



Midland Public Schools
Inspiring Excellence

MEA
Michigan Education Association

AGREEMENT

between the

Board of Education
of the
Midland Public Schools

and the

Midland City
Education Association

Original Agreement August 28, 1976

Agreement of August 15, 2022 through August 11, 2025

Board Approved: June 6, 2022

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PREAMBLE

This Agreement is made between the Board of Education of the Midland Public Schools, hereinafter referred to as the "District," and the Midland City Education Association, hereinafter referred to as the "Association."

This Agreement supersedes all prior agreements and cancels all previous agreements, verbal or written, or based on alleged past practices between the parties. During the negotiations of this Agreement, each party made proposals and counterproposals. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. It is the intention of the parties that this Agreement during its term shall cover all negotiable items, proposals, and subjects concerning wages, hours, and conditions of employment. The terms and conditions of employment provided in this Agreement shall remain in effect for the duration of this Agreement unless altered by mutual agreement in writing between the parties. The entire agreement or specific provisions of the agreement may be rejected, modified or terminated by an emergency manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4. The Union's agreement to place this language into the collective bargaining agreement does not signify its acceptance of PA 4's constitutionality and will not impede the Union from initiating or being a party to actions against PA 4.

The provisions of this Agreement will be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, disabling condition, or membership in or association with the activities of any employee organization. If any provision of this Agreement or any application of the Agreement to any employee or group of employees will be found contrary to law, including the Americans With Disabilities Act (ADA) and other binding state and federal legislation, then such provision or application will not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

For the purpose of promoting harmony and efficiency in the operation of the Midland Public Schools and of facilitating the peaceful adjustment of differences that may arise from time to time, the District and the Association agree and contract with each other as stated in this Preamble and in the articles which follow. In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this 6th day of December, 1976.

The Board and Association agree that the provisions of this agreement that are highlighted in the successor agreement apply only to the following members or the bargaining unit: Social Workers, Psychologists, and Therapists. See Appendix K.

Article I

RECOGNITION

- A. The District hereby recognizes the Association as the exclusive and sole representative for the purpose of collective bargaining on wages, hours, and other conditions of employment for a bargaining unit consisting of all teachers, electronic learning facilitators, social workers, and psychologists certificated or licensed by the Michigan Department of Education and therapists under individual contract of employment with the District as provided by Michigan law, excluding certificated teachers in the following assignments:
1. Superintendent, assistant superintendent, directors, principals, assistant principals, supervisors, coordinators, department heads, or other certificated teachers in supervisory positions as defined by the Michigan Public Employment Relations Act and the rulings of the Michigan Employment Relations Commission.
 2. Substitute teachers.
 3. Other employees who possess teaching certificates but are assigned to positions for which certification or licensing by the Michigan Department of Education and individual contracts of employment are not required.
- B. The term "teacher" when used hereinafter in this Agreement shall refer to all employees who are represented by the Association.
- C. During the course of this Agreement, the District will not negotiate with any organization of teachers other than the Association, as provided in Public Act 379 of the Michigan Public Acts of 1965, or any replacement or amendment to this act which becomes law in Michigan.

Article II

ASSOCIATION RIGHTS

- A.
1. During teachers' duty free lunch and at the termination of the teachers' scheduled workday or no later than 4:15 p.m., the Association will have the right to use school buildings without cost on school days for meetings, provided these meetings are related solely to the official activities of the Association and do not promote political candidates or political positions.
 2. The use of the building involved will be requested from the principal at least 48 hours in advance of the meeting, except in cases of emergency. All requests for building use after 6:00 p.m., or on non-school days, will conform to District policies, provided, however, that the only cost to the Association will be any additional service costs necessitated by such meetings.

3. Duly authorized representatives acting in an official capacity for the Association will be permitted to transact official Association business on school property at reasonable times, provided that this shall not interfere with their teaching and conference and preparation responsibilities, teaching and conference and preparation responsibilities of other personnel, or interrupt normal school operations.
 4. Association representatives visiting a school for the purposes specified in this section will first report to the office to inform the building principal of their presence in the building. Outside resource people or non-employees are not to enter any building without first reporting to the office unless they are participating in a meeting of which the administrator of that building has been previously informed.
- B. The Association is authorized to post notices, circulars, and other teacher-organization materials on a designated bulletin board in the staff lounge in each building. Copies of all such material will be shown to the principal before posting. The Association shall abide by the following standards:
1. All material must be properly identified as to author and/or organization and contain nothing that would indicate that the material was official District material or imply that the District sponsored or endorsed it.
 2. Material posted must be restricted to matters of concern to employees covered by this Agreement in relation to their official Association activities.
 3. Material posted must not contain statements which reflect on or attack the integrity or motives of any individuals, other labor organizations, school agencies, or activities of school systems.
- C. The Association may use the interschool mail system of the District if the Association and its representatives abide by the following standards:
1. General communications must be specifically identified as an official Association communication.
 2. Ten (10) copies of all general communications shall be mailed simultaneously to the superintendent.
 3. None of the communications are to indicate or imply that the material involved is sponsored or endorsed by the school district.
 4. Material mailed must be restricted to matters of concern to employees covered by this Agreement in relation to their official Association activities.
 5. Material mailed must not contain statements which reflect on or attack the integrity or motives of any individuals, other labor organizations, school agencies, or activities of school systems.
 6. General communications must not advocate or promote a political candidate, a political position, or individual monetary gain.

Article III
PROFESSIONAL NEGOTIATIONS

- A. Not later than March 1 of the calendar year in which this Agreement expires, the Association and the District will begin negotiations for a successor Agreement. Any Agreement so negotiated will apply to all teachers, and will be reduced to writing and signed by the District and the Association.
- B. In response to reasonable requests, and as of the time such information is available to the District, the District will provide the Association with such statistics and financial information for the Midland school district as are necessary for negotiations. It is understood that this shall not be construed to require the District to compile information and statistics not already available. The District will make available to the Association for inspection all records of the Midland school district necessary for negotiations purposes at the written request of the Association. This request shall specify the records desired. Such records will be made available at the offices of the District and will not be removed from those offices.
- C. Neither party in any negotiations shall have any control over the selection of the other party's bargaining representatives whether from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. Despite reference herein to the District and the Association as such, each reserves the right to act hereunder by committee, individual member or designated representative.
- E. If negotiation meetings between the District and the Association are scheduled by mutual consent during a school day, up to five (5) teacher representatives of the Association referred to in Article IV will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings. Additional teacher representatives will be released at the request of the Association and the Association agrees to reimburse the District for these representatives at the regular substitute rate of pay.

Article IV
REVIEW COMMITTEE

- A.
 - 1. Representatives of the District and the Association shall meet informally once a month from September through May for the purpose of reviewing the implementation of this Agreement and of resolving problems which may arise. The meetings shall be called on the last school-day Wednesday of each month at 3:45 p.m. Additional meetings may be scheduled at mutual request.
 - 2. Three to five teacher representatives shall be selected by the Association and three to five administrator representatives by the superintendent. The teacher and administrator representatives shall separately designate a teacher chairperson and an administrator chairperson who shall serve concurrently as co-chairpersons. Each chairperson shall submit to the other chairperson, one week in advance of the scheduled meeting, items for discussion.
 - 3. The meetings of the Review Committee are not intended to bypass the grievance procedure outlined in Article V of this Agreement.
- B. Agreements arrived at by the Review Committee shall be reduced to writing in the form of memoranda of understanding and submitted to the Association Board of Directors and the Board of Education for approval. Upon approval by the Board of Directors and the Board of Education the memoranda shall become a part of the Agreement for the duration of the Agreement.

Article V

GRIEVANCES

- A. Definitions:
1. A "grievance" is a claim that there has been a specific violation, misinterpretation, or misapplication of the expressed provisions of this Agreement.
 2. A "grievant" is:
 - a. A teacher who claims to have suffered a violation of rights under the Agreement. The term "teacher" may include more than one teacher.
 - b. The Association if it claims a right specifically granted to the Association in the Agreement has been violated.
 3. The word "days" in this article shall mean calendar days.
- B. The Association may act in behalf of a group or class of teachers who initiate a grievance alleging a common violation of this Agreement.
- C. A teacher may bring any problem or concern not covered by the expressed provisions of this Agreement to the attention of the teacher's supervisor for consideration and decision. A supervisor may solve any such problem or concern so long as the solution is not contrary to the expressed provisions of this Agreement. The supervisor's solution to any such problem or concern is reviewable by the appropriate director, the superintendent, and the Board of Education. A teacher may be accompanied by any Association representative of the teacher's choice at any of these meetings. (Appendix H)
- D. The provisions of this Article V shall not apply to the termination of employment of any tenure teacher since due process review of such termination is already available through the provisions of the Michigan Teacher Tenure Act.
- E. Only section C of Article V shall apply to the termination of employment of any teacher on probation.
- F. Grievance Procedure.
1. A grievance shall not be processed unless it is presented within thirty (30) days after the fact or circumstances giving rise to such grievance occurred, or should have been known, to the teacher or the Association.
 2. Informal Hearing.
 - a. A teacher who believes that a grievable action has been suffered shall first present the grievance informally to the teacher's supervisor.
 - b. An Association representative may be in attendance at the teacher's informal conference with the teacher's supervisor if requested by the teacher.
 3. Step One.
 - a. If the grievance is not resolved at the informal conference and the teacher wishes to pursue it further, the teacher must place the grievance in writing and file it with the supervisor

within thirty (30) days after the date on which the violation is alleged to have occurred. A copy will be sent by the grievant to the Association and the superintendent.

- b. Within seven (7) days from the date on which the supervisor receives the written grievance, the supervisor will conduct a hearing on the grievance.
- c. The grievant may be accompanied by a representative of the Association at this Step One hearing. The District may have another representative in addition to the immediate supervisor at this Step One hearing.
- d. Within seven (7) days after the hearing, the supervisor shall give an answer in writing to the grievant with a copy to the Association and the superintendent.

4. Step Two.

- a. If the teacher is not satisfied with the disposition of the grievance at Step One, it may be appealed to the superintendent. The Association may initiate the grievance procedure for an Association grievance by submitting such grievance to the superintendent.
- b. The appeal must be in writing and be filed within seven (7) days after the date of the supervisor's disposition at Step One, or, if no answer was given at Step One, within fourteen (14) days after the written grievance was filed with the supervisor.
- c. The superintendent shall schedule a hearing on the appeal of the grievance within seven (7) days after receipt of the written appeal. This hearing at Step Two may be conducted by the superintendent or designee.
- d. Representatives of the Association and the District may be in attendance at this Step Two hearing.
- e. Within seven (7) days after the hearing, the superintendent (or designee) shall give an answer in writing to the grievant with a copy to the Association.

5. Step Three.

- a. If the teacher is not satisfied with the disposition of the grievance at Step Two, it may be appealed to the Board of Education.
- b. The appeal must be in writing and be filed within seven (7) days after the date of the superintendent's disposition at Step Two. The written grievance form, together with copies of all materials previously filed, must be delivered to the Midland Public Schools Administration Center for the attention of the secretary of the Board of Education.
- c. The Board of Education may hold a hearing on the grievance or may render its disposition after a study of the documents already filed.
 - (1) If the Board decides to hold a hearing on the grievance:
 - (a) Representatives of the Board shall schedule the hearing within fourteen (14) days after receipt of the written appeal of the grievance.
 - (b) Representatives of the Association and the District may be in attendance at this hearing.

- (c) Within fourteen (14) days after the hearing, the Board shall give its answer in writing to the grievant, with a copy to the Association.
 - (2) If the Board decides not to hold a hearing, the Board shall within fourteen (14) days of its receipt of the grievance provide the grievant with a written answer with a copy to the Association.
 - d. Administrative judgment resulting in an adverse evaluation of teacher performance as referred to in Article XI, section M., cannot be grieved beyond Step Three of the grievance procedure unless based upon a specific violation, misinterpretation, or misapplication of the expressed provisions of this Agreement.
6. Step Four - Arbitration.
- a. If the grievant is not satisfied with the disposition of the grievance at Step Three, the teacher may ask the Association to refer the grievance to arbitration.
 - b. If the Association decides to have the grievance arbitrated, it must inform the District of its intent in writing within fourteen (14) days after the date of the answer at Step Three.
 - c. Following the written notice of intent to submit to arbitration, the Association and a representative of the Board shall attempt to select an arbitrator, by using the most current AAA selection rules.
 - d. The Association and the District will mutually determine who has the responsibility for notifying the selected arbitrator, securing available dates, place of the hearing and any other administrative matters.
 - e. The arbitrator shall hear the grievance in dispute and render a decision in writing within thirty (30) days after the close of the hearing or, if briefs are filed, within thirty (30) days after the date for filing. The decision shall be final and binding upon the District, the Association and its members, and the teacher involved.
 - f. The arbitrator's fees and expenses shall be shared equally by the parties.
 - (1) It will be the general practice of all parties in interest to process grievances during times which do not interfere with assigned duties; provided, however, in the event it is mutually agreed by the aggrieved, the Association, and the District to hold proceedings during regular working hours, teachers participating in arbitration, on their own behalf or on behalf of the Association, will be released from assigned duties without loss of salary.
 - (2) The expenses and compensation for attendance of any employees, witnesses, or participants in the arbitration shall be paid by the party calling such employees, witnesses, or such participants.
 - g. The arbitrator's authority shall be limited to deciding whether the District has violated, misinterpreted, or misapplied any of the expressed provisions of this Agreement. The arbitrator shall not have the power or authority to supplement, enlarge, diminish, or alter the scope or meaning of this Agreement.
 - h. The retroactivity of any award issued by the arbitrator is not to be for a period of time exceeding thirty (30) days prior to the original filing date of the grievance, except that

grievances relating to pay may be retroactive to the start of the school year in which the violation of the provisions of the Agreement occurred.

G. General Provisions.

1. All provisions for processing a grievance filed by a teacher shall also apply to grievances filed by the Association.
2. Forms for filing grievances will be jointly prepared and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. Each grievance and/or appeal shall contain the following information: name of grievant, when the grievance occurred, where the grievance occurred, a description of the facts giving rise to the grievance, identification by appropriate reference to all provisions of this Agreement alleged to be violated, and the specific relief requested. All grievances and appeals must be signed by the grievant.
3. Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students in all levels of the grievance procedure. Any investigation, meeting, or hearing involving the grievant shall be conducted before or after the working hours of the grievant except when the Association and the District mutually agree otherwise in writing.
4. The grievant, or an officer of the Association if the Association is the grievant, must be present at all steps of the grievance procedure.
5. No grievance shall be filed for or by any teacher after the effective date of that teacher's resignation or retirement.
6. A grievance may be withdrawn at any step of the grievance procedure without prejudice.
7. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
8. Failure to appeal a grievance within the specified time limits shall result in the grievance being considered satisfactorily resolved on the basis of the last decision and not subject to further appeal. Failure to communicate an answer to a grievant within the specified time limits shall entitle the grievant to proceed to the next step. The specified time limits may be extended by mutual agreement in writing of the Association and the District.

Article VI

CONTINUITY OF OPERATIONS

- A. During the term of this Agreement, the Association shall not cause or permit its members to cause, nor will any teacher or member of this Association take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from that teacher's position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the teacher's duties of employment), nor will the Association threaten, induce, authorize, or sanction the same.
- B. Violation of this Article by any teacher or group of teachers will constitute just cause for discharge and/or the imposition of other discipline.
- C. Upon learning of any strike, slowdown, stoppage of work, planned inefficiency, or any other curtailment of work, or restriction or interference with educational processes in the District, the Association shall take whatever steps are necessary to bring such activity to a prompt end.

Article VII
RIGHTS OF THE DISTRICT

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools, and the direction of the professional staff are vested exclusively in the District or in the superintendent when so delegated by the District.

Article VIII
PROFESSIONAL DEVELOPMENT OF TEACHERS

- A. The District will pay the cost of tuition for any inservice courses which are initiated by the District and will recognize whatever credit is awarded by colleges to teachers for the satisfactory completion of these courses in accordance with the provisions of Appendix B - Placement on Salary Schedule - Category Qualifications.
- B. Conference Attendance
 - 1. The District agrees to grant teachers' absence with pay to attend approved workshops, seminars, conferences, other professional improvement meetings of an educational nature, or to visit other schools either within or outside the Midland school district.
 - a. (1) Each school building will be allocated a conference attendance bank equal in the number of days to the number of equated full time teachers assigned to the building rounded off to the next higher whole number. The bank will also include an amount of money equal to \$150 times the number of equated full time teachers assigned to the building rounded off to the next higher whole number.
 - (2) All teachers who are assigned to more than one building will have their entire service included in the allocation to the building at which they receive their paychecks. Teachers receiving their paychecks at locations that are not instructional units of the Midland Public Schools will be included in the allocations to the buildings they are scheduled to serve first in the week.
 - b. Teachers may be absent with pay and with substitute service provided for conference attendance for one or more days with reasonable expenses paid.

Charges to the building banks will not exceed the total number of days or the total amount of money allocated to the building banks. The cost of substitute service for each day a teacher is absent for conference attendance will not be charged to the banks.
 - c. "Reasonable Expenses" will include costs of fees, meals, lodging and transportation. These are to be itemized in the request for reimbursement.
 - d. Approval by the teacher's immediate supervisor of the date or dates of absence for conference attendance will be required. Approval of use of days from the conference bank rests with the building principal. The principal will work with the building site-based, decision-making committee or a subcommittee of same in reaching conference attendance decisions. Decisions of the principal on the granting of days of absence or the charging of expenses to the conference attendance bank will be final, but subject to review by the superintendent or designee.
 - e. The provisions of B, 1, a-d above will be suspended and reinstatement in future years will require MCEA and District agreement.

2. Attendance of teachers at conference or other meetings at the request of the District will be in addition to the provisions outlined in Article VIII, section B. Acceptance by teachers of such requests will be voluntary.

- C. Substitute teaching service will be provided to each elementary school for the purpose of providing collaborative planning time. The amount of substitute service will be based on each individual school's enrollment; seventy-five thousandths (0.075) of a substitute per year will be available per student. Use of this time for district or building professional development activities shall be voluntary. The last collaborative planning session of the school year may be used for recommending student placements for the next school year, completing student assessments and assembling portfolios of student work to be placed in the student's file at the individual teacher's discretion.

The ways in which the collaborative planning and substitute services are used will be jointly determined by certified staff and the building administrator through the Continuous Improvement Team. The Continuous Improvement Team will be composed of the building administrator, instructional staff of varying grade levels, and other roles listed in Article I.A. All teachers are able to submit a request for collaborative planning time and substitute services to the Continuous Improvement Team.

- D. Teachers who are approved to prepare materials/presentations/agendas and lead professional development for staff for at least a two hour period will be granted one half day to prepare for the inservice or workshop.
- E. For the 2022-2023 and 2023-2024 school years, there will be a minimum of \$25,000 each year (approved through Staff Development Proposal) which will provide stipends for Elementary Teachers to meet voluntarily outside of the contractual work hours. The Staff Development Proposal will be reevaluated through the contract review process during the second semester of the 2023-2024 school year to discuss usage of the money and if it should be extended in to the 2024-2025 school year.

Article IX

LEAVES

- A.
 1. A leave is a Board-approved absence, without pay, granted to a teacher with provisions for certain rights and responsibilities before, during, and after such absences.
 2. With exception of the family and medical leave, clarified in C.5. below, only teachers who have gained tenure status with the District shall be eligible for leaves, except as outlined in C. 1. b.
 3. All leaves, with the exception of military, childbirth and childcare leaves, must be requested in writing at least ninety (90) days prior to the requested starting date of the leave. Military leave must conform to Article IX, section A., except in an emergency or as required by laws now in force or laws which are enacted during the duration of this Agreement.
 4. Leaves shall be for a period of one (1) year unless otherwise provided in this Agreement.
 - a. A teacher may request a leave for a period of less than one (1) year, and this request may be granted if recommended by the superintendent and approved by the Board of Education.
 - b. Leaves will be scheduled to start at the beginning of a school year and to end at the conclusion of that school year, unless otherwise provided in this Agreement, or unless another starting and ending date is mutually agreed upon.

5. No leave of absence shall be extended, or a second leave of absence immediately following a first leave granted, except upon the recommendation of the superintendent and approval by the Board of Education.
6. A leave of absence may be terminated before the normal expiration date by mutual agreement between the teacher and the superintendent, and approval by the Board of Education of the superintendent's recommendation.
7. Any leave granted will be with the understanding that it is a leave of absence from the Midland Public Schools and not necessarily from a particular position. Upon return from leave, reasonable effort will be made to assign the teacher to the same or a comparable position; however, teachers will not be guaranteed their former assignment but will be placed in a position for which they are certificated.
8. No benefits will accrue to a teacher during a leave except as may be otherwise stated in this Agreement.
9. A teacher on a leave of absence must give written notice to the superintendent at least ninety (90) days prior to the expiration of the leave of a decision to request an extension of the leave, return to work, or resign. Failure to furnish such notice by the proper date shall constitute a notice of resignation. Requests for extension of leave do not apply to individuals on a voluntary leave.
10.
 - a. Any teacher who, while on leave of absence, takes employment as a teacher in another school system shall be deemed to have terminated the teacher's relationship with the District and there shall be no further obligation upon the District.
 - b. Exceptions to the foregoing condition will be teachers on advanced study leave who are offered a teaching fellowship, teachers on leave participating in temporary substitute work, or work arrangements mutually agreed upon by the teacher on leave and the District.
11. Re-employment of a teacher from leave shall not supersede provisions for reductions of personnel or other provisions of law or this contract.
12. Leaves will be classified as Professional, Personal, or Civic as follows:

Professional

Advanced Study
Sabbatical
Peace Corps/Exchange Teaching

Personal

Childbirth and Childcare
Extended Health
Family and Medical Leave (F.M.L.A.)
Involuntary
Voluntary (No more than four per school year, unless more are approved by both the Association and the District.)

Civic

Military
Government Service
Teacher Organization

B. Professional Leaves

1. a. Advanced Study. Dependent upon anticipated benefits to the District, and subject to the recommendation of the superintendent and approval by the Board of Education, a leave of absence may be granted for:
 - (1) Study related to the teacher's certified teaching field.
 - (2) Study to meet eligibility requirements for a field of certification other than that presently held by the teacher.
 - (3) Study, research, or special teaching assignment involving probable advantage to the District.

The granting of an advanced study leave does not obligate the District to utilize the teacher's services in the capacity for which the advanced study may have prepared the teacher.

- b. Sabbatical. If a teacher has taught for at least seven (7) years in the District and requests an advanced-study leave as specified in sections A. and B. 1. a. above, the advanced study leave will be called a "sabbatical leave" on the records of the school district.
2. Peace Corps/Exchange Teacher. Dependent upon anticipated benefits to the District, and subject to the recommendation of the superintendent and approval by the Board of Education, a leave of absence may be granted to a teacher who joins the Peace Corps or serves as an exchange teacher as a full-time participant in either of such programs. These leaves may be renewed upon request for a second one- (1) year period. For salary determination, upon return from such leave, a teacher will be considered as if actively employed by the District during the leave.

C. Personal Leaves

1. Childbirth and Childcare. A tenure teacher shall be granted a leave of absence for childbirth and childcare, without pay or benefits, subject to renewal at the discretion of the District.
 - a. The following requirements shall apply to teachers who select this leave:
 - (1) The teacher must provide the District proper certification by the teacher's physician of the teacher's pregnancy and probable date of birth. Such certification shall be submitted prior to the end of the fourth month of pregnancy.
 - (2) The request for leave for childbirth and childcare shall be submitted in writing to the District ninety (90) days prior to the date leave is to begin, unless circumstances clearly preclude opportunity for such notice.
 - (3) During the period between the teacher's certification to the District of the pregnancy and the effective date of the leave, the teacher may continue to work provided that the teacher submits a medical report on a form provided by the District, indicating ableness to perform fully all of the duties of the assigned position.
 - (4) (a) The teacher's leave for childbirth and childcare will begin on the effective date requested by the teacher, or on the date at which the teacher is no longer able to perform fully all of the duties of the position.

- (b) If the leave begins during the summer prior to a school year, or during the first semester of a school year, the leave will end at the start of school in the fall following this school year.
 - (c) If the leave begins during the second semester of a school year, the leave will end at the start of school in the fall of the second school year subsequent to the school year in which the leave begins.
- (5) A leave for childbirth and childcare may be for less than the time limits specified in section (4) above. Such a "limited time" leave must end at the start of the semester following the effective date of the leave. A request for such a "limited time" leave must be accompanied by notice of the teacher's intent to return to work at the beginning of the next semester. A request for a "limited time" leave will not need to comply with the requirement expressed in section A. 9. of this Article.
- (6) A childcare leave will also be available for a teacher who adopts a baby, or for a teacher who is the father of a baby. This form of childcare leave will start on the date the baby becomes a resident in the teacher's home. The ending date of this childcare leave will be the same as provided in Article IX, section C. 1. a.
- b. Any teacher (tenure or probationary) who is pregnant shall have the right upon request to be absent with approval during the period in which the teacher is unable to work because of pregnancy, childbirth, and recovery from childbirth as provided in Article X, section F. Such absence with approval shall not include absence for normal childcare.
- 2. Extended Health. Any teacher whose personal illness extends beyond the period compensated may be granted a leave of absence, upon proper application. Any leave granted shall be without pay. After an extended personal illness, the District may request that the teacher present a statement from the physician certifying the teacher's fitness for return to work.
- 3. Involuntary. The District may require that a teacher take, and report the results of, a physical or mental examination by an appropriate medical specialist selected by the District at the District's expense, whenever the superintendent feels that such examination is warranted. On the basis of such examination, the District may require the teacher to take an involuntary leave of absence after the teacher's allotted or accumulated absence days for personal illness are exhausted. A teacher's return to active employment following an involuntary leave is contingent upon certification of fitness to perform all aspects of the teacher's work assignment by an appropriate medical specialist selected by the District as specified above.
- 4. Voluntary. Teachers will be allowed to go on unpaid voluntary leave for one year upon recommendation of the superintendent and approval of the Board of Education. The decision of the Board of Education will be final. These will be limited to four per year. Voluntary Leaves are nonrenewable.
- 5. Family and Medical Leave (F.M.L.A.)
 - (a) A teacher who has worked for Midland Public Schools for at least one year and for at least 1,250 hours during the previous twelve (12) months may be eligible for up to twelve (12) weeks of unpaid, equivalent job-protected leave for certain family and medical reasons including:
 - care for the teacher's child after birth, or by adoption or foster care.
 - care for the teacher's spouse, son or daughter, or parent who has a serious health condition.

-a serious health condition that makes the teacher unable to perform the teacher's job.

-a qualifying exigency arising out of the fact that the teacher's spouse; son or daughter; parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves.

-care for the teacher's spouse; son or daughter; parent; next of kin of a covered servicemember with a serious injury or illness.

NOTE: A serious health condition is defined here as a medical condition judged by a medical professional to be serious in nature and requiring care and assistance.

- (b) For the duration of a F.M.L.A. leave, Midland Public Schools will maintain the teacher's health coverage provided as part of the collective bargaining agreement.
- (c) The teacher needing to take F.M.L.A. leave must provide thirty (30) days advance notice when the need for F.M.L.A. leave is foreseeable. An application for F.M.L.A. must be completed by the teacher and filed with the Director of Human Resources. The teacher must provide medical verification to support a request for leave because of the teacher's serious health condition. The district may require further medical evaluation at district expense. A fitness for duty report to return to work will also be required.
- (d) Teacher spouses employed by Midland Public Schools are jointly entitled to a combined total of twelve (12) work weeks of family leave for the birth, adoption, or foster care placement of a child. Teacher spouses employed by Midland Public Schools are each entitled to a total of twelve (12) work weeks of family leave to care for a parent who has a serious health condition. Care of parents-in-law is not an eligible category under F.M.L.A.
- (e) F.M.L.A. for birth or placement by adoption or foster care must conclude within twelve (12) months of the birth or placement.
- (f) F.M.L.A. leave may be taken intermittently whenever medically necessary to care for a seriously ill family member or because the teacher is seriously ill and unable to work. Intermittent use of F.M.L.A. is defined as taking unpaid leave in blocks of time or reduction in normal weekly or daily work schedules. Intermittent use of F.M.L.A. leave by a teacher is subject to the district's approval if used for adoption or foster care.
- (g) The F.M.L.A. applies to public and private elementary and secondary schools. Because of the unique nature of instructional function, and the impact on students in the classroom, special rules were enacted for those employees principally employed in an instructional capacity. These special rules are as follows:
 - 1. If a teacher primarily engaged in an instructional capacity requests an intermittent or reduced F.M.L.A. leave schedule based on foreseeable planned medical treatment, either for the teacher or because the teacher is the care giver for a spouse, child, or parent, and the teacher would be on leave for more than twenty percent of the total number of working days in the school semester during which the leave is taken, the school district may require the teacher to either:
 - (a) take the F.M.L.A. leave for a particular duration not to exceed the duration of the planned medical treatment, or

- (b) transfer to an available alternate position for which the teacher is qualified that has equivalent pay and benefits and better accommodates recurring periods of leave.
- 2. Special rules apply to teachers who request a F.M.L.A. leave near the end of a semester.
 - (a) F.M.L.A. Leave More Than Five (5) Weeks Prior To The End of The Semester

Teachers who begin their F.M.L.A. leave more than five (5) weeks prior to the end of the semester, may be required by the school district to continue their leave until the end of the semester, if the leave is at least three (3) weeks in duration and the return to employment would occur during the three (3) week period before the end of the semester.
 - (b) F.M.L.A. Leave Less Than Five (5) Weeks Prior To The End Of The Semester

The school district may require a teacher who begins a F.M.L.A. leave less than five (5) weeks prior to the end of the semester, to continue leave until the end of the semester, if the leave is greater than two (2) weeks in duration and the return to employment would occur during the two-week period before the end of a semester.
 - (c) F.M.L.A. Leave Less Than Three (3) Weeks Prior To The End Of The Semester

If a teacher begins F.M.L.A. leave three (3) weeks prior to the end of the semester, and the duration of the leave is greater than five (5) working days, the school district may require the teacher to continue the leave until the end of the semester.
- 3. The rules applicable to leaves less than five (5) weeks prior to the end of the semester and three (3) weeks prior to the end of the semester apply to leaves for the birth of a child, adoption or foster care placement, or to care for a spouse, parent or child who has a serious medical condition. They do not apply to a leave for a teacher who has a serious medical condition.

D. Civic Leaves

- 1. Military. Any teacher who is inducted or enlists in any branch of the armed forces of the United States will be granted a leave without pay, provided the teacher serves only one (1) draft term, the minimum enlistment term, or until the state of emergency is ended. For salary determination, upon return from such leave, a teacher shall be considered to have spent up to two (2) years in the employment of the District. The teacher must have received an honorable discharge or honorable release from active duty, must apply in writing for re-employment within ninety (90) days from the date of discharge, and must still be qualified and competent to perform teaching duties. It is the responsibility of the teacher to submit to the superintendent the official documents to meet the above requirements.
- 2. Government Service. Dependent upon anticipated benefits to the District and subject to the recommendation of the superintendent and the approval of the Board of Education, the District may grant a leave of absence without pay to any teacher to campaign for or serve in a public office.
- 3. Teacher Organizations.

- a. The president of the Midland City Education Association will be entitled to a leave of absence during the term in office for the purpose of engaging in Association (local, state, national) activities.
- (1) Application for the leave of absence shall be made through the director of human resources by March 1, prior to the start of the school year during which the leave of absence is to take place. The application for such leave will include MCEA's notification to the district as to the extent of release time needed for the school year.
 - (a) If the president teaches in an elementary school assignment this leave shall be equivalent to one-half of the usual work assignment, or full-time release.
 - (b) If the president teaches in a secondary school assignment this leave shall be equivalent to one-half of the usual work assignment up to full-time release.
 - (c) The president will indicate the requested assignment via the voluntary transfer request form for District consideration. The assignment will be determined by the District as it best fits the needs of the District and students.
 - (2) The terms of the leave of absence for the president of the Midland City Education Association are subject to the "Professional Services Leave/Employee Lease Agreement." The MCEA reimbursement to the District for the released time salary of the MCEA president will be based on the President's salary on the Tier 1 salary schedule at BA, up to Step 14. All other benefits and cost will be determined by the president's actual released time salary.
 - (3) The president of the Midland City Education Association will be eligible for all fringe benefits as specified in the "Professional Services Leave/Employee Lease Agreement." The Association President will accrue seniority as an active employee. The District and Association will recognize this seniority going back through the 2004-2005 school year.
 - (4) A leave under Article IX, section D. 3. a., will be renewed upon request.
 - (5) Article IX, Section D.3.a.2., will be void if:
 - The reimbursement is not timely on a monthly basis for that contractual year.
 - It becomes prohibited by legislation.
 - If either condition exists the reimbursement returns immediately to the actual released time salary.
- b. A Midland teacher elected to the presidency of the MEA, the NEA, or other major state or national teacher organization may have a leave of absence without pay for one (1) year subject to the provisions of section A of this Article. These leaves may be renewed upon request for a second one- (1) year period.

Article X
ABSENCES OTHER THAN LEAVES

A. Allotted Days of Absence

1. Each teacher on regular school year employment will be allotted twelve (12) days of absence with pay each school year. Once a teacher has accumulated sixty (60) days of absence, the teacher will receive ten (10) days of absence per year. If the teacher drops below sixty (60) days, the following year the teacher will be allotted twelve (12) days of absence.
2. A teacher employed during a school year, or returning from leave during a school year, will be allotted a proportionate number of the twelve (12) days stated in section A. 1. of Article X.

B. Accumulated Days of Absence

1. At the beginning of each school year, a teacher's unused days of absence from preceding school years will be added to the teacher's allotted twelve (12) days for the current school year to establish an accumulated total days of absence with pay.
2. Each teacher's total days of absence with pay may increase from year to year without limit.

C. A teacher's allotted and accumulated days of absence with pay may be used for absence for personal illness and personal emergencies as specified in Article X of this Agreement.

D. A teacher returning from leave of absence will be credited with the number of accumulated days of absence with pay to which the teacher was entitled at the time of going on leave.

E. The Association and the District agree that the unused absence days of any teacher at the time of termination of the teacher's service to the District for any reason including retirement will not constitute a claim upon the District.

F. Family and Personal Illness

1. Definition: "Family and Personal Illness" means temporary incapacity to work resulting from sickness or injury; or from pregnancy, childbirth, and recovery from childbirth, serious illness requiring hospitalization or bedside attention by the teacher for the teacher's spouse, child, parent, or dependent of the immediate household, or a relative not specified. It does not include absence for routine health examinations, routine dental appointments, or absence for cosmetic or elective surgery or other health-related procedures which might appropriately be covered during non-working hours or during vacation periods. These absences will not be chargeable to personal illness days without specific approval in advance by the teacher's supervisor.
2.
 - a. The District and Association agree that good attendance is essential to the well being of the District and its students. To that end, the District and Association will work together to promote consistent attendance for all members and will cooperate in dealing with individual attendance issues.
 - b. The District may require of a teacher a physician's statement certifying the teacher's personal illness and the teacher's incapacity to work after four (4) consecutive days of illness or eight (8) total days of illness in a single school year. The District may require a physician's statement certifying the teacher's incapacity to work sooner than four (4) consecutive days or eight (8) total days under the following circumstances:

- (1) the teacher misses more than one professional development day in a single year.
 - (2) there is reasonable suspicion that the teacher has falsified or otherwise misrepresented his/her claim of illness.
 - (3) the teacher demonstrates a pattern of suspected abuse of his/her personal sick days adjacent to the non-work days, leaves, vacations, breaks and/or non-instructional days.
- c. If a teacher knows in advance that the teacher will be absent for personal illness, the teacher must inform the immediate supervisor of the anticipated absence. The District may request a certification by the teacher's physician of the personal illness. If the personal illness is pregnancy, this notification must be made no later than the end of the fourth month of the teacher's pregnancy and must include the expected date of childbirth.
- d. The definition of "personal illness" is amended to state that travel of a significant distance from home while absent for personal illness, except for medical reasons, shall be approved in advance by the teacher's immediate supervisor or the Director of Human Resources.
- e. Teachers on tenure may elect a childbirth and childcare leave as described in Article IX, section C. 1.
- f. (1) Absence for preplanned use of personal illness days (such as scheduled surgery or childbirth) will be approved starting on the date at which the teacher is physically no longer able to work. This date and the teacher's physical inability to work must be certified by the teacher's physician.
- (2) If the date at which the teacher is no longer physically able to work is more than one month prior to the expected purposes indicated in Article X, section F. 2. e. (1), of this notice, the District may require an examination by an independent physician and a report by this physician to the District as to the date at which the teacher is physically unable to work. The date at which the approved absence is to begin will be the date set by the independent physician. This examination will be at the expense of the District.
- (3) Absence from work by the teacher prior to the date set by the independent physician in accordance with the provisions of Article X, section F. 2. e. (2), will be unauthorized absence.
- g. (1) In the event of absence of a teacher for personal illness for fourteen (14) consecutive calendar days or, in the event of childbirth, fourteen (14) consecutive calendar days following the date of childbirth, the District shall require a statement from the teacher's physician that the teacher is unable to work. A similar statement may be required each succeeding seven (7) calendar days.
- (2) It is expressly understood that absence of a teacher for personal illness resulting from childbirth is not for the purpose of normal childcare.
- (3) (a) If the teacher fails to provide the physician's statement required in Article X, section F. 2. f. (1), the teacher will be directed in writing to return to work.

- (b) If the teacher does not return to work on the date on which the teacher is directed to return by the District, the teacher's pay for personal illness will cease.
 - (c) If the teacher does not return to work on the date on which the teacher is directed to return by the District, a notice will be sent to the teacher informing the teacher that the teacher's employment with the District will be terminated by the end of fourteen (14) consecutive calendar days from the date on which the teacher has been directed to return to work.
 - (d) The employment of a teacher who does not return to work at the end of the fourteen (14) days specified in Article X, section F. 2. f. (3), shall be terminated.
 - (4)
 - (a) The District may require a teacher who is absent for personal illness in excess of fourteen (14) consecutive calendar days or, in the event of childbirth, fourteen (14) consecutive calendar days following the date of childbirth, to undergo an examination by an independent physician. Such a required examination will be at the District's expense. A report of such a required examination must be provided to the District.
 - (b)
 - 1) If the independent physician certifies that the teacher is physically able to return to work, then the teacher will be directed in writing by the District to return to work.
 - 2) If the teacher does not return to work on the date on which the teacher is directed to return by the District, the teacher's pay for personal illness will cease.
 - 3) If the teacher does not return to work on the date on which the teacher is directed to return by the District, a notice will be sent to the teacher informing the teacher that the teacher's employment with the District will be terminated at the end of fourteen (14) consecutive calendar days from the date on which the teacher has been directed to return to work.
 - 4) The employment of a teacher who does not return to work at the end of the fourteen (14) days specified in Article X, section F. 2. f. (4) (b), shall be terminated.
 - 3. Before a teacher is permitted to return to work after a personal illness, the District may require the teacher to present a physician's statement certifying the teacher's readiness to return to work with no hazard to the health or safety of the teacher or the students.
 - 4. The District's liability for salary compensation under this Article will be adjusted by the amount of worker's compensation and social security benefits paid to the teacher.
 - 5. A teacher who exhausts his allotted and accumulated days of absence for personal illness and personal emergencies may apply to the superintendent for an extension of his days of absence if the teacher is on Step 13 of the salary schedule.
- The decision of the superintendent on such requests shall be final and not subject to grievance.
- 6. Procedure for Charging Days of Absence for Personal Illness

- a. Absences for personal illness will be charged to the teacher's accumulated total days of absence with pay as established in sections A. and B. of this Article.
 - b. Absences for health-related procedures which are not included in the definition of personal illness in Article X, section F. 1., will not be chargeable to absence for personal illness.
7. A member of the bargaining unit who exhausts the allotted and accumulated days of absence for personal illness or disability, and whose Long Term Disability coverage has not yet gone into effect, may apply to the sick bank to receive additional days until eligible for Long Term Disability. Requests should be made to the Manager of Human Resources.
- a. The sick bank will be initially funded by joint contributions from the members of the bargaining unit and Board of Education (1X + 1X).¹ The bargaining unit contributions will be mandatory.
 - b. At the time of a bargaining unit member's severance from the District, the number of unused sick days will be deposited into the sick bank.
 - c. When the number of days in the sick bank falls below 1X, the bank will be replenished at the beginning of the following school year by assessing each member of the bargaining unit one day.
 - d. The balance of sick days left in the bank will be carried over to the beginning of the next school year.
 - e. All members of the bargaining unit are included for participation in the sick bank program.
 - f. 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.
 - g. There will be a five-day waiting period with one-half day retroactive pay per day upon approval of application.
 - h. Members of the bargaining unit will be eligible to draw from the sick bank more than once during a school year as a result of a new illness or a recurrence of an illness without an additional waiting period.

G. Personal Days

- 1. In exchange for one (1) mandatory evening parent-teacher conferences, all members of the bargaining unit will be granted three (3) personal days per year without deduction in salary. One unused day may be carried over to the next year. A maximum of four (4) days could be available in any year. Unused personal days not carried over shall be added to the individual teacher's personal illness bank of days.
- 2. Application for personal days shall be made on a form provided by the District, which is attached hereto as Appendix G. Application will be made by the teacher to the bargaining unit member's principal or immediate supervisor at least 48 hours in advance of the requested absence date. If the immediacy of the absence is of such a nature that the request in writing is not practical, verbal

¹ X equals the number of employees in the bargaining unit.

request to the principal or immediate supervisor will be sufficient and the written application will be submitted upon return from the absence. (Appendix G)

3. Personal days may be taken immediately before or after a holiday or vacation period, with two (2) weeks notice to the employee's immediate supervisor. Not more than 15% of the total membership of any building may take such a day.
4. The number of personal days granted on any one specific day may be limited by the number of available substitute teachers.
5. If the request for a personal day is consistent with the procedures outlined in Article X, section G., it shall be granted.
6. Any bargaining unit member who is denied the use of a personal day by the principal or immediate supervisor may appeal this decision to the director of human resources.
7. Personal day absences, as specified in Article X, section G., will not be chargeable to the bargaining unit member's total days of absence with pay as established in Article X, sections A. and B., but will be absences with pay in addition to the days in the total bank.
8. If a teacher were to use the accumulated four (4) personal days consecutively in a year and wishes to take an additional fifth consecutive day, they may take the fifth day as an unpaid day of absence with no negative impact to them professionally.

H. Personal Emergencies

1. Death Within Family or Death of a Close Friend
 - a. Teachers on regular school year employment will be entitled to a maximum of five (5) days of absence with pay in the event of the death of the teacher's spouse, child, or dependent of the immediate household.
 - b. Teachers on regular school year employment will be entitled to a maximum of three (3) days of absence per year with pay in the event of the death of the teacher's parent; the teacher's spouse's parent; the teacher's sibling; or the teacher's grandfather, grandmother, or grandchild.
 - c. Teachers on regular school year employment will be entitled to a maximum of one (1) day of absence per year with pay in the event of the death of a relative not specified in Article X, section H., 1. a. and 1. b., or of a close friend.
 - d. In the unfortunate event that a teacher loses two or more individuals as defined in Article X, H., 1. a. or 1. b. above, in a single school year, that teacher may take five or three days, respectively, as defined in a or b above, for the purpose of funeral attendance and/or personal bereavement for each event. Only under these exigent circumstances shall such additional days for death within a family be automatically granted.
2. Court Appearances
 - a. Absences necessary for an appearance in court in any legal proceedings associated with the teacher's employment with the District will be granted with pay.
 - b. Absences necessary for an appearance in court in a court-required capacity, such as service on a jury or service as a witness, in any legal proceedings will be granted with pay.

- c. Absences necessary for an appearance in court in any legal proceedings not covered by Article X, section H., 2. a. and 2. b., will be treated as personal day absence and will be granted with pay to a maximum of three (3) days in accordance with the provisions of section G. Absences beyond two (2) days will come under the provisions of Article X, section I. 1., or section L. 3.
- 3. Procedure for Charging Days of Absence for Personal Emergencies
 - a. Absences for personal emergencies as specified in Article X, section H., 1. a., 1. b., 2. a., and 2. b., will not be chargeable to the teacher's bank of total days of absence with pay as established in sections A. and B. of this Article, but will be absences with pay in addition to the days in the teacher's total bank.
 - b. Absences as specified in Article X, section H., 1. c. will be charged to the teacher's bank of total days of absence with pay as established in Article X, sections A. and B.
 - c. Absences for personal emergencies to a maximum of three (3) days as specified in Article X, section H. 2. c. will be treated as absences for personal business, in accordance with the provisions of Article X, section G. 7.
- 4. Additional days, without pay, may be taken for the purposes described in Article X, section H., 1. and 2., c., with the approval of the teacher's immediate supervisor and the superintendent, in accordance with the provisions of Article X, section L. 3.
- I.
 - 1. The teacher's accumulated total days of absence with pay each year may be utilized for reasons other than the reasons specified in Article X, sections F., G., and H., or for numbers of days of absence in excess of the numbers specified in sections G. and H., if the request is approved by the superintendent. The decision of the superintendent on such requests shall be final and not subject to grievance.
 - 2. The Association will be notified of all requests submitted in accordance with Article X, section I., and the decision on each request. The teacher's name and other personal details involved in the request will be maintained in confidence if the teacher asks for this consideration.
- J. Absence Days for Summer School
 - 1. Teachers employed to teach in the summer school session will be allotted a maximum of one (1) day of absence with pay for each three (3) weeks of summer employment. This allotment may be used during the summer session only. These days may be used for personal illness, personal business, and personal emergencies as described and restricted in this Article.
 - 2. Unused summer school allotted days will not be cumulative.
- K. Association Activities
 - 1. Up to a total of twenty-five (25) workdays per school year may be used by the Association for absences of members to represent the Association. The Association will pay for the cost of the substitute(s) employed to replace such representatives and will pay all expenses involved with attendance at such activities.
 - 2. Under ordinary circumstances, the bargaining unit member will notify the immediate supervisor at least two weeks prior to the intended absence. It will be clearly stated that the requested absence is for Association activities, so that the payroll report can clearly show the reason for absence. In the event there is a particular need for the teacher's services relative to the teacher's professional

obligations to the school district, the teacher will be immediately notified of this fact so alternative arrangements can be made. Within two days following the absence, the Association will submit in writing to the director of finance, the name of the Association representative and the date(s) of the absence.

L. Absences With Approval (Authorized Absences)

1. Absences without pay to a maximum of three (3) working days will be granted with the approval of the teacher's immediate supervisor and the director of human resources to a teacher to participate in a wedding. If days are used for this purpose under Article X. G., the total days in combination of paid and unpaid days shall not be in excess of three (3).
2. Absence without pay to a maximum of twenty-eight (28) calendar days will be granted to a teacher to care for, or to arrange for care for, a sick member of the teacher's immediate family. These days will be in addition to the days of absence with pay which are specified in Article X, section H. 1. a. and b. Extension of absence without pay for this purpose may be granted at the discretion of the District. An absence or an extension for this purpose shall not continue beyond the end of a school year.
3. Deductions from the teacher's salary for absences with approval but without pay shall be computed at the rate of 1/186 of the teacher's basic contractual salary per day's absence. Deductions for less than a full day shall be 1/7 of 1/186 of the teacher's basic contractual salary per each hour of absence.
4. In reference to Article X, Section G, Paragraph 8, the unpaid fifth consecutive day must be approved by their supervisor ten (10) business/working days prior to the absence.

M. Absences Without Approval (Unauthorized Absences)

Deductions from the teacher's salary for absence without approval shall be computed at the rate of 1/186 of the teacher's basic contractual salary per day of absence. Deductions for less than a full day shall be 1/7 of 1/186 of the teacher's basic contractual salary per each hour of absence. In addition, such unauthorized absence may subject the teacher to suspension without pay and/or further disciplinary action.

Article XI TEACHER EVALUATION

- A. The purpose of teacher evaluation is to improve the educational program in the Midland Public Schools.
- B. The evaluation of the work of all teachers is a responsibility of the administration.
- C. The teaching performance of all teachers shall be evaluated in writing. Evaluations shall be conducted by the teacher's immediate supervisor, an administrator working in the same building, the coordinator of the teacher's subject area, the superintendent or designee from the staff of the District.
- D. The District will provide each teacher with a copy of the evaluation form and the criteria to be used in a given school year within the first six weeks of the school year. The name(s) of the teacher's evaluator(s) will be provided to the teacher prior to observation.
- E. Teacher performance shall be evaluated in light of all evidence pertinent to the discharge of the teacher's professional responsibilities and exercise of professional judgment.

- F. All monitoring of observation of the teacher performance will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared and signed by their evaluators and will have the right to discuss such report with their evaluators.
- G. Probationary teaching status is defined in the Michigan Teacher Tenure Act as five years for newly hired, non-Michigan tenured teachers and two years for newly hired, Michigan-tenured teachers. During probationary years, teachers will be regularly observed, will work with administrative supervisors to establish annual, individual development plans and will receive an annual written evaluation prepared by the evaluator. Periodic progress checks on individual development plans will be made between probationary teachers and their evaluators during each probationary year.
- H. Tenure teachers will be evaluated at least once every three (3) years after achieving tenure in the District. Each evaluation must be preceded by observation and a written evaluation will be prepared by the evaluator. A conference between the evaluator and the teacher will be held after each evaluation. Teachers also will be offered the opportunity to have a conference prior to the observation process and written evaluation being prepared, if they wish to have one.
- I. The teacher's overall performance will be characterized by one of three ratings: satisfactory, temporarily acceptable, or unsatisfactory. This does not limit the use of other descriptive terms within the written evaluation.
- J. Any complaints regarding a teacher made to the administration by any parent, student, or other person which will be considered in evaluating said teacher's performance will be promptly called to the teacher's attention.
- K. Each teacher will have the right, upon request, to review the contents of the teacher's own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information, such as confidential credentials and related personal references obtained at the time of initial employment, are specifically exempted from such review. The administrator will remove such credentials and confidential reports from the file prior to the review of the file by the teacher.
- L. If it becomes clearly evident that the work rendered by a tenure teacher or probationary teacher is becoming progressively less satisfactory with the passage of time and/or if it is determined at the time of evaluation that such performance is characterized as "temporarily acceptable," the following shall apply:
1. The administrator shall notify the teacher in writing that such condition and/or conditions exist and shall enjoin the teacher to take the specific, constructive, stated action(s) deemed necessary to improve the quality of work rendered to the school district. Such notice, with corrective recommendations, shall be deemed by the teacher to constitute a fair and just warning. The Association will be notified by the District whenever a tenure teacher is warned in the manner prescribed by this section.
 2. As of the date of warning, the teacher shall have one calendar year to significantly improve the quality of performance.
 3. The District reserves its right, notwithstanding this Article, to dismiss a teacher for just cause as provided under the Michigan Teacher Tenure Act.
- M. Any adverse evaluation of teacher performance asserted by the District or any agent or representative thereof will be subject to the grievance procedure herein set forth; provided, however, that nothing contained in Article XI, section M., will deprive the District of any rights which it has under the Michigan Teacher Tenure Act or under other Articles of this Agreement.

Article XII
TEACHER TENURE PROGRAM

The teacher tenure policy as ratified by the Association and the Board of Education will be recognized by both parties as a legal and binding method of operation. A copy will be on file in the District office and the office of the Association. A copy of the established program will be supplied to each teacher upon request.

Article XIII
DISCIPLINE OF TEACHERS

- A. The District may adopt rules, regulations and directions which are not in conflict with the terms of this Agreement. Teachers are expected to comply with such rules, regulations and directions.
- B. No teacher will be disciplined without just cause. "Just cause" will include, but not be limited to: dereliction of performance; insubordination against the reasonable rules of the District; any flagrant and/or repetitious violation of the terms of this Agreement; or moral misconduct. Disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action.
- C. If any teacher is to be disciplined by any member of the administration other than the teacher's immediate supervisor, or if a warning, reprimand, or other form of discipline is to be recorded in writing and placed in the teacher's personnel file, the teacher will be entitled to have a representative of the Association present. The specific grounds forming the basis for this disciplinary action will be made available to the teacher in writing.
- D. Discipline of teachers will be subject to the grievance procedure set forth in this Agreement within the limitations of Article V.

Article XIV
PROTECTION OF TEACHERS

- A. Teachers will immediately report all cases of assault and/or battery allegedly suffered or committed by them in connection with their employment to their principal in writing.
- B. This report will be forwarded to the District which shall comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, the police, and the courts.
- C. The District will provide legal counsel to advise the teacher of the teacher's rights and obligations. In the event civil proceedings are brought against a teacher in the course of employment and the teacher is ultimately exonerated, or a settlement is achieved out of court, the District will reimburse the teacher for legal counsel fees expended in an amount not to exceed the sum recommended as the minimum fee by the Midland County Bar Association. The teacher shall furnish the District with a statement from the teacher's legal counsel certifying the legal fees actually paid by the teacher, excluding any legal fees paid by insurance or from any other source.
- D. Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Worker's Compensation, shall not be charged against the teacher unless adjudged guilty by a court of competent jurisdiction.
- E. During the term of this Agreement the District will continue in effect its present insurance liability coverage for teachers.

- F. Teachers will not drive, nor ask other persons to drive, pupils to activities which take place away from the school building without the advance approval of the principal or other appropriate member of the administration.

Article XV

TEACHER EMPLOYMENT, QUALIFICATIONS, ASSIGNMENTS and SENIORITY

- A. All new teachers employed by the District for a regular teaching assignment shall be properly certificated or licensed as required by state law including annual vocational authorization permits for teachers certified under Section 390.1165, Rule 65, Administrative Rules governing the certification of Michigan teachers.
- B. Within fifteen (15) days after the first day of the school year, each teacher must have on file with the Human Resources Office a valid Michigan teaching certificate or other documents indicating same and transcript of credits. Failure to file the certificate or transcript by October 1 may result in withholding payment of salary until such filing has been completed.
- C. Teachers, other than newly appointed teachers, will be notified of their programs for the coming school year, including the school to which they will be assigned, the grades and/or subjects they will teach, and any special or unusual classes that they will have as soon as practicable, under normal circumstances not later than June 15.
- D. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and/or for good cause, outside the scope of their teaching certificates or any approval, authorization or permit, and/or their major or minor fields of study. To be qualified, teachers must also satisfy the highly qualified teacher requirements established by the Department of Education and State and Federal law, and the qualification standards set forth in Article XVIII, Section C.
- E. Changes in grade assignments in the elementary schools and in subject assignment in the secondary schools are sometimes necessary and even beneficial. To the extent possible, such changes in grade and subject assignment will be voluntary, but the District reserves the right to make such changes.
- F. Supervision by a teacher of a student teacher shall be voluntary.
- G. At the time of initial employment, or re-employment, if a non-ancillary teacher has had a regular full-time teaching contract (excluding substitute assignments) in a public school district in any of the most recent five (5) years, the teacher's most current salary will be protected by the District, not to exceed step six (6) of the current applicable salary schedule. If ancillary staff has had a regular full-time contract in a public school district or medical/industrial workplace in any of the most recent five (5) years, the ancillary staff's most current salary will be protected by the District, not to exceed step six (6) of the current applicable salary schedule. The salary to protect figure will be documented by providing a copy of the most recent contract, or through employer payroll records. The salary to protect will be for teaching duties only, and will not include any extra compensation for other duties provided. If the salary to protect figure falls between two steps on the District salary schedule, the teacher will be placed at the higher of the two steps but not higher than step six (6). Credit for work related experience for vocationally certified teachers may be granted, not to exceed step six (6) at the discretion of the District.
1. The Midland City Education Association and Midland Public Schools agree to exclude the following positions from the salary to protect language beyond step 6, as stated in Article XV. G of the Master Agreement:
- Teacher placement requiring a Special Education endorsement
 - Special Services Itinerant staff (Physical Therapist, Occupational Therapist, Speech Language Pathologist, School Psychologist, Social Worker)

- Teacher placement requiring a CTE or Industrial Trades endorsement
- Any Teacher placement which is the result of a resignation received July 16th through then end of August.

After a job has been posted for a minimum of two weeks, the District will have discretion to hire at any step on the salary schedule in order to protect the most current salary (as documented by recent contract or employer payroll records) of the new hire or rehire.

The MCEA will be notified when the District has completed a salary placement using this agreed upon language.

All language in Section XV.G.1. is non-precedent setting and will end effective August 31,2023.

- H. Effective with the 2003-04 school year newly hired teachers' seniority begins as of the date of the "intent to hire" letter for teachers as defined in Article I, Section B. Seniority will be determined by the number of days computed on the teacher work year. If more than one teacher has the same number of days computed then seniority is determined by the "intent to hire" letter date. If more than one teacher has the same "intent to hire" letter date, seniority will be determined by the last four digits of their social security numbers. The teacher with the highest four digits will be granted the most seniority.
- I. MCEA members will continue to provide regular Title I services; temporary positions are not to be used to replace regular Title I teaching positions. Temporary Title I teachers will assist and collaborate with the classroom teacher. They will provide services in addition to, not in place of, the regular Title I teacher.

When it becomes necessary to staff a temporary Title I position, the following guidelines will apply:

1. Regular part-time MCEA members who are qualified will be given the first opportunity to apply for temporary Title I positions before positions are posted outside the district;
2. Part-time MCEA members will be paid their per diem rate for doing temporary Title I work;
3. Temporary Title I positions will not affect member seniority per their regular teaching assignment;
4. In the event that a temporary position is not offered to an available MCEA member, the contract Review Committee will meet, review, and approve or disapprove of the plan;
5. Temporary Title I positions not filled by MCEA members will be paid at the guest teacher rate of pay.

If a temporary Title I teaching position exceeds 420 hours in a year and is planned for continuation for a second year, the situation will be reviewed by the Contract Review Committee.

- J. The Midland Public Schools has the responsibility to provide the educational program for the Midland County Juvenile Care Center. This program serves both Midland County and out county youth for both short term and long term placements. The detention program is classified as a resource room setting, thus allowing a teacher/student ratio of 15 to 1.

The JCC staff will consist of three full time teachers who are members of the MCEA. If student numbers temporarily increase in detention to warrant additional staff, the Midland Public Schools will assign a qualified temporary teacher to the program from its substitute list.

- K. A teacher who is required, pursuant to the Elementary and Secondary Education Act (E.S.E.A.), to be "highly qualified" for a teaching assignment (as defined by the E.S.E.A. and the Michigan Department of Education) and is not "highly qualified" for that current teaching assignment shall be granted by seniority the first vacancy for which he or she is eligible.

If there is no vacancy for which the teacher is "highly qualified", the District shall place the teacher in a position for which he or she is "highly qualified" by seniority. If there is no assignment for which the teacher is "highly qualified", said teacher shall be treated under the layoff and recall provisions of this

Agreement as if his or her current position had been eliminated.

A teacher who has been recognized as “highly qualified” under the E.S.E.A. by this school district or another Michigan school district shall be recognized as “highly qualified” by this school district for the duration of his/her employment.

These provisions shall supercede the vacancy, transfer, layoff and recall provisions of the Agreement.

Article XVI PROMOTIONS

- A. A "promotion" is a change to an administrative position. Promotions are not meant to include the taking on of additional duties in connection with extracurricular or extra-duty activities. For purposes of this article the promotional positions are: assistant principal, elementary principal, coordinator, supervisor, department head.
- B. Whenever a vacancy occurs, which is a promotion as defined in Article XVI, sections A. the District shall publicize the same by giving written notice of such vacant position, with qualifications and job description where possible, to the Association and by posting a copy of such notice in each school building. Vacancies shall not be filled except on a temporary basis, until such vacancy has been posted for thirteen (13) days. During the summer months, the publication requirement shall be fulfilled by giving the written notice to the Association and posting a copy at the central administration offices.
- C. Any teacher may apply for a vacancy in a promotional position as defined in Article XVI, section A. In filling such vacancy, the District shall consider the professional qualifications, background, attainments, and other relevant factors of all applicants from within the school district, as well as applicants from outside the school district. If in the determination of the District the qualifications of candidates are equal, preference will be given to candidates from within the school system.
- D. The parties recognize that the filling of promotional vacancies as defined in Article XVI, section A, is a prerogative of the District, and the decision of the District will be final, unless arbitrary, capricious or without basis in fact.
- E. Any teacher who shall be promoted to an administrative or executive position and shall later return to a teaching position shall be entitled to the status which would have been achieved if the person had remained continuously in the negotiating unit. However, for teachers who are promoted to administrative or executive positions after the date this agreement was ratified, seniority and status in the bargaining unit shall be frozen.

Article XVII VACANCIES AND TRANSFERS

- A. Whenever any vacancy in a professional position in the bargaining unit shall occur, the District will give written notice of the vacancy to the Association, including a general statement regarding the required qualifications for the position.
 - 1. Any teacher may apply for such vacancy. In filling such vacancy, the District agrees to give due weight to the professional certification, professional experiences, whether the individual is “highly qualified” as described in the Elementary and Secondary Education Act and related background of all applicants and the length of time each has been in the Midland school system. Within a reasonable time after the notification of a vacancy, all applicants will be informed that the position has been filled, or the notification withdrawn.

2. A vacant position will not be filled, except on a temporary basis, within thirteen (13) calendar days from the date of notification to the Association.
3. When a vacancy occurs within the last thirteen (13) calendar days prior to the orientation day of a new school year, although the Association will be notified of this vacancy, the first priority must go to filling the position for the new school year. Therefore, the time limits imposed on the District in Article XVII, section, A.2. will not be applicable for this two-week period.
4. When a vacancy is filled in the period from thirteen (13) days prior to the orientation day of the new school year through November 1, it will be filled by hiring a teacher who will have all rights accorded all members of the bargaining unit except that the teacher may be reassigned at the beginning of the succeeding school year, solely at the discretion of the District, to any comparable position for which the teacher is certified. The language in Article XVII, 4. shall not apply when the vacancy occurs as the result of a retirement. The District may elect to fill a teaching vacancy by hiring a teacher at any point during the year.
5. When a vacancy occurs during a school year after November 1, the position may be filled on a temporary basis.

B. Although the District and the Association recognize that frequent transfers of teachers from one school administrative unit to another are disruptive of the educational process and interfere with optimum teacher performance, they also recognize that some transfers will be necessary for administrative purposes and to ensure a fair distribution of experienced and qualified teachers through the system. Therefore, they agree as follows:

1. Teachers will not be transferred from one school building to another during the school year except under circumstances where the enrollment in a given building is of such a nature that a viable position has ceased to exist, or when a voluntary transfer would be best for the students and the District.
2. Transfers of teachers will fall into two categories: voluntary and involuntary.

a. Voluntary Transfers

- (1) Teachers voluntarily wishing to transfer to another administrative unit(s) will submit a written request to the director of human resources stating the assignment preferred. Such requests must be submitted prior to March 1 (or on the last business day prior to March 1) for the succeeding school year. All requests will be acknowledged in writing. (See Appendix I)
- (2) Prior to the summer recess, the teacher making a request for a transfer will be notified of all open positions in other units in the District as these openings occur, if the teacher has indicated an interest in the area of the open positions and is certified to teach in this area. If the teacher wishes to be considered for any of the open positions, the teacher must inform the Human Resources Office of this interest within thirteen (13) calendar days of the date of notification. Applicants for transfer to an open position, who are members of the Midland staff, will be given preference over new employees if the applicants' professional and related background and experience are substantially equal to the capabilities of the new employee.
- (3) During the summer recess, teachers who have requests for transfer on file, which were not acted upon prior to the close of school, will be mailed postings of vacant positions as openings occur. A teacher receiving a posting, who wishes to be considered for one of the open positions, shall inform the Human Resources Office by the Friday following the date of notification.

- (4) Teachers who receive a rating of “Minimally Effective” or “Ineffective” are not eligible for a voluntary transfer at the conclusion of that year unless mutually agreed upon by the District and the Association.

b. Involuntary Transfers

- (1) When it becomes apparent that a transfer from a building must take place, the principal (or other equivalent supervisor) will talk to all members of the staff in the building who are in the grade levels or subject field from which it is necessary to transfer someone. If one of these teachers states a willingness to be transferred, that person will be chosen for the transfer. Such a transfer will be considered to be an involuntary transfer.
- (2) Notice of the necessity for transfers will be given to teachers as soon as practical and, under normal circumstances, not later than the end of the semester preceding the effective date of transfer.
- (3) In making involuntary transfers, the convenience and wishes of the individual teacher will be honored to the extent possible, as long as these considerations do not conflict with the best interests of the school system as a whole. If no teacher who is certified for the open position volunteers, the teacher in the building with the least service in the District, who is certified for the open position, has taught in the same grade grouping (K-3 or 4-5) or contiguous grade level (elementary) or in the subject area (secondary) in the last five years, will be transferred.
- (4) An involuntary transfer for which no teacher volunteers will be made only after a meeting between the teacher involved and the superintendent or his designee at which time the teacher will be notified of the reasons for the decision on the transfer. In the event that a teacher objects to the transfer at this meeting, upon the request of the teacher, the Association will be notified and the superintendent or designee will meet with the Association's representatives to discuss the transfer. Disputes under Article XVII, B. 2. b. (4), will be subject to the grievance procedure, but the decision of the Board, unless arbitrary, capricious, or without basis in fact, will be final.
- (5) Postings for open positions in the District will be made available to all teachers being involuntarily transferred. Preference will be given in filling such positions on the basis of certification majors, teaching experience, demonstrable programs needs and length of service in the District. Disputes under Article XVII, B. 2. b. (5), will be subject to the grievance procedure, but the decision of the Board, unless arbitrary, capricious, or without basis in fact, will be final. When the transfer has been made, the transferred teacher will be assigned to classes on an equal basis with other teachers in the instructional unit.
- (6) Teachers being involuntarily transferred may request an interview with the principal (or other equivalent supervisor) of the unit to which transfer is being contemplated.
- (7) Should an appropriate vacancy occur during the summer in the building from which a teacher has been involuntarily transferred, that teacher will have the top priority to return to this open position.
- (8) The placement of involuntary transfers will have a priority over the relocation of voluntary transfers, the placement of teachers returning from leave, or the placement of newly hired teachers.

- C. Whenever there is a change in grade configuration (e.g., sixth grade from elementary to intermediate/middle school, ninth grade from intermediate/middle school to high school), it will be necessary for a number of teachers to transfer from one administrative level to another.
1. Teachers, who are certified to make the move and wish to do so, will submit a written request to the Director of Human Resources stating the assignments preferred in priority order. Such requests must be submitted prior to February 1 for the succeeding school year, unless another date is mutually agreed to by the Association and the District. All requests will be treated in accord with Article XVII, A. 1.
 2. If the staffing needs cannot be fully met by voluntary transfers, it will be necessary to transfer teachers from buildings which would otherwise be overstaffed. Such transfers will be subject to Article XVII, B. 2. b., paragraphs (1) through (7).
 - a. For the implementation of middle school programming, involuntary transfers will begin with overstaffed elementary buildings under B.2.b.1 through B.2.b.4.
 - b. Once involuntary transfers from overstaffed elementary buildings have been identified, seniority in the District will be used to determine assignment to open positions for which a teacher is certified to teach. The most senior involuntary transfer will be given first opportunity to select a position for which the teacher holds certification. This process will be applied from most senior through least senior involuntary transfers from overstaffed elementary buildings.
 - (1) At the time an individual teacher is to make a selection, should the number of open positions at the elementary and/or middle schools be less than the number of involuntary transfers remaining, the involuntarily transferred teacher may choose not to select from open positions as outlined in XVII C.2.b. In such instances, the involuntary elementary transfer will be transferred to the middle school fed by the majority of students from their elementary school. Should the number of open positions at the elementary and/or middle schools be equal to or greater than the number of involuntary transfers remaining, the involuntarily transferred teacher must select an open position for which they are certified.
 - c. Once elementary involuntary transfers have been identified, middle schools that are overstaffed will determine their involuntary transfers as per elementary procedure outlined in XVII.B.2.b.1., 2., 3., and 4.
 - d. Once involuntary transfers from overstaffed middle school buildings have been identified, seniority in the District will be used to determine assignment to open positions for which a teacher is certified to teach. The most senior involuntary transfer will be given first opportunity to select a position for which the teacher holds certification. This process will be applied from most senior through least senior involuntary transfers from overstaffed middle school buildings.
 - e. Involuntary special education transfers will be determined in the same way that involuntary regular education transfers are determined. This process is outlined in Article XVII C. 1. through 3. Transfers to regular education from special education will be determined through the voluntary process and not through the involuntary process.
 3. Teachers who have been involuntarily transferred because of a change in grade configuration, and wish to be transferred again in any succeeding year, will have all the rights and privileges guaranteed in Article XVII, B. 2. a., paragraphs (1) through (3).

Article XVIII

REDUCTIONS IN PERSONNEL

- A. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the District, teachers shall be laid off on the basis of seniority, provided that a more senior teacher may be laid off while a less senior teacher is employed, if the more senior teacher is not certified and qualified for the position to which the less senior teacher is assigned. Further, this procedure shall be subject to the Michigan Teachers' Tenure Act. To be qualified for a position a teacher must satisfy the highly qualified teacher requirements as established by the Department of Education and State and Federal law and the qualification criteria set forth in Section C of this Article and in Article XV, Section D. The Association and District will further use their best efforts to assist all teachers whose employment is terminated for lack of work to secure professional employment.
- B. If, after a reduction of teachers as outlined above, there are teaching positions that become vacant, laid off teachers who are certified, qualified and satisfy highly qualified teacher requirements, shall have recall rights in accordance with the Tenure Act, except that order of recall shall be based upon seniority and probationary teachers shall have the same recall rights as tenure teachers. In the event that two or more teachers are certified, qualified and satisfy highly qualified teacher requirements, in accordance with the Tenure Act, tenured teachers shall have preference over probationary teachers.
- C. In determining what constitutes "qualified" the District shall utilize the following factors: Experience in the level and content area, past performance as determined by personnel records, certification and Highly Qualified status, if applicable.
- D. Before official action on a reduction of teachers is taken by the Board of Education, notice will be given to the Association of the contemplated reduction to afford the Association opportunity to meet with the District regarding the effects of such reduction.
- E. The Midland Public Schools and the Midland City Education Association do not recognize or practice bumping in the staffing process, that is, a person cannot bid on or assume a position occupied by another individual.

Staffing assignments are based upon administrative unit, meaning within each building. The principal or immediate supervisor has the right of assignment within the building. Staffing for elementary auxiliary programs and special education is conducted separate from building assignments. This assignment is based upon allocated hours, certification, Highly Qualified status and required special training where applicable. Staff members who do not have contracts filled due to reductions in sections or programs are identified as involuntary transfers.

Based upon seniority in the District involuntary transfers select from open positions for which they are qualified as defined above. A more senior staff member may elect to take the place of the involuntarily transferred staff member, but will assume that person's seniority for the purpose of selecting an open position. All involuntary transfers have the right of return to the building or program from which they were displaced if an opening occurs before the start of the school year.

Once involuntary transfers have been assigned, voluntary requests are honored, starting with the highest seniority. Every time a position is filled the district must go back through the list to check openings and offer the next most senior member any position that he/she has requested and for which he/she is qualified as defined above. Teachers receiving a temporarily acceptable rating are not eligible for voluntary transfer.

As a result of staff reductions the following will occur:

- Teachers being partially displaced from assignments at the elementary level will be given the option to become displaced completely. This will allow these individuals to assume entire positions, rather than combined, partial positions.
- In the case of Kindergarten each half day will be treated as a separate assignment.
- Teachers being partially displaced at the secondary level will be placed in equivalent openings if they exist. If no secondary opening exists, teachers will be given the option to become fully displaced. This will allow these individuals to assume full assignments, rather than combined, partial positions.

Example – If a teacher has a full time position and that position is reduced by 0.4, that teacher will be given the option to become fully displaced, allowing said teacher to assume a full time opening elsewhere in the District based on qualifications as defined above.

- The purpose of this procedure is to reduce the number of traveling teachers and split assignments between buildings and to minimize the disruption of staff assignments.

Article XIX

SUBSTITUTE SERVICE FOR TEACHERS

- A. The District will maintain a list of substitute teachers to be utilized by the administration, when teachers are absent from their assignments.
- B.
 1. In those cases where substitutes are not available in the secondary schools, and a teacher voluntarily agrees to serve one class period as a substitute during a non-teaching period of the regular daily assignment, the teacher will be paid the B.A. minimum hourly rate (Category I, Step 1, rate divided by 186, divided by 7), when their special is cancelled and they teach their students regardless of content of instruction. Fractional periods less than fifty percent (50%) will be prorated. Such arrangements will be made by the principal of the school.
 2. In those cases where substitutes are not available for auxiliary class instruction (art, music, physical education and elementary Spanish) or media instruction, the elementary classroom teacher will be paid the B.A. minimum hourly rate (Category I, Step 1, rate divided by 186, divided by 7). If auxiliary teachers, media specialists, counselors, literacy specialists, PYP coordinators, intervention specialists, or other teachers substitute for classroom teachers, the same rate will apply
 3. Payment for all services rendered pursuant to the provisions of Article XIX, section B. 1. or B. 2., will be made in the regular paychecks for the pay periods in which said services are rendered.
- C. Positions which will be vacant for at least one semester will be filled by personnel who have met the state certification requirements.
- D. Auxiliary teachers will not be utilized as substitutes in the elementary schools, except in emergencies.
- E. All teachers will prepare in advance written lesson plans for the classes they teach. These lesson plans, except in cases of extreme emergency, will be made available to the substitute for at least one or two days of teaching.
- F. A certificated person will be responsible for every scheduled class. In the event of an emergency and a non-certificated person is temporarily assigned to a class, a certified teacher will be designated to provide assistance to the temporary emergency substitute as may be required.

Article XX
TEACHER HOURS AND DUTIES

- A. Teachers will be on duty to supervise students 15 minutes prior to the start of the instructional day at the secondary level and 5 minutes prior to the start of the elementary instructional day.

Secondary teachers may use flexibility with the above report and end of the day time with approval of their immediate supervisor/building principal when necessary, but will be limited to a choice of either a 15 minute flex time or 30 minute flex time option. The decision is to be made at the beginning of the semester and cannot be changed during that semester. Flex time agreements are null and void for all professional development days and the teacher must remain available to schedule meetings for IEPs, parents and other meetings determined by the immediate supervisor/building principal. Any other arrangements will be determined at the discretion of the immediate supervisor/building principal.

- B. Continued definitions:

1. Instruction. “Instruction” includes direct classroom instruction of students, supervision of students in study halls and lunchrooms, supervision of students in projects and programs, supervision of students prior to class or session, and other efforts related to the teaching of students.
2. Conference and Preparation. “Conference and Preparation” is time provided for teachers to attend to non-instructional responsibilities such as lesson planning, student and parent conferences, preparing tests, maintaining records, correcting papers and tests, previewing instructional materials, and participating in meetings called by the District. This time is to be utilized within the building unless specific approval otherwise has been granted by the District.
3. On occasion it may become necessary to allow a student remote access to a classroom. “Access” to a classroom does not mean that the teacher is responsible for creating a separate lesson for the student, but rather the teacher will utilize appropriate technology that may allow a student to see and hear a lesson presented to the students who are physically present in the classroom. In addition, there will be no expectation of interaction between the teacher and student. Specifically, an administrator would make such a request of the teacher on a student’s behalf when they are expected to be absent due to a confirmed medical absence or through a disciplinary removal. Such a request would only occur if the student was expected to be absent for more than five days, but less than twenty days. Remote access will be granted if it is appropriate for the lesson. Remote access is limited to one student per session, and the session will be during the student’s scheduled class period. If two or more students require remote access during the same class period, the administrator and teacher will collaborate on an appropriate solution.

- C. Each elementary will be allocated 12.5 hours of paraprofessional time per week for classroom support in grades K-5. The distribution of the paraprofessional time will be determined at the building level administration and a representative teacher of each grade level.

- D. An elementary classroom teacher shall be assigned not more than six (6) hours eleven (11) minutes per day, grades K-5, or twenty-seven (27) hours and thirty-five (35) minutes per week.

No less than three (3) hours and twenty (20) minutes of conference and preparation time will be provided weekly for elementary teachers grades K-5. Within this conference and preparation time, a minimum of one (1) hour of grade level common planning time will be provided weekly.

Both parties agree to reconvene the subcommittee between MPS administration and the MCEA contract team on an as needed basis to discuss issues that arise with the implementation of additional elementary collaborative and conference and preparation time. This committee may also consider the potential addition of an additional auxiliary class if the district and Association agree there is a need.

- E. A high school and middle school classroom teacher shall be assigned:
1. Not more than five (5) periods per day or twenty-five (25) periods per week of providing instruction services. Each period is to include supervision of students prior to class or session as defined in Article XX, Section C.
 2. Not less than two (2) periods per day or ten (10) periods per week of providing conference and preparation services. Part-time teachers will be assigned a percentage of conference and preparation time proportionate to the F.T.E.
 3. To teach in not more than two (2) subject areas. Sixth grade teachers at the middle school level are limited to three (3) subject areas. Language arts is considered one subject area.
 4. No more than three (3) preparations per semester except in certain classes such as foreign language, music, industrial arts/technology education, home economics/life management, and specialized English courses where the variety of levels or the similarity of activities makes it impractical to have such limitations.
 - a. It is understood that efforts will be made to avoid scheduling multiple level classes consisting of non-adjacent levels (i.e., I and III) or more than two levels (i.e., I, II, III) per semester.
- F. An auxiliary classroom teacher shall be assigned variable amounts of instruction and conference and preparation time matching, in total, the instructional and conference/preparation time assigned to elementary classroom teachers.
1. Beginning with the 2023-2024 school year, Elementary Music and Art student contact time will be increased to sixty (60) minutes per session.
 2. The Association and District agree to re-open the language in this section if the District's unassigned fund balance falls at or below 15% of the previous fiscal year's expenditures.
- If the district is unable to fulfill staffing obligations in this section despite active recruiting, the association and district agree to collaborate through contract review on potential resolutions. Recruiting updates will be an agenda item on contract review throughout the period of implementation.
- G. Counselors, media specialists, school social workers, school psychologists, therapists, speech pathologists, and teachers in comparable assignments in support of the classroom instruction process shall be assigned a comparable workday to that of other teachers assigned to the same building or buildings.
- H. Summer scheduling is the responsibility of building administration. Administration can request that counselors provide services during the summer in return for compensatory time that would be scheduled, with administrative approval, during the school year. An administrative request for summer services must be agreed to by the counselor.
- Each high school counselor may work up to ten (10) extra contractual days during the summer, at a per diem rate, by mutual agreement between the high school counselor and his/her supervisor as to the actual work schedule. Any time required or requested above ten (10) days will be granted as compensatory time.
- All non-contractual evening meetings will continue to be optional. The administrator has the discretion, with agreement from the counselor, to use comp/flex time to meet counseling needs for those non-contractual meetings outside the school day.
- Comp/Flex time will be equal to time spent outside the contractual day.

- I. It is recognized that it is important for the elementary classroom teacher to be acquainted with the auxiliary instructional program. It is encouraged that all elementary classroom teachers to follow through on the program initiated by the auxiliary teacher.
- J. Teachers shall have a duty-free lunch period of the following lengths:
 - 1. Elementary schools - no less than forty-five (45) minutes.
 - 2. Secondary schools - no less than forty (40) minutes including passing time (see C of this Article).
 - 3. Except in dire emergency situations, meetings of any kind held during a teacher's duty free lunch period will only be initiated at the teacher's discretion.
- K.
 - 1. Exceptions to the provisions of this Article may be made if the District or its representatives determines that it is necessary to do so in an emergency or if mutually agreed to by the District and the Association. An Association representative in the affected building will be notified of each exception. A disagreement over whether an exception is justified will be subject to the grievance procedure.
 - 2. The Association agrees that the responsibility of teachers to their students and their profession requires the performance of duties that involve the expenditure of time beyond that of the normal working day.
 - 3. The Association further agrees that teacher participation in school functions and activities that relate to education and student development is desirable and will be encouraged by the Association as well as the District. All certificated staff (full and part-time) are expected to attend one open house without additional compensation. Attendance at any other evening activities will be voluntary.
 - 4. Teacher participation in extracurricular activities for which no additional compensation is paid will be voluntary.
- L. When classes are canceled, teachers are not required to report.
- M. First semester report cards will be due by 8:00am on the day of January 17, 2022 for the 2021-2022 school year. For elementary teachers, grade reports sheets or electronic grades at the end of the school year will be due at 4:00 p.m. on the last teacher workday. The exception will be for students who are being retained or other extraordinary circumstances. Under these circumstances the teacher, principal and parent will work on an alternate date for providing the information.

Article XXI

CLASS SIZE

- A. The parties agree to the following class size maxima with the exceptions of traditional large group instruction classes or experimental classes where teachers have voluntarily agreed to exceed the maximum:
 - 1. Elementary Schools

	<u>Maximum Class Size</u>
Kindergarten	25
First Grade	25
Second Grade	25
Third Grade	28
Fourth Grade	28

Fifth Grade	28
Split Grades	24

- a. The District will pay a quarterly stipend of \$230 for each of the first three students over the specified class size maximum. The District will pay a quarterly stipend of \$460 for each subsequently assigned student to the class. It is administration's responsibility to turn the overload data into the payroll department. Overload stipends will be determined four (4) times per year; at the October count day and the February count day with the other two times at a mid-marking period for which the District and the Association will mutually determine.

2. Secondary Schools

	<u>Maximum Class Size</u>
Sixth Grade	30
Art	30
English	30
Speech/Dramatics	30
Social Studies	30
Math	30
Science	30
Foreign Language	30
Drafting	30
Industrial Education	30
Life Management	30
Keyboarding	36
Business Education	30
Music	No Limit
Physical Education (excluding varsity sports classes)	38
Swimming	33
Study Halls	130

The class size maximum will never exceed the number of stations/desks available in a classroom or laboratory. If at any time the number of students placed in a classroom or laboratory is suspected to be a safety issue, the teacher will notify the building administrator and an immediate adjustment, if appropriate, will be made to the number of students assigned to that particular class period.

- a. The District will pay a quarterly stipend of \$45 for each of the first three students over the specified class size maximum. The District will pay a quarterly stipend of \$90 for each subsequently assigned student to the class. It is administration's responsibility to turn the overload data into the payroll department. Overload stipends will be determined four (4) times per year; at the October count day and the February count day with the other two times at a mid-marking period for which the District and the Association will mutually determine.

3. Special Education

- a. The class sizes specified for each type of impairment in the State of Michigan Special Education Code will be followed in the Midland schools.
- b. Special education students assigned to special education classrooms, but integrated into regular classrooms for a minimum of one (1) hour per day, will be counted in determining class size for the regular classroom as though the students were enrolled in the regular

classroom for the entire day. If an overload results from the special education student's integration in the classroom, the overload stipend will be determined on a prorated basis. This will be calculated based on the weekly time (determined by the principal, classroom teacher and special education teacher) that the student spends in the regular classroom divided by the instructional time per week.

- c. The District, after 15 school days, will pay \$10 per student per school day for each student on a Special Education and Ancillary staff's caseload assignment which causes the caseload to be out of compliance until the caseload is brought back into compliance.
- B.
 - 1. The number of students assigned to a cooperative education coordinator will meet the requirements of the Michigan Department of Education for vocational education reimbursement.
 - 2. The number of students assigned to a work experience coordinator will not exceed twenty-five (25) students per teacher-coordination hour.
- C. In the event of operation millage failure(s), or if significant changes made by the State of Michigan in its methods of financing schools affect the maintenance of the standards set forth in this Article, the District or the Association may, at its option, reopen negotiations. The negotiations would relate to class size as set forth in this Article and its subsections.

Article XXII

NON-TEACHING DUTIES

- A. The Association recognizes that teachers have a responsibility to pupils and to the profession which requires performance of supervisory duties within the school day and duties outside the classroom that involve expenditures of time beyond that provided in the minimum work day. Further, the Association acknowledges that many clerical functions are inherent with teaching, especially if the highly professional and confidential relationship with the student is to be preserved.
- B. To the extent possible and practical, teachers will be assisted and/or, where appropriate, relieved by the utilization of techniques, such as use of non-teaching personnel, in performing non-teaching and administrative duties, such as the following:
 - 1. Supervision of students during study halls, lunch periods, and/or playground during the lunch period.
 - 2. Secretarial and clerical duties such as duplicating materials, collecting and recording attendance data, distributing supplies and materials, money collections, and assisting in materials center facilities.

Article XXIII

TEACHING MATERIALS

- A. Teachers in all instructional areas will be provided with approved textbooks and instructional materials for teaching students. The District will confer with teachers from time to time for the purpose of improving selection and use of such educational tools, as well as for the maintenance of uniform District policy with respect to selection and use of these educational tools.
- B. Prior to changing a textbook or selecting a new textbook, the teachers affected and/or a committee of such teachers will be given the opportunity to meet and consult with the superintendent or designee regarding the proposed change or selection. Similarly, the Association, if it desires to initiate a change in a textbook or select a new textbook, may notify the administration. Then the Association, through appropriate

committees, and the administration will meet at a mutually satisfactory time and place to discuss said matter. The Board's decision will be final.

- C. After each teacher has had an opportunity to order supplies and the order is approved by the building principal, it will not be changed or rejected without notification to and consultation with the teacher except in cases of emergency.

Article XXIV TEACHER FACILITIES

Each school will have the following facilities:

- A.
 - 1. Space in each classroom in which teachers may safely store instructional materials and supplies.
 - 2. Space in each building in which auxiliary teachers may safely store instructional materials and supplies.
- B. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
- C. An appropriately furnished room to be used as a faculty lounge. To the extent possible without cost for construction or renovation of existing facilities, excluding minor alteration such as shelving and removal of doors and the like, said lounge will be in addition to the aforementioned teacher work area.
- D. Well-lighted and clean rest rooms for teachers.
- E. A telephone to be used for schoolwork connected calls will be available for teacher use in each building, said telephone to be located in an appropriately private place.
- F. To the extent feasible and provided no substantial investment is necessary, off-street paved parking facilities shall be provided and properly maintained for teacher use.

Article XXV SALARIES

- A. The school year salaries of all persons covered by this Agreement are set forth in Appendix A Tier #1, Appendix A Tier #2 and Appendix A Salary Schedule for Electronic Learning Facilitators.
- B. Each teacher will be paid on a biweekly basis commencing with the first regular pay of the school year. Teachers may exercise the option to have their pay spread throughout the school year, throughout the school year and the following summer, or throughout the school year and the following summer with the last school year pay being a lump sum of the remaining payments. Teachers new to the district in 2005-2006 and thereafter will receive their pay through direct deposit.
- C. Salary amounts paid to teachers who work on less than full-time assignments will be proportional to the percentage of the assignment to a full-time assignment.
- D. The minimum of 140 days in a regular school year must have been worked by a teacher to qualify that teacher for a year's work experience credit and/or to qualify for a salary increment. Absences or leaves with pay are considered days worked.

- E. In the event a part-time teacher is subsequently employed on a full-time basis, the position on the salary schedule shall be adjusted proportionately to reflect such changed status; e.g., a teacher who has taught half-time for four (4) years will be credited with two (2) years of service for salary purposes.

For the purpose of administering this provision the following procedures will be followed:

1. In the case of a teacher going from part-time to full-time teaching, only those part-time years subsequent to August 25, 1971, will be adjusted proportionately to reflect this change of status. For example, consider a teacher who had been on a part-time basis since starting as a new teacher in 1988 and in 1993-94 went to full-time:

	Fraction of Full-time	Step Placement	Step Placement if Going to Full-time in 1993-94
1988-89	.5	0	0
1989-90	.5	1	1
1990-91	.5	2	2
1991-92	.5	3)	equated to 1 year of experience
1992-93	.5	4)	
1993-94	.5	5	
1993-94 (full-time)			4

2. In equating part-time years to full years of experience, any fraction of a year of .5 or more, in the sum of the fractional years, will be increased to the next higher full year. If the fraction of a year is less than .5, the fraction will be dropped.
3. After being on a full-time basis for a number of years, if the teacher returns to a part-time situation, the teacher will be placed on a step on the salary schedule as if the teacher had continually been on a part-time basis during the full-time teaching experience. For example, continuing with the above illustration, if this individual taught full-time for a few years and then returned to part-time, the teacher would be placed on a step as indicated:

	Fraction of Full-time	Step Placement	Evaluation of Step Placement if Returning to Part-time in 1995-96
1988-89	.5	0	0
1989-90	.5	1	1
1990-91	.5	2	2
1991-92	.5	3)	Valued at 1 year when going to full-time
1992-93	.5	4)	
1993-94	full	4	5
1994-95	full	5	6
1995-96	.5		7

Article XXVI **INSURANCE**

A. Group Life Insurance

1. Group term life insurance in an amount equal to twice the basic school year salary, as provided in Appendix A, rounded off to the next higher thousand dollars, will be provided by the District.
2. The group life insurance will be provided for each teacher employed (both part-time and full-time).

3. The District will pay the full premium cost of this group term life insurance.

B. Group Hospital-Medical-Surgical Insurance ("Health" Insurance)

<https://www.midlandps.org/employees/benefits>

1.
 - a. Spouses of Midland Public Schools employees are required to enroll in health insurance programs which are available through their employer by October 1, of the current school year. Primary care for dependents other than spouses will follow the established "birthday" rule.
 - b. If a husband and wife are both employed by the district the health insurance coverage for both and/or their children if any will be considered either 2-person or full family coverage. The "birthday" rule, as defined in the summary plan description, will be used to determine the policy holder and contributing employee.
2.
 - a. Enrollment in the group health insurance program will be open only to teachers employed seventy-five percent (75%) or more of a full teaching load.
 - b. A teacher must elect to be enrolled in the group health insurance program within thirty-one (31) calendar days of the teacher's effective date of employment. After this thirty-one (31) calendar day period, a teacher may enroll in the program at any open enrollment period established by the insurance carrier. The District agrees to obtain from the insurance carrier the dates of the open enrollment period for each year of this Agreement and to notify the Association of such dates.
 - c. A teacher, who has been covered through family coverage by a group health insurance program provided by another employer and ceases to be eligible for this coverage, will be immediately eligible upon application for enrollment in the District's group health insurance program without waiting for the next open enrollment period as specified in Article XXVI, section B. 2. b.
3.
 - a. It is agreed that the District will pay costs as outlined in the District's Summary Plan Description for eligible association members.
 1. Insurance provisions are based upon the Board of Education maintaining the use of the state mandated hard cap provisions of Public Act 152 of 2011 for the remainder of this agreement.

For the 2022-23 school year, the benefits for covered employees will be as follows:

- a. MESSA High Deductible Health Savings Account (HSA) Plan and ABC Rx Prescription Plan. If the District chooses a new health care provider for 2023-24 and/or 2024-25, it will be equivalent to the 2022-23 school year plan.
- b. The district will ensure the difference between the plan deductible and HSA contribution for the 2022-23 school year is:
 - \$350 for self-only enrollees
 - \$700 for 2 person/family enrollees

The district will ensure the difference between the plan deductible and HSA contribution for the 2023-24 and 2024-25 school year is:

- \$325 for self-only enrollees
- \$675 for 2 person/family enrollees

If the hard cap is exceeded, the HSA contribution will be negotiated through the contract review process.

On January 1 (or the first business day after January 1), the District will load (2/3) into the employee's HSA account. The remaining (1/3) will be loaded on September 1 (or the first business day after September 1). If a participating MCEA member leaves the District in mid-year, no more money will be added to the member's HSA account from the date of resignation forward.

c. The employer contribution will be loaded no more than twice a year, except when it is needed by a member prior to the date of payment. The initial payment will be on the first business day after January 1st of the calendar year. If a second payment is used, the payment date will remain consistent for the duration of the master agreement.

e. New hires will have their employer contribution loaded upon hire, prorated to the number of months left in a plan year.

f. The District retains the right to bid for a healthcare plan.

- b. Employees who elect to participate in the District's Health Insurance program, beginning with the first pay of each school year, will pay toward the District's health insurance plan three percent (3.00%) of salary for Full Family Subscriber, two and one-half percent (2.50%) of salary for a Two Person Subscriber, and one and three-fourths percent (1.75%) of salary for Single Subscriber. For purposes of calculation, salary will be defined as a teacher's base salary plus longevity. Payments will be spread over the first twenty-one (21) pays.
 - 1. A person may opt out of insurance coverage throughout the school year, however that person may not re-enroll in the insurance plan until open enrollment.
 - 2. Teachers may elect to use Midland Public Schools Section 125 Cafeteria Plan to pay their share of their medical insurance premiums using pre-tax dollars. Current documents may be obtained through the Business Department.
 - 3. Employee premium contributions cover the cost of benefits from September 1 through August 31. Changes in employment status could result in a proration of contribution or benefits.
- c. If in the duration of the Master Agreement, the illustrative/premium rate for the current insurance policy exceeds the state mandated hard cap allowance, the amount of employee premium contributions as defined in Paragraph B.3.b. of Article XXVI will be applied to the state mandated requirement for employee premium share for the hard cap provision defined in Paragraph B.3.a.1. of Article XXVI.

With mutual agreement of both the MCEA and the District, if it is determined to be in the best interest of the parties to change current benefit levels because of a change in state mandated requirements for employee premium sharing during the duration of the Master Agreement, the parties will meet to negotiate those policy changes. Representatives of other employee groups may be included in the discussion.

C. Group Dental Insurance

1. Effective September 1, 1977, and continuing for the duration of this Agreement, the District will provide a group dental insurance program for teachers with benefits which will be comparable with the benefits of dental insurance programs provided by other major employers in Midland. Modifications providing increased benefits were made beginning in the 1988-1989 school year.
2.
 - a. Enrollment in the group dental insurance program will be open only to teachers employed seventy-five percent (75%) or more of a full teaching load.
 - b. A newly-employed teacher who is eligible for enrollment in the District's group dental insurance program must elect to be covered within thirty (30) calendar days from the teacher's effective date of employment. After this thirty (30) calendar day period, a teacher eligible for enrollment may enroll in the program at any open enrollment period established by the insurance carrier.
 - c. The provisions of Article XXVI, section C. 2. b., will also apply to a teacher returning from leave of absence who has not continued enrollment in the District's group dental insurance program while on leave of absence.
 - d. A teacher who certifies to the District that the teacher is no longer eligible for coverage by a group dental insurance program provided by another major employer will be immediately eligible upon application for enrollment in the District's group dental insurance program without waiting for the next open enrollment period as specified in section C. 2. b.
 - e. If a husband and wife are both employed by the District, the dental insurance coverage for both and for their children, if any, will be provided through family-unit coverage.

- D. The District will continue to provide the Long Term Disability program at no cost to teachers (both part-time and full-time).

Medical coverage while on Long Term Disability – any member will be entitled to up to twelve (12) months of additional insurance coverage while on Long Term Disability at no cost retroactive to the beginning of the 2008-09 school year. Members must first use all paid personal sick leave days.

Formula: Each MCEA bargaining unit member will contribute a sick day and the Midland Public Schools will match this number with a like number of days. The value of these contributed days shall be recognized as the cost of a substitute teacher, plus all accompanying taxes, retirement contribution and all other associated costs. The money derived from this formula shall be used to pay medical claims for any member on Long Term Disability. The sick bank as prescribed in the Master Agreement will continue as delineated in this Agreement.

- E. The District will provide vision insurance equivalent to MESSA VSP2 at no cost to teachers employed seventy-five percent (75%) or more of a full teaching load. Beginning July 1, 2017, employees may purchase at their own expense 2-person or family vision coverage at the additional cost beyond the single subscriber rate through pre-tax dollars.
- F. The District will continue to provide a childcare flexible spending account option for employees.
- G. Teachers who are eligible for benefits and are laid off at the conclusion of the school year will have health care coverage, dental insurance, life insurance and vision insurance extended through the end of August of that year. Teachers who are eligible for benefits and are laid off at any other time will receive the same coverage for one month following the month their employment becomes inactive. Teachers who are non-renewed for any reason will receive benefits for one month following the month their employment ceases.

Article XXVII
LOCAL RETIREMENT PAY

- A. If a teacher has completed ten (10) or more years of service in the Midland school system, the teacher will be paid fifty dollars (\$50) for each year of service in Midland up to a maximum of one thousand dollars (\$1,000), if the teacher terminates employment under any of the following circumstances:
1. Voluntary retirement under the provisions of the State Retirement Act.
 2. Forced retirement, prior to regular retirement age, for health reasons.
- B. For the year in which the teacher retires, the rate of fifty dollars (\$50) will be changed to 0.4% of the Category I, Step 1 (based on the employee's current salary tier schedule), for each year of service in Midland for those bargaining unit members who announce they are retiring at the conclusion of the school year. These teachers must notify the director of human resources no later than February 1st (or on the last business day prior to February 1) of their intention to retire.
- Teachers who notify the district of their intent to retire by February 1, of the year they plan to retire, and who have at least 30 years of service (MPSERS calculations) are not required to draw a pension upon retirement in order to qualify for this benefit.
- C. The stipend in this article will be paid as a non-elective employer-paid lump sum contribution to the IRC 403(b) plan established by the Board.
- D. Contractual benefits for June retirees will continue through August 31 unless the retiree requests an earlier termination of benefits.

Article XXVIII
PERSONAL INJURY BENEFITS

- A.
1. Whenever a teacher is absent from duty as a result of personal injury caused by an accident or an assault and/or battery upon the teacher arising out of and in the course of employment, the teacher will be paid full salary (less the amount of any worker's compensation paid for said injury) for the period of such absence not to exceed 189 working days.
 2. No part of such absence will be charged to the allotted or accumulated days of absence with pay as specified in Article X of this Agreement.
 3. The District may, at its option, request a confirming statement from a physician relative to the duration of such absence from duty. At the District's request, a teacher will be required to submit a statement from a physician certifying ableness to perform all aspects of the work assignment before the teacher is permitted to return to work.
 4. When such teacher is able to return to work, the teacher will be restored to the previous assignment or an equivalent assignment.
- B. The District will pay for:
1. The full market value of any clothing or other personal property damaged or destroyed as the result of an accident or assault and/or battery upon the teacher suffered in the course of employment; and

2. The cost of medical, surgical or hospital services (less the amount of any worker's compensation and District-provided hospital-medical-surgical insurance) incurred as the result of any injury sustained in the course of employment.

Article XXIX

SUMMER SCHOOL

- A.
 1. Teaching positions in the Midland summer school will be filled first by qualified teachers in the bargaining unit and/or by teaching administrators regularly employed in the Midland school system. An exception to the foregoing will be that qualified persons outside the bargaining unit may be used to teach pilot and/or experimental classes.
 2. In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and previous regular and summer school teaching experience.
- B. Application by regularly employed teachers for summer school will be filed with the teacher's immediate supervisor at least two (2) months prior to the beginning of summer school classes, and such applications will be renewed by the teacher for each subsequent session. The decision of the Board, **unless arbitrary, capricious or without basis in fact**, on such applications and in filling of such vacancies, will be final. To the extent possible, teachers will be given advance notice of the disposition of their application for summer employment.
- C. Wherever feasible under the circumstances (i.e., availability of facilities and financial resources) the class load shall not be greater than during the regular school year.
- D. In classes of a remedial nature, class size will, to the extent possible, be limited to fifteen (15) students.
- E. To the extent possible and whenever practical, class shall be held in schools most conducive to pupil and teacher comfort.
- F. The only provisions of this Agreement that will specifically apply to the summer school program shall be Appendix D; Article V; Article X, section J; and Article XIV.

Article XXX

SCHOOL CALENDAR AND TEACHER YEAR

- A. The District and the Association agree that it is in the best interest of students, staff, and community to have an agreement on the following year's calendar by a Board of Education meeting in March.

However, the Association and the District recognize that the calendar is a mandatory subject of bargaining and therefore may be impacted by decisions made during negotiations between the two parties. Any district calendar published by the Board of Education will state that it is subject to change.
- B. The calendar approved by the Board will meet the following provisions:
 1. The Number of workdays for teachers to report to work in the calendar will be determined through the negotiations process. But the negotiated workdays shall not exceed 186 assigned workdays for teachers in the school year. For the 2022-23, 2023-24, and 2024-25 school years, there will be no more than 186 assigned workdays for the teacher in the school year.
 2. There will be three (3) optional days without students in attendance. Optional shall be defined as, it is at the teacher's discretion as to the location from which they accomplish their required work.

If the teacher chooses to report to their worksite, the District will keep the buildings open during these scheduled days. These three (3) days do not count as contractual workdays.

The three (3) days will be utilized as follows:

- a. One (1) day for all teachers at the beginning of the school year.
- b. One (1) workday for all teachers at the end of the first semester.
- c. One (1) day for all teachers at the end of the second semester.
- d. The other days of the school year will be student instruction days and the number of these days will be negotiated within the parameters set by the State of Michigan for the required number of instructional days and hours of instruction.
- e. Additionally, there will be 36 hours of Professional Development. The assignment of these hours will be negotiated as terms of the collective bargaining agreement.

On one of the workdays prior to the beginning of the school year there may be a morning district-wide professional development activity that will include all professional staff in a common location. This meeting will count for no more than two (2) of the 36 hours of professional development that may occur.

For the 2022-2023, 2023-2024, and 2024-25 school years, two (2) hours of professional development will be dedicated to elementary collaborative time on three (3) of the six (6) hour PD days which are scheduled during the school year. The purpose of the collaborative time will be jointly determined by certified staff and the building administrator through the Continuous Improvement Team.

Fifteen minutes may be added as needed before or after building level professional development for the conduct of routine school business. The requirement of additional time will be at the discretion of each building administrator. The placement of the additional time will be mutually agreed upon by staff and administration.

With the exception of the Professional Development Days established by the Midland County Educational Service Agency (MCESA), the dates, and times for these Professional Development Days will be determined by the Contract Review Committee. The number of hours required for these Professional Development Days set forth by the MCESA along with the District assigned Professional Development hours shall not exceed the 36 hours of total Professional Development required.

f. There will be up to 15 hours of optional record time included in the calendar negotiated for the collective bargaining agreement.

g. There will be two (2) half days during the 2022-2023 school year on which Teachers do not have work and/or attendance obligations during the afternoon. The designated days are December 21st and March 23rd.

h. Changes made to Article XXX B. will revert to 2019-2021 language at the conclusion of the 2024-2025 school year.

3. The following holidays and vacation days on which school will not be in session shall be incorporated in the school calendar: Labor Day, Thanksgiving Day and the Friday following, Christmas Eve, Christmas Day, New Year's Day, the weekdays between Christmas and New Year's, Good Friday, and Memorial Day. The national or state designations of the dates on which holidays fall will be followed in the Midland Public Schools calendar. Following State Law, the placement of the winter and spring breaks will be established by the Midland County Educational Service Agency (MCESA).

Other non-workdays, if any, may be added to the calendar upon mutual agreement during negotiations.

4. The Contract Review Committee will begin meeting no later than November 30th to develop a calendar for the following school year or years. They will meet once a month or more, as needed, through February to take a recommended calendar to the Board of Education in March.
5. The Association and District agree that the calendar may be required by the State of Michigan to be altered to meet new State requirements. If that were to happen, the Contract Review Committee will meet to appropriately amend the calendar to be in compliance with the State of Michigan Regulations.
6. In addition to the above specifications, teachers new to the school system will report for orientation purposes three days before the start of the regular school year for all other teachers. The MCEA will be included in the orientation process for a time period not to exceed 1.5 hours. Topics will be discussed at contract review.
7. For the tenure of this agreement, the District and Association agree that the calendar committee will release calendars in two-year increments beginning with the release of the 2023-2024 and 2024-2025 calendars.

- C. School districts are required by the State of Michigan to make up all days/hours of instruction canceled because of bad weather if the cancellations bring the total days/hours of instruction, without make up, to less than the state mandated days/hours of attendance minus grace allowances provided by the state. Contractual days/hours of instruction minus grace allowances will be made up if state required days/hours of instruction are not met.

If days/hours of instruction are canceled for students because of weather or other causes beyond control, and if it is necessary to make up days/hours of state mandated instruction, the Association and District will jointly determine how this shall be done.

Article XXXI **PAYROLL DEDUCTIONS**

- A. If legislative action makes such language in the 2011-2012 Article XXXI legal the successor agreement language will revert to original contract language.

Article XXXII **GENERAL**

- A. Subject to the provisions of Articles VI and XXXI of this Agreement, there will be no reprisals of any kind taken against any teacher by reason of membership or non-membership in the Association or participation or nonparticipation in its activities.
- B. Teachers will be entitled to full rights of citizenship and no religious or political activities of any teacher, or the lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- C. The Association will be notified and will have the opportunity to consult with the District with respect to contemplated millage increases prior to public announcement.

- D. The District will, upon request, provide the Association with any public documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with any other available information which may be necessary for the Association to process grievances under this Agreement.
- E. The Association will be provided with copies of minutes of official Board meetings and all other printed materials that are available to the public and are distributed to Board members at official meetings as soon as possible after such meetings. A copy of the official agenda of the meeting will be available to the Association at the superintendent's office prior to said meeting.
- F. This agreement will be available on the District website for each teacher to access and print, if they wish.
- G. If a new position in the bargaining unit is established, the District will negotiate with the Association over the appropriate salary for such position.
- H. The Association shall furnish the District with written notice of the names of its building representatives, officers, and members of its grievance committee and such changes as may occur from time to time.
- I. All individual teacher contracts shall be made expressly subject to the terms of this Agreement.

Article XXXIII
DURATION OF AGREEMENT

This agreement shall remain in full force and effect August 15, 2022 and through August 11, 2025.

Appendix A

SALARY SCHEDULE FOR TEACHERS

- A. All employees hired after June 15, 2015 will be placed on the Tier 2 salary schedule.

2022-23	2023-24	2024-25
1.0% on-schedule wage increase on all contractual schedules	1.0% on-schedule wage increase on all contractual schedules (including teacher leader, ELF, extra duty)	1.0% on-schedule wage increase on all contractual schedules (including teacher leader, ELF, extra duty)
Additional wage increases on all contractual schedules by formula: - Based on percentage of unassigned fund balance compared to expenditures based on FY 22 audit:	Additional on-schedule wage increases on all contractual schedules (including teacher leader, ELF, extra duty) by formula: - Based on percentage of unassigned fund balance compared to expenditures based on FY 23 audit:	Additional on-schedule wage increases on all contractual schedules (including teacher leader, ELF, extra duty) by formula: - Based on percentage of unassigned fund balance compared to expenditures based on FY 24 audit:
15% to 17% 1.00% increase 17% to 20% 1.25% increase 20% + 1.50% increase	15% to 17% .75% increase 17% to 20% 1.00% increase 20% to 22% 1.25% increase 22% to 25% 1.50% increase 25% + 1.75% increase	15% to 17% .75% increase 17% to 20% 1.00% increase 20% to 22% 1.25% increase 22% to 25% 1.50% increase 25% + 1.75% increase
Steps and lane changes will continue to be granted.	Eliminate step 10 on Tier 2 and shift the remaining steps up (the current 10 becomes 11, 12 becomes 13, etc.). Steps and lane changes will continue to be granted.	Eliminate step 20 on Tier 2 and shift the remaining steps up (the current 20 becomes 21, 22 becomes 23, etc.). Steps and lane changes will continue to be granted.

- B. Tier #1 - The indices for Step 1 of Categories I/II, III, IV, and V of Appendix A Tier #1 will remain the same throughout the duration of the contract compared to 2004-05. In 2012-2013 a Category VI (MA+45) will be added with an index of 1.1775.

Tier #2 – Step 1 of Categories I, II, and III of Appendix A Tier #2 will be equal to Step 2 in the corresponding Categories for BA, MA, and MA+30 of Appendix A Tier #1.

- C. Tier #1 – Steps 2 through 13 within the schedule for Categories I/II, III, IV, V, and VI of Appendix A Tier #1 will be determined by dividing the difference between Step 1 and Step 14 in a given category by 13 to determine the amount each step will differ from the previous step within a category.

Tier #2 – Steps 2 through 18 within the schedule for Categories I, II, and III of Appendix A Tier #2 will be determined by dividing the difference between Step 2 of Appendix A Tier #1 and Step 14 of Appendix A Tier #1 in the corresponding category by 17 to determine the amount each step will differ from the previous step within a category. Step 20 will be determined by adding \$750 onto Step 18 in the given category. Step 24 will be determined by adding \$1,500 onto Step 20 in the given category. Step 28 will be determined by adding \$2,250 onto Step 24 of the given category. The remaining steps between 18 and 20, 20 and 24, and 24 and 28 will be determined by equally dividing the difference between the two stated steps by number of steps it takes to get from one stated step to the other.

- D. Salary Schedule Advancement

- Teachers will advance from one Step to the other each year as described in Article XXV.E.
- The additional salary will be granted only for successful completion of additional pre-approved graduate courses. A course or equivalent must be approved in advance of the teacher's enrollment in the course or equivalent by the superintendent or designee, if additional salary is to

be paid upon completion of the course work or equivalent training.

Documentation to become qualified and approved for advancement on the salary schedule must be submitted to the Human Resources office before October 1 and before March 1 of the current school year (or on the last business day prior to October 1 or March 1). Notifications received before October 1 will be made retroactive to the beginning of the school year. Notification received before March 1 will be made retroactive to the beginning of the second semester.

In the event a teacher fails to obtain approval prior to enrolling in coursework, exception may be made by the Human Resources office to allow for consideration of the late request. Consideration will only be given to late request made within two (2) weeks after the final grade has been issued. Any request made beyond this two (2) week time period will not be approved for salary advancement purposes. At the time that the exception used to qualify and approve a teacher for salary advancement, that advancement would not go into effect until the next semester following the qualified and approved advancement date and will not be retroactive. (For example, if the exception was made prior to the October 1 deadline, the request for advancement would not take effect until the next year.

5. After February 28, 2013, Category IV MA+15 will be closed for future advancement for teachers with a Master of Arts Degree. Teachers wishing to advance beyond Category III MA will need to complete 30 credit hours of approved course work. Teachers who have already reached Category IV MA+15 prior to February 28, 2013, will continue Step advancement in that Category.
 6. After February 28, 2013, teachers on Step 1 through Step 14 taking course work for advancement on the salary schedule for credits beyond MA+30, must complete an additional fifteen (15) approved credit hours before advancing to Category VI MA+45.
 - a. Teachers between Category V Step 14 and Category VI will be paid at their current level on the wage scale until completing the full fifteen (15) hours needed to reach Category VI MA+45.
- E. Teachers with a Doctorate or a National Board Certification will be paid \$800 above the schedule. Teachers with a Doctorate and National Board Certification will be paid \$1,600 above the schedule. Physical Therapists with a Doctorate of Physical Therapy (DPT) will be paid at the Masters Category (Tier #1 Category VI/ Tier #2 Category III).
- F. Those currently receiving longevity in the 2014-2015 school year will only continue to receive longevity in the amount they received in 2014-2015.

For those employees on Appendix A Tier #1, who have not received longevity in 2014-2015 because they have not completed 15 years of certificated service to the District will in the beginning of year 28 receive longevity in the amount of \$2,250 (e.g., year 28 - \$2,250, year 29 - \$2,250, etc. – not cumulative).

For those employees on Appendix A Tier #2, in the beginning of year 30 receive longevity in the amount of \$2,250 (e.g., year 30 - \$2,250, year 31 - \$2,250, etc. – not cumulative).

2022-2023 Tier 1 Schedule

CATEGORIES	I/II	III	IV	V	VI
Step	B.A.	M.A.	M.A. + 15 Semester Hours	M.A. + 30 Semester Hours	M.A. + 45 Semester Hours
1	\$40,608	\$42,679	\$44,547	\$46,374	\$47,816
2	\$43,304	\$45,729	\$47,730	\$49,688	\$51,364
3	\$46,000	\$48,779	\$50,914	\$53,002	\$54,911
4	\$48,695	\$51,829	\$54,097	\$56,316	\$58,459
5	\$51,391	\$54,878	\$57,281	\$59,630	\$62,006
6	\$54,087	\$57,928	\$60,464	\$62,944	\$65,554
7	\$56,783	\$60,978	\$63,647	\$66,258	\$69,102
8	\$59,478	\$64,028	\$66,831	\$69,571	\$72,649
9	\$62,174	\$67,078	\$70,014	\$72,885	\$76,197
10	\$64,870	\$70,128	\$73,197	\$76,199	\$79,745
11	\$67,566	\$73,177	\$76,381	\$79,513	\$83,292
12	\$70,261	\$76,227	\$79,564	\$82,827	\$86,840
13	\$72,957	\$79,277	\$82,748	\$86,141	\$90,387
14	\$75,653	\$82,327	\$85,931	\$89,455	\$93,935

*After February 28, 2013, Category IV will be closed. Teachers will need to earn 30 credit hours to move to the next category.

NOTES: Salary Schedule of Category V, Step 14----- 3-12 credits beyond MA + 30 prior to February 28, 2013

Teachers who were at MA + 30, Category V, and earned between 3 and 12 administratively approved credits at Step 14 prior to February 28, 2013, will remain at Category V at the rate of pay as defined by Appendix A, D.5, until such time they were to earn the complete total of 15 credits beyond a MA + 30.

MA + 30 (Graduate Credit 3 hrs): \$ 895

MA + 30 (Graduate Credit 6 hrs): \$1,789

MA + 30 (Graduate Credit 9 hrs): \$2,684

MA + 30 (Graduate Credit 12 hrs): \$3,578

Teachers with Doctorates will be paid \$800 above the schedule.

2022-2023 Tier 2 Schedule

HIRED AFTER JUNE 15, 2015

CATEGORIES	I	II	III
Step	B.A.	M.A.	M.A. + 30 Semester Hours
1	\$43,304	\$45,729	\$49,688
2	\$45,207	\$47,882	\$52,027
3	\$47,110	\$50,035	\$54,366
4	\$49,013	\$52,188	\$56,705
5	\$50,916	\$54,341	\$59,044
6	\$52,819	\$56,494	\$61,383
7	\$54,722	\$58,647	\$63,722
8	\$56,625	\$60,800	\$66,061
9	\$58,528	\$62,953	\$68,400
10	\$60,431	\$65,106	\$70,739
11	\$62,334	\$67,259	\$73,078
12	\$64,237	\$69,412	\$75,417
13	\$66,140	\$71,565	\$77,756
14	\$68,043	\$73,718	\$80,095
15	\$71,849	\$78,024	\$84,773
16	\$73,752	\$80,177	\$87,112
17	\$75,655	\$82,330	\$89,451
18	\$76,030	\$82,705	\$89,826
19	\$76,405	\$83,080	\$90,201
20	\$77,155	\$83,830	\$90,951
21	\$77,530	\$84,205	\$91,326
22	\$77,905	\$84,580	\$91,701
23	\$78,468	\$85,143	\$92,264
24	\$79,031	\$85,706	\$92,827
25	\$80,155	\$86,830	\$93,951

Temporary Title 1 instructors will be paid \$15.00 per hour for the length of their assignments. Substitute service for teachers hired directly by MPS will be paid at \$15.00 per hour for day-to day assignments. Substitute services for long term assignments (a minimum of 20 consecutive days) will be paid at \$16.00 per hour. After 20 consecutive days in the same assignment the hourly rate will be increased to \$18.24. By Michigan law, after 60 consecutive days in the same assignment the rate will be based on the Tier 2, Category 1, step 1 rate, currently \$33.26 per hour and the teacher will receive benefits as outlined in the Agreement with the MCEA (PA 451 of 1976). After 150 days of substitute service in a school year the substitute teacher has the right of first refusal for a position for which the substitute is certified (PA 451 of 1976).

If a member elects to make a contribution to a 403(b) pre-tax investment program through payroll deduction, the District will provide this service to Teachers.

A teacher may elect to participate in a 403(b) program with a vendor currently provided on the list of vendors in the District's Plan Document. Vendors will be removed from the list if they no longer comply with the criteria of the District Plan Document or if the vendor goes out of business. If a vendor is no longer available it will be

stricken from the list. In accordance with District policy, if a minimum of ten employees request to participate with a new vendor will be added to the Plan Document list.

The District will continue to pay all administrative fees to a Third Party Administrator (TPA), if fees are required by the Third Party Administrator.

It will be the responsibility of the District to find and maintain a Third Party Administrator who will meet the guidelines of the current above Agreement, as long as this Agreement meets with current IRS Code, as well as current state and federal law.

If at any time the Agreement no longer meets with the IRS Code and/or state and federal law, change(s) to this Agreement will be negotiated to bring it back into compliance.

2022-2023 Salary Schedule for Electronic Learning Facilitators

217 Workdays are calculated July 1 through June 30

Step	217 Days
1	\$43,304
2	\$45,207
3	\$47,110
4	\$49,013
5	\$50,916
6	\$52,819
7	\$54,722
8	\$56,625
9	\$58,528
10	\$60,431
11	\$62,334
12	\$64,237
13	\$66,140
14	\$68,043
15	\$71,849

Appendix B

PLACEMENT ON SALARY SCHEDULE - CATEGORY QUALIFICATIONS

- A.
 - 1. To qualify for a higher category on the salary schedule, all advanced study hours must be in the area of the teacher's teaching major or minor, or must be in a program approved by a college or university leading to a master's degree or a degree beyond the master's degree.
 - 2. Graduate study hours, or undergraduate classes which are needed for specialized teaching proficiencies determined by the District, which do not meet these requirements, but which are deemed valuable in the teaching assignment, may be applied to qualify a teacher for a higher category on the salary schedule if these hours are approved by the teacher's immediate supervisor and the director of human resources, prior to enrollment in the course.
 - 3. Credits beyond the undergraduate degree in the field of driver education do not qualify for advancement to a higher category on the salary schedule.
- B.
 - 1. If a teacher completes the requirements for a degree or earns sufficient semester hours to move to Tier #1 Categories III, IV, V, or VI, or Tier #2 Categories II, or III, an adjustment on the salary schedule will take place the first payroll period of the semester of the school year following receipt of notification from the granting institution. Notifications received before October 1 (or on the last business day prior to October 1) will be made retroactive to the beginning of the school year. Notification received before March 1 (or on the last business day prior to March 1) will be made retroactive to the beginning of the second semester.
 - 2. In the case of a degree earned, the notification can be either the degree statement as granted or a letter from the college registrar stating that all requirements for the degree have been met and that the degree will be granted.
 - 3. In the case of credits earned, only a transcript from the registrar or the official grade card issued by the college will be acceptable.
- C. A written application for adjustment and the supporting documents required by Appendix B must be filed by the teacher with the District before salary adjustments will be made.
- D. Semester hours of credit beyond the master's degree must be graduate credits with a grade of B or better. Undergraduate semester hours, approved in advance by the director of human resources, will be equated at one-half (1/2) of graduate hours unless equated differently by the institution, in which event said equation will be used.
- E. Only teachers with a master's degree qualify for Tier #1 Category III or Tier #2 Category II.
- F. In order to advance beyond the master's degree the required hours, as defined in the salary schedule Appendix A, must be earned subsequent to obtaining the master's degree.
- G. Credits for approved educational hours will not exceed six (6) semester hours.
- H. Credits earned at foreign universities will be accepted when course requirements are equal to United States standards.
- I. A teacher will receive \$150 for each degree earned which is not sufficient to move from one salary category to another. The notification requirements set forth in paragraph B. above shall be applicable in such cases.
- J. Beginning the 2021-2022 school year, completion of a Doctoral Program in Physical Therapy (DPT), will be placed on Tier 1 Category VI or Tier 2 Category III dependent on hire date.

Appendix C

ADDITIONAL ECONOMIC FEATURES

A. Mileage Allowance

1. Teachers who have a regular assignment in two or more buildings during a school day and use his/her personal vehicle on work-related business, may receive reimbursement based on actual mileage using the I.R.S. standard business mileage rate.
2.
 - a. In order to receive mileage reimbursement, teachers, must maintain an accurate mileage log of their travel required by their assignment, on a form provided by the District, and request reimbursement at the I.R.S. standard business mileage rate.
 - b. This mileage request must be submitted monthly and approved by the teacher's immediate supervisor and the Associate Superintendent of Finance.
 - c. Approved mileage requests will be paid monthly.

When the total time a teacher (classroom and ancillary) spends attending IEP meetings beyond contractual working hours exceeds one hour in any one week, a request to be paid for the time in excess of that hour may be made. The rate of pay is established in Appendix D and is rounded to the nearest 15 minutes. This time must be turned into the building principal at the end of the week worked.

- #### **B. Teachers that lead training sessions at the professional development day will have a choice of a half day release time for such presentation as currently provided in the master agreement or the \$100 cash stipend provided by the Midland County Educational Services Agency through the Midland Public Schools payroll system. It further is the understanding that any money received by Midland Public Schools to provide this stipend that is not issued to a presenting member who has chosen the half day release in lieu of the cash will be used to pay for the substitute required to cover classroom duties for the member's release time from classroom service.**

C. Mentor Teacher Program Policy

Section 1526 of the School code of 1976 as amended by PA 339 (1993) requires that "for the first three years of employment in classroom teaching, a teacher shall be assigned by the school to one or more master teachers, college professors, or retired master teachers, who shall act as a mentor to the teacher."

In order to formally implement a Mentor Teacher Program, the District and the Association have established the following policy:

1. This Program shall be in place to assist beginning teachers who are new to the profession.
2. The selection and appointment of all Mentor Teachers will be the responsibility of the District and will rest specifically with the beginning teacher's principal or immediate supervisor. When feasible, the principal or supervisor will seek input and recommendations from the building school improvement team or other staff advisory committee.
3. In order to serve as a Mentor Teacher, a staff member must be tenured and have completed at least five years of successful teaching with three of those in the Midland Public Schools' District. This staff member must also have consistently demonstrated excellence in teaching.

4. It is understood that in order to implement Section 1526 and deal with special situations which may arise, Mentor Teachers may also be selected from among professional personnel outside the District such as college professors or retired professional employees.
 5. Mentor Teachers will be appointed on a voluntary basis. Teachers willing to serve in this capacity will submit their names to the principal or supervisor. The principal or supervisor will select the mentors.
 6. Every effort will be made by the District to match mentors and beginning teachers who work in the same building and have the same area of certification.
 7. The Mentor Teacher assignment shall be for one (1) year and subject to review by the Mentor Teacher and the beginning teacher after three (3) months. In the event that the beginning teacher, the Mentor Teacher, or the principal or supervisor find the relationship incompatible, the principal or supervisor will select a new mentor for the beginning teacher. The appointment may be renewed in succeeding years.
 8. Selected Mentor Teachers will be required to participate in staff development programs on mentoring provided by the District or its designee and to perform other duties outlined by the District and required by the tenure law. All of these activities and duties will be for the express purpose of helping beginning teachers become more effective instructors.
 9. Those selected Mentor Teachers who are currently employed in the District shall be eligible to receive a five-hundred dollar (\$500) annual stipend during any year that they serve as a Mentor Teacher. This amount will be pro-rated for less than an entire year of service. Where teachers new to the profession are assigned to more than one building, more than one mentor may be assigned and eligible for this benefit.
 10. For purposes of job performance evaluations, the relationship between the Mentor Teacher and the beginning teacher shall be collaborative and confidential.
- D. A stipend of 3% of the B.A. base (Category I, Step 1 of the employee's current Salary Tier Schedule) will be paid to employees who teach a full year distance learning class. This stipend will be paid, up to a maximum of three (3) years, for any individual teacher who continues to teach using distance learning technology in a given year.
- E. Part-time teachers who at the request of the administration are required to work beyond their contracted time will be paid at their per diem rate per hour. Contracted time for part-time teachers includes the time proportional to their current contract and defined in the Midland Public Schools Summary of Recommendation from the Kindergarten and Less-Than-Full-Time Staff Committee of 1999. Hours worked beyond the contractual obligation will be compensated at the per diem rate.
- F. With the exception of section A in the appendix of this agreement, any reference to the Consumer Price Index refers to the percentage change of the average level over the twelve-month period of time beginning April 1 and ending March 31 of the following year. The percentage will be rounded to one decimal place. The Consumer Price Index used to calculate rates of increase is the number as reported by the United States Department of Labor Bureau of Labor Statistics in the first paragraph of the monthly news release. The number from the news release has been emphasized in this example:
- The Consumer Price Index for All Urban Consumers (CPI-U) decreased 0.2 percent in July, before seasonal adjustment, the Bureau of Labor Statistics of the U.S. Department of Labor reported today. The July level of 189.4 (1982-84=100) was 3.0 percent higher than in July 2003.

The most recent news release is available at <http://www.bls.gov/cpi/home.htm>.

A sample calculation for the twelve-month period ending March 31, 2005 is as follows:

	2003-2004	2004-2005	
APRIL	183.8	188.0	
MAY	183.5	189.1	
JUNE	183.7	189.7	
JULY	183.9	189.4	
AUGUST	184.6	189.5	
SEPTEMBER	185.2	189.9	
OCTOBER	185.0	190.9	
NOVEMBER	184.5	191.0	
DECEMBER	184.3	190.3	
JANUARY	185.2	190.7	
FEBRUARY	186.2	191.8	
MARCH	187.4	193.3	
Average	184.8	190.3	
% increase of average		3.0%	

Number from news release above.

Appendix D

COMPENSATION FOR SUMMER SCHOOL, CURRICULUM DEVELOPMENT, EXTENDED-YEAR ASSIGNMENTS

- A. Teachers employed for summer school, curricular study, or other extended-year service shall be paid at the following rates:

CLASSIFICATIONS						
Tier I	I		II and III		IV & V & VI	
Tier II	I		II		III	
<i>Fiscal Year</i>	Without Students	With Students	Without Students	With Students	Without Students	With Students
2023	\$24.66	\$28.15	\$28.15	\$31.72	\$31.72	\$35.21

At the end of each year the rate will increase over the previous year by the average percentage increase in the Consumer Price Index.

Classification Definitions

- (1) Teachers who received their last regular pay based on Category I of the salary schedule for the previous school year and are employed for summer study, music camp, or sports camps.
- (2) Teachers who received their last regular pay based on Category I of the salary schedule for the previous school year and are employed for high school courses granting credit (including driver education), or intermediate, or elementary academic courses.
- (3) Teachers who received their last regular pay based on Categories II or III of the salary schedule for the previous school year and are employed for summer study, music camp, or sports camps.
- (4) Teachers who received their last regular pay based on Categories II or III of the salary schedule for the previous school year and are employed for high school courses granting credit (including driver education), or intermediate, or elementary academic courses.
- (5) Teachers who received their last regular pay based on Categories IV or V or VI of the salary schedule, regardless of category, for the previous school year and are employed for summer study, music camp, or sports camps.
- (6) Teachers who received their last regular pay based on Categories IV or V or VI of the salary schedule, regardless of category, for the previous school year and are employed for high school courses granting credit (including driver education), or intermediate, or elementary academic courses.

B. Elementary and Intermediate Summer School

1. Regular classes, Title I, and Special Education
 - a. Student time: 15+ hours per week
 - b. Teacher time: 20 hours per week; compensation based on 20 hours per week
2. Music
 - a. Student time: 3+ hours per week

- b. Teacher time: Hours determined by supervisor responsible; compensation based on actual hours of group instruction by teacher
- C. High School Summer School
 - 1. Regular classes (five semester hours of credit)
 - a. Student time: 80 hours per class/per session
 - b. Teacher time: 100 hours per class/per session; compensation based on 100 hours per class/per session.
 - 2. Driver Education
 - a. Instruction time with students: 40 hours per week
 - b. Teacher time: 40 hours per week; compensation based on 40 hours per week
 - c. Additional compensated time may be available for a teacher with special responsibilities at each high school subject to the approval of the principal.
- D. Curriculum Development During Extended Year
 - 1. The approval of any curriculum development study shall include the maximum total teacher time allotted to the study.
 - 2. The compensated hours for teachers shall not exceed the maximum hours allotted to the study.
- E. Student Cooperative Education Coordination
 - 1. The approval of any teacher coordination of student cooperatives by the supervisor responsible shall include the maximum total teacher time allotted to the coordination service.
 - 2. The compensated hours for teacher coordination shall not exceed the maximum hours allotted to these services.
 - 3. A mileage allowance shall be provided to teachers who coordinate student cooperatives during the extended school year in accordance with the provisions of Appendix C (Additional Economic Features), section C. 2.
- F. General
 - 1. The District will provide up to 560 hours of teacher time and \$5,000 for materials and supplies for the development of individual or group projects to enhance instruction.
 - a. The additional service will be devoted to special projects as identified by staff applicants.
 - b. The available hours and material funds will be split into three project periods of approximately 185 hours and \$1660 each, with applications due by October 15, January 15 and May 15. Each teacher may apply for up to 60 hours of time per year.
 - c. Hours worked are to be in addition to the normal workday. Pay will be based on the teacher's regular 21-pay, bi-weekly rate for the school year.
 - d. A Special Projects Committee, composed of three members appointed by the Midland City Education Association and three by the District, will screen proposals to the program. The committee will recommend to the superintendent the projects to be funded. The superintendent's decision on the recommendation will be final.

Appendix E

2022-2023 Extra Duty Compensation Schedule

Category	I	II	III	IV	V	VI
STEP 1	\$4,768	\$4,004	\$3,785	\$2,985	\$2,912	\$2,839
STEP 2	\$5,085	\$4,270	\$4,037	\$3,183	\$3,105	\$3,027
STEP 3	\$5,401	\$4,535	\$4,288	\$3,381	\$3,298	\$3,216
STEP 4	\$5,718	\$4,801	\$4,539	\$3,579	\$3,492	\$3,404
STEP 5	\$6,034	\$5,067	\$4,791	\$3,777	\$3,685	\$3,593
STEP 6	\$6,351	\$5,333	\$5,042	\$3,975	\$3,878	\$3,781
STEP 7	\$6,667	\$5,599	\$5,293	\$4,173	\$4,072	\$3,970
Category	VII	VIII	IX	X	XI	XII
STEP 1	\$2,657	\$2,511	\$2,402	\$2,293	\$2,111	\$2,002
STEP 2	\$2,833	\$2,678	\$2,562	\$2,445	\$2,251	\$2,135
STEP 3	\$3,010	\$2,845	\$2,721	\$2,598	\$2,391	\$2,268
STEP 4	\$3,186	\$3,012	\$2,881	\$2,750	\$2,532	\$2,401
STEP 5	\$3,363	\$3,178	\$3,040	\$2,902	\$2,672	\$2,533
STEP 6	\$3,539	\$3,345	\$3,200	\$3,054	\$2,812	\$2,666
STEP 7	\$3,715	\$3,512	\$3,359	\$3,206	\$2,952	\$2,799
Category	XIII	XIV	XV	XVI	XVII	XVIII
STEP 1	\$1,820	\$1,747	\$1,674	\$1,602	\$1,492	\$1,383
STEP 2	\$1,941	\$1,863	\$1,785	\$1,708	\$1,591	\$1,475
STEP 3	\$2,062	\$1,979	\$1,897	\$1,814	\$1,690	\$1,567
STEP 4	\$2,182	\$2,095	\$2,008	\$1,920	\$1,790	\$1,659
STEP 5	\$2,303	\$2,211	\$2,119	\$2,027	\$1,889	\$1,750
STEP 6	\$2,424	\$2,327	\$2,230	\$2,133	\$1,988	\$1,842
STEP 7	\$2,545	\$2,443	\$2,341	\$2,239	\$2,087	\$1,934
Category	XIX	XX	XXI	XXII	XXIII	XXIV
STEP 1	\$1,347	\$1,238	\$1,165	\$1,128	\$1,056	\$1,019
STEP 2	\$1,436	\$1,320	\$1,242	\$1,203	\$1,126	\$1,087
STEP 3	\$1,526	\$1,402	\$1,319	\$1,278	\$1,196	\$1,154
STEP 4	\$1,615	\$1,484	\$1,397	\$1,353	\$1,266	\$1,222
STEP 5	\$1,704	\$1,566	\$1,474	\$1,428	\$1,336	\$1,290
STEP 6	\$1,794	\$1,648	\$1,551	\$1,503	\$1,406	\$1,357
STEP 7	\$1,883	\$1,730	\$1,629	\$1,578	\$1,476	\$1,425
Category	XXV					
STEP 1	\$946					
STEP 2	\$1,009					
STEP 3	\$1,072					
STEP 4	\$1,135					
STEP 5	\$1,198					
STEP 6	\$1,260					
STEP 7	\$1,323					

- A. The foregoing schedules will apply to the extra duty compensation activities, beginning in 2022-23, as follows:

Administrative Support, Nonsupervisory (i.e., Interim Principal)	I
Band, Jazz, Head	XXV
Band, Assistant, High School	XIII
Band, Assistant, Auxiliary, High School	XX
Band, Head, High School	VII
Band, Head, Middle School	XVII
Band, Pep, Head, High School	XXV
Baseball, Head, High School	III
Baseball, Assistant, High School	IX
Basketball, Head, High School	I
Basketball, Assistant, High School	IV
Cheerleading, Fall, Head, High School	XVI
Cheerleading, Fall, Assistant, High School	XXIV
Cheerleading Competitive, Winter, Head, High School	V
Cheerleading Competitive, Winter, Assistant, High School	XI
Cross Country, Head, High School	V
Debate, Head, High School	XXV
Debate, Assistant, High School	XX
Drama, Per Musical, Head, High School	XI
Drama, Per Musical, Assistant, High School	XIX
Drama, Per Musical, Head, Middle School	XXIV
Drama, Per Play, Head, High School	XI
Drama, Per Play, Assistant, High School	XXIII
Drama, Per Play, Head, Middle School	XXIV
Elementary School Activity (three per building, approved by principal)	XXV
Faculty Athletic Manager, Head, High School	I
Faculty Athletic Manager, Assistant, High School	IV
Football, Head, High School	I
Football, Assistant, High School	IV
Golf, Head, High School	V
Golf, Assistant, High School	XI
High School Activity (six per building, approved by principal)	XXV
Hockey, Head, High School	III
Hockey, Assistant, High School	IX
IB CAS Coordinator, High School	IX
Lacrosse, Head, High School	III
Lacrosse, Assistant, High School	IX
Middle School Activity (four per building, approved by principal)	XXV
National Honor Society, High School	XII
Newspaper, Head, High School (Without Class)	II
Newspaper, Head, High School (With Class)	XII
Orchestra, Head, High School	VII
Orchestra, Ensemble, Head, High School	XX
Orchestra, Head, Middle School	XVI
Pompon, Fall, Head, High School	XVI
Pompon, Fall, Assistant, High School	XXIV
Pompon, Winter, Head, High School	XVI
Pompon, Winter, Assistant, High School	XXIV
Robotics, High School	II
Soccer, Head, High School	III
Soccer, Assistant, High School	IX

Softball, Head, High School	III
Softball, Assistant, High School	IX
Special Education Vocational Educational Consultant (If major component of a full-time position)	IX
Student Leadership/Student Council (one per HS)	VI
Swimming, Head, High School	III
Swimming, Assistant, High School	IX
Tennis, Head, High School	V
Tennis, Assistant, High School	XI
Track, Head, High School	III
Track, Assistant, High School	IX
Vocal Music, Head, High School	VII
Vocal, Ensemble, Head, High School	XX
Vocal Music, Head, Middle School	XVI
Volleyball, Head, High School	III
Volleyball, Assistant, High School	IX
Wrestling, Head, High School	III
Wrestling, Assistant, High School	IX
Yearbook, Head, High School (Without Class)	II
Yearbook, Head, High School (With Class)	XII
Yearbook, Head, Middle School	IX

- B. The decision to provide any or all of the foregoing activities, in part or in full, is vested in the school district and such decision is not subject to the grievance procedure.
- C. No teacher employed by the District for services beyond the normal teaching load or for extra duties as listed above shall be granted tenure in such a position. Failure of the District to re-employ the teacher for such extra duties or services beyond the normal load shall not be deemed a demotion within the provisions of Act 4 of Michigan Public Acts of 1937, extra session, as amended.
- D. The building administrators will be responsible for evaluating the quality of the work performed in positions assigned in their administrative units.
- E. Change of assignment in same activity:
1. The individual will be allotted one-half (50%) credit, to the nearest whole number, in the new higher paying assignment for experience in the previous assignment.
 2. The individual will be allotted full (100%) credit, to the nearest whole number, in the new lower or equal paying assignment for experience in the previous assignment.
 3. If, at the time of assignment in an activity, the individual has not had experience in that activity in the preceding five (5) years, the previous equated experience will be reduced by 50% before applying the terms of Appendix E, section E. 1. or E. 2.
- F. At both elementary and secondary school levels, the annual payment to sponsors of clubs and student activities must meet the following minimum qualifications:
1. Meet an average of one (1) hour per week outside the regular school day.
 2. Meet a total of 36 hours per year.
 3. Receive advance approval of building principal and the superintendent or the superintendent's designee.
 4. Placement on the Extra Duty Compensation Schedule will be determined by the Contract Review Committee.
- G. Individuals are allotted one-half (50%) credit, to the nearest whole number, for coaching or sponsoring related activities (e.g., different sports, different publications).
- H. Teachers who provide nonsupervisory administrative support (i.e., interim principal) shall retain all rights afforded to him/her in accordance to the Master Agreement.

Appendix F

TEACHER LEADER

The Midland City Education Association and Midland Public Schools agree to the following Teacher Leader 1 and 2 language:

1. Accept the compensation rate as proposed by the District under the following conditions:
 - These rates are not affected by any potential reduction in overall salaries that may occur due to application of formula for general salaries in the Fall of 2014.
 - That these compensation rates be placed in a separate Appendix in the contract from regular Extra Curriculum Classifications (see below/next page).
2. Accept the job descriptions as amended in previous proposals, with reservations still as to the actual job requirements, therefore:
 - At least in the first year, at the start of the school year (prior to September 10) a joint meeting will occur between principals of each building, assigned supervisors and the two Teacher leaders in each subject area (one where applicable) with discussion to include, but not limited to expectations/descriptions of curriculum leadership and expectations/descriptions of district-wide extracurricular content activities for Teacher Leader #1s. Teacher Leader #2s will have a similar meeting with the district administrator responsible for their area.
 - All parties will be required to meet at least quarterly to review job expectations. Concerns will be brought to the Contract Review Team.
 - That after these meetings if a selected candidate for a Teacher Leader position chooses to resign from the position at that time, there will be no negative repercussions for the years to come in their general teaching assignments: i.e. deterioration of evaluation ratings, negative teaching assignments for following years, etc.

2022-2023 Teacher Leader Compensation Schedule

Step	Teacher Leader I	Teacher Leader II
1	\$4,769	\$2,402
2	\$5,085	\$2,562
3	\$5,401	\$2,721
4	\$5,718	\$2,881
5	\$6,035	\$3,041
6	\$6,352	\$3,200
7	\$6,667	\$3,360

- B. The decision to provide any or all of the foregoing activities, in part or in full, is vested in the school district and such decision is not subject to the grievance procedure.
- C. No teacher employed by the District for services beyond the normal teaching load or for extra duties as listed above shall be granted tenure in such a position. Failure of the District to re-employ the teacher for such extra duties or services beyond the normal load shall not be deemed a demotion within the provisions of Act 4 of Michigan Public Acts of 1937, extra session, as amended.
- D. The building administrators will be responsible for evaluating the quality of the work performed in Teacher Leader #1 positions assigned in their administrative units.

Teacher Leader #2 will be evaluated by the district administrator responsible for their area with input from building administrators. These evaluations will be separate from the teacher's annual required evaluation and will follow the schedule established for Appendix E positions.

E. Placement on schedule:

1. The individual will be allotted full (100%) credit, to the nearest whole number, in the new lower or equal paying assignment for experience in the previous assignment.
2. If, at the time of assignment in an activity, the individual has not had experience in that activity in the preceding five (5) years, the previous equated experience will be reduced by 50% before applying the terms of Appendix E, section E. 1. or E. 2.

F. Positions will be posted internally for two weeks. Application will be through the district electronic application system.

Appendix G

TEACHER ABSENCE REQUEST

Prior approval from Principal/Supervisor is required

(If you are not sure about what code to use, please ask your supervisor)

Employee Name: _____ Today's Date: _____

Length of Absence: Date(s) _____

Specific Absence Times (if not full day) _____

Will a substitute be required? ☐ YES ☐ NO

BEREAVEMENT-SPOUSE/CHILD (113)
5 days per year

BEREAVEMENT-PARENT (114)
3 days per year

BEREAVEMENT-OTHER (115)
1 day per year

☐ PERSONAL DAY (106)

Appendix F, See Article X, Section G

Request for fifth consecutive day as an unpaid day: ☐ YES ☐ NO

If not approved- REASON: _____

If not approved by supervisor and appealed, final disposition by Director of Human Resources:

☐ Approved ☐ Not Approved REASON: _____

Director of HR Signature: _____ Date: _____

☐ DISTRICT REQUESTED (122) Release days other than building requested. IE: DI, Curriculum specific meeting, etc.

Requested by: _____ (coordinator, etc.) Account # _____

Request is for: _____

Note: _____

☐ BUILDING REQUESTED (125) Release days that building requested. IE: Athletics, IB, etc.

Request is for: _____

Note: _____

☐ Collaborative Planning (123) **ELEMENTARY ONLY**

Request is for: _____

Note: _____

EMPLOYEE SIGNATURE: _____

Date: _____ ☐ Approved ☐ Not Approved

REASON (if not approved): _____

SUPERVISOR SIGNATURE _____ Date: _____

Comments: _____

DO NOT MODIFY THIS FORM

Revised 8/23/13; 6/15/15

Appendix H
GRIEVANCE REPORT FORM

A. Name of grievant: _____ School _____
or location of assignment

B. Date cause of grievance occurred: _____

C. Article and section violated: _____

D. Statement of grievance: _____

E. Relief sought: _____

Signature of grievant

Date

F. Date grievance received by immediate supervisor: _____

-
1. Parts A., B., C., and D., must be completed by grievant.
 2. If additional space is needed in reporting parts C., and D., attach an additional page.
 3. Response of administrator will be based upon hearing and submitted in writing with copies to all parties concerned.
 4. Original retained by grievant; copies to immediate supervisor, MCEA, and superintendent.

Grievance Number:

12/6/76

Year _____ Number _____

Appendix I
VOLUNTARY TRANSFER / ASSIGNMENT REQUEST FORM

Name: _____

Current Building(s) Assignment: _____

Current Teaching Assignment: _____

The purpose of this request is to:

_____ Transfer _____ Increase Contract _____ Reduce Contract
_____ Both (Transfer & Contract Change)

1. I would like to transfer to:

(If only one building, signify with a check. Otherwise, prioritize your choices)

_____ Either High School	_____ Any Middle School
_____ H. H. Dow High School	
_____ Midland High School	_____ Jefferson Middle School
_____ Any Elementary Building	_____ Northeast Middle School

_____ **Specific Elementary Building(s) – list below, prioritize if necessary**

2. I would like to Increase/Decrease my current contract to:

3. I understand that I can request a transfer to a building and that specific teaching assignments are determined by the building administrative team. My preferred teaching assignment would be:

Signature _____

Date _____

Appendix J

S	M	T	W	Th	F	S
July 2022						
					1	2
3	H	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
August 2022						
	1	2	3	4	5	6
7	8	9	10	O	12	13
14	PD	PD	R	18	19	20
21	[22]	23	24	25	26	27
28	29	30	31			
September 2022						
				1	V	3
4	H	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	PD	27	28	29	30	
October 2022						
						1
2	3	4	MSC	HSC	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
November 2022						
		1	2	ESC	4	5
6	7	PD	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	H	h	26
27	28	29	30			
December 2022						
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	E	E	(P)	R	h	24
H	h	V	V	V	h	31
S	M	T	W	Th	F	S
January 2023						
1	H	[3]	4	5	6	7
8	9	10	11	12	13	14
15	PD	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
February 2023						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	PD	18
19	20	21	22	23	24	25
26	27	28				
March 2023						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	P	R	25
26	V	V	V	V	V	
April 2023						
						1
2	3	4	5	6	H	8
9	10	11	12 (SAT)	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						
May 2023						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	H	E	E			
June 2023						
				(P)	R	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
Days of Instruction						
First Semester		82	Second Semester		98	Total 180
Key:	Days of Instruction	#	MPS Board Holiday		h	
	Orientation Day	O	Vacation - No School		V	
	Start of Semester	[#]	HS Exams		E	
	End of Semester	(#)	Teacher Work day - no students		R	
	State Holiday	H	1/2 Day of Instruction		P	
	High School Conferences	HSC	Professional Development - no students		PD	
	Middle School Conferences	MSC	Elementary School Conferences		ESC	

An opportunity for an alternate elementary auxiliary schedule may be created to assure consistency in student auxiliary instruction.

Coaches must be present on Professional Development Days or contact administration for an alternate date/assignment.

August 2022

15	No School – Professional Development 6 hours (8:00 – 3:00)
16	No School – Professional Development 6 hours (8:00 – 3:00)
17	No School – Optional Teacher Records
22	Start of 1 st Semester Instruction

September 2022

2	No School (Teachers do not report)
5	No School – Labor Day
26	No School – Professional Development 6 hours (8:00 – 3:00)

October 2022

5	Middle School Conferences
6	High School Conferences
21	Final Day of Marking Period #1

November 2022

3	Elementary School Conferences – ½ Day of Instruction for Elementary Schools
8	No School – Election Day - Professional Development 6 hours (8:00 – 3:00)
24	No School – Thanksgiving Day
25	No School (Teachers do not report)

December 2022

19 – 21	High School Exams
21	½ Day of Instruction / Teachers do not report in the afternoon – End of 1 st Semester Instruction
22	No School – Optional Teacher Records
23 – 31	No School – Winter Break

January 2023

2	No School – Winter Break
3	Instruction Resumes – Start of 2 nd Semester Instruction
16	No School – Martin Luther King Day: Professional Development 6 hours (8:00 – 3:00)

February 2023

17	No School – Professional Development 6 hours (8:00 – 3:00)
----	--

March 2023

10	Final Day of Marking Period #3
23	½ Day of Instruction / Teachers do not report in the afternoon
24	No School – Optional Teacher Records
27 – 31	No School – Spring Break

April 2023

3	Instruction Resumes
7	No School – Good Friday

May 2023

29	No School – Memorial Day
30-31	High School Exams

June 2023

1	½ Day of Instruction / Optional Teacher Record - 3 hours (PM)
	High School Exams – End of 2 nd Semester Instruction
2*	No School – Optional Teacher Records

* - Possible ‘snow day’ make-up day

Appendix K

P.A. 103

The Board and Association agree that the provisions of this agreement that are highlighted in the successor agreement apply only to the following members of the bargaining unit: Social Workers, Psychologists, and Therapists.

There is a dispute regarding whether highlighted provisions of CBA were prohibited subjects as of the date of ratification. All highlighted items other than the following are points of dispute:

Article XI—Teacher Evaluation

Paragraph E.

Paragraph F., 1st sentence only

Paragraph G., 1st sentence only

Paragraph H. 1st sentence only

Paragraph I.

Paragraph J.... “which will be considered in evaluating said teacher’s performance”

Paragraph L. 1., 2. and 3.

Paragraph M..... “Any adverse evaluation of teacher performance asserted by the District or any agent or representative thereof will be subject to the grievance procedure herein set forth; provided, however, that”

Article XIII—Discipline of Teacher

Paragraph B.

Paragraph D.

Article XVIII—Reduction in Personnel

Paragraph A... “teachers shall be laid off on the basis of seniority, provided that a more senior teacher may be laid off while a less senior teacher is employed, if the more senior teacher is not certified and qualified for the position to which the less senior teacher is assigned. Further,”

Paragraph B... “that order or recall shall be based upon seniority” and “tenured teachers shall have preference over probationary teachers.”

Paragraph E. third bullet... “Teachers being partially displaced at the secondary level will be placed in equivalent openings if they exist. If no secondary opening exists,”

Notwithstanding that dispute, the Association has ratified the CBA including language stating that the aforementioned provisions do not apply to the certified teachers and other bargaining unit members whose employment is regulated by the Michigan Tenure Act.

Board and Association agree that the Association has the right to challenge whether the aforementioned provisions indeed were prohibited subjects of bargaining as of the date the CBA was ratified and that the Association has not waived that right by ratifying and executing the CBA. The MCEA agrees that such challenges would be submitted to the Michigan Employment Relations Commission for determination.

APPENDIX L

ELECTRONIC LEARNING FACILITATORS

The District and Association agree that facilitating online instruction for students offers an additional and helpful method of delivering services to students. The District and Association agree to establish a position, that of Electronic Learning Facilitator.

The Electronic Learning Facilitator will facilitate a maximum caseload of two hundred ten (210) students per semester or summer session. A caseload can be comprised of students participating in online learning experiences including; credit recovery, initial credit, seat time waivers, or those taking courses as part of Section 21f of the State School Aid Act (including mentorship of said students participating in applicable online experiences).

Note: A student will count as one (1) entity toward the caseload maximum regardless of the number of online experiences they are participating in during a semester. (E.G.: A seat time waiver student taking three (3) courses will count as one (1) student in the summative caseload count.)

Should the number of students on the caseload exceed the maximum of two hundred ten (210), the District maintains the right to assign other certificated employees, as defined by the Michigan Department of Education Pupil Accounting Manual, mentorship responsibilities. If the right is not exercised and overloads are assigned, The District will pay a quarterly stipend of \$45 for each of the first three students over the specified caseload maximum. The District will pay a quarterly stipend of \$90 for each subsequently assigned student to the caseload. It is administration's responsibility to turn the overload data into the payroll department. Overload stipends will be determined four (4) times per year; at the October count day and the February count day with the other two times at a mid-marking period for which the District and the Association will mutually determine.

No more students than work spaces (digital or non-digital) can be present at any one time in the provided lab space. Acceptable capacity will be determined by building administration prior to the beginning of a school year with input from the Electronic Learning Facilitator. In the event that more than the allowable capacity is present, the Electronic Learning Facilitator will contact building administration. Building administration will have one week (five (5) business days) in which to make alternate arrangements to rectify the issue.

The Electronic Learning Facilitator will assist in training teachers to facilitate a Credit Protection module as needed.

This position(s) shall be a part of the bargaining unit as described below, with the understanding that this position has both similarities to and differences from other instructional positions in the bargaining unit.

Like other Employees in the bargaining unit, the Electronic Learning Facilitator will be entitled to all benefits and responsibilities outlined in the Master Agreement, except those delineated as exceptions below or unforeseen by the parties in developing this position.

Contractual articles that will apply to the Electronic Learning Facilitator are:

Preamble, Articles I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV (not including D and G), XIX, Article XX (B - instruction defined as facilitation of online learning, monitoring progress, and Conference and Preparation defined as time to attend to those students who do not report to a class period such as the Seat Time Waiver students, and to participate in meetings called by the district. E.1. – Not more than six (6) periods per day or thirty periods per week of facilitating services. *Remainder of E.1. to read as written.* E.2. Not less than one (1) period per day or five (5) periods per week of providing conference and preparation services.), XXII, XXIV, XXVI, XXVII, XXVIII, XXXI, XXXII, XXXIII, Appendix A (Electronic Learning Facilitator Salary Schedule), Appendix E, Appendix G, Appendix H, Appendix K, Appendix L.

An evaluation specific to the duties of the Electronic Learning Facilitator will be developed by the District with input from the Association.

The Electronic Learning Facilitator may apply for extra compensation positions so long as performing the duties of these additional positions does not conflict with the duties and schedule of the position of Electronic Learning Facilitator.

Unlike other Employees in the bargaining unit, the Electronic Learning Facilitator will:

- work a contractual year of 217 days and be available on a schedule and calendar mutually developed by the Employee and the District, which may not follow the schedule of other Employees covered by the Master Agreement between the parties, generally eight hours per day, and will require that any day school is in session that these days will be identified as days of work.

- will not be eligible to elect a self-selected conference day as delineated in the Master Agreement.

-be paid on a salary schedule delineated in Appendix A effective at the beginning of the 2017-2018 school year. These amounts will be increased by the same percentage (or a proportionate increase) as other Midland City Education Association members.

The District will offer the position of Electronic Learning Facilitator to laid off members of the Midland City Education Association first, if positions are vacant and the teacher is qualified as defined below. Teachers offered these positions may accept or reject the positions without impacting their right to be recalled by the District to the same or similar position to those from which they were laid off. To be eligible for a position as Electronic Learning Facilitator members must be able to: utilize multiple learning management systems, clearly communicate to students, parents and teachers, through many methods – especially email and social media.

Laid off MCEA members who take such positions will be eligible to accept recall from layoff for the same or similar positions if those positions become available up to ten (10) days before the student school year. If the teacher vacates the position to accept a recall the length of the posting need only be five (5) days. If a regular teaching assignment opens after ten (10) days before the beginning of the student school year members will be obligated to remain in the Electronic Learning Facilitator positions for two semesters as follows: summer/fall, fall/winter, winter/summer. Under this scenario a member who is laid off at the end of the school year would be eligible for recall second semester. A member laid off midyear would be eligible for recall in the fall. This provision is aimed at maintaining continuity in the program. Laid off MCEA members occupying Electronic Learning Facilitator positions will continue to accrue seniority as if occupying any other bargaining unit position.

For the purposes of seniority Electronic Learning Facilitators will have their own seniority list, except that other laid off MCEA members occupying these positions will be maintained on the main MCEA seniority list. If an Electronic Learning Facilitator is subsequently hired into another bargaining unit position within the MCEA, he/she is added to the main MCEA seniority list, with a hire date going back to his/her employment date as an Electronic Learning Facilitator.

No MCEA member occupying another position may be compelled to take a position as the Electronic Learning Facilitator. An employed MCEA member who requests an Electronic Learning Facilitator position may be granted the position, based upon availability/vacancy and skills as delineated above at the discretion of the District.

The District and Association agree that if other unforeseen issues arise from the establishment of these positions, those issues will be addressed through Contract Review or the Negotiations process in order to reach a mutually acceptable solution.

APPENDIX M TRAVELING TEACHERS

The Association and District agree that having a teacher travel between two or more buildings may not be an ideal situation, it is, sometimes, however, necessary.

In the case of secondary traveling teachers, meaning teachers who must travel between two or more secondary buildings for non-auxiliary classes, each building will determine its needs for numbers of sections or classes at the beginning of the staffing process.

Generally, the least senior persons who are currently assigned to a specific department and who are certified and highly qualified will be the traveling teachers, unless a more senior teacher assigned to that department volunteers to travel. If more than one volunteers the most senior teacher in that department will be afforded the opportunity to travel.

It is understood that the two or more impacted schools will work together to establish positions and determine staffing needs as soon as possible. Before the staffing process begins, one of the buildings will staff the current traveling teacher at that building full time. Any remaining traveling assignments will be assigned to the least senior persons with the necessary certification in the overstaffed building(s).

When possible, the teacher who originally traveled between buildings will be placed in the one building of the teacher's preference. If such placement strains the efficiency of staffing at that building, the teacher will be placed in an alternate building full time. That teacher may then volunteer to travel in place of the least senior member of the department who has assumed the traveling position.

Appendix N

DAYS OF ABSENCE (ILLNESS) OR PERSONAL DAY PURCHASE

Days of Absence (Illness):

1. Once a teacher has accumulated 62 days of absence but has not reached 186 days, the teacher may sell up to two (2) days of absence at the substitute teacher rate minus \$10.
2. If at any time the ten (10) earned days of absence causes the teacher to exceed 186 days, at the beginning of the year, the teacher must choose between:
 - Continuing accumulating days *or*
 - Will be paid up to five (5) days at \$50 per day and any remaining days above 186 days will be moved to the MCEA District Sick Bank.
 - The number of days sold cannot drop the teacher below 186 days.

This is one-time choice during employment. If a teacher drops below 186 and later accumulates back to exceed 186 days, the original decision stands.

3. For those teachers who have accumulated over 186 days of absence (illness) by the start of the 2019-2020 school year, the teacher may choose to keep their existing bank and continue accumulating days or cap at 186, move the overage to the MCEA District Sick Bank and follow the language in 2.b. This choice is required to be designated prior to the beginning of the 2019-2020 school year.

Personal Days:

The District will purchase one (1) personal day of the original yearly allotment of personal days, at the substitute teacher rate minus \$10, under the following condition:

1. The teacher must have completed two years in the District.
2. The teacher must have two (2) personal days of the original yearly allotment. The remaining day will be carried over.
3. Any remaining personal days will be transferred to the days of absence (illness) teacher bank.

Appendix O

ONLINE/BLENDED LEARNING POSITIONS

Midland Public Schools and the Midland City Education Association (MCEA) agree that providing virtual online instruction to students offers an additional method of delivering services to students under defined circumstances. The District and the Association agree to establish these positions to facilitate this type of instructional deliver services.

Online/Blended Positions:

Certificated staff may be assigned to teach an online or blended course for which they are certified and highly qualified as part of their regular teaching assignment.

- Blended courses are defined as an instructional model in which staff facilitate a learning environment in which the student learns in a hybrid model of face-to-face instruction *and* online instruction.
- Online courses are defined as an instructional model in which staff facilitate a learning environment in which the student can receive all course content in an online instructional setting.

A teacher will not be required to teach an online or blended course without receiving training provided by the district at the District's expense. If teachers are required to attend training sessions outside of normal working hours or during the summer, teachers will be compensated at the summer study rate in accordance with the Master Agreement between the MCEA and Midland Public Schools. No class will be offered as a combination of traditional (face-to-face), online, or blended method of instruction in one particular class period.

It will be at the discretion of the District as to which teachers will be trained and what courses they will teach using the online or blended delivery model. The number of teachers enrolled in the training program will be determined annually and is subject to district funds that are available.

In the event that the number of teachers wanting to be trained is beyond the capability of the District's available funds, course demand from students will determine priority of which teachers will be selected for the training sessions. A waiting list will be maintained by the District in the order in which requests for training were received.

The number of students enrolled in an online or blended course shall be subject to all of the provisions of the Master Agreement between the MCEA and Midland Public Schools.

The format of the course, whether online or blended, will be determined with input from the teacher, teacher leader, building principal, and Instructional Technology Specialist.

Online or Blended Positions will be entitled all rights and benefits in accordance with the Master Agreement between the MCEA and Midland Public Schools.

The District and Association agree that if other unforeseen issues arise from the establishment of this Appendix, those issues will be addressed through Contract Review.

Appendix P

ADMINISTRATIVE MENTEE PROGRAM

Midland Public Schools (MPS) and the Midland City Education Association (MCEA) agree that teachers who provide nonsupervisory administrative support (i.e. Administrative Mentee Program) will be paid a stipend at Category I, beginning at Step 1 of the Extra Duty Compensation Schedule in Appendix A of the Master Agreement in addition to their salary.

Midland Public Schools' Administrative Mentoring Program will be open for application to any tenured teacher with an "Effective" or "Highly Effective" evaluation rating in their most recent performance evaluation. MPS will have the sole responsibility of selecting one candidate from the applicants. MPS may or may not choose to have an Administrative Mentee each school year. The candidate selected shall serve as an Administrative Mentee in any building the District chooses or multiple buildings should the District see the need for at least one (1) school year and up to two (2) school years if the District and Administrative Mentee agree on a second school year.

The Administrative Mentee duties may include:

- Student discipline and attendance
- Building daily management
- Instructional and academic leadership
- Typical Assistant Principal duties (Examples: management, instructional, professional development, supervision, create or organize programming)
- Administrative Mentees will not be allowed to perform teacher evaluations or other supervisory roles over other teachers
- Administrative Mentee may observe a post-evaluation meeting with the prior written approval of the Principal and Teacher being observed.

Upon exiting the Administrative Mentee Program, teachers will be placed into a position in which they are qualified.

Teachers shall retain all rights afforded to him/her in accordance with the Master Agreement.