Schedule B

	2026-2027	2027-2028
Step 1	$37,589	$38,717
Step 2	$41,033	$42,264
Step 3	$45,348	$46,708
Step 4	$50,619	$52,138
Step 5	$56,612	$58,310
Step 6	$61,705	$63,556

1. Where District transportation is not provided and a coach receives prior authorization to drive their personal vehicle to a scheduled team event, the coach will be reimbursed mileage at the per mile rate established by the Internal Revenue Service.

2. The District recognizes the additional time and possible financial expectations of post season competition on coaches and shall reimburse housing expenses for coaches and athletes. The district will establish and communicate to coaches the yearly reimbursable expenses for post season competitions.

D. The Board shall provide each coach/advisor with an intent form not later than April 1 of each year. The coach/advisor shall indicate intent to return, resign, or retire from the activity for the following school year. The form shall be returned to the Extracurricular Activities Coordinator no later than May 1 of each year. If the coach/advisor indicates a resignation or retirement or the form is not returned timely, the position may be posted as vacant.

E. The provisions of Article XII, Protection of Teachers, shall be extended to all extracurricular activities and positions. Additionally, the following provisions shall apply:

1. References to Board policies shall include the Extracurricular Activities Code and Handbook.

2. Application of Section F shall include at least a twenty-four (24) hour "cooling off period" before a meeting is held regarding the complaint. At the request of the coach/advisor, the Extracurricular Activities Coordinator shall be present at the meeting.

3. Application of Section G shall include a criminal background check for all coaches/advisors who are not currently employed by the Portland Public Schools.

F. Longevity Pay for Schedule B.

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

1. They have worked in one or more Schedule B positions for the Portland Schools for the required number of years.

2. That the term "years" shall mean the full time required of the activity.

3. The years do not need to be consecutive.

4. Partial time requirements may not be combined to make a year.

5. The maximum number of credit years that can be earned during a contract year is one (1).

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

10 Years of Service ---------- $200
15 Years of Service ---------- $300
20 Years of Service ---------- $400
25 Years of Service ---------- $500

ACTIVITY	PERCENTAGE OF BASE
Auditorium Coordinator	4%
B.I.O.N.I.C	3%
Band, H.S.	11% *
Band, M.S.	6%
Flag Corp. Instructor	2%
Choir, H.S. (2% if taught as a course)	3% ****
Choir, M.S.	2%
Class Sponsor, 12th Grade	3%
Class Sponsor, 11th Grade	3%
Class Sponsor, 10th Grade	2%
Class Sponsor, 9th Grade	2%
eSports (per season)	4%
Media Club (One per building, 2% if taught as a course)	3%
National Honor Society	3%
Play Director, H.S. (Per Play)	7%
Play Director, H.S. Ass't. (25 or more/per play)	4% ***
Play Director, M.S. (Per Play)	2%
Quiz Bowl	6%
Robotics (per season) (2% if taught as a course)	3%
Science Olympiad (3% if taught as a course)	4%
Science Olympiad, Assistant (25 or more)	2%
Student Council, H.S.	4%
Student Council, M.S.	3%
Youth Advisory Council	2%
Yearbook, H.S.(4% if taught as a course)	7%
<u>ATHLETICS</u>	
Baseball, Varsity	8%
Baseball, Varsity, Asst	5%
Baseball, J.V.	6%
Baseball, J.V., Asst	3%
Baseball, Freshman	5%
Basketball, Varsity (Boys or Girls)	11%
Basketball, J.V. (Boys or Girls)	8%
Basketball, Freshman (Boys or Girls)	7%

Basketball 7th or 8th (Boys or Girls)	5%
Basketball 7th or 8th (Boys or Girls) Ass't. Coach (25 or more per activity/level)	4% ***
Bowling, Varsity (Boys or Girls)	7%
Cheerleading, Varsity - Fall	8%
Cheerleading, Varsity - Winter	8%
Cheerleading, J.V. - Fall	6%
Cheerleading, J.V. - Winter	6%
Cheerleading, 6th-8th (per season)	5%
Cheerleading, Asst Coach (25 or more per team)	3%
Cross Country, (Boys or Girls)	8%
Cross Country Asst. Coach Boys or Girls (25 or more per team)	5% ***
Cross Country, M.S. (Boys and Girls)	4%
Cross country, M.S. Asst. Coach Boys or Girls (25 or more per team)	3% ***
Football, Varsity Head Coach	11%
Football, Varsity Ass't (Maximum of 2)	8%
Football, J.V. Head Coach	8%
Football, J.V. Ass't. Coach	7%
Football, Freshman Head Coach	7%
Football, Freshman Ass't. Coach	7%
Golf, Varsity (Boys or Girls)	8%
Golf, JV (Boys or Girls)	6%
Golf, Ass't. Coach Boys or Girls (25 or more)	5% ***
Soccer, Varsity (Boys or Girls)	8%
Soccer, J.V. Coach (Boys or Girls)	6%
Softball, Varsity	8%
Softball, Varsity, Asst	5%
Softball, J.V.	6%
Softball, J.V., Asst	3%
Softball, Freshman	5%
Tennis, Varsity (Boys or Girls)	8%
Tennis, J.V. Coach (Boys or Girls)	*6%*
Tennis, Ass't (Boys or Girls) (25 or over)	6%
Tennis, M.S. Head Coach	6%
Tennis, M.S. Ass't Coach (25 or more)	4% ***
Track, Varsity (Boys or Girls)	8%
Track, Ass't. Coach (Boys or Girls) (25 or more)	6% ***
Track, M.S. Head Coach	6%
Track, M.S. Ass't. Coach #1 (25 or over)	4% ***
Track, M.S. Ass't. Coach #2 (50 or over)	4% ***
Volleyball, Varsity	8%
Volleyball, J.V.	6%
Volleyball, Freshman	6%

Volleyball, 7th or 8th	5%
Volleyball, 7th or 8th Ass't. Coach (25 or more per level)	4% ***
Weight Room Coordinator (per season, prorated for days worked)	5%
Wrestling, Varsity (Boys or Girls)	11%
Wrestling, Varsity Ass't. (Boys or Girls) (20 or more) (Maximum of 2)	6% ***
Wrestling, 6th - 8th	5%
Wrestling, 6th - 8th Ass't. Coach (20 or more)	4% ***

Administratively Assigned Time:

1st Year in Activity	$15.00**
2nd Year in Activity	$17.50**
3rd Year in Activity	$20.00**

Technology Assigned Time:

1st Year in Position	$15.00**
2nd Year in Position	$17.50**
3rd Year in Position	$20.00**

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

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

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

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

DURATION OF AGREEMENT

This Agreement shall be effective upon ratification of the parties and shall continue in effect until the thirtieth (30th) day of June 2028.

PORTLAND EDUCATION ASSOCIATION

By _____
President

By _____
Superintendent

PORTLAND BOARD OF EDUCATION

By _____
President

By _____
Treasurer