MIDLAND PUBLIC SCHOOLS

Agreement

With

Midland Federation of

Paraprofessionals

July 1, 2026 – June 30, 2029

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MIDLAND PUBLIC SCHOOLS
Proposed Agreement
With
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Purpose

The parties hereto recognize they have a common responsibility beyond their collective bargaining relationship, and that the Midland Public Schools is a unit of government, subject to the laws of the State of Michigan as set forth in the "General Schools Laws of Michigan," and that the Board has obligations to the citizens and taxpayers, as well as to the State of Michigan, to operate efficiently, economically and prudently, and to maintain adequate and uninterrupted service to the public and the children therein.

Further, since the efficiency of the program of any school system is directly proportional to the effectiveness of its employees in every category, and since such effectiveness is contingent upon high morale and sound human relations, it is the purpose of the Board to employ competent, morally acceptable and dedicated personnel.

It is the purpose of this Agreement to resolve by collective bargaining, in good faith, differences concerning wages, hours, and working conditions, and appropriate means of resolving them, without interruption of the school program.

Preamble

An Agreement made effective upon ratification by the Midland School District hereinafter called the “District" and the Midland Federation of Paraprofessionals, affiliated with the Michigan Federation of Teachers and the American Federation of Teachers, AFL-CIO, hereinafter called the "Union."

The Midland Public Schools will not discriminate in its educational programs and activities on the basis of age, race, creed, religion, color, national origin, sex, marital status, ability or any additional criteria identified by any applicable state or federal statute.

This Agreement shall constitute the full and complete agreement between both parties and may be altered, changed, added to, deleted from, or modified only through voluntary and mutual consent of the parties. The parties agree that for the life of this Agreement, each voluntarily and unqualifiedly, waive the right, and each agree that the other shall not be obligated to collectively bargain as to any subject or matter specifically referred to or expressly covered in this Agreement.

Article I

Recognition

The Board recognizes the Union as the sole and exclusive bargaining representative with respect to rates of pay, hours, and other terms and conditions for all full and regular part-time paraprofessionals excluding supervisors, substitutes, casual and all other employees for the entire term of the Agreement.

Article II

Board Rights and Responsibilities

Except as there is contained in this Agreement an express provision specifically limiting the rights or discretion of the District, all rights, functions and prerogatives of the management of the District, formerly exercised or exercisable by it, remain vested exclusively in the District. Without limiting the generality of the foregoing, the District specifically reserves solely to itself the management of the District and the following rights: to determine hours; to schedule and assign work; to direct the workforce; to determine employee qualifications; to include necessary qualifications on job postings and evaluate competency to maintain the efficiency of operations; to determine business hours; to determine the quality and quantity of work to be performed according to position; to establish and require standards of performance and to promulgate policies, and from time to time change them with notification and enforce them; to implement incentives for special assignments; to determine proper staffing and workload requirements; to determine and redetermine job content with notification and to describe jobs; to discontinue jobs; to determine operating standards, security measures and operation policies; to determine methods and procedure; to determine which programs and contracts to enter; to select those with whom the District will do business; to initiate, continue or discontinue training or educational programs; to hire, suspend, promote, demote, discharge or otherwise discipline employees; to lay off employees for lack of work or for other legitimate reasons; to require reasonable overtime; to promulgate and enforce all rules respecting operations, efficiency, safety measures, and other matters; to determine all equipment to be used, the utilization of all physical facilities and the assignment of District space; to implement and utilize new equipment, methods and facilities; to subcontract any work; to utilize the services of auxiliary, temporary or voluntary employees; to decide the number and locations of the facilities; and to extend, maintain or curtail all or any part of the District's operations, programs or facilities. The exercise of the management rights set forth herein shall not be subject to the arbitration provisions of this Agreement except as otherwise specifically provided in this Agreement.

It is understood and agreed that the management rights specified herein, except those rights expressly abridged or limited by a specific provision of this Agreement, may not be impaired or limited by arbitration or an arbitrator, or by any other means except by mutual written agreement of the parties.

Article III

Union Rights

A.

1. No sooner than 4:00 p.m. during normal work days, the Union 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 Union and do not promote political candidates for political positions.

2. The use of the building involved will be requested from the building principal at least forty-eight (48) hours in advance of the meeting. Authorized representatives acting in an official capacity for the Union will be permitted to transact official Union business on school property as outlined above provided that this shall not interfere with their work duties or with District programs and operations.

3. Non-employees are not to enter any building without first reporting to the office.

B. The Union is authorized to post notices on a designated bulletin board in each building. Copies of any posted material will be shown to the administration at least twenty-four (24) hours before posting. The Union will abide by the following standards:

1. All material must be properly identified as Union material and contain nothing that would indicate that the material was 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 official Union activities.

3. Matters of personal business are prohibited.

C. The Union may use building mailboxes and inter-school e-mail as long as the Union abides by the following standards:

1. All communications must be specifically identified as a Union communication.

2. One copy of all communications will be submitted to the Administration at least twenty-four (24) hours prior to distribution in the mailboxes, with the exception of meeting notifications and new member information packets.

3. None of the communications are to indicate or imply that the material involved is sponsored or endorsed by the District.

4. All material must be restricted to matters covered by this Agreement.

5. All material must not advocate or promote a political candidate, a political position or individual monetary gain.

6. Matters of personal business are prohibited.

Article IV

Grievance Procedure

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. An employee who claims to have suffered a violation of rights under the Agreement.

    b. The Union if it claims a right specifically granted to the Union in the Agreement has been violated.

3. The word "days" in this article shall mean calendar days.

B. The Union may act on behalf of a group or class of employees who initiate a grievance alleging a common violation of this Agreement.

C. Grievance Procedure

1. A grievance shall not be processed unless it is presented within fourteen (14) days after the fact or circumstances giving rise to such grievance occurred or are discovered.
2. Informal Hearing

    a. An employee who believes that a grievable action has been suffered shall first present the grievance informally to the employee's supervisor.

    b. A Union representative may be in attendance at the employee's informal conference with the employee's supervisor if requested by the employee.

3. Step One

    a. If the grievance is not resolved at the informal conference and the employee wishes to pursue it further, the employee must place the grievance in writing and file it with the supervisor within ten (10) days after the date of the informal hearing. A copy will be sent by the grievant to the Union and the superintendent.

    b. Within ten (10) 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 Union at this Step One hearing.

    d. Within ten (10) days after the hearing, the supervisor shall give an answer in writing to the grievant, with a copy to the Union and the superintendent.

4. Step Two

    a. If the employee is not satisfied with the disposition of the grievance at Step One, it may be appealed to the superintendent/designee. The Union may initiate the grievance procedure for a Union grievance by submitting such grievance to the superintendent/designee.

    b. The appeal must be in writing and be filed within ten (10) days after the date of the supervisor's disposition at Step One.

    c. The superintendent/designee shall schedule a hearing on the appeal of the grievance within ten (10) days after receipt of the written appeal. This hearing at Step Two may be conducted by the superintendent/designee.

    d. Representatives of the Union and the District may be in attendance at this Step Two hearing.

e. Within ten (10) days after the hearing, the superintendent/designee shall give an answer in writing to the grievant with a copy to the Union.

5. Step Three

a. If the employee 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 ten (10) days after the date of the superintendent's/designee'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 Union 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 Union.

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 Union.

d. Administrative judgment resulting in an adverse evaluation of an employee as referred to in Article XI, 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 employee may ask the Union to refer the grievance to arbitration.

b. If the Union decides to have the grievance arbitrated, it must inform the District of its intent, in writing, within ten (10) days after the date of the answer at Step Three. The demand for arbitration must be filed with the

American Arbitration Association within twenty-one (21) days after the date of notice to submit for arbitration.

c. Following the written notice of intent to submit to arbitration, the Union and a representative of the District shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within fourteen (14) days after date of the notice to submit to arbitration, the American Arbitration Association shall be requested to provide the names of arbitrators. If mutual agreement as to the identity of the arbitrator from the first list cannot be obtained, the parties will request a second list from the American Arbitration Association.

d. 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 Union and its members, and the employee involved.

e. The arbitrator's fees and expenses shall be borne by the losing party.

    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 Union, and the District to hold proceedings during regular working hours, employees participating in arbitration, on their own behalf or on behalf of the Union, will be released from assigned duties without loss of pay.

    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.

    3. It shall be the function of the arbitrator, and he/she shall be authorized and empowered except as limited below, after due investigation, to make a decision, in writing, and set forth his/her finding of fact, reasoning, and conclusions of the issues submitted.

        a. The arbitrator shall not add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

        b. He/she shall not establish salary scales or change any salaries.

        c. He/she shall not rule on those matters previously exempted from the grievance procedure.

        d. He/she shall not change any practices, policies, or rule of the District, nor substitute his/her judgment for that of the District as to the reasonableness of any practices, policy, rule, or any action taken by the District.

e. He/she shall not make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of the Agreement.

f. His/her power and authority shall be limited to deciding whether the District has violated the express article and section of this Agreement.

g. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

h. There shall be no appeal from the arbitrator's decision if within the scope of his/her authority, as set forth above. It shall be final and binding on the Union, its members, the employee(s) involved and the District, each of whom expressly agree to abide by such decision.

4. Claims for back pay shall be retroactive to the date the grievance was filed. All claims of back wages shall be limited to the amount of wages the employee would otherwise have earned less any monies earned by the employee during the period covered by the back wages claim and all unemployment benefits received.

D. General Provisions

1. All provisions for processing a grievance filed by an employee shall also apply to grievances filed by the Union.

2. Forms for filing grievances will be jointly prepared and given appropriate distribution by the Union 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.

4. The grievant, or an officer of the Union if the Union is the grievant, must be present at all steps of the grievance procedure.

5. No grievance shall be filed for or by any employee after the effective date of that employee'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 Union and the District.

Article V
Continuity of Operations

A. During the term of this Agreement, the Union shall not cause or permit its members to cause, nor will any member of this Union take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from that employee's position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), nor will the Union threaten, induce, authorize, or sanction the same.

B. Violation of this Article by any employee or group of employees will constitute just cause for discharge.

C. Upon learning of strike, slowdown, stoppage of work, planned inefficiency, or any other curtailment of work or restriction or interference with educational processes in the District, the Union shall take whatever steps are necessary to bring such activity to a prompt end.

Article VI
Discipline

A. The District may adopt rules, regulations and directions which are not in conflict with this agreement. Employees are expected to comply with such rules, regulations and directions.

B. No employee will be disciplined without just cause.

C. An employee shall not be disciplined by any member of the school staff other than the administrator in charge. If a warning, reprimand or other form of discipline is to be recorded in writing and placed in the employee’s personnel file, the employee will be entitled to have a representative from the Union present if they request such representation. It will be the responsibility of the employee to make arrangements to have a representative present at the discipline meeting.

D. Discipline of non-probationary employees only will be subject to the grievance procedure set forth in this Agreement.

E. It is understood that the sequence of disciplinary action stated below need not be followed in the order listed. The severity and the nature of the employee's violation will determine the penalty to be assessed by the District. Employees violating any of the rules and regulations of the District may be disciplined in the following manner:

   a. First Offense: Verbal Warning
   b. Second Offense: Written Warning
   c. Third Offense: Suspension Without Pay
   d. Fourth Offense: Disciplinary Action Up To And Including Discharge

F. The Union shall be notified when disciplinary action is taken beyond a verbal warning.

Article VII
Hours of Work

The District reserves the right to set the calendar and hours of work for all employees covered by this agreement, unless otherwise stated in the contract. Employees will work all required days of student instruction and any other professional development/inservice days or other meetings as directed by the District.

The District will determine and provide six (6) paid hours of required professional development time per school year, outside of the instructional time. Additionally, there will be an additional 0-6 hours of enhanced professional development offered, depending on the position.

The District will include and compensate Paraprofessionals at their contractual hourly rate for the opening ceremony session of 'Opening Day'. The opening ceremony session will not count as Professional Development hours. Attendance at additional sessions on Opening Day shall be determined as a part of the Professional Development plan developed in collaboration with their Supervisor. The District will communicate opening day logistics to MFP members the first week of August annually. Attendance is not required.

Mandatory Compliance training will be completed outside of a contractual workday and will not count toward professional development credit (up to 12 hour provision). Annual compliance training must be completed within 30 business days of assignment by the Human Resources Department. Upon completion, a $150 stipend will be issued to the employee in the employee's regular payment method. Use of “test out” options provided in the training does not alter the amount of compensation provided. Should the training not be completed within the window, the District will engage in the Disciplinary process per the terms of Article VI and the stipend will no longer be applicable. Online trainings, other than the compliance trainings required of all paraprofessionals, may be assigned by a paraprofessional’s supervisor, and these trainings will count towards PD hours.

Article VIII

Probationary Employees

A. Newly hired employees shall be considered as probationary employees for sixty (60) days worked.

B. There shall be no seniority among probationary employees. When a probationary employee completes a probationary period, the employee shall be entered on the seniority list retroactive to the date of hire.

C. The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions as set forth in this Agreement except that any discipline of probationary employees will not be subject to the grievance procedure.

Article IX

Assignment of Duties

Employees are hired and assigned by administrative unit (building). Work duties and hours of assignment within each building are assigned by the building principal/designee. Lay-off, recall and assignment will be based on qualifications, abilities and/or skills, as determined by the building principal/designee. If the principal/designee determines that ability and qualifications are equal, seniority within the administrative unit will be considered the tiebreaker.

The District may create permanent paraprofessional substitute position(s), to be paid according to the regular wage scale for total instruction days per year. Assignment will be at the discretion of the District. Mileage will be paid on split assignments in one day. Initial posting will be posted internally for ten (10) days. Work guaranteed for each day of instruction.

If employee's regular assignment is unavailable and no suitable assignment in the same location is available, and employee is asked to relocate to a different building, mileage will be paid to the employee by the district for each day of assignment at the secondary location.

When/if assigned hours are reduced, the affected employee hours will be placed into a District pool from which the employee will receive reassignment based on ability and qualifications. Ability and qualification being equal, seniority will be used as a tiebreaker for purposes of reassignment. An employee who does not recover lost hours during the reallocation of hours in an administrative unit will be entitled to an explanation from the building principal/designee. The principal/designee may consider evidence of ability and qualifications provided by the employee. The principal/designee's decision will be final unless found to be arbitrary and capricious.

Refusal to accept reassigned hours (with the exception of positions requiring specialized qualifications or skills) negates any obligation on the part of the District to reassign. Employees in the pool for whom no work in the District is available are subject to hour reduction or layoff. Employees who are subject to layoff will be recalled based on ability and qualifications for available work for a period of time not to exceed two years from date of layoff. Any employee who is laid off for longer than two years will be considered terminated. When entering the second year, if employee has not worked at least one day and a job is offered to them, the

employee will incur the financial obligation to be re-fingerprinted (according to Michigan State Law). Refusal to be re-fingerprinted will result in termination.

Upon assignment of duties at the start of each school year, or when an assignment changes, a paraprofessional will be provided with an orientation session by their supervisor (or designee) that covers core job responsibilities (such as: student schedule, IEP goals for the student, behavior plan, description of physical needs, and photo ID (if available), a professional development plan that includes job appropriate training, and a review of the evaluation process). A paraprofessional's professional development plan will note if attendance on a scheduled professional development day is required. The plan will be completed within 60 days of the start of the school year (or from the date of hire or assignment change).

Paraprofessionals will have a place for storing belongings. The district is not responsible for any lost or stolen items.

Personal Property: The District will pay for the full market value of any clothing or other personal property damaged or destroyed throughout the course of your duties related to your job as a paraprofessional.

Article X
Seniority

Seniority will be defined as the uninterrupted length of time an employee has worked for the District in a position covered by this Agreement. In the event two (2) or more employees are hired on the same date, the order of seniority will be determined by the last four digits of the employee's social security number. The higher social security number shall have the higher seniority rank. An employee's employment shall be terminated and their seniority shall cease upon:

1. Voluntary Quit
2. Discharge (unless reinstated after unlawful discharge)
3. Failure to report to work immediately following excused absence, holiday, school break
4. Failure to return to work upon reassignment/recall within five (5) working days after having been notified to report to work
5. Retirement
6. Laid off for a period longer than one (1) year

Article XI
Evaluation

Each employee will be evaluated at least once per year for the first two (2) years in a building. After two (2) years of effective performance in a building, the employee will be evaluated at least once every three (3) years or, in the case of ineffective performance, as necessary. Supervisors will meet at least once per year with each employee on staff in a building to discuss that employee's performance during each year that a formal written evaluation is not required.

Article XII
Fringe Benefits

A. Full-time employees are those employees who are regularly assigned to thirty (30) hours or more per week throughout the regularly scheduled school year for teachers. Part-time employees are those employees whose regular assignment is less than thirty (30) hours per week. Full-time employees are eligible for the following benefits:

1. Insurance

a. Employees who are regularly scheduled to work thirty (30) hours or more per week are eligible for and are automatically covered by the district's term life insurance plan. The term life insurance coverage is for a minimum of ten thousand dollars ($10,000) and a maximum equal to twice the employee's annual base salary rounded off to the next higher one thousand dollars.

b. The group hospital-medical insurance program provided to other district employees is available to eligible employees upon application during the enrollment period unless a separate group hospital-medical insurance program is bargained specifically with this unit.

c. A group dental insurance program is available to eligible employees upon application during the enrollment period.

d. A long-term disability insurance program is available to eligible employees upon application during the enrollment period.

e. A vision insurance plan is available to eligible employees upon application during the enrollment period. It covers employees only (not other family members who are not eligible employees).

f. ***Employer Contribution Structure (Hard Cap Model):***
The District shall contribute toward the cost of medical insurance up to the applicable PA 152 Hard Cap limits, based on coverage tier (single, two-person, or full family).

Eligible employees electing coverage shall be responsible for payment of any premium costs that exceed the applicable Hard Cap amount.

Employee Payroll Contributions:

Employee contributions for medical insurance shall be:

1. Based solely on the amount exceeding the Hard Cap; and
2. Deducted through payroll on a pre-tax basis in accordance with Section 125, where applicable.

For employees who are not paid year-around:

A. Contributions for summer coverage (June through August) shall be prepaid through payroll deductions during the regular school year.

Transition Year - 2026 Only:

For the remainder of calendar year 2026 only:

A. For employees whose pay is spread over twenty-one (21) pays:

1. Employees will be required to prepay the employee portion of June, July, and August 2026 premium costs prior to June 1, 2026.
2. Regular payroll deductions will resume with the first payroll in September 2026.

Health Savings Account (HSA) Contributions:

Effective June 1, 2026, the District will no longer contribute to employee Health Savings Accounts (HSA).

District Offered Plans:

Beginning June 1, 2026, the District will offer four (4) multiple plan options for eligible employees to select from based on coverage level (single, two-person, or family).

Plan offerings, design, and structure have been determined by the District, with input from the multi-labor group insurance committee.

Beginning June 1, 2026 through the 2026-2027 school year, the benefits for eligible and covered employees will be as follows:

Plan Name	Single/Family Deductible	Coinsurance	Pharmacy Plan
ABC Plan 1	1,700/3,400*	0%	3-tier mail
ABC Plan 2	2,000/4,000	0%	3-tier mail
ABC Plan 2	2,000/4,000	0%	5-tier mail
ABC Plan 2	2,000/4,000	10%	5-tier mail

**Note - these deductible amounts can change January 1, 2027 depending on IRS rules governing High-Deductible Health Plans*

If the District changes health care providers in future plan years, offered plans will be equivalent in coverage.

Hard Cap Compliance:

The parties acknowledge that all provisions in this contract are intended to ensure compliance with PA 152. If insurance costs fluctuate, employee contributions will adjust accordingly based on the amount exceeding the Hard Cap.

Legislative Changes:
Should legislative changes be enacted to alter, amend, or eliminate the PA 152 or the State's medical benefit contribution caps (beyond the annual medical care component CPI adjustment), the District and Union agree to reconvene negotiations within the multi-union insurance committee to address the impact of such changes.

The parties agree that the multi-labor group insurance committee will reconvene before the next open enrollment period for a fiscal review, plan usage review, and to recommend alternate plan options. The meeting date will be discussed in Contract Review. This review does not alter the terms of this Agreement, unless mutually agreed to in writing by both parties.

B. Employee Assistance Program (EAP)

1. All regular employees (full-time and less than full-time) are eligible for services provided through the Employee Assistance Program.

C. Retirement Notification Stipend

If a paraprofessional has completed ten (10) or more years of service in the Midland Public Schools system, and notifies (in writing) the Director of Human Resources on or before the Friday before Memorial Day of the year they intend to retire that they will retire, and completes the school year, they will be entitled to the following stipend:

Paraprofessionals at Step 7 or greater and have 10 years of service will receive $100 per year of service, if notified before the Friday before Memorial Day deadline. If a paraprofessional does not meet the notification requirements as listed, the paraprofessional will be paid $50.00 for each year of service in the district, up to a maximum of $1000.00 upon retirement as outlined under the retirement provisions of the State Retirement Act.

Paraprofessionals at Step 7 and below and less than 10 years of service will receive $50 per year of service, if notification is before the Friday before Memorial Day deadline and completes the school year. If a paraprofessional does not meet the notification requirements as listed, the paraprofessional will be paid $25.00 for each year of service in the district, up to a maximum of $1000.00 upon retirement as outlined under the retirement provisions of the State Retirement Act.

The number of years of service with M.P.S. will be calculated in the same way as the M.P.S.E.R.S. calculates years of service. If the Director of Human Resources receives notice before the Friday before Memorial Day deadline, and the paraprofessional will not complete the school year, the paraprofessional must give at least a 60-day notice to be eligible for the stipend.

Article XIII
Approved Absences

A. Full-Time Employee Absences

1. Personal Illness

a. Full-time employees, under assignment to a position continuing through the regular school year, are allotted twelve (12) personal illness days annually. Personnel employed initially within a school year are allotted a prorated number of personal illness days. Unused days are accumulative without limitation. Each fiscal school year, the first seventy-two (72) hours of an employee's accrued sick leave shall be designated as meeting the requirements of the Michigan Earned Sick Time Act ("ESTA"). These hours shall run concurrently with the employee's sick leave and, where applicable, Family and Medical Leave Act (FMLA). ESTA does not provide additional paid leave beyond the leave otherwise provided under this Agreement.

b. For full-time employees who do not qualify for Family Medical Leave (FMLA), and upon recommendation of the superintendent, leave for personal illness may be extended beyond this limit. The decision of the superintendent is final and not subject to the grievance procedure.

c. Full-time transportation employees working in the summer will receive one (1) additional sick day. Full-time transportation employees hired prior to the February 26, 2001(ratification of first contract) will receive three (3) additional sick days beginning in the summer of 2004. Unused sick days are accumulative without limitation.

d. Pay while on sick leave. An employee will be paid full compensation starting with the first day of approved sick leave in accordance with the following conditions:

1. When an employee requests any sick leave absence of ten (10) consecutive workdays or more, he/she must submit a medical certification, at employee's expense, to the supervisor or designee prior to returning to work. The District reserves the right to send the employee to its physician, at District expense, prior to returning to work in order to verify fitness for the employee's job description.

2. An employee, while on paid sick leave, shall be deemed to be on continuous employment for the purpose of computing all benefits, including seniority, referred to in this Agreement.

3. If an employee is injured on the job and therefore eligible for Workers' Compensation, sick leave shall be paid starting on the first day.

4. Sick leave may not be used for routine dentist appointments, routine doctor's exam or office call. This limitation applies only after the employee has exhausted the first seventy-two (72) hours of sick leave designated as meeting the requirements of the Michigan Earned Sick Time Act (ESTA) in a school year.

e. Preplanned use of sick leave

1. Absence for preplanned use of sick leave (such as scheduled surgery or childbirth) will be approved starting on the date at which the employee is physically no longer able to work. This date and the employee's physical inability to work must be certified by the employee's physician.

2. The District may require an examination by an independent physician as to the date at which the employee 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. Absence from work by the employee prior to the date set by the independent physician will be unauthorized.

3. It is expressly understood that absence under sick leave for recovery from childbirth is not for the purpose of caring for the baby. The requirements set forth in this subsection apply only after the employee has exhausted the first seventy-two (72) hours of sick leave designated as meeting the requirements of the Michigan Earned Sick Time Act (ESTA). For foreseeable absences covered under ESTA, employees shall provide advance notice as soon as practicable, consistent with applicable law. Documentation or medical certification for ESTA-covered leave shall be required only as permitted by law.

f. Unused sick leave days at the time of termination of employment, for any reason including retirement, will not constitute a claim upon the District.

2. Death or Serious Illness in Family

a. To any full-time employee, bereaved by death or serious illness, requiring bedside or household attention by the employee, of spouse, member of immediate household, child, sibling, sibling-in-law, parent, parent-in-law, daughter-in-law, son-in-law, grandparent, grandchild, or dependent of the immediate household resident, a total of (10) ten days leave in any one year will be granted without loss of salary. Such leave shall not be cumulative nor counted as part of sick leave.

b. To any full-time employee, absence not to exceed five (5) days in any one year for reason of death or serious illness for other than those named above will be granted on written request to the employee’s supervisor and with the approval of the supervisor. Such leave shall not be cumulative nor counted as part of sick leave.

c. Absence without pay to a maximum of twenty-eight (28) calendar days will be granted to a Paraprofessional to care for, or to arrange for care for, a member of the Paraprofessional’s immediate family who has a serious health condition. These days will be in addition to the days of absence with pay which are specified in Article XIII, section A. 1. 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.

d. When an absence qualifies under both this section and the Michigan Earned Sick Time Act, the leave shall run concurrently and be designated first against the employee’s seventy-two (72) ESTA-designated hours for the fiscal school year.

3. Personal Days

a. Full-time employees will be allowed three (3) days leave without loss of wages to transact personal business. Personal days may be used August through May on District Professional Development days, Parent/Teacher Conference days, and Snow days upon request.

b. Arrangements for personal leave will be made no later than 48 hours in advance through the employee's supervisor. Upon approval, notice should also be given to the person in charge of payroll records for the office involved.

c. One personal day may be carried over to the following school year. No more than four (4) personal days may be used in a given school year. Unused personal days not carried over shall be added to the paraprofessional's personal illness bank of days.

4. Full-time/part-time employees under assignment to a position continuing through the regular school year may use all sick and personal days for snow days.

B. Part-time Employee Absences

1. Personal Illness

a. Part-Time Employees scheduled to work 20-29.9 hours per week, under assignment to a position continuing through the regular school year, are allotted seven (7) personal illness days annually. Part-Time Employees scheduled to work less than 20 hours per week, under assignment to a position continuing through the regular school year, are allotted five (5) personal illness days annually. Personnel employed initially within a school year are allotted a prorated number of personal illness days. Unused days are accumulative without limitation. Each fiscal school year, up to the first seventy-two (72) hours of an employee's accrued sick leave, if available, shall be designated as meeting the requirements of the Michigan Earned Sick Time Act ("ESTA") and shall run concurrently with the employee's accrued sick leave bank. ESTA does not increase or extend the total amount of paid leave provided under this Agreement.

b. For part-time employees who do not qualify for Family Medical Leave (FMLA), and upon recommendation of the superintendent, leave for personal illness may be extended beyond this limit. The decision of the superintendent is final and not subject to the grievance procedure.

c. Part-time transportation employees working in the summer will receive one (1) additional sick day. Unused sick days are accumulative without limitation.

d. Pay while on sick leave. An employee will be paid full compensation starting with the first day of approved sick leave in accordance with the following conditions:

1. When an employee requests any sick leave absence of ten (10) consecutive workdays or more, he/she must submit a medical certification, at employee's expense, to the supervisor or designee prior to returning to work. The District reserves the right to

send the employee to its physician, at District expense, prior to returning to work in order to verify fitness for the employee's job description.

2. An employee, while on paid sick leave, shall be deemed to be on continuous employment for the purpose of computing all benefits, including seniority, referred to in this Agreement.

3. If an employee is injured on the job and therefore eligible for Workers' Compensation, sick leave shall be paid starting on the first day.

4. Sick leave may not be used for routine dentist appointments, routine doctor's exam or office call. This limitation applies only after the employee has exhausted the first seventy-two (72) hours of sick leave designated as meeting the requirements of the Michigan Earned Sick Time Act (ESTA) in a fiscal school year.

e. Preplanned use of sick leave

1. Absence for preplanned use of sick leave (such as scheduled surgery or childbirth) will be approved starting on the date at which the employee is physically no longer able to work. This date and the employee's physical inability to work must be certified by the employee's physician.

2. The District may require an examination by an independent physician as to the date at which the employee 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. Absence from work by the employee prior to the date set by the independent physician will be unauthorized.

3. It is expressly understood that absence under sick leave for recovery from childbirth is not for the purpose of caring for the baby.
The requirements set forth in this subsection apply only after the employee has exhausted the first seventy-two (72) hours of sick leave designated as meeting the requirements of the Michigan Earned Sick Time Act (ESTA). For foreseeable absences covered under ESTA, employees shall provide advance notice as soon as practicable, consistent with applicable law. Documentation or medical certification for ESTA-covered leave shall be required only as permitted by law.

f. Unused sick leave days at the time of termination of employment, for any reason including retirement, will not constitute a claim upon the District.

2. Death or Serious Illness in Family

a. To any part-time employee scheduled to work 20-29 hours per week, bereaved by death or serious illness, requiring bedside or household attention by the employee, of spouse, member of immediate household, child, sibling, sibling-in-law, parent, parent-in-law, daughter-in-law, son-in-law, grandparent, grandchild, or dependent of the immediate household resident, a total of seven (7) days leave in any one year will be granted without loss of salary. To any part-time employee scheduled to work less than 20 hours per week, bereaved by death or serious illness, requiring bedside or household attention by the employee, of spouse, member of immediate household, child, sibling, sibling-in-law, parent, parent-in-law, daughter-in-law, son-in-law, grandparent, grandchild, or dependent of the immediate household resident, a total of four (4)

day leave in any one year will be granted without loss of salary. Such leave shall not be cumulative nor counted as part of sick leave.

b. To any part-time employee scheduled to work 20-29 hours per week, absence not to exceed three (3) days in any one year for reason of death or serious illness for other than those named above will be granted on written request to the employee's supervisor and with the approval of the supervisor. To any part-time employee scheduled to work less than 20 hours per week, absence not to exceed one (1) day in any one year for reason of death or serious illness for other than those named above will be granted on written request to the employee's supervisor and with the approval of the supervisor. Such leave shall not be cumulative nor counted as part of sick leave.

c. Absence without pay to a maximum of twenty-eight (28) calendar days will be granted to a Paraprofessional to care for, or to arrange for care for, a member of the Paraprofessional's immediate family who has a serious health condition. These days will be in addition to the days of absence with pay which are specified in Article XIII, section B. 1. 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.

d. When an absence qualifies under both this section and the Michigan Earned Sick Time Act, the leave shall run concurrently and be designated first against the employee's seventy-two (72) ESTA-designated hours for the fiscal school year.

3. Personal Days

a. Part-time employees scheduled to work 20-29.9 hours per week, will be allowed three (3) days leave without loss of wages to transact personal business. Part-time employees scheduled to work less than 20 hours per week, will be allowed one (1) day leave without loss of wages to transact personal business. Personal business days may be used August through May on District Professional Development days, Parent/Teacher Conference days, and Snow days upon request.

b. Arrangements for personal business leave will be made no later than 48 hours in advance through the employee's supervisor. Upon approval, notice should also be given to the person in charge of payroll records for the office involved.

c. One personal day may be carried over to the following school year. No more than four (4) personal days may be used in a given school year for part-time employees scheduled to work 20-29.9 hours per week. No more than two (2) personal days may be used in a given school year for part-time employees scheduled to work less than 20 hours per week. Unused personal days not carried over shall be added to the paraprofessional's personal illness bank of days.

4. Full-time/part-time employees under assignment to a position continuing through the regular school year may use all sick and personal days for snow days.

C. Michigan Earned Sick Time Act (ESTA)

The District complies with the Michigan Earned Sick Time Act (ESTA), which permits eligible employees to use paid sick leave for specific qualifying reasons. The paid leave benefits provided under this Agreement meet or exceed the minimum requirements of ESTA. ESTA does not create additional paid leave beyond what is otherwise provided under this Agreement.

When an absence qualifies under both ESTA and another leave provision of this Agreement, the leave shall run concurrently and be designated first against the employee's ESTA-designated hours. Requests for ESTA leave shall follow the District's standard sick leave reporting procedures, except where such

procedures conflict with law. Leave may be taken in full-day or partial-day increments consistent with payroll practices.

Should ESTA be modified, the District and Association agree to discuss the changes through the Contract Review and/or bargaining process, as it relates to Article XIII.

Employees may use up to seventy-two (72) hours of ESTA-designated sick leave each school year for any of the following reasons permitted by law:

1. The employee's own mental or physical illness, injury, or health condition, including medical diagnosis, care, treatment, or preventive medical care.
2. The care of a family member with a mental or physical illness, injury, or health condition, including medical diagnosis, care, treatment, or preventive medical care.
3. Meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child.
4. Closure of the employee's place of work, or the employee's child's school or place of care, by order of a public official due to a public health emergency.
5. When a health authority or healthcare provider determines that the employee's or a family member's presence in the community would jeopardize the health of others due to exposure to a communicable disease.
6. Absences related to domestic violence or sexual assault, including medical care, counseling, relocation, or participation in civil or criminal proceedings.

For purposes of ESTA, "family member" includes:

- A biological, adopted, or foster child; stepchild; legal ward; a child of a domestic partner; or a child to whom the employee stands in loco parentis;
- A biological, foster, adoptive, or stepparent; a legal guardian of the employee or the employee's spouse or domestic partner; or a person who stood in loco parentis to the employee when the employee was a minor child;
- A person to whom the employee is legally married or a domestic partner;
- A grandparent or grandchild;
- A biological, foster, or adopted sibling;
- Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, as permitted by law.

D. Family and Medical Leave Act

1. A paraprofessional 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 (twenty-six (26) weeks for military caregiving) for certain family and medical reasons including:
    a. Care for the paraprofessional's child after birth, or by adoption or foster care.
    b. Care for the paraprofessional's spouse, son or daughter, or parent who has a serious health condition.
    c. A serious health condition that makes the paraprofessional unable to perform the paraprofessional's job.
    d. A qualifying exigency arising out of the fact that the paraprofessional'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.
    e. Care for the paraprofessional'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.

f. Leave allotment will be calculated on a rolling backward basis except military caregiving leave, which must be calculated on a rolling forward basis by law.

2. For the duration of a F.M.L.A. leave, Midland Public Schools will maintain the paraprofessional health coverage provided as part of the collective bargaining agreement.
3. The paraprofessional 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 paraprofessional and filed with the Director of Human Resources. The paraprofessional must provide medical verification to support a request for leave because of the paraprofessional'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.
4. Paraprofessional 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. Paraprofessional 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.
5. F.M.L.A. for birth or placement by adoption or foster care must conclude within twelve (12) months of the birth or placement.
6. F.M.L.A. leave will be concurrent with other leaves, and may be taken intermittently whenever medically necessary to care for a seriously ill family member or because the paraprofessional 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 paraprofessional is subject to the district's approval if used for adoption or foster care.
7. Employees are encouraged to notify the district as soon as practical of absences that may qualify for FMLA. The district will determine eligibility and designate leave in accordance with federal law.

E. Jury Duty

1. Paraprofessionals who are summoned for jury duty must notify Human Resources.
2. Jury duty pay must be reported to the district.
3. Paraprofessionals serving on jury duty shall be paid the difference between jury duty pay and their regular earnings for the duration of their jury duty.

F. Union Business

The Union will be entitled to five (5) paid days per year for Union business.

Said days must be requested in writing by the Union President and have prior approval from the employee’s supervisor and the Director of Human Resources before days are utilized. Said days will not be granted for processing grievances at any level (including arbitration) or collective bargaining.

G. Notification of Absence

In the event that a paraprofessional needs to utilize an approved absence as defined in Article XIII, notice to the school/supervisor must be given at least 60 minutes prior to the start of the

contractual workday. Should notification not be given within 60 minutes of the beginning of the workday, the disciplinary process will be implemented per Article VI.

H. Unpaid Time Off

It is understood that regular attendance during assigned work hours is necessary in order to effectively service students and conduct school operations. However, should the need arise for an employee to take unpaid time off due to a unique circumstance that is not covered by the paraprofessionals available leave allotments granted through Article XIII, the following conditions shall apply:

Conditions:
1. A paraprofessional at Step 1 on the Wage Scale is not eligible for unpaid time off.

2. A paraprofessional must first use all applicable allocated leave as granted in Article XIII sections A-F before applying for unpaid time off.

3. Upon application to and approval from the Director of Human Resources, a paraprofessional may take up to 40 (forty) hours (prorated to the amount of hours a paraprofessional works per week) of unpaid time off in a school year for unique circumstances without discipline or loss of step privileges in the succeeding school year if all conditions of Wage Schedule 1.a.,b.,c., and d. are met. Unpaid time must be taken in increments of not less than 3 (three) hours per request.

4. Upon application to and approval from the Superintendent (or designee), a paraprofessional may request more than their prorated amount (see previous clause) of unpaid time off for unique circumstances during a school year. If granted, this clause may only be utilized once every 3 (three) school years in a paraprofessional's career. A paraprofessional that utilizes this clause will only be granted a step on the salary schedule in the succeeding school if they satisfy the conditions specified in Wage Schedule 1.a., b., and c.

5. No decision made in relation to denial of unpaid time off requests by an administrator or Superintendent/designee is subject to the Grievance process as defined in Article IV.

Article XIV

Military Leave

A. Any employee covered by the salary schedule who terminates employment in the District to perform active service in the armed forces of the United States is entitled to reemployment provided the employee serves only one (1) draft term, or until the state of emergency is ended, and provided also as follows:

1. The position vacated is other than temporary;

2. He/she is honorably discharged from the armed services;

3. He/she applies for reemployment within ninety (90) days after discharge;

4. He/she is still qualified to perform the duties of the position;

5. In the event of reemployment, the following provisions shall apply:

    a. accrual of seniority shall be granted

    b. increment(s) shall be added as if the employee had been in the District's employ during the time of such service in the armed forces.

B. Any employee who is a member of the National Guard or of a reserve unit of the armed forces, who is called to attend military camp programs and who must go in order to retain present status in such programs when they would otherwise be working, will be excused without pay.

C. Furthermore, all provisions of this policy shall be in accordance with state and federal laws governing military leaves of absence.

Article XV

Inclement Weather

A. Inclement Weather means the weather conditions are unstable. They could improve or worsen within a short period of time. The district may determine that a delay is necessary. Delays may be called as follows:

1. Delays – one or two hours

    a. A one or two hour delay of the start of school would allow time to insure the proper decision.

    b. District Communication Platforms would announce/state: "The Midland Public Schools will be delayed one hour (two hours) this morning." All employees should report to their regularly scheduled position, one (or two hours) later than scheduled. Employees will not be compensated for arriving earlier than the time required to perform their job responsibilities.

B. Conditions may be such that the district will close school. In that case, employees are not expected to come to work and will not be paid.

1. When this situation exists, District Communication Platforms will announce/state: "Midland Public Schools will be closed today."

2. When school is dismissed during the school day, employees will be paid for the time they were scheduled to work.

3. Should a paraprofessional choose to work on an inclement weather day, they must report to the Administration Building at 9:00 a.m. to be deployed district-wide for meaningful work.

4. Full-time/part-time employees under assignment to a position continuing through the regular school year may use all sick and personal days for snow days.

Article XVI
Vacancies, Posting of Vacancies

Any paraprofessional vacancy of fifteen (15) hours per week or more in a building will be posted on the Midland Public Schools' intranet until the position is filled with a probationary employee during the summer and first semester of the school year. To expedite the new school year recruitment process, the District may use a "pooling" general job posting from June 1st through September 30th to fill vacancies. If any paraprofessional vacancy of fifteen (15) hours per week or more in a building occurs during second semester, the position will be posted on the Midland Public Schools' intranet for a period of five (5) working days. A hard copy of the posting will also be provided to the union president via the school email delivery system. Applications for the posting will be accepted, electronically, in the Human Resources Office. Any applications received for the posting after the closing date will not be considered. The District will attempt to fill all posted vacancies. Posted vacancies will be filled based on ability and qualifications. Ability and qualifications being equal, seniority will be used as a tiebreaker. Internal applicants will be given preference over external applicants if ability and qualifications are equal.

All new paraprofessional hires must meet Highly Qualified status by providing transcripts showing that they have 60 college credits or an associate's degree or, absent that, by taking and passing all parts of the ETS paraprofessional assessment. If the latter is required for employment, the applicant for a paraprofessional position must pay for taking the test and will be reimbursed for the cost of the testing upon a passing score (may only be reimbursed one time). The district will reimburse in this case up to $55.00 after three (3) semesters of work. In the event that there are no applicants that can meet the Highly Qualified status, a waiver of this requirement can be granted by the Director of Human Resources to meet the needs of the building or program.

The district will reimburse the paraprofessional for the costs incurred for fingerprinting up to $60.00 after one (1) semester of work.

Critical shortage vacant positions, as defined by the district:

The District would identify position(s) and/or building(s) that qualify as critical shortage positions. Paraprofessionals would need to remain in the position for one (1) school year. Critical shortage positions could change year to year. Paraprofessionals filling a critical

shortage position would receive an 'one-time' stipend of $350 to be paid at the end of the school year. A position is considered to be critical shortage if the position remains vacant for 4 months (80 days).

Article XVII

Separability Clause

If any term or provision of this Agreement is at any time during the life of this Agreement adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

Article XVIII

Entire Agreement

A. During the negotiations resulting in this Agreement, the District and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the Public Employment Relations Act (PERA) imposes an obligation to bargain.

B. Except as specifically set forth elsewhere in this Agreement, the District expressly waives its right to require the Union to bargain collectively over all matters as to which the Public Employment Relations Act (PERA) imposes an obligation to bargain whether or not:

1. Such matters are specifically referred to in this Agreement;

2. Such matters were discussed between the District and the Union during the negotiations which resulted in this Agreement; or

3. Such matters where within the contemplation or knowledge of the District or the Union at the time this Agreement was negotiated and executed.

C. As used in this section, the waiver of the right to "bargain collectively" includes the waiver of the right to require the other party to negotiate and the right to obtain information from the other party.

D. This Agreement contains the entire understanding, undertaking and agreement of the District and the Union, after exercise of the right and opportunity referred to in the first sentence of this section, and finally determines all matters of collective bargaining for its term.

E. Changes in this Agreement, whether by addition, waiver, deletion, amendment or modification, must be reduced to writing and executed by both the District and the Union.

Article XIX

Duration

This agreement shall continue in full force and effect from July 1, 2026 through June 30, 2029. The District and the Union agreed to engage in a 'wage only re-opener' during Spring of 2028 to negotiate 2028-2029 wage terms. It is agreed that if change is made by the State of Michigan in its methods of financing public schools, which result in a major financial impact on the district, this agreement may be subject to renegotiation at the District's or the Union's request.

Article XX

Contract Review/Maintenance/Negotiations

1. Representatives of the district and the union shall meet formally bi-monthly from September through May for the purpose of reviewing the implementation of this agreement and for resolving problems that may arise. The meetings shall be called the first Wednesday during the months of September, November, January, March and May beginning at 4:00 p.m. Additional meetings may be scheduled upon mutual agreement or meetings may be cancelled upon mutual agreement.

2. Three to five representatives shall be selected by the union and three to five administrator representatives will be selected by the superintendent. The union and administrator representatives shall separately designate a union chairperson and an administrator chairperson who shall serve concurrently as co-chairpersons. Each chairperson shall submit to the other chairperson, items for discussion at least one week in advance of the scheduled meeting.

3. The meetings of the Review Committee are not intended to bypass the grievance procedure outlined in Article IV of this agreement.

4. Agreements arrived at by the Review Committee shall be reduced to writing in the form of memoranda of understanding and submitted to the union board and the Board of Education for approval. Upon approval by the union board and the Board of Education the memoranda shall become a part of the agreement for the duration of the agreement. Other agreements arrived at by the Review Committee but not included in the agreement shall be reduced to writing in the form of letters of understanding endorsed by the Union President and the Director of Human Resources.

5. Paraprofessional Contract Negotiations:
    A. Not later than March 1st of the calendar year in which this Agreement expires, the Union and the District will begin negotiations for a successor Agreement. Any Agreement so negotiated will apply to all paraprofessionals, and will be reduced to writing and signed by the District and the Union.

B. In response to reasonable requests, and as of the time such information is available to the District, the District will provide the Union 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 Union for inspection all records of the Midland school district necessary for negotiations purposes at the written request of the Union. 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 Union 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 Union as such, each reserves the right to act hereunder by committee or designated representative.

Article XXI

Payroll of Dues Deductions

A. Consistent with the requirements of Michigan's Public Employment Relations Act (PERA), each paraprofessional has the choice of whether to become a union member and pay dues.

1. Payroll Deduction of Union Dues.

a. The Union shall provide the District a list of persons who are members of the Union and wish to have dues deducted. Upon receipt of that list, the District will deduct dues amounts as specified by the Union from Union members' wages.

b. Monies so deducted will be transmitted electronically to the Union's bank account no later than fifteen (15) business days following each deduction.

c. A data file documenting each deduction will be transmitted to the Union in Excel or another mutually agreeable electronic format no later than fifteen (15) business days following each deduction.

2. Indemnification. The union agrees to defend, indemnify and save the District harmless against reasonable attorney fees and court costs, and any and all claims, suits, or other forms of liability because of compliance with this Article, provided that in the event of any such claim, suit, or action, the District shall give timely notice of such action to the Union. The District agrees to give full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both the trial and appellate levels.

MIDLAND PUBLIC SCHOOLS
PARAPROFESSIONAL HOURLY WAGE SCHEDULE

2026-2027 Wage Schedule

MFP Salary Scale 26-27	
Step	**Wage**
1	$16.00
2	$17.15
3	$17.35
4	$17.70
5	$17.90
6	$18.25
7	$18.45
8	$18.80
9	$19.00
10	$19.35
11	$19.55
12	$19.90
13	$20.10
14	$20.45
15	$20.65
16+	$21.05

2027-2028 Wage Schedule

MFP Salary Scale 27-28	
Step	**Wage**
1	$16.45
2	$17.60
3	$17.80
4	$18.15
5	$18.35
6	$18.70
7	$18.90
8	$19.25
9	$19.45
10	$19.80
11	$20.00
12	$20.35
13	$20.55
14	$20.90
15	$21.10
16+	$21.50

2028-29: Wage Opener (Negotiate Early Spring 2028)

Step increases occur when:

a. Paraprofessionals receive an "temporarily acceptable" or "satisfactory" rating on their performance evaluation.

b. Paraprofessionals must attend at least 85% of these 6 Professional Development Hours, rounded to the nearest hour. (pro-rate new hires).

c. Only those paraprofessionals employed a minimum of 140 days on a planned work schedule during the current year are eligible for a step increase in subsequent years. A minimum of 140 days in a regular school year must have been worked to qualify for a year's work experience credit and/or to qualify for a salary increment. Paid absences are considered days worked.

Longevity Allowance: Eligible employees who have a minimum of fifteen (15) years of service with MPS shall receive a longevity allowance. The longevity allowance will be a lump sum payment made not later than the last check of the school year and will be paid to eligible employees who are on payroll at the time of the payment of the last check of the school year. The allowance shall be $375.

MICHIGAN FEDERATION OF PARAPROFESSIONALS
AND
BOARD OF EDUCATION
OF THE
MIDLAND PUBLIC SCHOOLS

Amy Katz (Aug 4, 2026 12:17:01 EDT)

Ms. Amy Katz, President
Midland Federation of Paraprofessionals

Date: Aug 4, 2026

Phillip Rausch (Aug 4, 2026 15:34:48 EDT)

Mr. Phil Rausch, President
Midland Public Schools
Board of Education

Date: Aug 4, 2026

MFP Master Agreement 07-01-2026 - 06-30-2029

Final Audit Report 2026-08-04

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