

PORTAGE PUBLIC SCHOOLS  
AND  
THE PORTAGE EDUCATION ASSOCIATION, INCORPORATED  
2024-2027  
COLLECTIVE BARGAINING AGREEMENT

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AGREEMENT

THIS AGREEMENT entered into this 22nd day of July, 2024 by and between the PORTAGE PUBLIC SCHOOLS of the City of Portage, hereinafter called the "District," and the PORTAGE EDUCATION ASSOCIATION, INCORPORATED, hereinafter called the "Association," which is an affiliate of the Michigan Education Association and the National Education Association.

WITNESSETH:

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

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

ARTICLE 1 - RECOGNITION

Section 1: The District hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 2 of Act 379, Public Acts of 1965, in regard to wages, hours and other terms and conditions of employment for the following certified personnel employed by the District:

Classroom Teachers	School Social Workers
Guidance Counselors	School Psychologists
Media Specialists	Educational Consultants
Student and Family Engagement Specialists	Speech/Language Pathologists
	Academic Support Specialists
	Student Success Coordinators

Excluded are all administrative, supervisory and executive personnel. The term "Teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit.

Section 2: The District agrees not to negotiate at any time with any Teachers' organization other than that designated as the representative pursuant to Public Employment Relations Act ("PERA"). The District further agrees not to negotiate with any Teachers' organization other than the Association in regard to changes in salaries or other conditions of employment to become effective during the term of this Agreement.

## ARTICLE 2 - ASSOCIATION AND TEACHER RIGHTS

Section 1: Pursuant to PERA, the parties hereby agree that every Teacher employed by the District shall have the right to freely organize and join, or refrain from joining, the Association for the purpose of engaging in collective bargaining. The District and the Association agree that they will not interfere with, restrain or coerce any of the Teachers employed by the District in the enjoyment of any rights conferred by PERA.

Section 2: The Association shall have the right to use school building facilities and equipment without rental charge, to conduct local Association business, provided that the use does not interfere with pre-scheduled events, instruction, or student after school programming. The Association agrees to abide by the rules and regulations established by the District for use of school building facilities and equipment. Such equipment shall include technology and general office equipment which is normally available for Teacher use.

Section 3: Bulletin boards, in the faculty lounge, shall be available for the exclusive use of the Association and the District. All materials posted by the Association shall pertain to official business of the Association or general educational information and shall bear NEA, MEA, or PEA identification.

Section 4: Inter-school mail and school mail boxes may be used by the Association to distribute official communications. Such communications shall be identified as Association business or general education information. Distribution of materials in Teacher mail boxes shall be the responsibility of the Association. The Association understands that there is no expectation of privacy with any communications using the District's systems.

Section 5: The District agrees to furnish the Association with such public information as required by law, which may be available concerning the financial resources of the District, tentative budgetary requirements and allocations. The Association agrees that requests for such information will be made in writing through its President or designee, and that requests will be made sufficiently in advance so that the School may have ample time to prepare and/or assemble the information. Original records may be examined only at the offices of the District.

Section 6: To the extent allowable by law, upon receipt of a complaint that might lead to discipline against a bargaining unit member, the District shall make reasonable effort to notify the member and resolve the matter which may include a meeting between the parties involved.

Section 7: Teachers' desks, closets, cupboards, and files (including filing cabinets) that are the District's property and for use in connection with the performance of the Teacher's professional duties are accessible to administrative personnel with consent of the teacher or with the Teacher present (or Teachers designee present) for non-investigatory work-related purposes. These areas are also accessible without permission for investigation of work-related misconduct when the Teacher has been given the opportunity to be present. Teachers' lesson plans shall be available to the Principal. In emergencies, not including personal property/items, the desk,

closets, cupboards and files (including file cabinets) of Teachers may be opened and materials necessary for the operation of the District be taken from them and used.

Section 8: The third (3rd) Monday of each month is reserved for Association meetings which may be held at the conclusion of normal working hours.

Section 9: The School agrees to grant to the Association fifteen (15) days with pay for leaves of absence and an additional ten (10) days for which the Association will reimburse the School for substitute Teacher costs. These days may be used for Association business at the discretion of the Association. However, each notification of leave must be submitted at least twenty-four (24) hours in advance of the leave date and directed to the Superintendent (or his/her designee) after approval has been given by the President of the Association or his/her designee. It is agreed that these days shall not be used for purposes other than those having a direct benefit relationship to the Portage Education Association or Portage Public Schools. The Association shall reimburse the District on a current rate basis those sums to be paid to the Office of Retirement Services for all Association release time.

Section 10: The parties recognize bargaining unit members maintain their Weingarten rights.

Section 11: The District and the Association agree that they will not discriminate against any Teacher with respect to wages, hours and terms and conditions of employment by reason of the Teacher's membership or non-membership in the Association, the Teacher's engagement (or refraining from engaging) in any lawful concerted activities for the purpose of collective negotiations or bargaining or other mutual aid and protection, or the Teacher's institution of any grievance or complaint under this Agreement.

Section 12: Copies of this Agreement shall be posted online and up to 15 copies per school year, will be provided by the District at its expense to the Association. The District is willing to provide additional, necessary copies to bargaining unit members during the term of the contract.

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

All other fringe benefits that the Association President is eligible to receive as a full-time employee will be at the expense of the District. The Association President will maintain progress on the Salary Schedule equal to what the President would receive if a full-time Teacher. This Section is only applicable to the position of Association President and has no bearing on the calculation of reimbursement for part-time secondary employees which is spelled out in Article 7 of this Agreement.

Section 14: Building Association meetings may be scheduled before or after the school day provided such meetings do not conflict with any meetings which a majority of the building staff must attend. All such meetings are to be scheduled with the knowledge of the Building Principal.

Section 15: Nothing contained herein shall be construed to deny or restrict to any Teacher, rights they may have under the Michigan Revised School Code.

Section 16: Pupil Protection Law/Safe Schools: The District shall be responsible for payment of fingerprinting, criminal records check and an FBI criminal records check for current employees in the District.

Section 17: If a citizen requests access to a Teacher's official personnel file, the following procedures will be used. The citizen will be asked to put the request in writing or electronic form. The Human Resources Department will contact the employee and inform them of the citizen's request. The Human Resources Department will wait five (5) work days before responding to the request. The Teacher or Association will notify the District if they file for an injunction seeking to prohibit the District from releasing official personnel file information.

Section 18: The Association will be notified in advance of any special meetings called by the District's Board of Education.

Section 19: The District will implement discipline that is not arbitrary or capricious and proportionate to the seriousness of the misconduct. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions without pay; demotions as defined by the Tenure Act; and other actions of disciplinary nature. A disciplinary decision must be supported by a preponderance of evidence, the bargaining unit member must be given a meaningful opportunity to respond to allegations, and the discipline must recognize the concept of progression as required by law. The District reserves the right to apply disciplinary measures consistent with the severity of the infraction.

Section 20: The District may, in its discretion, investigate complaints submitted against a bargaining unit employee. If the matter is investigated, the employee will receive notice of the allegations against them and an opportunity to respond to the allegations. If the disciplinary action is taken and retained in the employee's personnel file, the employee may submit a rebuttal statement as provided by law.

Section 21: A tenure teacher may grieve the discipline procedure outlined in this Article up to arbitration unless the discipline procedure has resulted in 8 days or more loss of pay. Such cases are eligible for arbitration, except a tenure teacher shall not grieve a "demotion" or "termination": within the meaning of the Teacher's Tenure Act. This limitation does not limit a tenure teacher's statutory right to appeal a demotion or termination to the State Tenure Commission. A probationary teacher may not grieve discipline.

### ARTICLE 3 - ASSOCIATION AND TEACHER RESPONSIBILITIES

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

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

Section 2: The Association and the District recognize that strikes (as defined by law) by Teachers are contrary to law and public policy.

The Association and the School agree that differences should be resolved by appropriate and peaceful means, in keeping with the high standards of the profession.

Section 3: The Association agrees that, during the term of this Agreement, or during any period of time while negotiations are in progress for the continuance or the renewal of this Agreement, it shall not direct, instigate, participate in, encourage or support any strike or any other form of work cessation against the District by any Teacher or group of Teachers. Also, the District agrees that, during the term of this Agreement or during any period of time while negotiations are in progress- for the continuance or renewal of this Agreement, it shall not direct, instigate, participate in, or support any lock-out against the Association by the District.

Section 4: An employee who wishes to resign must submit a written notice of resignation to the District at least sixty (60) days prior to the desired date of release, unless there is a mutual written separation agreement to release the Teacher at an earlier date.

## ARTICLE 4 - MANAGEMENT RIGHTS

**Section 1:** The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by all applicable State and Federal Laws as well as the terms and conditions of this Agreement. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:

- (a) Manage and control its business, its equipment, and its operations and to direct the working force and affairs to the entire school system within the boundaries of the District. Nothing in this Agreement shall in any way prevent or limit the Board from participating in cooperative educational programs with any entities.
- (b) Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.
- (c) Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, place, promote, discipline, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, and to establish reasonable provisions for health, safety, and first aid.
- (d) Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation.
- (e) The Board shall continue to have the exclusive right to establish, modify, or change any condition except those covered by provisions of this Agreement.

**Section 2:** In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to but following State and Federal Law, the establishment of education policies: the construction, acquisition and maintenance of school buildings and equipment; the evaluation, discipline, promotion, and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority not specifically relinquished to the Association by this Agreement.

**Section 3:** The listing of specific management rights in this Agreement is not intended to be nor shall be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein.

**Section 4:** A Teacher who is laid off and who is paid unemployment compensation benefits (associated with his/her regular teaching assignment) during the summer immediately following

the layoff and who is subsequently recalled to a teacher position at the beginning of the next school year will be paid according to an annual salary rate, such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following conditions:

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

Section 5: Merit Pay for all contract years: those teachers earning overall ratings of Effective or Highly Effective on their most recent annual performance review will receive a pro-rata share of a \$50,000 evaluation stipend pool established by the District.

## ARTICLE 5 - PAYROLL DEDUCTION

**Section 1:** The District agrees to provide to the Association a report every ninety (90) days that lists all bargaining unit members by building, percent FTE, and annualized salary.

- a) This list will be provided in an excel spreadsheet, and will include the following information, if on file:
  - First, middle and last name.
  - Position building description [department or agency].
  - Position assignment description [classification].
  - Home address.
  - Personal telephone number, if available.
  - Personal email address, if available.
  - Work email address.
  - Date of hire.
  - Position FTE [full time or part time employment status.]
  - Position per diem contract, position lane, position step.
- b) The separation of employment by any bargaining unit member shall be reported to the designated Association representatives, including the separation date via electronic means (including Google Docs) no later than ten (10) business days after the members' last day of employment.

**Section 2:** The District agrees to make voluntary payroll deductions upon individual written authorization consistent with the Payment of Wages and Fringe Benefits Act, for the following:

- a) Identified banks, savings and loan associations and credit unions
- b) Annuity premiums
- c) Health Insurance premiums as defined in Article 18
- d) Payment to Michigan Public School Employees Retirement System
- e) Payment for Union dues
- f) Payments to pre-tax cafeteria accounts

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

**Section 3:** Starting with the 2025-2026 school year, the Association shall notify the Employer of its intent to implement payroll deduction of Association dues by August 1 each year.

- a) If the Association provides written notice by August 1 in a contract year, the Board shall deduct membership dues for the Association from a bargaining unit employee's wages for that year if the bargaining unit employee submits an annual full, free written consent consistent with the Payment of Wages and Fringe Benefits Act by September 1 each year. If a bargaining unit member is on unpaid leave greater than two weeks, the District shall

not dues deduct for the remainder of the fiscal year for the individual unless agreed by the parties.

- b) The District may immediately cease collections for a particular bargaining unit member if the bargaining unit employee provides written notice to the Superintendent or their designee that they are withdrawing their consent for the membership dues deductions from their paycheck.
- c) Deductions will be made in substantially equal amounts from the paychecks of the bargaining unit employee beginning with the first paycheck in October and ending with the last paycheck in June.
- d) The Board shall not process monies for Political Action Committee donations or other similar funds of the Association or its affiliates.
- e) The district will provide the Association with a list of individuals and amounts paid.
- f) In the event any individual or entity files any complaint or claim against the Board (which includes its agents, employees, and officers) regarding dues deduction, the Association agrees to indemnify, defend, and hold the Board harmless against all costs, claims, demands, suits, or other forms of liability that may arise out of or by reason of action by the Board for the purpose of complying with the Agreement to deduct Association dues set forth above. Further, the Board shall be held harmless for the assessment and collection of Association dues and the imposition of any penalties related to an employee's non-payment of Association dues.

Section 4: In the event of a verified overpayment in salary or benefits, under the terms of this agreement, the bargaining unit member shall make prompt repayment to the District. In the event the member fails to make the repayment, the District may payroll deduct the overpayment as a condition of this contract pursuant to the authority set forth in MCL 408.447.

## ARTICLE 6 - WORKING HOURS

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

Section 2: It is recognized that in order to operate an effective organization, the Administration may find it necessary to deviate from the normal working schedule. In addition to the hours specified in Sections 1, Teachers may be required to attend meetings outside the work day called by the Administration, with 48 hours' notice (except in case of emergency), for not more than 240 minutes per month, not to exceed one meeting weekly and ninety (90) minutes per meeting. These meetings may include any combination of all building staff and/or building departments as deemed necessary by the building Administration. One 90 minute District-wide department/grade level meeting may be assigned five (5) times per year (no more than once per month). These District-wide meetings shall adjourn no more than 120 minutes after student dismissal time except on shortened student days where Teachers are working a full day, on which adjournment must occur prior to the regularly scheduled student dismissal time. If a scheduled meeting is canceled and rescheduled, the Administration will provide three (3) working days' notice.

(a) Such meetings as described above may be called on Monday through Thursday of a work week, except on the days immediately preceding holidays or vacations, and shall be contiguous in time to the regular school day. Such meetings shall be adjourned no later than 95 minutes after student dismissal for building meetings and 120 minutes after student dismissal for district-wide department/grade level meetings. Except in case of emergency, such meetings will not be scheduled during weeks of Parent/Teacher conferences or open house. The third Monday of each month is reserved for Association meetings.

At or near the start of each school year, the time of regular building staff meetings will be established by building vote.

(b) Any meetings required by law (including administrative rules and regulations imposed upon the School) may be exempted from such provision when the Administration has made reasonable effort to schedule such meetings within the restrictions of this Section. It's expected that these meetings will be held during contractual hours if parental consent is obtained and no instructional conflicts exist. Bargaining unit members may participate virtually with IEP meetings. Any excess shall be compensated for by the curriculum rate if the meeting requires in-person attendance outside of contractual hours and the bargaining unit member submits to their supervisor a timesheet within one (1) business day.

(c) Meetings attended by the Teacher as a volunteer, elected representative or any Teacher serving in a capacity governed by provisions of Schedules B and/or C shall not count in the total meeting hours.

(d) If a Teacher has a Schedule B or Schedule C scheduled game or contest (excluding practices unless excused by the Building Administrator) for the District which conflicts with the Teacher's attendance at required meetings, the Teacher will be excused from the meeting but remains responsible for all materials and work covered at the meeting.

(e) , With consent of both parties, the District may reduce the monthly meeting minutes from 240 to 120 and may schedule up to six (6) early release days each year, not to exceed one (1) per month, for District-wide department/grade level meetings. On an early release date, students will be dismissed 120 minutes before the regularly scheduled end of the school day. All meetings on early release days must conclude no later than the regularly scheduled end of the school day. Additional time will be added to regular school days to ensure continued compliance with State mandated minimum instructional hour requirements. For school year months with no early release, the monthly minutes shall remain at 240.

Section 3: The Association recognizes that programs such as Parent-Teacher conferences, open houses and in-service sessions are an integral part of the role of a professional in an educational program. Therefore, the District may schedule up to five (5) evenings each year for these purposes, with compensatory released time, and all staff members are required to be in attendance unless specifically excused by the building administrator. Meetings of this type will not be scheduled to go beyond 8:30 p.m. and must be scheduled on Monday through Thursday of a week, except on days preceding holidays or vacations. Starting in the 2024-2025 school year, Parent-Teacher conferences will be ½ virtual and ½ in-person unless otherwise agreed to by the parties by level. The District will collaboratively discuss any change in format by level and reach mutual agreement with the Association before any change in format.

Section 4: Newly hired Teachers to the District in their first three (3) years of teaching will be required to participate in professional development activities during their first three (3) years of employment. Newly hired Teachers to the District that are not in their first three (3) years of teaching will be required to participate in professional development activities during their first year of employment. After the initial orientation which occurs prior to the start of school, these additional activities shall not exceed 120 minutes per month.

Section 5: The conditions outlined in the above Sections shall not entitle a Teacher additional compensation unless the amount of same is spelled out in Schedule B and/or C.

Section 6: For the purpose of this Agreement, the parties have agreed that a professional development day shall be six (6) hours in length. If the State mandates a different amount of time for a professional development day, that mandate will be followed by the parties. Any other changes by the State regarding required days, required hours or other mandates relative to professional development shall result in the parties convening a meeting for the purpose of conferring and reacting to said change in State rule or regulations.

Section 7: All Teachers shall be entitled to a duty-free, uninterrupted lunch period. Such lunch period shall not be less than thirty (30) minutes. "Duty-free" means that a Teacher cannot be required to attend a meeting during their lunch period. On days scheduled for half day attendance for students and on days when students are not scheduled for attendance, Teachers shall be entitled to a sixty (60) minute lunch period. Teachers shall be free to leave the premises.

Section 8: Teachers and Building Principals will establish working hours within the following parameters: Teachers must report to work a minimum of fifteen (15) minutes prior to the start of the instructional day. Secondary Teachers must be present for fifteen (15) minutes after student dismissal unless they have been approved, in advance, by their Building Principal to leave at student dismissal. In that event, the Teacher remains responsible for fulfilling the work day requirement set forth in Section 1 of this Article. Elementary teachers must be present until all bus riding students have boarded the buses that reasonably arrive upon student dismissal, unless previous arrangements have been made with the Principal's approval.

Teachers and Principals will schedule work days within the school day. It is expected that individual Teacher's schedules within a building will vary. Teachers may change their regular work schedule only with the prior approval of their Building Principal.

Zero hour, or 8<sup>th</sup> hour or classes scheduled outside of the normal work day will only be assigned to Teachers who voluntarily express an interest to teach these classes. A Teacher with a zero hour assignment as part of their regular work schedule will not have a 7<sup>th</sup> hour assignment, and a Teacher with an 8<sup>th</sup> hour assignment as part of their regular work schedule will not have a 1<sup>st</sup> hour assignment. However, Teachers remain responsible for maintaining the working hours requirements set forth in Section 1 of this Article and also for attendance at required meetings which occur outside of the structure of their work day. The District is not obligated in any way to continue assigning any Teacher to any zero or 8<sup>th</sup> hour assignment in future semesters or in future school years.

Any Teacher instructing an extra class must do so on a voluntary basis, and will be paid a pro-rated per diem rate. The District is not obligated to continue assigning any Teacher to an extra class in future semesters or in future school years.

#### Section 9: Meeting During Planning

During the Teacher's planning period, meetings with the Building Principal may occur, as may meetings with the team or grade grouping. Meetings of groups and Teachers may be called during planning time only if a majority of the Teachers involved agree that this is the best time for meetings. Otherwise, such meetings will be required to occur before or after school hours.

Section 10: Job Sharing

The following is a list of adjustments which are necessary for the District to approve job sharing at the elementary level.

- 1) Job sharing partnerships proposed by two (2) Teachers must be developed with the cooperation and approval of the building principal.
- 2) The specific scheduling of a job sharing partnership must be approved by the Building Principal.
- 3) Teachers will share the budget, capital outlay, furniture, etc., that would normally be assigned to one (1) Teacher.
- 4) Teachers will be paid at the rate of the pro rata percent of contract and will advance one (1) full step on the salary schedule for every year of job sharing.
- 5) While it is not possible for the District to assure that all special classes will be scheduled in an equitable manner, the District shall make reasonable attempts to do so.

Section 11: New Buildings: When a newly constructed building is opened by the District, Teachers assigned to that building shall have one (1) additional required day of professional development activities prior to the building opening. This day shall not exceed six (6) hours in length (as specified in Section 6 above) and Teachers will be paid at the curriculum rate. Teachers will be notified of these planned days three (3) months in advance. If additional time is deemed necessary by the Building Principal, an additional half day of professional development activities may be held during the opening week of District professional development time.

## ARTICLE 7 - TEACHING LOADS

The normal weekly teaching load shall be as follows:

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

A. Thirty (30) assigned periods of classroom instruction (or alternative assignments such as seminar, supervision, Literacy Coach, mentoring, tutoring, etc., up to five (5) Advisory periods (not to exceed 30-minutes each) may be included at the middle school level (as specified under section D of this Article), and five (5) periods for preparation and conference will be assigned during the 7-period day. It is expected that teachers will be on duty at other times during working hours to give help to students or to perform other duties consistent with building regulations.

B. Part-time Teachers at the secondary level shall have their compensation determined as follows:

one (1) assigned period	= .17
two (2) assigned periods	= .33
three (3) assigned periods	= .50
four (4) assigned periods	= .67
five (5) assigned periods	= .83
six (6) assigned periods	= 1.0

C. No Teacher will be given seven (7) assigned instructional periods (or the equivalent alternative assignments, as referenced above) without the Teacher's consent. Compensation for such additional assignment will be the pro-rated per diem rate as specified in Section 1 (B) above.

D. At the middle school level, the School shall have the alternative of scheduling an Advisory period/homeroom for purposes of student academic support and enhancement. The School will collaborate and reach mutual agreement with the Building PEA Representatives before making changes in the current Advisory period schedule.

E. At the High School level, the School shall have the alternative of scheduling a seminar period. The inclusion of a seminar period within the Teacher's assignment shall be considered as an assigned period of classroom instruction.

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

G. If school is canceled on a High School exam day(s) at the end of the first semester, the daily exam schedule will continue with the missed/canceled exam day(s) replacing the first day(s) of the second semester. It is recognized that the Administration has the right to determine that a previously scheduled event or meeting (e.g., Professional Development, IEPs) will take place on the replacement day(s).

H. A Teacher assigned to teach a Hyflex class (simultaneous virtual and in-person instruction, excluding high school seminar) shall receive a pro-rata share (not to exceed \$2,500 per Teacher) of a \$25,000 compensation pool per contract year. Hyflex will be used only at Community High School and is limited to one (1) class per day per teacher.

## Section 2: Elementary

A. Teachers shall be assigned to a daily average of 327 minutes of classroom instruction. Elementary Teachers are not required to supervise students before the bell.

B. Each Teacher shall also be assigned a weekly average of 240 minutes of time for planning and preparation during the instructional day, exclusive of the planning time specified in E of this Article. The 240-minutes of planning time will be provided in not less than thirty (30) minute segments. However, preparation time may be provided to special subjects Teachers in segments of less than thirty (30) minutes to accommodate travel of itinerant special subjects Teachers, as specified in §F(6) of this Article.

C. A and B above assume that State required hours will remain at 1098, and that those required hours will be met for receipt of State Aid. Any adjustment necessary to attain these standards will be reviewed with the Association prior to implementation.

D. It is agreed that the deadline for report card submission at the end of each grading period will be the Friday of the week following the end of the grading period. Teachers are not obligated to provide comments on report cards for elementary students.

E. Teachers will be granted an uninterrupted period of 48 minutes (30 minutes of duty-free lunch contiguous with 18 minutes planning) each day. The 48 minutes will not include time used by the Teacher to escort students to and from their lunch periods.

- 1) "Duty-free" means that a Teacher cannot be required to attend a meeting during his/her lunch period. While an elementary Teacher's lunch period can be flexibly scheduled by agreement with his/her Building Principal, without such agreement it is considered as occurring during the first thirty (30) minutes of the lunch/planning period.

F. Special Subjects Teachers (elementary art, world language, media specialists, music, and physical education) shall be assigned a maximum of thirty-one (31) sections. A teaching section shall be defined as a forty-eight (48) minute period. These thirty-one (31) sections are composed of teaching sections, supervision sections (as described

below) and travel sections.

- 1) To be considered a full-time elementary special subjects teacher, an individual must have a schedule which includes at least thirty (30) sections.
- 2) It is understood that the actual class times may vary above the forty-eight (48) minute period defining a teaching "section" as described above.
- 3) A part-time elementary special subjects Teacher's teaching sections, travel sections and supervision sections will be pro-rated from thirty-one (31) sections. Conference times will be prorated accordingly.
- 4) Building Principals will consult with special subjects Teachers assigned to their building in determining the scheduling of special subjects within that building.
- 5) Elementary special subjects Teachers who must travel from site-to-site will receive fifteen (15) minutes compensatory time which will be taken in place of non-instructional time (i.e., before or after school) that is otherwise within the teacher work day established in Article 6, Section 1 of this Agreement for the first five (5) site-to-site travels within the work week. For additional site-to-site travel within the work week, fifteen (15) minutes will be counted toward their assigned sections, as follows:

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

A site is to be defined as:

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

G. In consultation with the Building Principal, Young 5s, kindergarten, and Early Childhood Special Education teachers shall be granted up to one day per quarter as

needed, and first grade Teachers shall be granted up to one-half (1/2) day per quarter as needed substitute Teacher release time to allow for required in-school assessments.

H. Elementary Teachers shall not be given administrative duties without the consent of the Teacher. When acting in such a temporary capacity, a Teacher shall not assume supervisory authority over other Teachers. The Association, its officers, representatives, delegates or committee members shall not endorse a position which would influence a Teacher to reject such duties.

I. Bus duty (i.e., outside supervision of loading and unloading of buses) will not be required of grade level Teachers. However, this does not preclude grade level Teachers from being assigned to escort their class from the classroom to an exit door of the building at the end of the student day. Bus duty may be performed by special area Teachers such as reading consultants, media specialists, counselors, music teachers, art teachers, physical education teachers, world language teachers, special education teachers, safety patrol coordinators, volunteers, non-bargaining unit personnel and other building resources. When assigned to a bargaining unit member, bus duty will be considered as a separate section or assignment for a special area Teacher, or as part of an extra-duty assignment, as applicable. Speech pathologists shall be excused if they receive pre-approval to attend a conflicting IEP meeting or pre-approval to work with students.

Section 3: If changes in the organization of the school day are necessary, the School agrees to assign teachers to a teaching load not to exceed twenty-five (25) hours of assigned classroom instruction (which may include supervision and/or study hall) and not less than five (5) assigned hours for preparation and conference. It is expected that teachers will be on duty at other times during working hours to give help to students or to perform other duties consistent with administrative building regulations. The School and the Association recognize that this provision has not been applied or implemented in the 2023-2024 and 2024-2025 school years due to a reduction in the number of instructional days and the need to increase instructional hours to meet State standards.

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

A site is to be defined as:

- 1) NMS and NHS
- 2) CHS, CMS and Central Elementary

- 3) Amberly, Woodland, Haverhill, WMS and Moorsbridge
- 4) Lake Center
- 5) Angling Road
- 6) Twelfth Street Elementary

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

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

**Section 6:** Specials Teachers who work in both the elementary and secondary will have their percentage calculated as follows:

Total Percent - Percentage of secondary assignment following Article 7 Section 1 (B) plus number of 48-minute elementary sections/31.

## ARTICLE 8 - CLASS SIZE AND COMPOSITION

Section 1: When a Teacher has a class size or composition concern, the Teacher should:

- 1) Notify the Building Principal that such a problem exists. The Building Principal and Teacher should attempt to resolve the situation.
- 2) If the Building Principal and Teacher cannot reach consensus, one of the following groups, with the Building Principal, should be convened, by the Principal, within three (3) working days:

High School level - the departmental Teachers

Middle School level - the Team

Elementary School level - the grade level or specials Teachers District Wide

These groups shall review the concern and submit a recommended resolution to the Assistant Superintendent of Instruction or Superintendent's Designee when necessary. Upon receipt of the concern, the Assistant Superintendent of Instruction or Superintendent's Designee shall render a decision within five (5) working days.

### Section 2:

Y5-5<sup>th</sup> Grade class enrollment limits:

Y5 -20

K -23

1 -24

2 -25

3 - 26

4 -27

5 - 28

Overload pay in the amount of \$550 per semester per student will be awarded based on a classroom's average daily enrollment for that semester. If the average daily enrollment exceeds the limits above, payment will be made at the end of the semester.

### Section 3:

6-8 grade enrollment:

Merit Stipend of \$125 per semester per student over the limit for 6-8 general education teachers if total student enrolled in general education classes exceeds 173 based on classroom's average daily enrollment for that semester. If the average daily enrollment exceeds the limits above, payment will be made at the end of the semester. General education classes include ELA, Math, Social Studies, Science, Foreign Language.

## ARTICLE 9 - TEACHING CONDITIONS

Section 1: The District will provide in each school building, adequate rest rooms and lavatory facilities for staff use. The District will provide at least one (1) room appropriately furnished to be used as a lounge/eating area. The District will provide in each school building a clean, comfortable, private locking space for lactation, consistent with state and federal law. This space shall include an electrical outlet and may be used for other purposes when not needed for lactation.

Section 2: The District recognizes that appropriate equipment and materials are necessary to facilitate a sound educational program. Teachers, either individually or through established committees, shall be given the opportunity to make recommendations concerning education programs and media. The Association recognizes the right of the District to make all final decisions in the adoption of such programs and media.

Section 3: It is recognized by the parties that all Teachers have a professional responsibility to perform in accordance with the terms and provisions of their individual contracts and are expected to be at work performing their professional duties for the full number of Teacher obligation days specified in Article 24/Teaching Calendar.

Section 4: At any time if any building is closed for all operations because of physical breakdown, health conditions or climatic conditions, Teachers in that building shall also be released from all contractual duties and obligations during the period of closure; however, it is understood that if State law, rules, or regulations require that lost student instruction time be made up as a result of such closing, that such make up when scheduled as provided in the calendar of the agreement shall be performed by all bargaining unit members without additional compensation. Concerning snow days, bargaining unit members are excused from all contractual duties and obligations if students are excused from being physically present.

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

## ARTICLE 10 - MOVING TEACHER MATERIALS

Section 1: When a Teacher transfers from one building or room to another, the District shall move all teaching materials and supplies which may transfer with the Teacher. Teachers will be notified prior to the move date and, if available, may watch the moving of all applicable material and supplies or designate another available Teacher to watch.

## ARTICLE 11 -MENTOR TEACHERS/ADVISING TEACHERS

Section 1: A mentor shall be assigned as required by law. During this time, the new Teacher must receive intensive professional development induction into teaching, based on a professional development plan.

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

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

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

Advising/Mentoring First Year Teacher 1% of BA Step 1 for each one-year assignment  
Mentoring Second Year Teacher 0.75% of BA Step 1 for each one-year assignment  
Mentoring Third Year Teacher 0.5% of BA Step 1 for each one-year assignment.

## ARTICLE 12 - STUDENT DISCIPLINE AND TEACHER PROTECTION

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

Section 2: The District recognizes its responsibility to give reasonable support and assistance to Teachers with respect to the maintenance of control and discipline in the classroom within the confines of District policies, the District's Handbook, and in conformance with Sections 1309, 1310, and 1311 of the Revised School Code (or its successor provision). The District shall make available to Teachers a copy of the District's Handbooks (as distributed to parents/guardians and/or students) and Sections 1309, 1310, and 1311 of the Revised School Code.

Section 3: Any case of assault upon a Teacher while representing the District shall be promptly [within twenty-four (24) hours] reported in writing to the District or its designated representative. When requested by the Teacher, the District will advise the Teacher of his/her rights and obligations with respect to such assault. The District will investigate the assault and shall advise the Teacher of any action taken, including any reports made to law enforcement authorities. Any workplace injury is subject to coverage as specified and directed by the District's workers' compensation carrier and State law.

- a) If an assault is perpetrated by a student, and the Teacher acted in compliance with the law and board policy, the Teacher may immediately remove the accused student from the educational setting consistent with state law if the removal does not violate federal law, civil rights statutes, or other constitutional protections of the student. If a teacher violates District policy or law with the removal, they may be disciplined.
- b) If a teacher acted in compliance with the law and board policy, in accordance with the District's Code of Conduct/Student Handbooks, the District shall assist a bargaining unit member in seeking financial restitution to the bargaining unit members for the full replacement value, per incident, for properly documented loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school, on the school premises, or while performing supervision of students on school sponsored trips. The financial restitution shall not be sought if the loss is covered by insurance or involve the teacher's automobile.

- c) If the bargaining unit member acted in compliance with the law and board policy and the injury caused by a student physical battery does not qualify for a wage loss benefit under workers' compensation, the absences incurred by the bargaining unit member which results in their not being able to perform their assigned duties in the course of their employment shall be fully excused and shall not be considered to reduce said teacher's sick leave allowance for up to 7 days.

Section 4: If a bargaining unit member, while acting consistent with Board policies and the law (as reasonably determined by the Board) in the scope of their duties, is accused of assault and/or battery, or sued, the District shall provide legal assistance (or legal counsel if necessary) to the unit member in his/her defense.

Section 5: A Teacher has the right, while acting within the scope of their employment, to use reasonable physical force in conformance with Section 1312 of the Revised School Code (or its successor provision) and State or Federal law.

## ARTICLE 13 - SICK LEAVE

Section 1: Sick leave is granted by the District to insure that an employee will not suffer loss of income because of illness, injury or urgent medical appointments for the employee or an immediate family member. "Immediate family" shall be defined as spouse and child. "Immediate family" also includes any other dependent who resides with the employee. In circumstances involving a serious health condition with the employee's mother or father (requiring family intervention or support), an employee may submit a request to utilize up to ten (10) accumulated sick leave days per school year for that purpose.

Sick leave may apply to routine physical exams, dental or optical appointments if effort has been made to schedule appointments outside of contractual work hours.

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

Section 2: A Teacher who reports at the beginning of the school year will be allocated ten (10) sick leave days which will accumulate without limit. Teachers hired after July 1, 2012 are subject to a one hundred ten (110) day sick leave accumulation limit.

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

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

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

Section 6: Teachers absent from school for more than three (3) consecutive working days may be required to obtain clearance from a competent medical authority before returning to work.

Suspected misuse of sick days may result in disciplinary action. The supervisor and/or designated Human Resources Representative or designee will meet with the employee, and may request medical documentation from a competent medical authority and/or proceed with disciplinary action.

Teachers absent for FMLA reasons or for more than ten (10) consecutive working days may be required by the District to have an examination, at the School's expense, from a competent medical authority of the School's choice as to the Teacher's need for continued absence.

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

Section 8: Whenever a Teacher is absent from school and is receiving wage loss benefits under the Workers Disability Compensation Act, the Teacher may elect to request, in writing, that days, (or fractions of days) be deducted from accumulated sick leave days equivalent to the difference between what is received under Worker's Compensation and the Teacher's gross pay (Schedule A) less amounts deducted from gross pay for Federal and State taxes, including FICA. The deduction of days shall not be retroactive, but shall become effective only upon the receipt in the District Payroll Office of the employees written request for such deduction.

Section 9: A Teacher who anticipates a leave of absence due to disability (including disability of the Teacher due to pregnancy or childbirth) must notify the Human Resources Department at least thirty (30) days prior to the commencement of leave, where the need for leave is foreseeable. The Teacher must present a health care provider's statement which specifies the dates during which he/she will be unable to perform the duties of his/her position. The Teacher may use accumulated sick leave, to the extent which it is available, for the period of time his/her appropriate health care provider verifies that they are unable to work.

Section 10: Concurrent with unpaid FMLA leave, a Teacher is permitted to use sick leave for a parental/guardian/adoptive leave of absence for up to twenty-five (25) days when such absence does not qualify under a disability leave of absence (Article 14, Section 9). This twenty-five (25) day leave may be paid from the Teacher's sick leave accrual concurrent with FMLA leave. The use of paid leave will occur during the twelve (12) weeks immediately following the birth or placement of a child by an adoptive or foster care agency. FMLA leave can be used on an intermittent basis as allowed under FMLA for serious health conditions, for serious health conditions of close family members, or for qualifying military leave. Intermittent leave may be used for adoptive or foster care or new baby care if written approval is first received from the Director of Human Resources or designee.

Section 11: The District will comply with all provisions of the Family and Medical Leave Act (FMLA), a copy of which is available in the Human Resources Office.

Section 12: If there is a snow day or if school is closed for any other reason, Teachers will not be charged a sick day unless they are gone more than ten (10) continuous school days. When cancellations are required by law to be made up, and the Teacher works the designated make up day(s), the sick day(s) previously charged for the designated canceled day(s) will be credited back to the Teacher.

Section 13: A member of the bargaining unit who exhausts the allotted and accumulated days of absence for personal illness or disability (or that of an eligible family member), and whose Long Term Disability coverage has not yet gone into effect, may apply to the sick bank and

receive additional days.

Section 14: Requests for sick bank time.

- A. A bargaining unit member must be employed by the District a full school year to be eligible to use the sick bank. Requests should be made in writing to the Manager of Human Resources. The Manager of Human Resources will verify eligibility that the absence is due to a "serious health condition" for themselves or an eligible family member as defined by FMLA and convene a sick bank committee (to be made up of three (3) Association members and two (2) Administration members) to determine eligibility and appropriateness of the request.

The decision of the committee will not be subject to the grievance procedure and neither the Association nor the District shall be held liable for a denial made by the committee.

- B. A written application to the sick bank is required and must be accompanied by a physician's statement which includes an estimate of the anticipated duration of the absence. If approved, the number of days will be multiplied by the member's per diem to determine the withdrawal amount from the sick bank.

Section 15: Replenishment of sick bank.

- A. When the dollar value in the sick bank falls below 10% of the initial balance, the bank will be replenished on the second day of the following school year by assessing each eligible member of the bargaining unit one (1) sick day.
- B. The balance of sick days left in the bank each year will be carried over to the beginning of the next school year.

Section 16: Restrictions and Limitations

- A. All eligible members of the bargaining unit are included for the participation in the sick bank program.
- B. A teacher may not receive donated sick days for the purpose of extending maternity leave beyond the approved six-week for general delivery and eight-week for cesarean delivery.
- C. A teacher requesting donated sick days may receive a maximum of thirty (30) days for any specific medical purpose. Once eligible for Long Term Disability, no additional days may be used from the sick bank.
- D. There is a lifetime maximum of 90 days use from the sick bank for any individual member.

## ARTICLE 14 – PERSONAL BUSINESS LEAVE

**Section 1:** A Teacher who must be absent from school to attend to personal business may use up to two (2) personal business leave days per school year without salary reduction.

- a) Two (2) personal business leave days will be credited to the accumulated leave at the beginning of the school year, provided the Teacher reported to work on the first contracted day. If the Teacher is absent on the first contracted day, the additional personal business leave shall be added upon the employee's resumption of the assignment.
- b) A Teacher may accumulate a total of three (3) days of personal business leave which shall be available for use during that school year.
- c) Any unused personal business leave days greater than three (3) days will be added to Teacher's sick day allotment prior to the beginning of the next school year.

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

**Section 3:** Up to one (1) day of additional personal business leave may be granted in a case of emergency to a Teacher at the sole discretion of the Superintendent or designee. This decision shall not be subject to the grievance procedure.

**Section 4:** A personal business leave day request shall be made by the Teacher through their supervisor or principal at least forty-eight (48) hours before the requested absence date. If the absence's immediacy renders a forty-eight (48) hour request impractical, the Teacher will communicate directly with their principal or supervisor.

- a) A request for a personal business leave day that falls immediately before or after a vacation period or holiday or on a professional development day, shall be granted only in emergency, for religious reasons, or extraordinary situations and must be approved by both the principal and the Superintendent or District Administration designee.
- b) The procedure for such requests shall be as follows:

The bargaining unit member must request the personal business leave day via email to both their immediate supervisor and to HR (via [hr@portageps.org](mailto:hr@portageps.org)) at least 5 school days in advance of the requested day if it falls immediately before or after a vacation period or holiday or on a professional development day. This 5 day rule may be waived by the Director of HR (or designee) if it is an emergency or an extraordinary situation. The request must include a reason for the request.

The District shall reply to the request within 3 school days. If the District does not respond within 3 school days, the leave is automatically approved.

- c) The decision of the Superintendent or designee shall not be subject to the grievance procedure.

Section 5: If there is a snow day or if school is closed for any other reason, Teachers will not be charged a personal business day.

## ARTICLE 15 - SPECIAL LEAVES

Section 1: Special leaves shall be defined as those leaves with pay and not chargeable against sick leave or business leave allowances.

Section 2: Special leaves shall include the following:

- a) Absence when a Teacher is called for jury duty or subpoenaed for a court appearance. The District will pay only the difference between the per diem rate of the Teacher and the amount received for services as a witness. The Teacher must return to her/his classroom if the Teachers presence as a juror is only needed for one-half (1/2) day or less.
- b) Court appearances as a witness in any case connected with the School. The District will pay only the difference between the per diem rate of the Teacher and the amount received for services as a witness. This Section shall not be in effect in any case in which the Teacher or the Association brings suit against the School District.
- c) Visitation at other schools and for attendance at educational conferences when approved by the Superintendent of Schools or a person so designated.
- d) Attendance at a ceremony at which the individual Teacher is being awarded a degree or special honor, for such portion of the day as may be necessary. The limit shall be one (1) day, unless there is mutual agreement with the Superintendent of Schools or his/her designee.
- e) If a Teacher is called from reserve status to active service as a member of the United States armed forces, such absence will be excused. The Teacher will be granted full pay for up to one (1) year, if he/she reimburses the District for the amount of military pay received for the absence.
- f) Leaves beyond the conditions established in this Section may be approved upon mutual agreement with the Superintendent of Schools or his/her designee.

Section 3: If a Teacher is elected to serve in the capacity of Portage Education Association President and is consequently assigned to a part-time teaching schedule (as is contemplated in Article 2, Section 13), that Teacher (if a full-time Teacher at the time that he/she becomes PEA President) shall be regarded as on a partial leave of absence from the School during their term of office. Upon the expiration of that term of office that Teacher shall be regarded as having the same rights as any other Teacher returning from a leave of absence. The Association shall reimburse the District on a current rate basis those sums paid to the Office of Retirement Services for all Association release time.

## ARTICLE 16-FUNERAL LEAVE

Section 1: The School shall grant a Teacher up to five (5) days with pay when death occurs in the immediate family. "Immediate family" shall be defined as spouse, son, daughter, son-in-law, daughter-in-law, mother, father, sister, sister-in-law, brother, brother-in-law, step-parent, step-child, parent-in-law, grandparent, or grandchild. Immediate family shall also include those persons who maintained a common legal residence with the Teacher at the time of death. HR may grant up to one (1) additional day for the death of other people who had a significant impact on a Teacher's life through a close personal relationship. This decision shall not be subject to the grievance procedure. Up to one (1) day with pay shall be granted when death occurs in the non-immediate family.

Section 2: When death occurs in the immediate family, and there are extenuating circumstances necessitating leave beyond that provided in Section 1, up to three (3) additional days of funeral leave will be provided at the request of the Teacher and charged to sick leave. Extenuating circumstances shall exist where distant travel is involved or where the Teacher has substantial responsibility for funeral arrangements. A Teacher will not be required to use business leave under Article 15 where he/she is eligible for leave under this Article.

Section 3: Up to one (1) day of funeral leave will be provided to attend the funeral of a friend per occurrence. This shall be limited to two (2) days per year and charged to the Teacher's sick leave account. This leave can be taken in half-day increments.

Teacher absences for leave under this Section will be limited by the District to ten (10%) percent of the Teachers in a building provided substitutes can be secured.

## ARTICLE 17 - NON-COMPENSABLE LEAVE

Section 1: Except as provided by law or specifically stated to the contrary herein, all leaves of absence set forth in this Article shall be without pay, without fringe benefits and without salary credit.

Section 2: Leaves of absence up to one (1) year shall be granted to tenured Teachers to allow them to pursue full-time study. Application for such leaves shall be made to the School in writing no less than thirty (30) days prior to the effective date of such leave, stating the length of time for which the leave is requested and the intent to pursue work leading to improved or additional endorsements as a certified teacher. Only leaves requested to begin at the start of the semester as indicated in the Portage School calendar will be approved.

Educational leaves shall be granted pursuant to the following procedures:

- a) Full-time study shall be interpreted as a load of twelve (12) semester hours (or equivalent in term hours). Where the leave is requested to cover more than one (1) semester (or term), Teachers may carry an average load of twelve (12) semester hours. Proof of compliance with the provisions of the leave shall include a transcript furnished by the teacher to the District.
- b) A Teacher returning from a leave of absence provided under this Section must notify the Human Resources Office at least sixty (60) days prior to the expiration date of the leave in order to permit planning, scheduling and placement. A Teacher returning from a leave of absence under this Section shall be returned to active employment, either at the beginning of the school year or at the beginning of the second semester.

Section 3: Leaves of absence for one (1) full school year may be granted to tenured Teachers with five (5) years of service for the purpose of community service or professional development which is directly related to the teacher's responsibilities. Examples of leaves which qualify under this Section are foreign and domestic Teacher exchange programs, and governmental service in Peace Corps, Vista or with a similar agency. Leaves may be granted under this Section for travel and/or cultural programs if a direct benefit to the District can be identified.

- a) A request for a leave under this Section must be made in writing by February 1 of the preceding school year and will be contingent upon the District's approval and ability to hire a qualified temporary replacement for the requested leave.
- b) A Teacher on leave for one (1) full school year must notify the School District in writing ninety (90) days before the termination of the leave of his/her intent to return to Portage Schools.
- c) Any Teacher who fills the position of a person on leave shall be made aware at the time

of assignment that the assignment is for one (1) year and employment thereafter will be at the discretion of the School District. Such temporary employees shall not have any assignment, transfer, layoff and recall rights unless the School District has indicated a desire to continue the Teacher's employment.

- d) A Teacher returning from a leave for a teacher exchange program or employment by a governmental agency shall be given credit on the salary schedule for the period of the one (1) year leave.

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

- a) A Teacher may apply for an unpaid leave of absence for reasons of child care or adoption. This unpaid leave of absence may be granted for up to two (2) semesters. The School reserves the right, in consultation with the teacher, to set the beginning and ending dates of leave so as to minimize impact on the instructional process.
- b) A Teacher may apply for an unpaid adoptive leave of absence to begin following the twenty-five (25) day parental leave (Article 13, Section 10). The duration of the leave and all other conditions will be the same as those outlined above for child care purposes (Section 4-a).
- c) This leave may not be taken intermittently, unless by a letter of agreement between the employee and the Director of Human Resources or designee.

Section 5: Any Teacher who is unable to perform the essential functions of their assignment because of a personal illness or disability which extends beyond the period for which sick leave pay is received under Article 13 of this Agreement may be granted a leave of absence under this Article for the balance of the school year in which accumulated sick leave is exhausted unless a longer interval is required due to the Teacher's eligibility under the Family and Medical Leave Act.

- a) Any application for such extended leave shall be in writing and supported by a physician's and/or licensed psychologist's statement. The District reserves the right to have a Teacher requesting leave under this provision evaluated by a physician and/or licensed psychologist selected by the District. The School shall be responsible for the cost of any examination by a School appointed physician or licensed psychologist.
- b) A Teacher may request renewal of leave for extended personal illness or disability, for up to a maximum of one additional school year after the school year in which sick leave pay is exhausted. Upon request, the Teacher will provide medical verification of the need for extended illness/disability leave.
- c) As a condition to returning from extended illness/disability leave, a Teacher shall

provide medical verification of his/her ability to return to work and to perform essential job functions. After review of the documentation provided by the Teacher, the District reserves the right to request that a returning Teacher be examined by a physician and/or licensed psychologist of the District's selection as a condition to the Teacher returning to work. The District shall be responsible for the cost of any examination by a District appointed physician or licensed psychologist. Upon receipt of the assessment, the District and the Teacher (and an Association representative, if requested by the Teacher) shall meet to review the assessments.

- d) Except as otherwise required by the Family and Medical Leave Act, a Teacher returning from extended illness/disability leave shall provide written notification of the Teacher's intent to return from leave at least thirty (30) days prior to expiration of the leave. The Teacher and the District may mutually agree that a Teacher may return from leave on less than thirty (30) days' notice prior to the expiration of the leave.

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

Section 7: Any leave or situation which might arise concerning leaves, which is not referred to in this Agreement, shall be left to the discretion of the Superintendent of Schools and/or their designee.

Section 8: If there is a snow day or if school is closed for any reason, Teachers will not be charged an unpaid leave day unless they are gone more than ten (10) continuous school days. When cancellations are required by law to be made up, and the Teacher works the designated make up day(s), the unpaid leave day(s) previously charged for the designated canceled day(s) will be credited back to the Teacher.

## ARTICLE 18-INSURANCE

### Section 1: HEALTH INSURANCE

- A. The District shall contribute the following amounts toward health insurance on a monthly basis:

Single = \$609.81

Dual = \$1275.30

Family = \$1663.12

These amounts shall increase on January 1<sup>st</sup> of each year this agreement is in effect by 95% of the maximum amount allowed by the state hard caps. If no hard caps exists, the District's contribution shall increase by the percentage increase in insurance costs from the previous year, up to 5%.

The District and Association agree to offer the following MESSA health insurance plans:

1. Balance+ \$1650/\$3300 with 20% co-insurance and 5-tier Rx
2. ABC Plan 1 \$ \$1650/\$3300 3-tier Rx
3. Choices \$500/\$1000 3-tier Rx
4. Choices \$1000/\$2000 with 3-tier Rx

If an eligible employee elects to enroll in one of the above health insurance plans, the District will contribute an amount equal to the amount in A above. An employee enrolled in health insurance coverage shall contribute the balance of said premium cost by way of payroll deduction.

Effective January 1, 2026, the Choices \$500/\$1000 3 tier Rx plan will no longer be available as an option.

- B. Health insurance shall be limited to one (1) policy if both spouses are employed by the District. The spouse enrolled as a dependent shall receive the cash stipend under this Article.
- C. Those full-time employees who elect not to participate in the health insurance program will receive one-half of the single subscriber amount specified in A above per month in lieu of such health insurance enrollment on the condition the employee first provides documentation that he/she has other health insurance that meets the minimum requirements affordability and coverage under the ACA. HR shall provide an appropriate form to bargaining unit members for cash in-lieu election during the open enrollment process. This choice must be made annually during open enrollment. The stipend will be prorated for employees working a 50% - 99%-contract.
- D. Applications for coverage or changes in coverage must be made through the Human Resources Department. Enrollment regulations established by the insurance carrier will apply.

- E. Premiums for additional benefits to be paid by the teacher must be payroll deducted.
- F. The subsidy will begin the first of the month following the date the insurance application is submitted to the Human Resources Department or the date the application is accepted by the carrier, whichever date comes later.
- G. The full subsidy is limited to full-time teachers. Those working on a part-time basis or less than a full year, or making an application for coverage after the original enrollment period, will receive a pro-rated subsidy.

Section 2: DENTAL INSURANCE thru MESSA

- A. The School will provide a group dental insurance program through MESSA as agreed by the parties, including sealants for all full-time eligible teachers and dependents subject to the conditions outlined in this Section. Dental insurance for part-time teachers will be on a pro-rated basis. All benefits, definitions and terms shall be in accordance with the master policy between the School and the insurance carrier. Effective 1/1/2026, coverage will change from 80/80/80/\$1000/80/\$1300 to 90/90/90/\$1700/90/\$1700
- B. For teachers to be eligible to receive this Dental-Insurance benefit, the following conditions must be fulfilled:
  - 1) Teachers must be actively employed or on paid sick leave. Active employment shall mean the teacher is fulfilling his/her assignment and working the hours expected.
  - 2) The teacher has filed all necessary forms with the School's Human Resources Office. The School shall not be liable for retroactive coverage.
  - 3) Requests for changes in coverage must be made through the Human Resources Department and meet the regulations established by the School and the carrier.
  - 4) If both spouses are employed by Portage Public Schools, coverage shall be limited to one policy.
- C. This Dental Insurance benefit shall commence on the date of employment provided the teacher has previously met all conditions established within this Section.

Section 3: LIFE INSURANCE thru MESSA

- A. The School will provide \$50,000 of basic term life insurance with \$50,000

A.D. & D., for regular full-time teachers as defined in Article 1. Teachers must be actively working at the time of enrollment in order to be eligible. If application is made after the established enrollment period, evidence of insurability will be required.

- B. Subject to all other conditions in this Section, the School will provide \$40,000 of basic term life insurance with \$40,000 A.D. & D. to all part-time teachers employed on a 50% to 99% contract.

#### Section 4: LONG TERM DISABILITY INSURANCE thru MESSA

- A. The School will provide long-term disability insurance for all teachers employed on at least a 25% contract, providing 66 2/3% of Schedule A salary (pro-rated for part-time teachers) up to a maximum of \$5,000 per month. Benefits would commence either the 61<sup>st</sup> calendar day for employees having sixty (60) or less days of accumulated sick leave or the day after expiration of accumulated sick leave for employees having more than sixty (60) days of accumulated sick leave and continue until age sixty-five (65).
- 1) All definitions and terms shall be in accordance with the master policy between the School and the insurance carrier.
  - 2) The School agrees to purchase the master policy referred to above in such a way that none of its terms or definitions will result in less protection for a teacher than did the master policy or policies in force at the time of this Agreement or to purchase the policy through MESSA. It is understood by the parties that such policy shall contain an automatic retirement offset, whether or not application is made for Retirement under the Public School Employees Retirement Act.
  - 3) In the event a teacher incurs serious illness or injury and exhausts-his/her personal accumulated sick leave pay or becomes eligible for Long-Term Disability Insurance, the School will continue to supply the teacher with fully paid health insurance for a period of months equal to the number of years the teacher has been employed by the School District with a minimum payment of twenty-four (24) months. To be eligible for this health insurance continuation, a teacher would have to be absent for a minimum of thirty (30) calendar days, and the School must be in receipt of a statement from the teacher's physician that the disability is of a continuous nature. At the time that such disabled teacher becomes eligible for another health insurance plan or program, the School District will no longer be obligated to provide a school-sponsored health insurance program.

## Section 5: VISION INSURANCE thru MESSA

- A. The School will provide a vision insurance program (VSP 3 Plus P 250CL) for all full-time eligible teachers and dependents subject to the conditions outlined in this Section. Vision insurance for part-time teachers will be on a pro-rated basis.

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

- B. For teachers to be eligible to receive this vision insurance benefit, the following conditions must be fulfilled:
- 1) Teachers must be actively employed or on paid sick leave. Active employment shall be interpreted to mean that the teacher is fulfilling his/her teaching assignment and working hours expected.
  - 2) The teacher has previously filed all necessary forms with the School's Human Resources Office. The School shall not be liable for retroactive payment.
  - 3) Requests for changes in coverage must be made through the Human Resources Department and meet the regulations established by the School and the carrier.
  - 4) If both spouses are employed by the Portage Public Schools coverage shall be limited to one policy.
  - 5) This benefit shall commence on the first day of employment or eligibility.

## Section 6: Flexible Spending Plan

All teachers may participate in a Flexible Spending Plan under the District's 125 Plan. The parties have agreed to create a Flexible Spending Plan with a third party administrator selected by the School District. This Plan includes medical reimbursement and dependent care reimbursement.

## ARTICLE 19 - GRIEVANCE PROCEDURE

**Section 1:** A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising out of the interpretation or application of this Agreement, except as follows:

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- a) The termination of services or failure to re-employ any Probationary Teacher. [The probationary Teacher being terminated shall have the right to be heard before the Board of Education providing such request is made in writing to the Superintendent within twenty (20) days following notification of termination by the Board.]
- b) Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers' Tenure Act.

**Section 2:** In the administration of the grievance procedure, the interests of the Teachers shall be the sole responsibility of the Association. The decision to undertake the arbitration process as provided for in this Agreement shall be exclusively the right of the Association or District. No individual Teacher may utilize the provisions of the arbitration procedure without prior approval in writing of the Association.

**Section 3:** A "working day", as used in this Article, shall mean a Teacher work day during the school year. During the summer recess (i.e., last Teacher work day until first Teacher work day in the next school year) a "working day" shall mean Monday through Friday. During the summer recess all time limits expressed as "working days" shall be doubled.

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

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

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

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

#### Section 4: PROCEDURE

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

If a satisfactory settlement is not reached as a result of the above meeting, the grievance must be reduced to writing and submitted within ten (10) working days from the date of the above discussion to the Supervisor or Principal for a decision. The Supervisor or Principal's answer must be given in writing within six (6) working days from the date of receipt.

STEP TWO - If the decision of the Supervisor or Principal is unacceptable to the Association, the Association may take the grievance to the appropriate Director or representative, provided the grievance is presented to the appropriate Director within six (6) working days following the Supervisor's or Principal's decision. The appropriate Director or representative shall give a signed decision in writing within six (6) working days following presentation of the grievance by the Association.

STEP THREE If the decision in STEP TWO is unacceptable to the Association, the Association shall so notify Human Resources within three (3) working days following the rendering of the decision in STEP TWO. At that time, the Association has the right to request a meeting with the Superintendent of Schools to present the facts upon which the grievance is based, remedy or correction that is requested, and the Section or Sections of the contract that have been violated. Such a meeting must be held within seven (7) working days from the date of request. The Superintendent's written decision must be delivered to the Association within seven (7) working days following the meeting with the Superintendent.

STEP FOUR - If a satisfactory settlement is not reached in the foregoing steps, and if such grievance involves the interpretation and application of the provisions of this Agreement, either party may request that the grievance be submitted to the American Arbitration Association to be arbitrated in accordance with its rules and procedures. A request for an arbitration hearing must be submitted in writing to the American Arbitration Association, with a copy to Human Resources, within thirty (30) days from the date of the rendering of the decision in STEP THREE.

The jurisdiction of the arbitrator shall be limited to the interpretation of the meaning and application of the provisions of this Agreement. They shall have no power to change, modify or alter the existing contract between the parties or any of the provisions of the same, or to change any salary schedules established in the contract. The fact that a grievance has been considered by the parties in the preceding steps of the grievance procedure shall not constitute

a waiver of jurisdictional limitations upon the arbitrator in this Agreement.

The arbitrator shall render a decision within thirty (30) days after the hearing on a grievance. The Arbitrator's decision shall be in keeping with, and may be addressed procedurally and substantively as enumerated within the Michigan Arbitration Act, Public Act 371 of 2012. The expenses of the arbitrator shall be shared equally by the District and the Association.

Any financial liability to the School District shall be limited to the amount of earnings actually lost, with deductions of all sums earned during this period. If an error is made in the calculation of a Teacher's salary, including remuneration from Schedules B and C, the District will be liable for the shortage. If an error should be made which results in overpayment to the Teacher, the Teacher shall be obligated to repay the School. Such liability on the Teacher and the District shall be limited to the current contract year.

The arbitrator shall not:

- a) Add to, subtract from, disregard, alter, or modify any of the terms of this agreement
- b) Establish salary scales or change any salary scales
- c) Change any practice, policy, or rule of the Board nor substitute his/her judgement for that of the Board as to the reasonableness of any such practice, policy, rule, or action taken by the Board
- d) Interpret state or federal law nor rule upon any matter that is a current prohibited subject of bargaining under Michigan Law.

If either party disputes the arbitrability of any grievance under the term of this Agreement, the arbitrator shall make his/her ruling thereon prior to hearing testimony concerning the merits of the grievance

Section 5: Any grievance in process at the expiration of this Agreement shall continue in process until resolution.

## ARTICLE 20 - SENIORITY

Section 1 : The term "seniority" as hereinafter used shall be the length of continuous service with the District since the Teacher's most recent date of hire. New Teachers hired by the District shall be considered as probationary Teachers as prescribed by the Tenure Act. Leaves of absence granted pursuant to this Agreement or periods of layoff shall not constitute an interruption in continuous service. A Teacher who is on leave or layoff will continue to accrue seniority and will maintain their place on the seniority list as if they were not on layoff or leave. Credit given for previous teaching experience shall not be considered for the purpose of accumulating seniority, but may serve to reduce the probationary period in accordance with the provisions of the Tenure Act.

Section 2: The District shall prepare one list by date of seniority for Teachers certified in grades kindergarten through twelve. The list shall be prepared so that Teachers certified in grades K-8 (including Young Five's, Great Start Readiness Program, and Early Childhood Special Education) and Teachers certified in grades 7-12 are placed in the same relative positions as previously established by lot.

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

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

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

It is the employee's duty to make sure the District's records are correct and to notify the District, in writing, of any inaccuracies or changes in the employee's certification and qualifications.

Section 4: The seniority for those Teachers having the same date of hire shall be determined by using a random number generator implemented by human resources in partnership with the PEA President.

Section 5: Portage Public Schools retirees who return to teaching within the District shall be

treated as new hires and will be assigned a seniority number after all other new hires for the school year.

Newly Hired retirees shall be placed no lower than Step 7 of the applicable lane and shall not exceed Step 14 of the Schedule A pay scale.

Retirees who worked for the District for at least 10 years prior to their retirement shall be placed no lower than Step 10 of the applicable lane and shall not exceed Step 17 of the Schedule A pay scale.

Retirees are not eligible to receive either cash-in-lieu payments or other insurance benefits as described in Article 18; however, retirees shall be eligible for health insurance if they do not otherwise have health insurance meeting the affordability and coverage requirements of the Affordable Care Act.

Retirees shall not be entitled to benefits concerning any retirement incentive, including sick leave pay out.

## ARTICLE 21 - TEACHER PLACEMENT, TRANSFER, AND REDUCTION/RECALL

Section 1: Decisions about placement, reduction/recall, and transfers of teachers (including all teachers as defined under Revised School Code Section 1249) shall be made with the following criteria. The parties agree that procedures established in this Article for placement, and reduction/recall constitute clear and transparent procedures as required under Revised School Code Section 1248.

### Section 2: Notification of Vacancies

The Superintendent or designee decides when a vacancy exists and when a posting is made. Notification of vacancies shall be provided as follows:

- A. Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via email to each bargaining unit employee with a copy of such posting sent to the Association. Positions as described above shall be posted at least seven (7) calendar days prior to being filled. Bargaining unit employees may apply for such positions by submitting the required documentation to the District's application portal. Said positions shall be filled in accordance with the procedures outlined in Section 3 below.
- B. Bargaining unit members who apply for a vacancy and meet the qualifications outlined in the job posting shall receive an interview for the vacancy.

### Section 3: System for Placement, Transfers, and Reduction / Recall of Teachers

- A. The Superintendent or designee decides placement decisions, when a vacancy exists, and when a posting is made. Acting within the approved budget, the Superintendent determines when a reduction in staff is necessary due to program, curricular, or other operational considerations. The Superintendent will recommend to the Board the positions to be reduced. Teacher placement decisions and reduction/recall decisions will be made by the Superintendent or Board consistent with Revised School Code Section 1248. The Superintendent or designee shall provide written notice of reduction in force or recall decisions to each affected Teacher and to the Association.
- B. The Superintendent, with authority from the Board, has discretion to place, transfer, and layoff/recall teachers in positions for which they are certified for, a reason that is not arbitrary or capricious, including but not limited to the following factors:
  - 1. Qualifications and Credentials, including those necessary for compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
  - 2. Credentials needed for District, school, or program accreditation;
  - 3. Effectiveness based on previous evaluations;

4. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
  5. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
  6. Disciplinary record, if any;
  7. Length of service in grade level(s) or subject area(s);
  8. Recency of relevant and comparable teaching assignments;
  9. Rapport with colleagues, parents, and students;
- C. Seniority as defined in Article 20 may be used as a tie-breaker if a Teacher placement decision involves 2 or more teachers and all other distinguishing factors are equal.
- D. If a Teacher petitions for nullification of a teaching certificate or endorsement, the Teacher must promptly provide written notice of that petition to the Superintendent's office.

#### Section 5: Recall Process

- A. A Teacher is eligible for recall under this Article for 18 months from the date the District implemented the reduction in force.
- B. The Superintendent will first identify the grade level(s), academic level(s), or department(s) with a teaching vacancy.
- C. Before or in lieu of initiating the recall of a laid-off Teacher, the Superintendent may reassign a teacher to fill vacancies in accordance with Section 3 of this Article.
- D. After or in lieu of any reassignment of existing teaching staff, the Superintendent may fill a vacancy by:
  1. Recall the laid-off Teacher who is certified and qualified for the vacancy if that Teacher's most recent year end evaluation was at least effective. If more than one (1) laid-off Teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee shall fill the vacancy in accordance with this Article.
  2. The Superintendent or designee shall post the vacancy in accordance with this Article if the Superintendent determines that no Teacher on layoff meets the certification and qualification requirements of the position.
- E. To be eligible for recall, Teachers must be fully qualified in all aspects of their assignments as outlined in Section 3 of this Article.
- F. Teachers must provide the District with current contact information (address, phone, and email address) and documentation supporting the Teacher's certification and qualifications. Failure to maintain current contact information may negatively affect the Teacher's recall.
- G. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled Teachers and shall establish the time within which a Teacher must accept recall to preserve the Teachers employment rights.

- H. A laid-off Teacher who is recalled and does not accept recall by the time specified in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

**Section 4: Grievance Procedure.**

An alleged violation of this Article is not subject to arbitration in the grievance process.

## ARTICLE 22 – EVALUATION

### Section 1: Teacher Evaluation.

- A. Teachers will be evaluated pursuant to the [5D+] performance evaluation system. The District will measure student growth as 20% of the evaluation in the manner it did for the 2023-2024 school year until the Student Growth Committee determines the criteria for the student growth component.
- B. The District will comply with all evaluation procedural requirements in the Revised School Code and the Teacher Tenure Act.
- C. The District's student growth committee shall meet by May 1, 2025 to determine the criteria for the student growth component for future years for each level or subject area. See attached Letter of Agreement.
- D. Student growth data from specific students with extreme circumstances that prohibit an accurate measure of growth will not be included in a Teacher's student growth component if written consent is provided by the Teacher's principal/evaluator.
- E. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If a teacher exhibits performance deficiencies and is placed on an IDP, is assigned to a different position, or is subsequently rated below "effective" on a year-end evaluation, the Teacher may in the district's discretion be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.
- F. Bargaining unit members shall not evaluate other bargaining unit members.
- G. Probationary Teachers cannot challenge any aspect of the evaluation process, including observations, the IDP, the mid-year performance review or their assigned rating, unless otherwise provided by law.

### Section 2: Ancillary Staff Evaluation.

- A. Ancillary staff will be evaluated pursuant to the performance evaluation system utilized for 2023-2024.
- B. Ancillary staff may be evaluated annually. If an ancillary staff member has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If an ancillary staff member exhibits performance deficiencies and is placed on an IDP, is assigned to a different position, or is subsequently rated below "effective" on a year-end evaluation, the ancillary staff member may in the district's discretion be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.

### Section 3: Grievance Procedure

- A. An alleged violation of this Article is not subject to arbitration in the grievance process. An Arbitrator, however, has jurisdiction to consider a grievance filed under the grievance

procedure by a tenured teacher who receives two (2) consecutive ratings of “needing support.”

## ARTICLE 23 - PROFESSIONAL COMPENSATION

Section 1 : The salaries of Teachers covered by this Agreement are set forth in Schedule A.

Section 2: The salary schedule is based upon the Teacher's normal working hours as defined herein. The District will not require Teachers to regularly work in excess of the normal working hours, except that those Teachers receiving compensation for extra pay items, as set forth in Schedules B and C, shall be expected to work additional or different hours and shall receive the supplemental salary as set forth opposite their position in the aforesaid Schedules B and/or C.

Section 3: Initial placement on the salary schedule upon initial hiring shall be made by the District within the discretion of the Superintendent of Schools.

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

Section 5: An amount of 0.2% of the base of the Bachelor's Degree Schedule as shown on Schedule A, per semester hour shall be added to the appropriate step of Schedule A of a Teacher with a B.A. or B.S. degree for each hour of graduate credit earned. Such reimbursement shall be made provided:

- a) The credit was earned from an accredited institution of higher education designated as a four-year college or university and it is leading to a Masters degree. Courses approved prior to July 1, 2024 do not need to meet this condition.
- b) That all courses were approved on the appropriate form by the Superintendent of Schools or his/her designee prior to the Teacher's registration for the course.
- c) Bargaining unit members will be eligible for the adjustment following submission of proof of satisfactory completion of the course. Adjustments shall occur at the beginning of each semester if all eligibility requirements are met.
- d) The maximum number of hours reimbursed shall be thirty (30) hours minus those hours required for permanent or continuing certification.
- e) Excluding members who have already received reimbursement of the predecessor of this benefit.

In order to receive salary adjustments based on this Section for the fall semester, passing grades must be submitted at least two (2) weeks prior to the commencement of the semester. The maximum total number of hours reimbursed shall be nine (9) credits per semester.

Section 6: After having been awarded a Master's Degree, a Teacher will be advanced to the

appropriate Master's step on Schedule A at the beginning of the next semester following the District's receipt of verification of attainment, provided:

- a) The M.A. degree is awarded in a discipline (or in the teaching of a discipline) which is recognized as an endorsement on the Teacher's teaching certificate or is in a professional area which fulfills an educational service approved by the Board.
- b) The M.A. degree has been awarded by a college or university which is appropriately accredited to award such degree
- c) The M.A. degree meets any other certification standards established by the Michigan State Board of Education.
- d) The Teacher has provided verification (i.e., academic transcript) evidencing attainment of the M.A. Degree at least two (2) weeks prior to the commencement of the semester in which transition to the M.A. Degree column is desired.

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

Section 7: An amount of 0.2% of the base of the Bachelor's Degree Schedule as shown on Schedule A per semester hour shall be added to the appropriate step of Schedule A-of a Teacher for each semester hours of approved graduate credit earned after placement on the Master's Degree Schedule. Such reimbursement shall be made provided:

- a) The graduate credit was earned from an accredited institution of higher education designated as a four-year college or university and it is leading to another Masters or Doctoral degree. Courses approved prior to July 1, 2024 do not need to meet this condition.
- b) That all courses were approved on the appropriate form by the District prior to the Teachers registration for the course.
- c) Bargaining unit members will be eligible for the adjustment following submission of proof of satisfactory completion of the course. Adjustments shall occur at the beginning of each semester if all eligibility requirements are met.
- d) The maximum number of hours reimbursed shall be thirty (30) hours.

In order to receive salary adjustments based on this Section for the fall semester, passing grades must be submitted at least two (2) weeks prior to the commencement of the semester. The maximum total number of hours reimbursed shall be nine (9) credits per semester.

### Section 8: Summer School

- a) Pay for summer school instructors shall be at an hourly rate of \$40.
- b) Teachers shall be paid on the following basis: For each three and one-half (3 ½) hours of classroom instruction, an additional one-half (1/2) hours shall be added for preparation time.
- c) Applications for summer school teaching shall be filed with the District when the application process is open each year. Such applications will be renewed by the Teacher for each subsequent summer school session. In filling vacancies, the decision of the District will be final. However, preference will be given to regularly employed Teachers in the District.

### Section 9: National Board Certification

- a) Employees who successfully pursue National Board Certification will receive an additional 2.0% rolled into their base salary.
- b) Application for National Board Certification must be approved by the Superintendent prior to registration for the process.
- c) The District will reimburse employees for all expenses, for one test of each portion of National Board Certification. This reimbursement shall occur upon successful attainment of their certification.
- d) The District, in its discretion, may also award the additional 2.0% rolled into the Teacher's base salary, with reimbursement for expenses, for other National Certifications.

### Section 10: Guidance Personnel

Guidance personnel will receive \$40 per hour for work required outside the negotiated calendar that is not related to master scheduling. Those individuals will have the option to receive compensatory time, up to one (1) full day in lieu of pay, to be taken with the approval of the Building Principal. (One (1) hour of work equals one (1) hour of compensatory time.)

High school guidance counselors assigned to create the building master schedule for the following year shall receive a Schedule B stipend. This stipend will be paid on the final pay of the contract year.

### Section 11: Grant Writing Compensation Concept

Any individual(s) who successfully write(s) a grant pre-approved by the Superintendent or designee which is funded in all or part and maximizes indirect costs to the District shall be entitled to an amount equivalent to ten (10%) percent of the funded indirect costs not to exceed \$5,000. A second year application of a similar grant shall be entitled to an amount equivalent to five (5%) percent of the funded indirect costs not to exceed \$2,500. All grant applications

must be pre- approved by the Superintendent or designee and have a positive net impact on the bottom line of the District.

Section 12: Curriculum & Summer Work

Teachers performing curriculum work during the summer shall be paid 0.09% of the BA Step-1 base per hour.

Section 13: Substitute Pay

The District and the Association recognize that occasionally a building may not be able to locate a Substitute Teacher to supervise a class for an absent Teacher. If another Teacher from the building volunteers to supervise a class for a full hour or a period, and thus foregoes their planning period for the day, or if a Teacher doubles their student class load for an hour, the District will compensate that teacher 0.07% of the BA Step-1 base per hour. This time will be accumulated and will be paid within two (2) pay periods after the substitute service is performed. Teachers may volunteer to supervise classes during their planning period by signing a roster at the beginning of the school year.

Section 14: The District reserves the right to award a larger increment in any given year to those Teachers with one or more years' experience in the Portage Schools who, in the estimation of the Superintendent of Schools, deserve special consideration.

Section 15: Human Resources will notify Teachers in writing by May 1 of each school year asking them to select 22 or 26 pay periods for the following year if they desire to change their selection. Teachers who do not notify Human Resources in writing by August 2 will be paid on the same basis as they received in the prior school year for the following school year. Teachers do not need to respond if they do not want to change their number of pay periods. New hires will make their choice of 22 or 26 pay periods for the school year upon hiring.

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

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

Section 16: Previously granted credit for teaching experience, military service, related experience in business and industry, merit increments, or extra pay for services not specified in this Agreement shall not be taken away from any teacher by reason of this Agreement.

Section 17: MA+30 Special Circumstances

Teachers hired with a Masters Degree that required 60+ credits for completion (e.g. Speech Language Pathologists and/or School Psychologists) shall be placed on the MA+ lane. This

applies to all current and future teachers.

ARTICLE 24 - RETIREMENT INCENTIVE

Section 1: The District will deposit into a 403(b) Special Pay Plan account, on behalf of an eligible, full time Teacher, an amount equal to 0.6 of Schedule A B.A. Step 1. Part-time Teachers shall receive a pro-rata share, unless they have been employed in the group full time within the past 5 years. This deposit will be made not later than the first day of the month in which an eligible Teacher's resignation becomes effective. The Teacher will have the ability, once the deposit has been made, to utilize the funds in a manner consistent with the options within the Special Pay Plan, which includes an option to purchase service credit to the extent permitted by MPSERS.

Eligibility requirements are: a Teacher is on the 25 step of Schedule A, or has taught twenty-five (25) years for Portage Public Schools, provided that written notice of retirement must be received by the Human Resources Department on or before February 15 in their final year of employment. Teachers who are eligible for the retirement incentive who plan on retiring at the end of the first semester must provide written notice to the Human Resources Department on or before October 1 of their final year of employment.

Section 2: When a Teacher retires from the School District and makes application to draw retirement under MPSERS, the District will make a payment to said retiring Teacher on or before the close of the month following the Teacher's MPSERS retirement date of that Teacher's accumulated sick leave pursuant to the following schedule:

<u>Accumulated Sick Leave</u>	<u>Payment Per Day (of BA base)</u>
90 or more days	.04% of BA base
70 days to 89.9 days	.03% of BA base
50 days to 69.9 days	.02% of BA base

## ARTICLE 25 - TEACHING CALENDAR

Section 1: Contract year for Teachers shall be one hundred one hundred eighty-seven (187) working days. For the purpose of this Agreement, the parties have agreed in Article 9, Section 5, and in the negotiation of the school calendar, that time which must be made up as the result of "act of God" days is a part of the Teachers' normal contractual and work year and that no additional compensation is due unit members.

The calendar will have 180 student days and 187 Teacher work days. \*

Section 2: Six (6) hours of professional development (excluding lunch) equals one (1) professional development day.

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

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

## ARTICLE 26 - MISCELLANEOUS PROVISIONS

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

Section 2: If any Article or Section of this Agreement shall be found to be contrary to existing law, this shall not invalidate any of the other Articles or Sections of this Agreement.

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

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

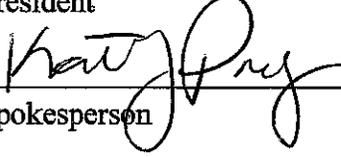
ARTICLE 27 -DURATION OF THIS AGREEMENT

Section 1: This Agreement shall become effective upon ratification by the Board and the Association and will remain in effect until midnight of June 30, 2027. The parties agree that negotiations for a successor contract will begin not less than ninety (90) days prior to the expiration of this Agreement. The parties agree to meet for an opener for salaries (including steps and lanes) for the 2025-2026 and 2026-2027 school years.

Section 2: As of the undersigned date, the parties agree that the opener for 2025-2026 and 2026-2027 is complete and that the contract rates are effective on the 1<sup>st</sup> day of the contract year for both school years.

**PORTAGE EDUCATION ASSOCIATION**

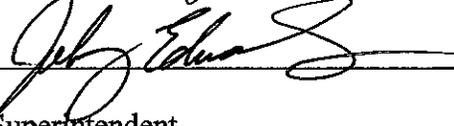
By:   
Its President

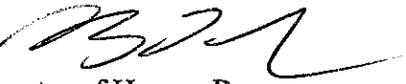
By:   
Its Spokesperson

By  
Its Spokesperson

**PORTAGE PUBLIC SCHOOLS  
BOARD OF EDUCATION**

By:   
Its President

By:   
Its Superintendent

By   
Its: Director of Human Resources

**Schedule A  
2024-2025  
- No Teacher starts below Step 3  
Steps and Lanes Granted**

<b>STEP</b>	<b>BA</b>	<b>MA</b>	<b>MA+</b>
1.00	\$40,043	\$42,445	\$44,991
2.00	\$42,044	\$44,568	\$47,241
3.00	\$44,147	\$46,796	\$49,604
4.00	\$46,354	\$49,135	\$52,083
5.00	\$48,672	\$51,593	\$54,687
6.00	\$51,106	\$54,172	\$57,422
7.00	\$53,661	\$56,880	\$60,293
8.00	\$56,344	\$59,725	\$63,307
9.00	\$59,161	\$62,711	\$66,473
10.00	\$62,119	\$65,846	\$69,797
11.00	\$65,225	\$69,139	\$73,287
12.00	\$68,487	\$72,595	\$76,951
13.00	\$69,171	\$76,226	\$80,798
14.00	\$69,863	\$80,036	\$84,839
15.00	\$70,562	\$80,837	\$85,687
16.00	\$71,267	\$81,646	\$86,544
17.00	\$71,980	\$82,462	\$87,409
18.00	\$72,699	\$83,287	\$88,283
19.00	\$73,427	\$84,119	\$89,166
20.00	\$74,161	\$84,961	\$90,058
21.00	\$74,903	\$85,811	\$90,959
22.00	\$75,651	\$86,668	\$91,868
23.00	\$76,408	\$87,535	\$92,786
24.00	\$77,172	\$88,411	\$93,715
25.00	\$77,944	\$89,295	\$94,652
26.00	\$78,724	\$90,187	\$95,598
27.00	\$79,511	\$91,089	\$96,554
28.00	\$80,306	\$92,000	\$97,519
29.00	\$81,109	\$92,920	\$98,495
30.00	\$81,920	\$93,849	\$99,480

Schedule A - 2025-2026  
 No Teacher starts below Step 3  
 Steps and Lanes Granted

STEP	BA	MA	MA+
1.00	\$41,645	\$44,143	\$46,791
2.00	\$43,726	\$46,351	\$49,131
3.00	\$45,913	\$48,668	\$51,588
4.00	\$48,208	\$51,100	\$54,166
5.00	\$50,619	\$53,657	\$56,874
6.00	\$53,150	\$56,339	\$59,719
7.00	\$55,807	\$59,155	\$62,705
8.00	\$58,598	\$62,114	\$65,839
9.00	\$61,527	\$65,219	\$69,132
10.00	\$64,604	\$68,480	\$72,589
11.00	\$67,834	\$71,905	\$76,218
12.00	\$71,226	\$75,499	\$80,029
13.00	\$71,938	\$79,275	\$84,030
14.00	\$72,658	\$83,237	\$88,233
15.00	\$73,384	\$84,070	\$89,114
16.00	\$74,118	\$84,912	\$90,006
17.00	\$74,859	\$85,760	\$90,905
18.00	\$75,607	\$86,618	\$91,814
19.00	\$76,364	\$87,484	\$92,733
20.00	\$77,127	\$88,359	\$93,660
21.00	\$77,899	\$89,243	\$94,597
22.00	\$78,677	\$90,135	\$95,543
23.00	\$79,464	\$91,036	\$96,497
24.00	\$80,259	\$91,947	\$97,464
25.00	\$81,062	\$92,867	\$98,438
26.00	\$81,873	\$93,794	\$99,422
27.00	\$82,691	\$94,733	\$100,416
28.00	\$83,518	\$95,680	\$101,420
29.00	\$84,353	\$96,637	\$102,435
30.00	\$85,197	\$97,603	\$103,459

Schedule A - 2026-2027  
 No Teacher starts below Step 3  
 Steps and Lanes Granted

STEP	BA	MA	MA+
1.00	\$43,311	\$45,909	\$48,662
2.00	\$45,475	\$48,205	\$51,096
3.00	\$47,749	\$50,615	\$53,652
4.00	\$50,136	\$53,144	\$56,333
5.00	\$52,644	\$55,803	\$59,149
6.00	\$55,276	\$58,592	\$62,108
7.00	\$58,040	\$61,521	\$65,213
8.00	\$60,942	\$64,599	\$68,473
9.00	\$63,989	\$67,828	\$71,897
10.00	\$67,188	\$71,219	\$75,492
11.00	\$70,547	\$74,781	\$79,267
12.00	\$74,076	\$78,519	\$83,230
13.00	\$74,815	\$82,446	\$87,391
14.00	\$75,564	\$86,567	\$91,762
15.00	\$76,320	\$87,433	\$92,679
16.00	\$77,082	\$88,308	\$93,606
17.00	\$77,854	\$89,191	\$94,542
18.00	\$78,631	\$90,083	\$95,487
19.00	\$79,419	\$90,983	\$96,442
20.00	\$80,213	\$91,894	\$97,407
21.00	\$81,015	\$92,813	\$98,381
22.00	\$81,824	\$93,740	\$99,364
23.00	\$82,643	\$94,678	\$100,357
24.00	\$83,469	\$95,625	\$101,362
25.00	\$84,304	\$96,581	\$102,376
26.00	\$85,148	\$97,546	\$103,399
27.00	\$85,999	\$98,522	\$104,433
28.00	\$86,859	\$99,507	\$105,477
29.00	\$87,727	\$100,502	\$106,532
30.00	\$88,605	\$101,507	\$107,598

## SCHEDULE B

### EXTRA/CO-CURRICULAR PAY SCHEDULE

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

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

Section 3: It is further agreed that extra payment for Schedule B positions is limited to the performance of duties which are in addition to what would be expected of a teacher in fulfillment of a normal teaching load (Article 7).

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

Section 5: The schedule index for the duration of this Agreement shall be 10%.

Section 6: The following formula will be used to determine payment on Schedule B:

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

Section 7: The following position will be paid on a flat fee

basis : Bookstore    1% of BA-1 base per year

Section 8: There is no tenure in any position on this schedule.

Section 9: The establishment of and appointment to positions within this Schedule is an administrative responsibility. The listing of a position on Schedule B does not require the School to fill each position.

Section 10: If the School approves the alteration of the duties of any position on Schedule B to the extent that a significant change in duties occurs or if the School approves the establishment of a new position, the School will negotiate with the Association the revision of the Index to be applied to the affected position.

Section 11: Permission to supervise extra/curricular activities must be secured in advance of the activity from the principal. This provision applies to activities not listed as positions above, which are held during evenings or weekend hours. If payment is authorized, the supervisor for such activities will be paid at the rate of 0.05% of BA Step 1 per hour to a maximum of 12 hours per day during the term of this Agreement. For fifth grade camp, \$150 extra per overnight to provide the necessary duties as defined by the administration. Time sheets need to be turned in no later than one week after returning from camp or supervising the activity.

Section 12: A stipend of 0.3% of BA-1 may be paid for the sponsorship of a club. The building principal may approve this payment based upon student participation, club activities and value to the school.

Section 13: An additional payment of 0.3% of BA-1 will be made to Debate and Forensics Head Coaches and Band, Orchestra, and Choir Directors for each week after the regular season when post season competition takes place for the Program. This will be made only for weeks which are necessary to qualify the team or solo/ensemble for the next level of competition as determined by both the Teacher and Building Administrator prior to the start of the competitive season. The Teacher will submit a request for postseason pay to the Administrator for submission to Payroll no later than June 1 of the current contract year.

Section 14: Elementary and Middle School improvement chairs are selected by building principal and are paid 3% of BA-1.

Section 15: Team Leaders will be reimbursed 0.1% of BA-1 per hour when they are performing leadership roles as designated by the appropriate director. Prior approval is required when a Team Leader initiates responsibilities that will result in the higher pay.

Section 16: For the purpose of representation and with authorization from the Director of Curriculum and Professional Development, the building principal may appoint additional individuals to represent departments. \* These individuals may also be requested to attend other functions that are required by building chairs.

For meetings outside the school day, compensation shall be the curriculum rate of 0.09% of the BA Step-1 base per hour. In the event the responsibilities require leading a meeting or conducting professional development, the compensation shall be 0.105% of BA-1 per hour.

In lieu of the additional stipend and with the consent of the PEA members involved, the principal may continue to elect to split the Schedule B amount between two (2) or more members.

\*To represent departments in a building that do not have the option of a 100% building chair.

Section 17: The Administration shall develop written expectations for the supervision and evaluation of coaches and advisors.

All coaches and advisors shall be evaluated annually. Individuals will be evaluated on their responsibilities throughout the calendar year. This evaluation will be completed within thirty (30) school days after completion of season or contract. The coach/advisor will review, sign and be given a copy of the evaluation. Signing does not necessarily indicate agreement with the evaluation. Upon receipt of the evaluation, the coach/advisor will have five (5) school days to submit a written response to be attached to the evaluation prior to it being placed in his or her personnel file.

An unsatisfactory evaluation should include an individual improvement plan when applicable.

Head coaches and advisors shall be evaluated by the principal or his/her designee. Assistant coaches or advisors will be evaluated by the head coach or advisor; however, that evaluation does not preclude additional evaluation by a district administrator.

For head coaches, if no written evaluation is given, then the evaluation shall be deemed satisfactory for that season/contract period.

Satisfactory evaluations will entitle the coach/advisor to continue in that position in the absence of extenuating circumstances.

Section 18: Middle School Schedule B positions will be paid at the end of their season

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 15
2026-2026										
Schedule B										
Base is 41645X.1	\$4,165									
	Index									
	Max FTE per Building									
	Community High									
	Hyflex Instruction									
Product/Director - HS Musical	1.00	\$5,972	\$7,010	\$7,160	\$7,293	\$7,439	\$7,588	\$7,738	\$7,894	\$8,465
Forensics - HS	1.00	\$5,967	\$5,795	\$5,650	\$5,967	\$6,086	\$6,208	\$6,332	\$6,459	\$6,588
Band Director - HS	1.00	\$5,623	\$5,735	\$5,650	\$5,967	\$6,086	\$6,208	\$6,332	\$6,459	\$6,588
Debate	1.00	\$4,165	\$4,248	\$4,333	\$4,420	\$4,506	\$4,598	\$4,680	\$4,764	\$5,124
Guidance Director - HS	1.00	\$4,165	\$4,248	\$4,333	\$4,420	\$4,506	\$4,598	\$4,680	\$4,764	\$5,124
PreK-12 Team Leaders	1.00	\$4,165	\$4,248	\$4,333	\$4,420	\$4,506	\$4,598	\$4,680	\$4,764	\$5,124
Yearbook - HS	1.00	\$4,165	\$4,248	\$4,333	\$4,420	\$4,506	\$4,598	\$4,680	\$4,764	\$5,124
Dramatics - HS - Per Play	1.00	\$4,165	\$4,248	\$4,333	\$4,420	\$4,506	\$4,598	\$4,680	\$4,764	\$5,124
Student Council - HS	1.00	\$3,924	\$3,999	\$3,770	\$3,845	\$3,922	\$4,001	\$4,081	\$4,162	\$4,246
Newspaper - HS	1.00	\$3,332	\$3,389	\$3,467	\$3,536	\$3,607	\$3,679	\$3,752	\$3,827	\$4,089
Director of Chorus - HS	1.00	\$3,332	\$3,389	\$3,467	\$3,536	\$3,607	\$3,679	\$3,752	\$3,827	\$4,089
Vocal Director - HS Musical	1.00	\$3,332	\$3,389	\$3,467	\$3,536	\$3,607	\$3,679	\$3,752	\$3,827	\$4,089
HS Counselor - Master Schedule Stipend	2.00	\$2,916	\$2,974	\$3,033	\$3,094	\$3,156	\$3,219	\$3,283	\$3,349	\$3,697
Orchestra Director - HS	1.00	\$2,916	\$2,974	\$3,033	\$3,094	\$3,156	\$3,219	\$3,283	\$3,349	\$3,697
IECA Sponsor	1.00	\$2,707	\$2,761	\$2,817	\$2,873	\$2,930	\$2,989	\$3,048	\$3,110	\$3,331
Senior Class Sponsor	1.00	\$2,582	\$2,634	\$2,687	\$2,740	\$2,795	\$2,851	\$2,908	\$2,968	\$3,177
Student Council - MS	1.00	\$2,499	\$2,549	\$2,600	\$2,652	\$2,706	\$2,768	\$2,814	\$2,871	\$3,074
Orchestra Director - HS Musical	1.00	\$2,499	\$2,549	\$2,600	\$2,652	\$2,706	\$2,768	\$2,814	\$2,871	\$3,074
Science Olympiad Team - HS	1.00	\$2,467	\$2,506	\$2,557	\$2,608	\$2,660	\$2,713	\$2,767	\$2,823	\$3,023
Junior Class Sponsor	1.00	\$1,999	\$2,039	\$2,080	\$2,122	\$2,164	\$2,207	\$2,251	\$2,296	\$2,480
Building Chaperons	0.44	\$1,833	\$1,869	\$1,907	\$1,946	\$1,984	\$2,023	\$2,064	\$2,105	\$2,147
Wellness Coordinator	0.44	\$1,833	\$1,869	\$1,907	\$1,946	\$1,984	\$2,023	\$2,064	\$2,105	\$2,147
Science Materials Coordinator	0.44	\$1,833	\$1,869	\$1,907	\$1,946	\$1,984	\$2,023	\$2,064	\$2,105	\$2,147
Intern Coordinator	0.44	\$1,833	\$1,869	\$1,907	\$1,946	\$1,984	\$2,023	\$2,064	\$2,105	\$2,147
Student Council - Elementary	1.00	\$1,833	\$1,869	\$1,907	\$1,946	\$1,984	\$2,023	\$2,064	\$2,105	\$2,147
BPA Sponsor	0.44	\$1,833	\$1,869	\$1,907	\$1,946	\$1,984	\$2,023	\$2,064	\$2,105	\$2,147
HS Concessions Manager	1.00	\$1,833	\$1,869	\$1,907	\$1,946	\$1,984	\$2,023	\$2,064	\$2,105	\$2,147
(1 Per season)	0.44	\$1,833	\$1,869	\$1,907	\$1,946	\$1,984	\$2,023	\$2,064	\$2,105	\$2,147
Band Assistant	1.00	\$1,666	\$1,689	\$1,733	\$1,768	\$1,803	\$1,839	\$1,876	\$1,914	\$2,050
Assistant Forensics - HS	3.00	\$1,593	\$1,614	\$1,647	\$1,680	\$1,713	\$1,747	\$1,782	\$1,818	\$1,947
Assistant Debate - HS	1.00	\$1,585	\$1,614	\$1,647	\$1,680	\$1,713	\$1,747	\$1,782	\$1,818	\$1,947
Jazz Band (MS & HS)	1.00	\$1,250	\$1,274	\$1,300	\$1,328	\$1,352	\$1,380	\$1,407	\$1,435	\$1,557
Choreographer - HS Musical	1.00	\$1,250	\$1,274	\$1,300	\$1,328	\$1,352	\$1,380	\$1,407	\$1,435	\$1,557
Director - MS Musical	1.00	\$1,250	\$1,274	\$1,300	\$1,328	\$1,352	\$1,380	\$1,407	\$1,435	\$1,557
Safety Patrol - Elementary	1.00	\$1,166	\$1,190	\$1,213	\$1,238	\$1,262	\$1,288	\$1,313	\$1,340	\$1,436
Stage Supervisor/USITT - HS	0.28	\$1,166	\$1,190	\$1,213	\$1,238	\$1,262	\$1,288	\$1,313	\$1,340	\$1,436
Link Crew Lead / WEB Lead	2.00	\$1,165	\$1,190	\$1,213	\$1,238	\$1,262	\$1,288	\$1,313	\$1,340	\$1,436
Link Crew Advisor/WEB Advisor	1.00 per level	\$1,165	\$1,190	\$1,213	\$1,238	\$1,262	\$1,288	\$1,313	\$1,340	\$1,436
Yearbook - MS	3.0 per HS / 2.0 MS	\$1,041	\$1,062	\$1,083	\$1,105	\$1,127	\$1,150	\$1,173	\$1,198	\$1,281
Forensics/Debate - MS - each season	1 (2 seasons)	\$1,041	\$1,062	\$1,083	\$1,105	\$1,127	\$1,150	\$1,173	\$1,198	\$1,281
Vocal Director - MS Musical	1.00	\$1,041	\$1,062	\$1,083	\$1,105	\$1,127	\$1,150	\$1,173	\$1,198	\$1,281
Archery	1.00	\$1,041	\$1,062	\$1,083	\$1,105	\$1,127	\$1,150	\$1,173	\$1,198	\$1,281
Band Director - MS	1.00	\$1,041	\$1,062	\$1,083	\$1,105	\$1,127	\$1,150	\$1,173	\$1,198	\$1,281
Esports	1.00	\$1,041	\$1,062	\$1,083	\$1,105	\$1,127	\$1,150	\$1,173	\$1,198	\$1,281
MS Athletics Concession Manager	1.00	\$918	\$935	\$953	\$972	\$992	\$1,012	\$1,032	\$1,053	\$1,074
Literary Magazine - HS	1.00	\$791	\$807	\$823	\$840	\$857	\$874	\$891	\$909	\$927
Sophomore Class Sponsor	1.00	\$791	\$807	\$823	\$840	\$857	\$874	\$891	\$909	\$927
National Honor Society	1.00	\$791	\$807	\$823	\$840	\$857	\$874	\$891	\$909	\$927
Model UN	1.00	\$791	\$807	\$823	\$840	\$857	\$874	\$891	\$909	\$927
Indoor Percussion (HS)	1.00	\$791	\$807	\$823	\$840	\$857	\$874	\$891	\$909	\$927
MYIG	1.00	\$696	\$707	\$721	\$736	\$751	\$766	\$781	\$797	\$820
Orchestra Director - MS	1.00	\$696	\$707	\$721	\$736	\$751	\$766	\$781	\$797	\$820
Director of Chorus - HS	1.00	\$625	\$637	\$650	\$663	\$676	\$690	\$704	\$718	\$732
Freshman Class Sponsor	1.00	\$625	\$637	\$650	\$663	\$676	\$690	\$704	\$718	\$732
HGD Advisor	1 each level (EL/MS/HS)	\$500	\$510	\$520	\$530	\$541	\$552	\$563	\$574	\$586
School Store	1.00	\$468	\$467	\$477	\$486	\$496	\$506	\$516	\$526	\$541
Director - El Concert	1.00	\$417	\$426	\$433	\$442	\$451	\$460	\$469	\$478	\$488

2025-2027  
Scheville B  
Base is 43311X.1

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 15
Hyflex Instruction	\$4,331									
Max FTE per Building										
Community High										
Index										
Production/Director - HS Musical	1.00	\$7,146	\$7,269	\$7,436	\$7,694	\$7,735	\$7,890	\$8,048	\$8,203	\$8,373
Forensics - HS	1.00	\$5,947	\$5,964	\$6,083	\$6,205	\$6,329	\$6,455	\$6,585	\$6,716	\$6,851
Band Director - HS	1.00	\$5,947	\$5,964	\$6,083	\$6,205	\$6,329	\$6,455	\$6,585	\$6,716	\$6,851
Debate	1.00	\$4,331	\$4,418	\$4,506	\$4,596	\$4,686	\$4,782	\$4,877	\$4,975	\$5,074
Guidance Director - HS	1.00	\$4,331	\$4,418	\$4,506	\$4,596	\$4,686	\$4,782	\$4,877	\$4,975	\$5,074
PreK-12 Team Leaders	1.00	\$4,331	\$4,418	\$4,506	\$4,596	\$4,686	\$4,782	\$4,877	\$4,975	\$5,074
Yearbook - HS	1.00	\$4,331	\$4,418	\$4,506	\$4,596	\$4,686	\$4,782	\$4,877	\$4,975	\$5,074
Dramatics - HS - Per Play	1.00	\$3,765	\$3,843	\$4,006	\$4,169	\$4,079	\$4,100	\$4,243	\$4,328	\$4,416
Student Council - HS	1.00	\$3,465	\$3,534	\$3,605	\$3,677	\$3,750	\$3,825	\$3,902	\$3,980	\$4,060
Newspaper - HS	1.00	\$3,465	\$3,534	\$3,605	\$3,677	\$3,750	\$3,825	\$3,902	\$3,980	\$4,060
Director of Chorus - HS	1.00	\$3,032	\$3,082	\$3,154	\$3,217	\$3,282	\$3,347	\$3,414	\$3,482	\$3,552
Vocal Director - HS Musical	1.00	\$3,032	\$3,082	\$3,154	\$3,217	\$3,282	\$3,347	\$3,414	\$3,482	\$3,552
HS Counselor - Master Schedules Ellipsoid	2.00	\$2,915	\$2,871	\$2,929	\$2,987	\$3,047	\$3,108	\$3,170	\$3,234	\$3,298
Orchestra Director - HS	1.00	\$2,885	\$2,798	\$2,794	\$2,860	\$2,907	\$2,965	\$3,024	\$3,084	\$3,146
Senior Class Sponsor	1.00	\$2,885	\$2,798	\$2,794	\$2,860	\$2,907	\$2,965	\$3,024	\$3,084	\$3,146
Student Council - MS	1.00	\$2,655	\$2,606	\$2,659	\$2,712	\$2,766	\$2,821	\$2,878	\$2,935	\$3,045
Orchestra Director - HS Musical	1.00	\$2,655	\$2,606	\$2,659	\$2,712	\$2,766	\$2,821	\$2,878	\$2,935	\$3,045
Science Olympiad Team - HS	1.00	\$2,655	\$2,606	\$2,659	\$2,712	\$2,766	\$2,821	\$2,878	\$2,935	\$3,045
Junior Class Sponsor	1.00	\$2,655	\$2,606	\$2,659	\$2,712	\$2,766	\$2,821	\$2,878	\$2,935	\$3,045
Building Chairpersons	0.48	\$1,906	\$1,944	\$1,983	\$2,022	\$2,063	\$2,104	\$2,146	\$2,189	\$2,233
Wellness Coordinator	0.44	\$1,906	\$1,944	\$1,983	\$2,022	\$2,063	\$2,104	\$2,146	\$2,189	\$2,233
Science Materials Coordinator	0.44	\$1,906	\$1,944	\$1,983	\$2,022	\$2,063	\$2,104	\$2,146	\$2,189	\$2,233
Intern Coordinator	0.44	\$1,906	\$1,944	\$1,983	\$2,022	\$2,063	\$2,104	\$2,146	\$2,189	\$2,233
Student Council - Elementary	1.00	\$1,906	\$1,944	\$1,983	\$2,022	\$2,063	\$2,104	\$2,146	\$2,189	\$2,233
BPA Sponsor	1.00	\$1,906	\$1,944	\$1,983	\$2,022	\$2,063	\$2,104	\$2,146	\$2,189	\$2,233
HS Concessions Manager	1.00	\$1,906	\$1,944	\$1,983	\$2,022	\$2,063	\$2,104	\$2,146	\$2,189	\$2,233
Football, basketball, and Invitations	1.00	\$1,906	\$1,944	\$1,983	\$2,022	\$2,063	\$2,104	\$2,146	\$2,189	\$2,233
Band Assistant	2.00	\$1,732	\$1,767	\$1,802	\$1,838	\$1,875	\$1,913	\$1,951	\$1,990	\$2,030
Assistant Forensics - HS	3.00	\$1,646	\$1,679	\$1,712	\$1,747	\$1,781	\$1,817	\$1,853	\$1,890	\$1,928
Assistant Debate - HS	1.00	\$1,646	\$1,679	\$1,712	\$1,747	\$1,781	\$1,817	\$1,853	\$1,890	\$1,928
Jazz Band (MS & HS)	1.00	\$1,299	\$1,325	\$1,352	\$1,379	\$1,406	\$1,435	\$1,463	\$1,492	\$1,522
Choreographer - HS Musical	1.00	\$1,299	\$1,325	\$1,352	\$1,379	\$1,406	\$1,435	\$1,463	\$1,492	\$1,522
Director - MS Musical	1.00	\$1,299	\$1,325	\$1,352	\$1,379	\$1,406	\$1,435	\$1,463	\$1,492	\$1,522
Safety Patrol - Elementary	1.00	\$1,213	\$1,237	\$1,262	\$1,287	\$1,313	\$1,339	\$1,365	\$1,393	\$1,421
Stage Supervisor/USITT - HS	0.28	\$1,213	\$1,237	\$1,262	\$1,287	\$1,313	\$1,339	\$1,365	\$1,393	\$1,421
Link Crew Lead / WEB Lead	2.00	\$1,213	\$1,237	\$1,262	\$1,287	\$1,313	\$1,339	\$1,365	\$1,393	\$1,421
Link Crew Advisor/WEB Advisor	1.00 per level	\$1,213	\$1,237	\$1,262	\$1,287	\$1,313	\$1,339	\$1,365	\$1,393	\$1,421
Yearbook - MS	3.0 per HS / 2.0 MS	\$1,083	\$1,104	\$1,126	\$1,149	\$1,172	\$1,195	\$1,218	\$1,244	\$1,269
Forensics/Debate - MS - each season	1.00	\$1,083	\$1,104	\$1,126	\$1,149	\$1,172	\$1,195	\$1,218	\$1,244	\$1,269
Vocal Director - MS Musical	1.00	\$1,083	\$1,104	\$1,126	\$1,149	\$1,172	\$1,195	\$1,218	\$1,244	\$1,269
Archery	1.00	\$1,083	\$1,104	\$1,126	\$1,149	\$1,172	\$1,195	\$1,218	\$1,244	\$1,269
Band Director - MS	1.00	\$1,083	\$1,104	\$1,126	\$1,149	\$1,172	\$1,195	\$1,218	\$1,244	\$1,269
Esports	1.00	\$1,083	\$1,104	\$1,126	\$1,149	\$1,172	\$1,195	\$1,218	\$1,244	\$1,269
MS Athletics Concession Manager	1.00	\$932	\$972	\$991	\$1,011	\$1,031	\$1,052	\$1,073	\$1,094	\$1,116
Literary Magazine - HS	1.00	\$823	\$839	\$856	\$873	\$891	\$909	\$927	\$945	\$964
Sophomore Class Sponsor	1.00	\$823	\$839	\$856	\$873	\$891	\$909	\$927	\$945	\$964
National Honor Society	1.00	\$823	\$839	\$856	\$873	\$891	\$909	\$927	\$945	\$964
Model UN	1.00	\$823	\$839	\$856	\$873	\$891	\$909	\$927	\$945	\$964
Indoor Percussion (HS)	1.00	\$823	\$839	\$856	\$873	\$891	\$909	\$927	\$945	\$964
MYIG	1.00	\$823	\$839	\$856	\$873	\$891	\$909	\$927	\$945	\$964
Orchestra Director - MS	1.00	\$707	\$721	\$735	\$750	\$765	\$780	\$795	\$812	\$828
Director of Chorus - MS	1.00	\$693	\$707	\$721	\$735	\$750	\$765	\$780	\$795	\$812
Freshman Class Sponsor	1.00	\$650	\$663	\$676	\$689	\$703	\$717	\$732	\$746	\$761
HGD Advisor	1.00	\$620	\$633	\$646	\$659	\$673	\$687	\$701	\$715	\$729
School Store	1.00	\$476	\$489	\$502	\$515	\$528	\$541	\$554	\$567	\$580
Director - El Conceit	1.00	\$433	\$442	\$451	\$460	\$469	\$478	\$488	\$497	\$507

## SCHEDULE C

### EXTRA PAY SCHEDULE (COACHES)

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

Section 2: Factors such as: 1) Length of season; 2) Number of athletic contests; 3) Attendance and/or revenue at contests; 4) Number of assistant coaches; 5) Number of participants; 6) Control of program vertically; and 7) Budget, equipment and inventory have a relationship to the establishment of indices for coaching pay. In considering these factors, the School and the Association have agreed to the following provisions to arrive at payment for the positions established on Schedule C.

Section 3: The Schedule C Base is established at Step 1 of the BA column on Schedule A for all positions.

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

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

<u>POSITION</u>	<u>HEAD COACH INDEX</u>
Basketball -- Men's	0.20
Basketball -- Women's	0.20
Football	0.20
Volleyball - Women's	0.15
Volleyball -- Men's	0.15
Athletic Coordinator -- MS	0.15
Wrestling -- Men's	0.15
Swimming -- Men's	0.13
Swimming -- Women's	0.13
Hockey -- Men's	0.12
Soccer -- Men's -- Fall	0.12
Soccer -- Women's -- Spring	0.12
Lacrosse -- Men's	0.12
Lacrosse -- Women's	0.12
Baseball -- Men's	0.11
Softball -- Women's	0.11
Track -- Men's	0.11

Track -- Women's	0.11
WaterPolo	0.11
Cheerleader -- Sponsor	0.10
Competitive Cheer Coach	0.10
Cross Country -- Men's	0.10
Cross Country -- Women's	0.10
Golf -- Men's	0.10
Golf -- Women's	0.10
Tennis -- Women's	0.10
Tennis -- Men's	0.10

An additional payment 0.3% of BA-1 will be made to the Head Varsity Coach and to each Varsity Assistant Coach for each week of post season play during which contests occur in order to advance for the next level of post season competition. The Teacher/Coach will submit a request for postseason pay to the Athletic Director for submission to Payroll no later than June 1 of the current contract year.

Section 5: Formula for determining coaching pay for other than Varsity Head Coaches-All Sports:

Schedule C Base X Head Coach Index X Indices for other than Varsity Head Coaches X Experience Index = Coaching Pay

**INDICES FOR OTHER THAN VARSITY HEAD COACHES:**

.58 for the following coaching positions:

- Men's Basketball- JV Head
- Women's Basketball - JV Head
- Football Varsity Assistant
- Football-JV Head
- Wrestling Assistant
- Men's & Women's Swimming Assistant
- Women's Softball Varsity Assistant
- Women's Softball- JV Head
- Men's Baseball Varsity Assistant
- Men's Baseball - JV Head
- Men's Track Varsity Assistant
- Women's Track Varsity Assistant
- Women's Track-JV Head
- Men's Track- JV Head
- Men's Tennis - JV Head
- Women's Tennis -JV Head
- Women's Volleyball - JV Head
- Men's Volleyball – JV Head

Cross Country -- Men's V Assistant  
Cross Country Women's V Assistant  
Golf Men's V Assistant  
Golf Women's V Assistant  
Soccer - J.V. Head  
Water Polo -- Assistant

.50 for the following coaching position:

Football JV Assistant

.44 for the following coaching positions:

Football 9th Grade Head  
Men's Basketball 9th Grade  
Women's Basketball 9th Grade  
Volleyball 9th Grade Head  
Cheerleading JV  
Competitive Cheer Varsity Assistant

.38 for the following coaching position:

Football 9th Grade Assistant  
Cheerleading 9th Grade  
Asst HS Hockey Coach  
Asst. Lacrosse Coach

.29 for the following coaching positions:

Football 8th Grade Head Coach  
Men's Track- M.S.  
Women's Track- M.S.  
Women's Volleyball-M.S.  
Men's Wrestling - M.S.  
Women's 7th & 8th Grade Basketball  
Men's 7th & 8th Grade Basketball

.24 for the following coaching position:

Football 8th Grade Assistant

0.04 Certified Weight Trainer  
0.02 Varsity Club Sponsor  
0.0017 Ticket Mgr. Football/Basketball - per occasion  
0.0012 Ticket Mgr. Other Sports - per occasion

Intramural Sponsor .04% of BA-1 base per grade level

Section 6: When a person is employed in a coaching position listed on Schedule C, the coach's previous experience shall be evaluated by the School and the coach may be granted credit for previous experience in that sport in accordance with the following conditions:

- (a) If the previous experience is in Portage at the same level of coaching assignment, one (1) step may be allowed for each year of experience if the previous experience of the coach is deemed satisfactory.
- (b) If the previous experience is in the Portage System but at a lower level of coaching assignment, one (1) step may be allowed for each two (2) years experience if the previous experience of the coach is deemed satisfactory.
- (c) If the previous experience is in another school system, one (1) step may be allowed for each two (2) years experience if the previous experience of the coach is deemed satisfactory.
- (d) This experience index is not applicable to the positions of Intramural Sponsor and Varsity Club.

Section 7: Each coach will receive a formal written evaluation each year. If the evaluation is less than satisfactory, that year will not be counted as part of that coach's satisfactory experience index.

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

Section 9: The establishment of an appointment to positions within this Schedule is an administrative responsibility.

Section 10: If the School approves the alteration of the duties of any position on Schedule C to the extent that a significant change in duties occurs or if the School approves the establishment of a new position, the School will negotiate with the Association the revision of the index to be applied to the affected position.

Section 11: If an athletic program is changed as a result of a Michigan High School Athletic Association regulation or decision, the School will discuss with the Association the revision of the index applied to the affected position.

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

position.

Section 13: The Administration shall develop written expectations for the supervision and evaluation of coaches and advisors.

All coaches and advisors shall be evaluated annually. Individuals will be evaluated on their responsibilities throughout the calendar year. This evaluation will be completed within thirty (30) school days after completion of season or contract. The coach/advisor will review, sign and be given a copy of the evaluation. Signing does not necessarily indicate agreement with the evaluation. Upon receipt of the evaluation, the coach/advisor will have five (5) school days to submit a written response to be attached to the evaluation prior to it being placed in his or her personnel file.

An unsatisfactory evaluation should include an individual improvement plan when applicable.

Head coaches and advisors shall be evaluated by the principal or his/her designee. Assistant coaches or advisors will be evaluated by the head coach or advisor; however, that evaluation does not preclude additional evaluation by a district administrator.

For head coaches, if no written evaluation is given, then the evaluation shall be deemed satisfactory for that season/contract period.

Satisfactory evaluations will entitle the coach/advisor to continue in that position in the absence of extenuating circumstances.

Section 14: Middle School Schedule C positions will be paid at the end of their season.

2025-2026  
Schedule C

	Index	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 15
Varsity Head Coach		\$41,645									
Basketball - Men's	0.20	\$9,329	\$8,496	\$8,665	\$8,839	\$9,016	\$9,198	\$9,380	\$9,567	\$9,759	\$10,247
Basketball - Women's	0.20	\$8,329	\$8,496	\$8,665	\$8,839	\$9,016	\$9,198	\$9,380	\$9,567	\$9,759	\$10,247
Football	0.20	\$8,329	\$8,496	\$8,665	\$8,839	\$9,016	\$9,198	\$9,380	\$9,567	\$9,759	\$10,247
Volleyball - Men's	0.15	\$6,247	\$6,372	\$6,499	\$6,629	\$6,762	\$6,897	\$7,035	\$7,176	\$7,319	\$7,465
Volleyball - Women's	0.15	\$6,247	\$6,372	\$6,499	\$6,629	\$6,762	\$6,897	\$7,035	\$7,176	\$7,319	\$7,686
Athletic Coordinator - MS	0.15	\$6,247	\$6,372	\$6,499	\$6,629	\$6,762	\$6,897	\$7,035	\$7,176	\$7,319	\$7,686
Wrestling - Men's	0.15	\$6,247	\$6,372	\$6,499	\$6,629	\$6,762	\$6,897	\$7,035	\$7,176	\$7,319	\$7,686
Swimming - Men's	0.13	\$5,414	\$5,522	\$5,633	\$5,745	\$5,860	\$5,977	\$6,097	\$6,219	\$6,343	\$6,680
Swimming - Women's	0.13	\$5,414	\$5,522	\$5,633	\$5,745	\$5,860	\$5,977	\$6,097	\$6,219	\$6,343	\$6,680
Hockey - Men's	0.12	\$4,997	\$5,097	\$5,199	\$5,303	\$5,409	\$5,518	\$5,628	\$5,740	\$5,855	\$6,148
Soccer - Men's - Fall	0.12	\$4,997	\$5,097	\$5,199	\$5,303	\$5,409	\$5,518	\$5,628	\$5,740	\$5,855	\$6,148
Soccer - Women's - Spring	0.12	\$4,997	\$5,097	\$5,199	\$5,303	\$5,409	\$5,518	\$5,628	\$5,740	\$5,855	\$6,148
Lacrosse - Men	0.12	\$4,997	\$5,097	\$5,199	\$5,303	\$5,409	\$5,518	\$5,628	\$5,740	\$5,855	\$6,148
Lacrosse - Women	0.12	\$4,997	\$5,097	\$5,199	\$5,303	\$5,409	\$5,518	\$5,628	\$5,740	\$5,855	\$6,148
Baseball - Men's	0.11	\$4,581	\$4,673	\$4,766	\$4,861	\$4,959	\$5,058	\$5,159	\$5,262	\$5,367	\$5,636
Softball - Women's	0.11	\$4,581	\$4,673	\$4,766	\$4,861	\$4,959	\$5,058	\$5,159	\$5,262	\$5,367	\$5,636
Track - Men's	0.11	\$4,581	\$4,673	\$4,766	\$4,861	\$4,959	\$5,058	\$5,159	\$5,262	\$5,367	\$5,636
Track - Women's	0.11	\$4,581	\$4,673	\$4,766	\$4,861	\$4,959	\$5,058	\$5,159	\$5,262	\$5,367	\$5,636
Water Polo	0.11	\$4,581	\$4,673	\$4,766	\$4,861	\$4,959	\$5,058	\$5,159	\$5,262	\$5,367	\$5,636
Cheerleader - Sponsor	0.10	\$4,165	\$4,248	\$4,333	\$4,419	\$4,508	\$4,598	\$4,690	\$4,784	\$4,879	\$5,123
Competitive Cheer Coach	0.10	\$4,165	\$4,248	\$4,333	\$4,419	\$4,508	\$4,598	\$4,690	\$4,784	\$4,879	\$5,123
Cross Country - Men's	0.10	\$4,165	\$4,248	\$4,333	\$4,419	\$4,508	\$4,598	\$4,690	\$4,784	\$4,879	\$5,123
Cross Country - Women's	0.10	\$4,165	\$4,248	\$4,333	\$4,419	\$4,508	\$4,598	\$4,690	\$4,784	\$4,879	\$5,123
Golf - Men's	0.10	\$4,165	\$4,248	\$4,333	\$4,419	\$4,508	\$4,598	\$4,690	\$4,784	\$4,879	\$5,123
Golf - Women's	0.10	\$4,165	\$4,248	\$4,333	\$4,419	\$4,508	\$4,598	\$4,690	\$4,784	\$4,879	\$5,123
Tennis - Women's	0.10	\$4,165	\$4,248	\$4,333	\$4,419	\$4,508	\$4,598	\$4,690	\$4,784	\$4,879	\$5,123
Tennis - Men's	0.10	\$4,165	\$4,248	\$4,333	\$4,419	\$4,508	\$4,598	\$4,690	\$4,784	\$4,879	\$5,123



2026-2027  
Schedule C

	Index	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 15
Varsity Head Coach		\$43,311									
Basketball - Men's	0.20	\$8,662	\$8,835	\$9,012	\$9,192	\$9,376	\$9,564	\$9,755	\$9,950	\$10,149	\$10,657
Basketball - Women's	0.20	\$8,662	\$8,835	\$9,012	\$9,192	\$9,376	\$9,564	\$9,755	\$9,950	\$10,149	\$10,657
Football	0.20	\$8,662	\$8,835	\$9,012	\$9,192	\$9,376	\$9,564	\$9,755	\$9,950	\$10,149	\$10,657
Volleyball - Men's	0.15	\$6,497	\$6,627	\$6,759	\$6,894	\$7,032	\$7,173	\$7,316	\$7,463	\$7,612	\$7,992
Volleyball - Women's	0.15	\$6,497	\$6,627	\$6,759	\$6,894	\$7,032	\$7,173	\$7,316	\$7,463	\$7,612	\$7,992
Athletic Coordinator - MS	0.15	\$6,497	\$6,627	\$6,759	\$6,894	\$7,032	\$7,173	\$7,316	\$7,463	\$7,612	\$7,992
Wrestling - Men's	0.15	\$6,497	\$6,627	\$6,759	\$6,894	\$7,032	\$7,173	\$7,316	\$7,463	\$7,612	\$7,992
Swimming - Men's	0.13	\$5,630	\$5,743	\$5,858	\$5,975	\$6,095	\$6,216	\$6,341	\$6,468	\$6,597	\$6,927
Swimming - Women's	0.13	\$5,630	\$5,743	\$5,858	\$5,975	\$6,095	\$6,216	\$6,341	\$6,468	\$6,597	\$6,927
Hockey - Men's	0.12	\$5,197	\$5,301	\$5,407	\$5,515	\$5,626	\$5,738	\$5,853	\$5,970	\$6,089	\$6,394
Soccer - Men's - Fall	0.12	\$5,197	\$5,301	\$5,407	\$5,515	\$5,626	\$5,738	\$5,853	\$5,970	\$6,089	\$6,394
Soccer - Women's - Spring	0.12	\$5,197	\$5,301	\$5,407	\$5,515	\$5,626	\$5,738	\$5,853	\$5,970	\$6,089	\$6,394
Lacrosse - Men	0.12	\$5,197	\$5,301	\$5,407	\$5,515	\$5,626	\$5,738	\$5,853	\$5,970	\$6,089	\$6,394
Lacrosse - Women	0.12	\$5,197	\$5,301	\$5,407	\$5,515	\$5,626	\$5,738	\$5,853	\$5,970	\$6,089	\$6,394
Baseball - Men's	0.11	\$4,764	\$4,859	\$4,957	\$5,056	\$5,157	\$5,260	\$5,365	\$5,473	\$5,582	\$5,861
Softball - Women's	0.11	\$4,764	\$4,859	\$4,957	\$5,056	\$5,157	\$5,260	\$5,365	\$5,473	\$5,582	\$5,861
Track - Men's	0.11	\$4,764	\$4,859	\$4,957	\$5,056	\$5,157	\$5,260	\$5,365	\$5,473	\$5,582	\$5,861
Track - Women's	0.11	\$4,764	\$4,859	\$4,957	\$5,056	\$5,157	\$5,260	\$5,365	\$5,473	\$5,582	\$5,861
Water Polo	0.11	\$4,764	\$4,859	\$4,957	\$5,056	\$5,157	\$5,260	\$5,365	\$5,473	\$5,582	\$5,861
Cheerleader - Sponsor	0.10	\$4,331	\$4,418	\$4,506	\$4,596	\$4,688	\$4,782	\$4,878	\$4,975	\$5,075	\$5,328
Competitive Cheer Coach	0.10	\$4,331	\$4,418	\$4,506	\$4,596	\$4,688	\$4,782	\$4,878	\$4,975	\$5,075	\$5,328
Cross Country - Men's	0.10	\$4,331	\$4,418	\$4,506	\$4,596	\$4,688	\$4,782	\$4,878	\$4,975	\$5,075	\$5,328
Cross Country - Women's	0.10	\$4,331	\$4,418	\$4,506	\$4,596	\$4,688	\$4,782	\$4,878	\$4,975	\$5,075	\$5,328
Golf - Men's	0.10	\$4,331	\$4,418	\$4,506	\$4,596	\$4,688	\$4,782	\$4,878	\$4,975	\$5,075	\$5,328
Golf - Women's	0.10	\$4,331	\$4,418	\$4,506	\$4,596	\$4,688	\$4,782	\$4,878	\$4,975	\$5,075	\$5,328
Tennis - Women's	0.10	\$4,331	\$4,418	\$4,506	\$4,596	\$4,688	\$4,782	\$4,878	\$4,975	\$5,075	\$5,328
Tennis - Men's	0.10	\$4,331	\$4,418	\$4,506	\$4,596	\$4,688	\$4,782	\$4,878	\$4,975	\$5,075	\$5,328



**LETTER OF AGREEMENT NO. 1**

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

The parties have agreed that when a bargaining unit member retires from the School District and makes application to the Michigan Public School Employees Retirement System for retirement benefits, the District will only be responsible for payment of the District's portion for the employee's insurance premium through June 30 provided the employee retired at the end of the school year and such employee starts to receive retirement benefits. The District will reimburse said retiree for his/her required payment towards the premium for said insurance for the months of July and August provided said employee retired at the end of the school year.

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

**PORTAGE EDUCATION ASSOCIATION**

By:   
Its: President

By: 

By: \_\_\_\_\_  
Its: Chief spokesperson

**PORTAGE PUBLIC SCHOOLS  
BOARD OF EDUCATION**

By:   
Its: President

By:   
Its: Superintendent

**LETTER OF AGREEMENT NO. 2**  
**LETTER OF AGREEMENT**  
**Between**  
**PORTAGE PUBLIC SCHOOLS**  
**and the**  
**PORTAGE EDUCATION**  
**ASSOCIATION**

**Re: 403(b)/457 Program**

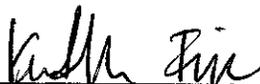
NOW COMES the Portage Public Schools District ("District") and the Portage Education Association ("Association"), and said parties do hereby agree to the following:

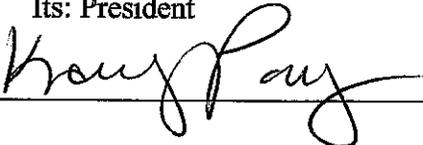
- I. That for a number of years, the District has established and maintained a tax sheltered deferred retirement program. The District's 403(b) plan offers regular pre-tax 403(b) employee contributions and Roth (after-tax) 403(b) employee contributions. The District's 457 plan offers regular pre-tax 457 employee contributions. The Internal Revenue Service has issued significantly new regulations impacting such 403(b) programs, which became effective January 1, 2009.
2. In response to the promulgation of these IRS regulations, over 260 public school districts, 25 intermediate school districts and other public education employers formed a Consortium which is now known as the Michigan Retirement Investment Consortium ("MRIC" or "Consortium"). That Consortium undertook a Request for Proposal process and selected TSA Consulting Group ("TSA") as the third-party administrator for the Consortium. TSA Consulting Group is the third-party administrator for Portage Public Schools 403(b) and 457 Plans.
3. The District and the Association recognize the importance of each employee pursuing an active retirement savings program and providing sound investment alternatives to assist them in achieving their retirement savings goals. All bargaining unit members are eligible to participate in the Plan.
4. Investment products to be offered to Association members will include the following authorized vendors: Ameriprise Financial, AXA Equitable Life Insurance Company, Fidelity Investments-Plan Number 54486 for 403b's and Plan Number 84551 for 457's, Horace Mann Insurance, PPS Investments (Primerica Financial Services), Metropolitan Life Insurance Company, and Aspire Financial Services. These investment opportunities are in addition to the single source provider and the core providers offered by the Consortium, which are: Paradigm Equities thru MEA Financial Services, Plan Member Services, The Legend Group, VALIC, , Midwest Capital Advisors, and GLP & Associates.
5. The parties agree that an important objective will be to keep any fees that may be

required to administer the 403(b) and 457 Plans will be kept as low as possible. TSA may require investment providers to pay reasonable administrative costs. The Consortium is requiring all core vendors to provide a periodic report card of the investment product's performance and fees that will be shared with all employees. The District will encourage its authorized vendors to provide the same information.

6. The 403(b) and 457 Plan Document allow employees the ability to make changes in their investment portfolio. An employee may invest with one 403(b) provider, one Roth 403(b) provider, and a third provider for a 457 at one time. Provisions for hardship withdrawals are included within the 403 (b) and 457 Plans. Employees shall also be permitted to take loans from their investment as permitted in the 403 (b) and 457 Plan Documents. Prompt remittance of contributions as defined by the Internal Revenue Code from participants will be made to the third-party administrator.
7. The Plan Document will establish the approved investment providers. Paradigm Equities thru MEA Financial Services will continue to be on the approved list of investment providers. If, at any time, Paradigm Equities thru MEA Financial Services is removed from the list of investment providers, the District will withdraw from the Consortium as soon as possible.
8. The District and the Association agree to conduct ongoing review and assessment of the performance of MRIC (the Consortium), TSA, and participating investment provider firms with the goal of maintaining a quality 403(b)/457 program. The District and the Association recognize that changes may be made in the selection of administrative firms including MRIC, TSA and the selected investment firms. Such changes shall only be made after timely consultation with the Association.
9. The District and the Association agree, as part of the ongoing assessment of the 403(b)/457 program, to recommend that representatives of participating School Districts will act in an advisory capacity to MRIC.

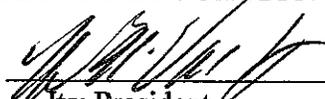
**PORTAGE EDUCATION ASSOCIATION**

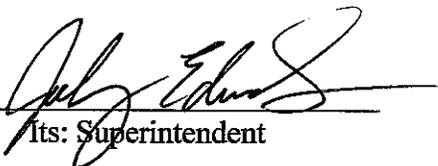
By:   
Its: President

By: 

By: \_\_\_\_\_  
Its: Chief spokesperson

**PORTAGE PUBLIC SCHOOLS  
BOARD OF EDUCATION**

By:   
Its: President

By:   
Its: Superintendent

**PORTAGE PUBLIC SCHOOLS, 2026-2027– Instructional Calendar**

\*\*\*\*Reminder no meetings week of P.T. conferences or on the 3<sup>rd</sup> Monday of every month and only one meeting per week

***August 2026***

18-20 New Teachers Report  
25 Teacher Work Day 6-hours to work in room  
25 HS Open House and WOD Open House  
26-27 District/Building Meetings/Professional Development (12 hours)  
26 Open House (MS and EL except WOD)  
31 First Day of School - ½ day students am, pm work in rooms, staff meeting if needed.

***September***

4 Labor Day Recess  
7 Labor Day Recess  
25 Half Day for all

***October***

30 End Q1: ½ day students a.m., p.m. Professional Hours (9 weeks)

***November***

2 No School students - Teacher Professional Development  
10&12 HS and MS Conferences - 3:30pm - 7:15pm - School all day  
17&19 Elem. Conferences\*\*\* 4:15pm - 8:00pm - School all day  
25 No School for all  
26-27 Thanksgiving Recess

***December***

21-31 No School - Winter Recess

***January 2027***

1 No School - Winter Recess  
4 School Resumes  
18-20 HS Exams a.m. - p.m. no HS students  
21 HS exams a.m. - ½ day ALL students a.m., p.m. Professional Hours  
22 End of 1<sup>st</sup> Semester - No School for Students/Teachers (10 weeks)

***February***

12 No School students - Teacher Professional Development  
26 No School Mid-Winter Break

***March***

1 No School Mid-Winter Break

2&4 HS and MS Conferences - 3:30pm - 7:15pm - School all day  
16&18 Elem. Conferences\*\*\* - 4:15pm - 8:00pm - School all day  
25 End Q3: ½ day students a.m., p.m. Professional Hours (9 weeks)  
26 Spring Break  
29-31 Spring Break

**April**

1-2 Spring Break  
5 School Resumes  
7-8 SAT/MME (unless moved by state of Michigan)(full count days)

**May**

31 No School - Memorial Day  
20-28 High School Graduations (May be adjusted due to venue availability. No effect on last day of classes for seniors)

**June**

8-10 HS Exams a.m., no HS students pm  
11\* Last Day of School - HS exams a.m., ½ day ALL students a.m.,  
p.m. Records day for all (10 weeks)

\* Cancellations beyond what the law allows will extend the final one-half day of school (and exams) beyond Friday June 11, 2027 if needed to receive full funding from the state.

\*\*186 teacher days include 178-Student Days, 4-PD days & 1-work day before the first student day, 2.5-days for 4-evening conferences at 3-hrs 45-minutes each, 0.5 days for one evening open house, not more than 2-hours in length.

\*\*\*Elementary Teachers are free to leave or not attend the session(s) if 100% of conferences are completed.

All High School exam days have a.m. students only, and no meetings or PD in afternoon for High School Teachers (Bargaining Unit Members). A teacher may be involved with a meeting (up to 90-minutes) or PD (up to 3 hours) if they have not administered or proctored an exam on that day

\*\*\*\*The High School exam dates might need to be adjusted for religious holidays\*\*\*\*

PD Days (Nov 2, and February 12) may revert to ½ day student ½ PD if State Law changes prevent PD days from counting toward the 180 instructional day total.

Student Days: 178 (PD+2)      Staff Days: 186