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 12, 2025 through August 15, 2028

Board Approved: April 21, 2025

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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.

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.

D. A work group will be formed to study adding certified Great Start Readiness Program teachers to this recognition clause. Great Start Readiness Program teacher candidates enrolled in an accelerated certification program will be considered by the work group in the recognition clause. Any integration of an accelerated certification candidates will only apply to those employed by the District at the start of this agreement. The work group will report to the Contract Review Committee by May 1st, 2026. Any work group recommendation will be non-binding.

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 a mutually agreed upon time. 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.

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.

D. Contracts exist for the security of both the school and the employee. They are to be viewed as binding agreements that allow both the employee and the school to plan adequately for the year ahead. In the event that a staff member breaks their contract between the beginning of the contractual work year and the conclusion of the contractual work year, as reasonable reimbursement to the school, the staff member will be charged a fee of $3,000 (before the conclusion of the first semester) or $1,500 (if during the second semester). A method of payment will be arranged collaboratively with the employee. These liquidated damages are not a penalty but are to compensate the District for additional costs it will incur in finding a replacement for the educator. Payment is due within 60 calendar days of the final work day with MPS. Once the employee has paid the fee, no legal action for breach of contract will be pursued.

This policy is not applicable to teachers that are on Long Term Disability, are granted a medically related retirement, are granted a Board approved leave, or has a spouse whose employer has force transferred them greater than 75 miles from District boundaries during the first semester of the school year (burden of proof on employee).

For the 2025-26 school year, this policy will not be applicable to a teacher that notifies the District by the August 12th, 2025 that they are going to retire before the conclusion of the school year.

An employee may appeal the application of the policy to the Superintendent. The decision of the Superintendent is final and not subject to the grievance process.

Article VII
RIGHTS OF THE DISTRICT

A. Except as expressly provided otherwise by the terms of this agreement and the law, the Board, on its own behalf and on behalf of the electors of the District, retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by any federal, state, county, district, or local laws or regulations, including Michigan's Revised School Code, and the Constitution of the State of Michigan and of the United States, including the right:

1. To the executive management and administrative control of the school system and its properties, and the job duties and responsibilities of employees.
2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their discipline, dismissal or demotion; and to promote and transfer all such employees, to evaluate employees and to provide their health and safety;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature and use of technology to deliver instruction;
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, non-teaching activities during the school day, extra-duty assignments, and the terms and conditions of employment;
6. To deduct from teacher salaries any erroneous or mistaken overpayments to the extent permitted by law. A reasonable payment schedule shall be reached with the teacher.
7. To enter into an intergovernmental agreement to collaborate, consolidate or jointly perform functions or services, and the impact of that decision on District employees.

B. The exercise of the foregoing powers, right, authority, duties and responsibilities and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

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 for one, 1/2 day elementary grade level collaborative each semester for each grade in each elementary building. Staff input will be solicited on desired dates. Grade level collaborative time shall be aligned with MICIP goal areas. Meeting agendas shall be submitted in advance to the Principal. The need to continue this clause will be discussed at Contract Review if late start/early release times are integrated into a school year calendar.

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 years covered by the agreement, the District will allocate $12,000 per elementary building annually to fund paid after-school collaborative time requests. By March 1st of each school year, buildings will be surveyed to determine anticipated usage of remaining funds; and for requests for additional funds. Any remaining funds will be distributed equitably amongst requestors.

F. Ancillary Teachers may attend the countywide professional development session in February with a cap of 25% annually using an equitable rotation.

Article IX
UNPAID 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

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.

C. Personal Leaves

1. Childbirth and Childcare. A 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 (twenty-six (26) weeks for military caregiving) 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.

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.

(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 <u>combined</u> 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 <u>each</u> 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 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 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) <u>F.M.L.A. Leave More Than Five (5) Weeks Prior To The End of The Semester</u>

   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 salary schedule at BA, up to Step 16. 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 nine (9) 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.

Note: Should a successor agreement not include a 'Buy-Back' Program (Appendix M), the allotted absence allocation will return to ten (10) days for those that have accumulated sixty (60) 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. Use of Earned Sick Time

The District and Association agree that the modifications to Article X, Section F., G., and H. adopted in the 2025-26 agreement resulted from changes to Michigan law commonly known as ESTA (Earned Sick Time Act). Should ESTA be modified, the District and Association agree to discuss the changes through the Contract Review and/or bargaining process.

Employees may utilize their earned sick time for a variety of reasons, including:

1. Their own mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or for preventative medical care for the employee.

2. For the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition; or for preventative medical care for a family member of the employee.

3. Situations where the employee or a family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or result from the domestic violence or sexual assault.

4. For a meeting 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.

5. For closure of an employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has

been closed by order of an official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

G. Definition of a family member:

1. A biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner or a child to whom the employee stands in loco parentis.

2. A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.

3. A person to whom the employee is legally married under the laws of any state or a domestic partner.

4. A grandparent.

5. A grandchild.

6. A biological, foster or adopted sibling.

7. Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

H. 1. 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.

a. 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 three (3) consecutive days of use of earned sick time 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.

b. After the appropriate number of use of consecutive earned sick time as defined in paragraph H.1.a. of this Article, the employee may be asked to provide documentation that the days have been used for an appropriate purpose within fifteen (15) days after the District's request. If the District requires documentation for earned sick time, the District must pay for all out-of-pocket expenses the employee incurs in obtaining the documentation.

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 at least seven (7) days before the date the earned sick time is to begin. If the absence is not foreseeable, the

employee is to give the District notice of the intention as soon as practicable unless extenuating circumstances exist. The District may request a certification by the teacher's physician of the personal illness. If the personal illness is pregnancy, this notification is preferred to be received no later than the end of the fourth month of the teacher's pregnancy and must include the expected date of childbirth to assist the District in planning for substitutes.

d. Teachers may elect a childbirth and childcare leave as described in Article IX, section C. 1.

e. (1) Absence for preplanned use of earned sick time (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. The teacher (when possible) will be responsible for creating 5 instructional days of lesson plans.

(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.H.1.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.

f. (1) In the event of absence of a teacher for personal illness for fifteen (15) consecutive calendar days or, in the event of childbirth, fifteen (15) 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.H.1.b. after fifteen (15) days, 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 fifteen (15) days specified in Article X.H.1.f.3.c, shall be terminated.

(4) (a) The District may require a teacher who is absent for personal illness in excess of fifteen (15) consecutive calendar days or, in the event of childbirth, fifteen (15) 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 fifteen (15) days specified in Article X.H.1.f.4.b, shall be terminated.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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 Director of Human Resources.

a. The sick bank is set at six hundred twenty-five (625) days annually. The sick bank automatically resets to six hundred twenty-five (625) days at the first contractual work day of each school year.

b. If the sick bank were to drop below one hundred (100) days during a school year, the District and Association will meet in Contract Review to discuss a method of replenishment.

c. All members of the bargaining unit are included for participation in the sick bank program.

d. A teacher must exhaust all sick and personal leave before entering the bank. Personal leave deduction is not applicable to maternity leaves.

e. A teacher is capped at sixty (60) sick bank days annually and one hundred eighty (180) total days over their career. An extension of the sixty-day annual cap will be granted if a Long-Term Disability claim is actively in process and has not been denied. The extension will not apply during an appellate period.

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 for the first utilization of the bank in a teacher's career. Any additional utilization will have an eight-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.

I. 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 within the digital platform provided by the District. 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 request to the principal or immediate supervisor will be sufficient and the entrance shall be submitted within the digital platform upon return from the absence. (Personal Day Request: Guidance and Form Link)

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. The first twenty (20) district teaching staff that request a personal day a minimum of forty-five (45) calendar days prior to the date of request shall be approved. Requests will be approved in the order they are received. Any request submitted beyond the twenty (20) staff threshold -or- after the forty-five (45) calendar date timeframe will be subject to Article X., section I, item #4. Personal day requests submissions will be accepted beginning on July 1st annually for the upcoming school year.

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 I., 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 I., 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.

J. 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 J.1.a or section J.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, section J.1.a or section J.1.b., 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 J, 2. a. and 2. b., will be treated as a personal day absence and will be granted with pay to a maximum of three (3) days in accordance with the provisions of section I. Absences beyond three (3) days will come under the provisions of Article X, section K. 1., or section N. 3.

3. Procedure for Charging Days of Absence for Personal Emergencies

a. Absences for personal emergencies as specified in Article X, section J., 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 J., 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 J. 2. c. will be treated as absences for personal business, in accordance with the provisions of Article X, section I. 7.

4. Additional days, without pay, may be taken for the purposes described in Article X, section J., 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 N. 3.

K. 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., I. , and J, 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 K., 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.

L. 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.

M. 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.

N. 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 J. 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 1/18**6** of the teacher's basic contractual salary per day's absence. Deductions for less than a full day shall be 1/7 of 1/18**6** of the teacher's basic contractual salary per each hour of absence.

4. In reference to Article X, Section I., Paragraph 8, the unpaid fifth consecutive day must be approved by their supervisor ten (10) business/working days prior to the absence.

O. 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

As a result of legislative changes to MCL380.1248 and MCL 380.1249 passed in December of 2023, the District and the Association have collaborated on, and mutually agreed to the framework, process, procedures, timelines, and formulas (student growth and summative rating) for the teacher evaluation process commencing with the onset of the 2024-2025 school year. The terms are defined in the Midland Public Schools Teacher Evaluation Handbook and will be linked on the District website. The Midland Public Schools Teacher Evaluation Handbook will be made available to each teacher digitally (or in print form upon request) before the first student day of each school year.

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 using a mutually agreed upon evaluation tool. Evaluations shall be conducted by the teacher's immediate supervisor, an administrator working in the same building, the superintendent or an administrative designee from the staff of the District.

D. Mutually agreed upon timelines are defined in the Midland Public Schools Teacher Evaluation Handbook (Section: 5D+ Inquiry Process and Annual Evaluation Timeline).

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 mutually agreed upon monitoring and observation procedures are defined in the Midland Public Schools Teacher Evaluation Handbook (Section: 5D+ Inquiry Process and Annual Evaluation Timeline). Teachers

will be given a copy of any summative 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 four years for newly hired, non-Michigan tenured teachers and two years for newly hired, Michigan-tenured teachers. During probationary years, teachers will be observed according to mutually agreed upon procedures defined in the Midland Public Schools Teacher Evaluation Handbook (Section: 5D+ Inquiry Process and Annual Evaluation Timeline).

H. The mutually agreed upon frequency of observations and procedural protocols are defined in the Midland Public Schools Teacher Evaluation Handbook (Section: Annual Evaluation and 5D+ Inquiry Process and Annual Evaluation Timeline).

I. The teacher's overall performance will be characterized by one of three ratings: effective, developing, or needs support. 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 called to the teacher's attention no later than the mid-year review for occurrences in Semester #1 or prior to the completion of the summative evaluation in Semester #2.

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. Teachers that are rated as ‘Developing’ or ‘Needs Support’ will be provided the mutually agreed upon supports as defined in the Midland Public Schools Teacher Evaluation Handbook (Section: 5D+ Inquiry Process and Annual Evaluation Timeline and Factors and Process for Determining Teacher Effective - Summative Scoring).

The District reserves its right, notwithstanding this Article, to dismiss a teacher for just cause as provided under the Michigan Teacher Tenure Act.

M. Mutually agreed upon appeal procedures are defined in the Midland Public Schools Teacher Evaluation Handbook (Section: Appeal Process). Nothing contained in Article XI, section M., (or the Appeal Process in the Handbook) will deprive the District of any rights which it has under the Michigan Teacher Tenure Act or under other Articles of this Agreement.

The District and the Association agree that the Midland Public Schools Teacher Evaluation Handbook will not be amended unless through either Contract Review or the collective bargaining process.

Article XII
TEACHER TENURE PROGRAM

The Teachers’ Tenure Act is defined in Michigan Common Law and is recognized by both parties as a legal and binding method of operation.

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.

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 no later than the last day of the school year.

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.

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, plus one additional step. 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,-plus one additional step. 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, and then an additional step will be applied. Credit for work related experience for vocationally certified teachers may be granted, at the discretion of the District.

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. The Midland Public Schools has the responsibility to provide the educational program for the Midland County Juvenile Justice 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 will follow M.A.R.S.E. guidelines for teacher/student ratios.

The JJC teaching staff 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.

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. If an administrative vacancy (as specified in Article XVI.A) occurs outside of the student school year there is a minimum posting length of five (5) days. The posting is applicable to the position available after any administrative transfers. No posting is necessary during the student school year or if an Administrative Mentee is appointed to the position.

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
PLACEMENT, LAYOFF, & RECALL

A. Decisions about placement and reduction/recall of a teacher shall comply with Revised School Code Section 1248.

B. The Superintendent or designee decides placement decisions when a vacancy exists and when a posting is made. A “vacancy” shall be defined as an unassigned, open position or a newly created position that the district intends to fill. A teaching vacancy shall be posted at least five (5) calendar days prior to being filled. The District shall provide notice to the Association when an open or newly created position has been posted. When a vacancy occurs within the last thirteen (13) calendar days prior to the orientation day of a new school year, the time limits stated in this section will not apply. Within a reasonable time after a vacancy has been filled, applicants will be informed that the position has been filled.

C. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for existing staff or that a reduction in teaching staff is necessary due to a program, curricular, or other operational consideration(s), the Superintendent will recommend to the Board the teaching positions to be reduced. Prior to issuance of layoff notices, the MCEA will be given an opportunity to make specific recommendations regarding the particular implementation of layoff and recall procedures planned by the district.

D. The Superintendent or designee has discretion to place, transfer, or layoff or recall a Bargaining Unit member into a position for which they are certified and qualified for a reason that is not arbitrary or capricious, including but not limited to the following clear and transparent factors:

Note #1: Factors are not listed in order of priority.

Note #2: When used in Article XVII.D, the word 'documented' means memorialized in writing through the discipline or evaluation process as articulated in Articles XI and XIII.

- Compliance with State and Federal laws, regulatory standards, and state grant and categorical funding requirements;
- Effectiveness based on previous evaluations;
- Professional development, special training, additional training, additional certification(s), and experiences that lend themselves to the classroom;
- Length of service in the grade level or department;
- Recency of relevant and comparable teaching assignments;
- Qualifications determined by the district, including but not limited to credentials necessary for school or program accreditation;
- Disciplinary record;
- Documented issues with punctuality and habitual use of unexcused days not protected by FMLA, ADA, or other state or federal law.
- Regular and consistent positive or documented negative rapport with colleagues, parents, and students.

a. 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

b. The District and the Association recognize that transfers of teachers from one school to another may be disruptive of the educational process. They also recognize that some transfers are desired by staff members and others may be necessary for administrative purposes.

   i. Voluntary Transfers: Teachers voluntarily wishing to transfer to another position will submit a request to the District stating their preferred assignment. Such requests must be submitted via. a District provided form prior to March 1st for the succeeding school year. Voluntary transfers will be granted in accordance with the terms of Article XVII, Section D.

   ii. Involuntary Transfers: Involuntary transfers will be determined in accordance with the terms of Article XVII, Section D.

E. Seniority may be used as a tie-breaker if a Teacher placement or layoff decision involves 2 or more teachers and all other distinguishing factors are equal.

F. Before official action on a reduction of teachers is taken by the Board of Education, notice will be given to the Association through Contract Review.

   a. If a Teacher has an assignment reduced to a level ineligible to receive benefits, the Teacher has the option to choose a full layoff.

G. Whenever there is a change in grade configuration, school closure, school consolidation, or opening of a new school, the method of staffing will be discussed in Contract Review. The discussion will not supersede District rights stated within this Article.

H. If a Teacher petitions for nullification of a teaching certificate or endorsement, the Teacher must promptly provide written notice of that petition to the Superintendent's office.

I. Recall Process

a. A Teacher is eligible for recall under this Article for 24 months from the date the District implemented the reduction in force.
b. The Superintendent will first identify the grade level(s), academic level(s), or department(s) with a teaching vacancy.
c. Before or in lieu of initiating the recall of a laid-off Teacher, the Superintendent may reassign a certified and qualified teacher to fill vacancies in accordance with Section D. of this Article.
d. After or in lieu of any reassignment of existing teaching staff, the Superintendent may fill a vacancy by:
    i. Recall the laid-off Teacher who is certified and qualified for the vacancy if that Teacher's most recent year end evaluation was at least effective. If more than one (1) laid-off Teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee shall fill the vacancy in accordance with this Article.
    ii. If a Teacher is deemed to be certified and qualified, they will be recalled before the District posts the vacancy and hires a new Teacher. The Superintendent or designee shall post the vacancy in accordance with the provisions of this Article.
e. To be eligible for recall, Teachers must be fully certified and qualified in all aspects of their assignments.
f. Teachers must provide the District with current contact information (address, phone, and email address) and documentation supporting the Teacher's certification and qualifications. Failure to maintain current contact information may negatively affect the Teacher's recall.
g. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled Teachers and shall establish the time within which a Teacher must accept recall to preserve the Teachers employment rights.
h. A laid-off Teacher who is recalled and does not accept recall by the time specified in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

J. Probationary Teachers cannot challenge any aspect of this article. Tenured teachers may grieve violations of this Article up through Step Four.

Article XVIII
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.

4. Non-classroom teachers will only be required to substitute during emergency situations. The teacher may not be required to sub more fifty-four (54) hours per school year. When possible, the teacher will be assigned at the current level and an equitable rotation will be used. When substituting, the teacher will be paid at the B.A. minimum hourly rate as currently specified in Article XVIII section B. 1.

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 XIX
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.

Beginning in the 23-24 school year, no less than four (4) hours 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.

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.

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. The goal of the District is to not assign a teacher in 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. The goal of the District is to not assign a teacher to 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.

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 rate of $50 per hour, 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. The rate will remain at $50/hour until such time that the Appendix D.A. rates reach $50/hour. At that time the rate will follow the Appendix D.A. rates.

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. 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.

N. 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.

1. A traveling teacher will not be expected to travel during their duty-free lunch unless it is at least 50 minutes in length. The District goal is to provide a minimum of 60 minutes.

2. A traveling teacher will be provided a minimum of 18 minutes to travel between non-adjacent buildings. The District goal is to provide a minimum of 20 minutes.

If inclement weather causes a travel delay, classroom coverage will be provided for additional time.

Article XX
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

	Maximum Class Size
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 $350 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. Elementary auxiliary teachers with an overload class will receive 1/7 of the elementary overload rate per student over the class size maximum. 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

	Maximum Class Size
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 $70 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. Teachers in a co-taught class will each receive 50% of the quarterly overload stipend for each student over the class size maximum. 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 XXI
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 XXII
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 XXIII
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 XXIV
SALARIES

A. The school year salaries of all persons covered by this Agreement are set forth in Appendix A.

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
1992-93	.5	4)	of experience
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	3
1992-93	.5	4	) when going to full-time	4
1993-94	full	4		5
1994-95	full	5		6
1995-96	.5			7

Article XXV
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. 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.

Note: The District and Association agree to engage in a multi-labor group insurance committee to examine rates and coverage options due to an anticipated breech of statutory Hard Cap limits. Any outcome from the district insurance committee will be brought to the negotiating table for approval. The District and Association agree that the outcome of the insurance committee will be brought forth to Contract Review no later than October 1st, 2025.

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 health insurance coverage if they show evidence of having other insurance meeting ACA requirements at any time 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). The District will utilize MESSA Long-Term Disability coverage for the length of this agreement.

Medical, Life, Dental, and Vision Insurance 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.

In the unfortunate event of the death of a currently employed teacher, the health insurance coverage will be extended for an additional month with the district paying the COBRA rate.

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. The District will enable the MESSA portal for employees to add additional coverage options. The additional options will be at Teacher expense. The portal will be enabled for the length of this agreement.

H. 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 XXVI
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 XXVII
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 XXVIII
SUMMER SCHOOL

A. 1. Teaching positions in the Midland summer school will be filled first by qualified teachers in the bargaining unit 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. Summer school positions are posted annually no later than May 1st. 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 XXIX
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.

2. This language (Article XXIX, section B. 2.) is not applicable to the 2025-26 – 2027-28 calendars: 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.

3. There will be 30 hours of Professional Development. The assignment of these hours will be negotiated as terms of the collective bargaining agreement.

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 30 hours of total Professional Development required.

4. This language (Article XXIX, section B. 4.) is not applicable to the 2025-26 – 2027-28 calendars: There will be up to 15 hours of optional record time included in the calendar negotiated for the collective bargaining agreement.

5. The report card windows will be as follows:
- Report card window at the end of Quarter #1 and Quarter #3 will be after a minimum of 2 weekends.
- Report card window at the end of Semester #1 will be after 7 calendar days following winter break. If the end of the semester does not correspond with winter break, then there will be 7 calendar days between the end of the semester and the end of the report card window.
- Report card window at the end of Semester #2 will be after a minimum of 2 weekdays following the conclusion of the school year
- Report card windows close at 4:00 p.m.

6. 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.

7. 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.

   A work group will make a non-binding recommendation on implementing late arrival and/or early release days into the 26-27 calendar. The work group will report to Contract Review by the end of Semester #1 (25-26 school year). Any implementation will not count against established professional development hours for the duration of this agreement.

8. 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.

9. 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.

10. 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 XXX
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. The District will not collect dues on behalf of the Association for the first two school years of this agreement (2025-26 & 2026-27). Should the Association wish to implement dues collection through the District in the 2027-28 school year, procedural discussions will commence in Contract Review during the 2026-27 school year.

Article XXXI
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 (by digital means). 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 XXXII
DURATION OF AGREEMENT

This agreement shall remain in full force and effect August 12, 2025 and through August 15, 2028.

The District and Association will engage in a wage-only opening during the Fall/Early Winter of 2026 to negotiate 27-28 wage terms. There will be a minimum raise of 1% on-schedule included in the wage terms.

Appendix A
SALARY SCHEDULE FOR TEACHERS

A. At the onset of this agreement, all Teachers will be placed on the salary schedule included in this appendix.

2026-2027 Salary Schedule

CATEGORIES	I	I	I	II	II	II	III	III	III
Step	B.A. on	B.A. off	B.A. total	M.A. on	M.A. off	M.A. total	M.A. + 30 Semester Hours on	M.A. + 30 Semester Hours off	M.A. + 30 Semester Hours total
1	$48,498	$951	$49,449	$51,213	$1,004	$52,217	$55,648	$1,091	$56,739
2	$50,629	$993	$51,621	$53,624	$1,051	$54,676	$58,269	$1,143	$59,411
3	$52,760	$1,035	$53,794	$56,036	$1,099	$57,134	$60,889	$1,194	$62,083
4	$54,891	$1,076	$55,968	$58,447	$1,146	$59,593	$63,509	$1,245	$64,755
5	$57,022	$1,118	$58,140	$60,858	$1,193	$62,052	$66,130	$1,297	$67,426
6	$59,154	$1,160	$60,314	$63,269	$1,241	$64,509	$68,749	$1,348	$70,097
7	$61,285	$1,202	$62,486	$65,681	$1,288	$66,969	$71,369	$1,399	$72,769
8	$63,415	$1,243	$64,659	$68,092	$1,335	$69,427	$73,990	$1,451	$75,441
9	$65,547	$1,285	$66,832	$70,502	$1,382	$71,885	$76,610	$1,502	$78,112
10	$69,809	$1,369	$71,178	$75,325	$1,477	$76,802	$81,850	$1,605	$83,455
11	$71,941	$1,411	$73,351	$77,736	$1,524	$79,260	$84,470	$1,656	$86,127
12	$74,071	$1,452	$75,524	$80,148	$1,572	$81,719	$87,091	$1,708	$88,798
13	$76,202	$1,494	$77.696	$82,559	$1,619	$84,178	$89,711	$1,759	$91,470
14	$80,465	$1,578	$82,042	$87,381	$1,713	$89,095	$94,951	$1,862	$96,813
15	$82,724	$1,622	$84,346	$89,780	$1,760	$91,541	$97,455	$1,911	$99,366
16	$84,982	$1,666	$86,649	$92,202	$1,808	$94,010	$100,186	$1,964	$102,151
17	$87,243	$1,711	$88,953	$94,578	$1,854	$96,433	$102,462	$2,009	$104,471
18	$89,501	$1,755	$91,256	$96,978	$1,902	$98,879	$104,965	$2,058	$107,023

Note: Any Teacher that was in the previous Tier #1, Category VI (MA + 45) will be 'held harmless' and their salary will continue to advance per agreed upon salary percentage increases (compounding from the 24-25 Tier #1 salary schedule). Any Teacher that was previously on Tier #1 can move into Category VI (MA + 45).

Step	M.A. + 45 Semester Hours on	M.A. + 45 Semester Hours off	M.A. + 45 Semester Hours total
11	$93,282	$1,829	$95,111
12	$97,255	$1,907	$99,162
13	$101,229	$1,985	$103,214
14+	$105,202	$2,063	$107,265

Salary Provisions for 2026-27 and 2027-28:
2026-27: 2% on schedule, 2% off schedule (20th Pay: Cash or 403B option). Grant Steps and Lanes
2027-28: Wage Opener (Negotiate Fall/Early Winter 2026) 1% Minimum on-schedule

B. Salary Schedule Advancement

1. Teachers will advance from one Step to the other each year as described in Article XXIV.E.

2. 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.

C. 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 Category III.

D. Beginning with the 2025-2026 contract year, a teacher starting their 28th year of service in a K-12 Michigan Public School will receive a $2,250 payment annually. Documentation indicating twenty-seven (27) completed years of service in a K-12 Michigan Public School must be provided (Link to provide documentation). Purchased ORS service years do not count toward the twenty-seven (27) completed years for stipend eligibility.

E. 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.

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 an institutionally accredited college or university leading to a master's degree or a degree beyond the master's degree. Courses graded as pass/fail (not including internship experiences or similar courses) will not be eligible for salary advancement.

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 Category 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 Category II or Category III.

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. Teachers in an approved Master’s or other advanced degree program may earn up to a maximum of 18 credits per school year. Any additional credits earned beyond the 18 credits in the approved program will not be applied to the following school year.

Teachers earning credits beyond a Master’s or other advanced degree program may earn up to a maximum of 18 credits per school year. All coursework must be preapproved by Human Resources. No additional credits beyond the 18 credits in a school year will be counted toward salary advancement.

If a district promoted and approved training results in a teacher earning more than 18 credits in a school year, all earned credits will count toward salary advancement in the school year the credits were earned.

Courses or programs completed through a State of Michigan public university are not subject to these restrictions (may earn at any pace). The district will reimburse tuition costs from any course taken at a Michigan public university at a rate of $75 per credit hour if the grade earned is a 'B' or higher.

Any employee that was enrolled in an approved course/program before February 1, 2025 will be allowed to finish the program under previous policy/practices. Course/program requests after February 1, 2025 are subject to the new conditions. Tuition reimbursement will begin for courses/programs approved as of the contract implementation date.

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 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.

11. Beginning with the 2023-24 school year: MPS 'Buddy' Program: In the event that a teacher is not subject to Section 1526 of School Code; i.e. new to the Midland Public Schools, but not new to the profession - or- not on a teacher tenure track (such as ancillary staff (OT, PT, SLP, School Psychologist, Social Workers, etc.)) the district will assign a 'Buddy' for one year to help navigate/orientate the new hire to the District. Sections #2, #4, #5, and #6 of Appendix C, Section C are applicable to the 'Buddy' program (Substitute the term 'Mentor' with 'Buddy'). A minimum of 8 hours of interactions throughout the school year are expected. The 'Buddy' will be paid a $250 stipend.

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 % increase of average	184.8	190.3 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						
	I		II		III & IV	
Fiscal Year	Without Students	With Students	Without Students	With Students	Without Students	With Students
2027	$28.35	$32.36	$32.36	$36.46	$36.46	$40.48

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

Note: The District will pay each teacher at a rate of $50.00 per hour for work associated with Summer School programming. The rate becomes active after the last day of the regular school year and ends on the first day of professional development for the following school year.

The rate will be active until the District notifies the Association of a change or until the contractual rates defined in Appendix D surpass $50.00 per hour. If the district changes the compensation rate, the Association will be notified by May 1st annually.

Classification Definition

Classification placement is determined based upon Categories utilized in the Teacher Salary Schedule included in Appendix A. Teachers are placed in the classification that aligns with the Category of their last regular pay prior to the onset of the assignment.

B. 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.

C. 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

2026-2027 Extra Duty Compensation Schedule

Note: These rates include the 2% off salary stipend, and future increases will be based on 2% less than shown.

Category	I	II	III	IV	V	VI
STEP 1	$5,458	$4,583	$4,333	$3,417	$3,333	$3,250
STEP 2	$5,820	$4,887	$4,621	$3,643	$3,554	$3,466
STEP 3	$6,183	$5,192	$4,908	$3,870	$3,776	$3,681
STEP 4	$6,545	$5,496	$5,196	$4,097	$3,997	$3,897
STEP 5	$6,907	$5,800	$5,484	$4,324	$4,218	$4,113
STEP 6	$7,270	$6,104	$5,771	$4,551	$4,440	$4,329
STEP 7	$7,632	$6,409	$6,059	$4,777	$4,661	$4,544
Category	VII	VIII	IX	X	XI	XII
STEP 1	$3,042	$2,875	$2,750	$2,625	$2,417	$2,292
STEP 2	$3,243	$3,066	$2,932	$2,799	$2,577	$2,444
STEP 3	$3,445	$3,257	$3,115	$2,973	$2,737	$2,596
STEP 4	$3,647	$3,447	$3,297	$3,148	$2,898	$2,748
STEP 5	$3,849	$3,638	$3,480	$3,322	$3,058	$2,900
STEP 6	$4,051	$3,829	$3,663	$3,496	$3,219	$3,052
STEP 7	$4,253	$4,020	$3,845	$3,670	$3,379	$3,204
Category	XIII	XIV	XV	XVI	XVII	XVIII
STEP 1	$2,083	$2,000	$1,917	$1,833	$1,708	$1,583
STEP 2	$2,222	$2,133	$2,044	$1,955	$1,822	$1,688
STEP 3	$2,360	$2,265	$2,171	$2,077	$1,935	$1,793
STEP 4	$2,498	$2,398	$2,298	$2,198	$2,048	$1,899
STEP 5	$2,636	$2,531	$2,425	$2,320	$2,162	$2,004
STEP 6	$2,775	$2,664	$2,553	$2,442	$2,275	$2,109
STEP 7	$2,913	$2,796	$2,680	$2,563	$2,389	$2,214
Category	XIX	XX	XXI	XXII	XXIII	XXIV
STEP 1	$1,542	$1,417	$1,333	$1,292	$1,208	$1,167
STEP 2	$1,644	$1,511	$1,422	$1,377	$1,288	$1,244
STEP 3	$1,746	$1,605	$1,510	$1,463	$1,369	$1,321
STEP 4	$1,849	$1,699	$1,599	$1,549	$1,449	$1,399
STEP 5	$1,951	$1,793	$1,687	$1,635	$1,529	$1,476
STEP 6	$2,053	$1,887	$1,776	$1,720	$1,609	$1,554
STEP 7	$2,156	$1,981	$1,864	$1,806	$1,690	$1,631

Category	XXV
STEP 1	$1,083
STEP 2	$1,155
STEP 3	$1,227
STEP 4	$1,299
STEP 5	$1,371
STEP 6	$1,443
STEP 7	$1,515

A. The foregoing schedules will apply to the extra duty compensation activities, beginning in 2025-26, as follows:

Administrative Support, Nonsupervisory (i.e., Interim Principal)	I
Band, Jazz, Head	XX
Band, Jazz, Middle School	XXV
Band, Assistant, High School	XIII
Band, Assistant, Auxiliary, High School	XX
Band, Head, High School	VII
Band, Head, Middle School	XVI
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
Bowling, Head, High School	V
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	XV
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 language:

A. Job Description/Duties:

Teacher Leader Position: Vision

To create an environment of continuous improvement and collaboration where every teacher feels empowered, supported, and equipped to ensure that every student can achieve success.

Core Duties:

*See the Focus Areas below for specifics about the duties.

1. **Collaboration and Communication**
    - Establish strong, open lines of communication among teachers, school leadership, and the curriculum office to ensure alignment and coherence in curriculum delivery.
    - Promote a culture of collaboration where best practices and resources are shared freely among educators.
2. **Professional Learning and Support**
    - Provide targeted, high-quality professional learning that addresses teachers' specific needs and aligns to the school and district improvement plans. The professional learning will be created collaboratively by administration, Teacher Leaders, and other appropriate school staff. This will help them refine their instructional practices and stay informed of the latest educational trends and research.
    - Act as a resource for new and veteran teachers, offering guidance, support, and feedback to foster professional growth.
3. **Curriculum Support**
    - Lead the development and continuous improvement of a rigorous, relevant, and standards-aligned curriculum that meets the diverse needs of all students.
    - Ensure curriculum materials and instructional strategies are inclusive and equitable and promote critical thinking and problem-solving skills.
4. **Student-Centered Focus**
    - Advocate for and implement strategies that prioritize student success and well-being, address barriers to learning, and foster an inclusive, supportive school environment.
    - Use data-informed decision-making to select instructional approaches and interventions that meet the unique needs of each student.
5. **Continuous Improvement**
    - Serve as an active member of the schools' and district's Continuous Improvement Team, contributing to developing and implementing improvement plans.
    - Engage in reflective practices and ongoing evaluation to ensure the effectiveness of curricular and instructional initiatives, making adjustments to achieve desired outcomes.

6. **Community and Extracurricular Engagement**
    - Strengthen school-community partnerships by serving as a liaison (communication/coordination/participation) when relevant activities, community events, and family engagement opportunities occur.
    - Foster a sense of community and belonging within the school, encouraging active participation and collaboration among all stakeholders.

The position aims to foster connections between school-level responsibilities and district-level curriculum leadership, ensuring teachers and students receive the support they need for effective teaching and learning.

Focus Areas

Improve Teacher Team Collaboration and Communication

- Actively participate in relevant meetings and communication channels for new and existing teachers.
- Participate in training on facilitating teacher teams and implementing district collaborative practices.

Professional Learning and Support

- In collaboration with the other Teacher Leaders, school administrators, learning coaches/specialists/coordinators, and the curriculum specialist, plan and facilitate effective professional learning sessions at the school and district levels.
- Tailor professional learning to address specific needs identified through data analysis.

Curriculum Development and Support

- Assist in establishing a district guaranteed and viable curriculum (establishing commonalities among courses).
- Use district-supported platforms to house curriculum, standards, and teaching materials.
- Coordinate with the Curriculum Specialist to review and update the curriculum.
- Maintain/update the timeline for curriculum revisions and the selection of new materials.

Continuous Improvement

- Participate in Continuous Improvement Teams.
- Collaborate closely with the administration to support Continuous Improvement goals.
- Develop department professional learning in support of Continuous Improvement Plan (CIP) with district administrators.

Department Duties

- Inventory management of materials
- Assist in creating an efficient course scheduling system.
- Regularly update school administrators and the Curriculum Specialist on curricular and departmental activities.
- Assist administration in developing department budget priorities
- Liaison between school administration and department teams

Other

- Attend four (4) to eight (8) whole group sessions per school year to engage in shared learning and planning.

B. Compensation rates are separate from regular Extra Duty Classifications specified in Appendix E. One compensation schedule will be applied to all Teacher Leaders as published in this appendix. Any employee that was classified as a Teacher Leader II at the beginning of the 24-25 school year will receive pay retroactive to the beginning of the 24-25 school year aligned with the scale established in this section.

2026-2027 Teacher Leader Compensation Schedule

Step	Teacher Leader On	Teacher Leader Off	Teacher Leader Total
1	$5,341	$105	$5,445
2	$5,695	$112	$5,807
3	$6,049	$119	$6,168
4	$6,404	$126	$6,529
5	$6,759	$133	$6,891
6	$7,113	$139	$7,253
7	$7,467	$146	$7,613

C. Placement on salary schedule:
   1. The individual will be allotted full (100%) credit, to the nearest whole number, for experience in any previous Teacher Leader assignment.
   2. If, at the time of assignment, the individual has not had experience as a Teacher Leader in the preceding five (5) years, the previous equated experience will be reduced by 50% before applying the terms of Appendix F, Section C. 1.

D. Splitting Teacher Leader positions amongst employees will only be allowed in auxiliary subject area assignments beginning in the 2025-2026 school year.

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

F. Should a Teacher Leader choose to resign from the position at the conclusion of a school year, 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.

G. One evaluator will be assigned to each Teacher Leader. Both school and district administration will provide input on the quality of the work performed in Teacher Leader positions assigned within their administrative units. These evaluations will be separate from the teacher's annual required evaluation.

H. 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.

I. Terms of Appendix F. are applicable only to Teacher Leaders that have Secondary or Auxiliary assignments. Should the District instate Elementary Teacher Leader assignments, separate terms will be negotiated.

J. 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.

Appendix G
GRIEVANCE REPORT FORM

A. First and Last 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 (Year and Number)	

Appendix H

VOLUNTARY TRANSFER / ASSIGNMENT REQUEST FORM

Employee First and Last Name	
Current Building Assignment	
Current Teaching Assignment	

The **purpose** of this request is to:

☐	☐	☐	☐
Transfer	Increase Contract	Reduce Contract	Both-Transfer & Contract Change

I would like to **transfer to**:
If only one building, signify with a checkmark. Otherwise, prioritize your choices in the box.

☐	Either High School	☐	Either Middle School
☐	H. H. Dow High School	☐	Jefferson Middle School
☐	Midland High School	☐	Northeast Middle School
☐	Any Elementary Building	☐	Specific Elementary Building *Note in comments below.*
Comments:			

I would like to **Increase/Decrease** my current contract to:

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

Employee Signature		**Date**

Appendix I
SCHOOL CALENDAR



Midland Public Schools
Inspiring Excellence

2026-2027 District Calendar

S	M	T	W	Th	F	S
July 2026						
			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 2026						
						1
2	3	4	5	6	7	8
9	10	O	O	O	14	15
16	17	PD	PD	20	21	22
23	[24]	25	26	27	28	29
30	31					
September 2026						
		1	2	3	V	5
6	H	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
October 2026						
				HSC	2	3
4	5	6	7	MSC	9	10
11	12	13	14	15	16	17
18	19	20	21	ESC	23	24
25	26	27	28	29	30	31
November 2026						
1	2	PD	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	P	H	h	28
29	30					
December 2026						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	E	E	(P)	19
20	V	V	V	h	H	26
27	V	V	V	h		

S	M	T	W	Th	F	S
January 2027						
					H	2
3	[4]	5	6	7	8	9
10	11	12	13	14	15	16
17	PD	19	20	21	22	23
24	25	26	27	28	29	30
31						
February 2027						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	V	16	17	18	19	20
21	22	23	24	25	26	27
28						
March 2027						
	1	2	3	4	5	6
7	8	9	10	11	PD	13
14	15	16	17	18	19	20
21	22	23	24	25	h	27
28	V	V	V			
April 2027						
				V	V	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	
May 2027						
						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	29
30	H					
June 2027						
		1	E	E	(P)	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	80	Second Semester	100	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

Approved February 16, 2026

MIDLAND PUBLIC SCHOOLS

District Calendar Information

2026-2027

August 2026	
18	No School: Professional Development 6 hours (8:00 – 3:00) – Opening Day for Teaching Staff
19	No School: Professional Development 6 hours (8:00 – 3:00)
24	Start of 1st Semester Instruction
September 2026	
4	No School: Teachers do not report
7	No School: Labor Day
October 2026	
1	High School Conferences
8	Middle School Conferences
16	Final Day of Marking Period #1
22	Elementary School Conferences: ½ Day of Instruction for Elementary Schools
November 2026	
3	No School: Election Day: Professional Development 6 hours (8:00 – 3:00)
25	½ Day of Instruction: Teachers do not report in p.m.
26	No School: Thanksgiving Day
27	No School: Teachers do not report
December 2026	
16-18	High School Exams
18	½ Day of Instruction: End of 1st Semester Instruction - Teachers do not report in p.m.
21-31	No School: Winter Break
January 2027	
1	No School: New Years Day
4	Instruction Resumes: Start of 2nd Semester Instruction
18	No School: Professional Development 6 hours (8:00 – 3:00)
February 2027	
15	No School: Teachers do not report
March 2027	
11	Final Day of Marking Period #3
12	No School: Professional Development 6 hours (8:00 – 3:00)
26	No School: Good Friday
29-31	No School: Spring Break
April 2027	
1-2	No School: Spring Break
5	Instruction Resumes
May 2027	
31	No School: Memorial Day
June 2027	
2-4	High School Exams:
4	½ Day of Instruction: End of 2nd Semester Instruction - Teachers do not report in p.m.

APPENDIX J
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), XVIII, 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.), XXI, XXIII, XXV, XXVI, XXVII, XXX, XXXI, XXXII, Appendix A, Appendix E, Appendix H, Appendix J.

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 the salary schedule delineated in Appendix A, Section A. The 217 workdays are calculated July 1 through June 30

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 K

DAYS OF ABSENCE (ILLNESS) OR PERSONAL DAY PURCHASE

Teachers may sell up to a maximum of fourteen (14) days back annually at the conclusion of a school year (any combination: personal and/or sick) at a rate of $65 per day (sick) and $110 per day (personal). A non-retiring employee may not drop below sixty (60) days of sick leave when selling days.

An employee that has announced their retirement before February 1st may sell back up to fifty (50) sick days and four (4) personal days at 75% (.75) of the annual buy-back rates (403B or cash option).

If an employee has been disciplined for fraudulent use of illness days within the last five (5) years, they are ineligible for the buyback program.

Any employee that was capped at 186 days in the previous program can now continue to accrue days.

Any teacher that does not use a personal day on the first or last instructional day of a week throughout a school year will receive a stipend (Substitute Rate (non-surge) x. three (3)) at the conclusion of the school year.

This program will sunset at the conclusion of the agreement.

Appendix L
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 M
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.

Appendix N
HIRING A RETIREE

The Midland City Education Association and Midland Public Schools agree to the following language applicable to hiring a teacher that has retired from the Midland Public Schools or from another Michigan school district who participates in the Michigan Public Schools Employment Retirement System:

The placement of a retiree will only occur if:

- A position is anticipated to be at least one school year in length.
- No retiree will be offered a position prior to June 15.
- There are no other certified applicants that are deemed to be qualified by Administration after a position is posted for four weeks (before July 1st) or two weeks (after July 1st). Should a vacancy occur after August 1st, no minimum posting period is applicable.

A retiree hired by MPS is recognized as a 'teacher' per Article I.B and is subject/entitled to all contractual provisions except for the following:

- Article V: Grievances: F. 6 (Step Four – Arbitration)

- Article IX: Leaves: A, B, C (1-4)

- Article X: Absences other than Leaves: F.7 (Sick Bank)

- Article XV: Teacher Employment, Qualifications, Assignments, and Seniority: G

  The following language will be applicable to salary placement:

  A teacher that retired from the Midland Public Schools or any other school district that participates in the Michigan Public Schools Employment Retirement System will have their most current teacher salary protected, not to exceed step six of the current applicable salary schedule.

- Article XVII: Placement, Layoff, and Recall

In the event of necessary teacher reductions, a retiree will be the first to be laid off unless there are no other teachers in the association certified and qualified for the position occupied by the retiree.

- Article XXV: Insurance: D and H.
- Article XXVI: Local Retirement Pay
- Appendix B: Placement of Salary Schedule – Category Qualifications

Any teaching position occupied by a retiree will remain posted throughout the school year in order to seek certified and qualified non-retiree applicants. If there is a certified applicant that is deemed to be qualified by administration, the position will be filled at the start of the second semester.

Any teaching position occupied by a retiree will be reposted at the conclusion of a school year in order to seek certified and qualified non-retiree applicants. A retiree shall not have continuing rights to a position within MPS beyond the length of one school year in any assignment (or one semester should a qualified applicant be found). Should a vacancy remain in which no certified or qualified applicants apply (per the timelines listed above), a retiree may reapply, and the provisions of this LOA will reset the rights to another duration of one school year.

The association will be notified of any retiree hiring within two weeks of the hiring date.

Letter of Agreement
Between
Midland City Education Association
And
Midland Public Schools

The Midland City Education Association and Midland Public Schools agree that Appendix O (Preschool Teachers) will be added to the bargaining agreement with the following language:

APPENDIX O
PRESCHOOL TEACHERS

The District and Association agree that providing high quality preschool instruction to students provides students with a solid education foundation in which to enter kindergarten. The District and Association agree to recognize Great Start Readiness Program (GSRP) lead instructors as 'teachers' in the MCEA-MPS Collective Bargaining Agreement beginning in the 2026-2027 school year with the understanding that these positions have both similarities to and differences from other instructional positions in the bargaining unit. Throughout this appendix, the positions will be referred to as 'preschool teacher.' The District and Association will establish working conditions in alignment with GSRP and State of Michigan Licensing regulations. If GSRP or State of Michigan Licensing Regulation changes necessitate that terms of Appendix O be modified, changes will be discussed using the Contract Review or Negotiations process and be integrated in alignment with at least the minimum rules and regulations.

Like other Employees in the bargaining unit, a preschool teacher 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 recognizing this position. Any unforeseen conflicts will be resolved through the Contract Review or Negotiations process.

All contractual provisions will apply to GSRP lead teachers except for those exclusions and additions delineated below.

- **Article I – Recognition**
  - With the understanding that a preschool teacher shall hold a valid teaching certificate or was an active Midland Public Schools preschool teacher since the 2nd semester of the 2025-26 school year and is actively enrolled in a teaching certification attainment program as of August 1st, 2026.
    - Certificate attainment must occur no later than the start of the 2029-2030 school year
      - Courses must be taken continuously (at least 1 course per academic semester at the institution enrolled).
  - The District will reimburse tuition costs from any course taken at a Michigan public university towards certificate attainment (current MPS preschool teachers only) at a rate of $75 per credit hour if the grade earned is a 'B' or higher.
    - Tuition reimbursement is not applicable to internship courses.
  - Upon certificate attainment, the preschool teacher shall work for the Midland Public Schools for at least two additional academic years. Should the requirement not be fulfilled, the preschool teacher is responsible to reimburse the District for any tuition payments received. A method of payment will be arranged collaboratively with the employee. Payment is due within 60 calendar days of the final workday with MPS. Once the employee has reimbursed the District, no legal action will be pursued.
    - This policy is not applicable to preschool teachers that are on Long Term Disability, are granted a medically related retirement, are granted a Board approved leave, or has a spouse whose employer has force transferred them greater than 75 miles from District boundaries during the first semester of the school year (burden of proof on employee). A preschool teacher may appeal the application of the policy to the Superintendent. The decision of the Superintendent is final and not subject to the grievance process.
- **Article V – Grievances**
  - A preschool teacher that has not obtained their teaching certification may utilize the Grievance Process as specified in Article V up to Step Three.
- **Article VIII – Professional Development of Teachers**
  - Not including Section C.
  - **Section E.:** Amount set for the Pre-Primary Center preschool teachers at $2,000 annually for the duration of the current agreement.
- **Article X – Absences Other than Leaves**
  - No prior accumulated leave will carry into the start of an employee's recognition into the Bargaining Unit.
  - **X.I.1.:** Family conference requirements will align to GSRP rules and requirements and may extend beyond the traditional workday. Additional compensation is not applicable if a conference is scheduled within the 192-day calendar.

- **Article XI – Teacher Evaluation**
  - Preschool teacher student growth language will be mutually developed by the District and Association and integrated into the Teacher Evaluation Handbook prior to the onset of the 2026-27 school year.
  - Preschool teachers must participate in external observations and evaluations conducted by Great Start to Quality personnel (or other applicable entities for licensing/quality rating purposes). Those evaluations are not a part of the teacher's Midland Public School's Evaluation process.
- **Article XII – Teacher Tenure Program**
  - All preschool teachers that previously worked for the Midland Public School's preschool program will be classified as Year #1 (probationary status) commencing with the 2026-27 school. These Preschool teachers will progress through probationary status from this point forward through the terms of the Teacher's Tenure Act and provisions of the Master Agreement. Any external hires are subject to the applicable terms of the Teacher's Tenure Act and provisions of the Master Agreement.
- **Article XV – Teacher Employment, Qualifications, Assignment, and Seniority**
  - **A.** With the understanding that a preschool teacher shall hold a valid teaching certificate or was an active Midland Public Schools preschool teacher since the 2nd semester of the 2025-26 school year and is actively enrolled in a teaching license attainment program as of August 1st, 2026.
    - Certificate attainment must occur no later than the start of the 2029-2030 school year
      - Courses must be taken continuously (at least 1 course per academic semester at the institution enrolled).
  - **G.** If a preschool teacher has been working with the Midland Public Schools and meets the certification requirements as defined in this Appendix, their placement on the Salary Schedule in Appendix A shall be determined by the following formula:
    - 25-26 Step Placement divided by 3, Round Up.
      - Example: Preschool teacher is on Step 7 on the 25-26 Salary Schedule.
        - 7 divided by 3 = 2.3 rounded up = Step 3 placement.
  - **H.** All preschool teachers that are initially 'recognized' in the Master Agreement will gain their seniority status with a hire date of August 11, 2026. All preschool teachers recognized on that date will have their placement status determined by the last four digits of their social security number. The preschool teacher with the highest four digits will be granted the most seniority.
- **Article XIX – Teacher Hours and Duties**
  - Not applicable. XIX.A, C, D, E, F, G, H, I, & J.
  - Preschool teachers will have customized hours including:
    - Preschool teachers will work from 8:00 a.m. – 4:15 p.m. on established workdays.
      - Any hourly proration calculation applicable to a contractual provision shall be at 1/8.
    - When students are in session, instructional time will occur from 9:00 a.m. – 4:00 p.m.
    - The hours of 8:00 – 9:00 a.m. and 4:00 – 4:15 p.m. may be utilized for Conference and Preparation as defined in Article XIX.B.2.
      - Assistance with pick-up/drop-off may be required during Conference and Preparation time.
    - Preschool teachers will be provided a minimum of 30-minute duty-free break for lunch.
      - Note: preschool teachers must facilitate in-class lunch per GSRP guidelines.

- **Article XX Class Size**
  - **A.1.:** Preschool Maximum Class Size:
    - The District will follow class size ratios as defined in GSRP and State of Michigan Licensing regulations.
      - Overload stipends are not applicable.
- **Article XXIX – School Calendar and Teacher Year**
  - Unlike other Employees in the bargaining unit, a preschool teacher will work a contractual year of 192 days and be available on a calendar developed by the District, with input from the lead teachers, which may not follow the schedule of other Employees covered by the Master Agreement. Instructional time, professional development, family conferences, and home visits will be integrated into the calendar to align with GSRP and State of Michigan regulations.
    - Any daily proration calculation applicable to a contractual provision shall be at 1/192.
- **Appendix A – Salary Schedule for Teachers**
  - **D.** Longevity credit for preschool teachers that previously worked for the Midland Public Schools as a GSRP lead teacher without a teaching certificate will be calculated following the same formula used to calculate initial salary as defined in Article XV.G above. The step that is determined will be the number of years credit towards longevity. Longevity credit will be granted per the terms of Appendix A. Section D. for years of serving as a GSRP lead teacher for the Midland Public Schools if the teacher possessed a valid teaching certificate. Any preschool teacher that has not worked for the Midland Public Schools will follow rules as stated in the master agreement Appendix A. Section D. if they had a valid teaching certificate during their service in their previous position.

- **Appendix D – Compensation for Summer School, Curriculum Development, Extended Year Assignments**
    - It is understood that the rates specified in Appendix D are only applicable to work that is completed beyond the established 192-day calendar (inclusive of the GSRP mandated family conferences and home visits).
- **Appendix E – Extra Duty Compensation Schedule**
    - A preschool teacher 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 preschool teacher.
- **Appendix I – School Calendar**
    - Unlike other Employees in the bargaining unit, the Preschool will work a contractual year of 192 days and be available on a calendar developed by the District, with input from lead teachers, which may not follow the schedule of other Employees covered by the Master Agreement. Instructional time, professional development, family conferences, and home visits will be integrated into the calendar to align with GSRP and State of Michigan regulations.

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.

For the Association

Jerry Lombardo, MCEA President

Date 12/16/2025

For the District

Penny Miller-Nelson, MPS Superintendent

Date 12/16/25

Letter of Agreement
Between
Midland City Education Association
And
Midland Public Schools

The Midland City Education Association and Midland Public Schools agree that Appendix J (Electronic Learning Facilitators) will be modified to include the following language:

At the onset of the 2026-2027 school year, Appendix C.C (Mentor Teacher Program Policy) will be added as a contractual Article applicable to Electronic Learning Facilitators as defined in Appendix J. The following modifications to Appendix C.C. are applicable due to the unique nature of the position:

- Appendix C.C: General:
  - The word 'teacher' shall be interchangeable with 'Electronic Learning Facilitator' for the purposes of applying Appendix C.C to Electronic Learning Facilitator mentoring.
  - The duration of mentorship shall be for a period of one year. Only current or former Electronic Learning Facilitators can serve as mentors for new Electronic Learning Facilitators.
- Appendix C.C.1:
  - All Electronic Learning Facilitators that are new to the position will be assigned a mentor.
- Appendix C.C.3:
  - The minimum requirement to serve as a mentor for an Electronic Learning Facilitator is two years in the position with successive evaluation ratings of Proficient or higher.
- Appendix C.C.4:
  - Not applicable to Electronic Learning Facilitators
- Appendix C.C.6:
  - Not applicable to Electronic Learning Facilitators
- Appendix C.C.11:
  - Not applicable to Electronic Learning Facilitators

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

For the Association

Jerry Lombardo, MCEA President

Date 5/1/2026

For the District

Penny Miller-Nelson, MPS Superintendent

Date 5/1/26

Letter of Agreement
between
The Midland City Education Association
and
Midland Public Schools

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

May 1, 2026

Medical Insurance - PA 152 Hard Cap Compliance
The District's medical insurance costs continue to exceed the Public Act 152 ("Hard Cap" limits). The District and Association previously entered into a Letter of Agreement (LOA) dated August 2025 to address projected increases; however, those adjustments did not bring the District into compliance.

As a result, the District and Association have met to review options and mutually agree to implement structural changes to the employee contribution model and plan design to ensure compliance with PA 152.

Modifications to Article XXV.B.3
The Association and District agree that, effective June 1, 2026, Article XXV B.3. is modified as follows:

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.

This provision replaces any prior percentage-based employee premium contribution structure contained within Article XXV.

Elimination of Percentage-Based Contributions:
Effective June 1, 2026, the employee premium contribution percentages based on salary, plus longevity (1.75%, 2.5%, and 3.0%) shall no longer apply and are removed from Article XXV.

Employee Payroll Contributions:
Employee contributions for medical insurance shall be:

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

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

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

For employees whose pay is spread over twenty-six (26) pays:

- Contributions will be spread over 24 payroll deductions a year.

Transition Year - 2026 Only:
For the remainder of calendar year 2026 only:

- Payroll deductions (percentage contribution) for health insurance premiums will conclude with the final May 29, 2026 payroll.

- For employees whose pay is spread over twenty-one (21) pays:
    - Employees will be required to prepay the employee portion of June, July, and August 2026 premium costs prior to June 1, 2026.
    - Regular payroll deductions will resume with the first payroll in September 2026.
- For employees whose pay is spread over twenty-six (26) pays:
    - Regular payroll deductions will resume with the next payroll (June 12, 2026) and will be spread over 24 payroll deductions a year.

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

All prior language regarding HSA contributions, including timing and funding levels, is removed.

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 LOA 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 Association agree to reconvene negotiations within the multi-union insurance committee to address the impact of such changes.

Status of Remaining Contract Language:

All provisions of Article XXV not specifically modified by this LOA remain in full force and effect.

Hard Cap Overage Payback:
The District and Association engaged in a multi-labor group insurance committee and agree to the following payback method of the breach of statutory 2026 Hard Cap limits:

- The total Hard Cap overage for the 2026 plan year shall be distributed equally among all benefited employees, regardless of coverage tier, bargaining/employee unit, or individual premium cost.
- Each benefited employee shall be responsible for a payback amount of $468.04. This amount represents the employee's proportional share of the total Hard Cap overage based on equal distribution across all benefited employees.
- The employee payback shall be collected through a single payroll deduction from the May 29, 2026 pay.
    - Employees who separate employment prior to full repayment shall be responsible for the outstanding balance, through final paycheck deduction or through direct payment to the District.
- This equal distribution supersedes and replaces any alternative allocation models, including but not limited to distribution based on premium tier, employee group, or individual cost variance, and shall not establish a precedent for future plan years.

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.

The District and Association understand that these terms are non-precedent setting.

For the Association

Jerome Lombardo, MCEA President

Date 5/1/2026

For the District

Penny Miller-Nelson, MPS Superintendent

Date 5/1/26

Letter of Agreement
Between
The Midland City Education Association
And
Midland Public Schools

27l(2) - Educator Additional Compensation

Section 27l(2) of the State School Aid Act for fiscal year 2026 appropriate one-time funds to increase educator compensation. The 27l(2) funding for districts was allocated on a per pupil basis and is non-recurring in nature. 27l(2) funds, in the amount of $1,075,824.10, were distributed to Midland Public Schools in the December State Aid payment.

Therefore, IT IS AGREED between the Midland Public Schools ("the District") and the Midland City Education Association ("MCEA") that, the District shall divide the 27l(2) funds by the number of all eligible current District employees and issue a one-time, 27l(2) payment as follows:

- The Michigan Office of Retirement Services ("ORS") has determined that the 27l(2) payments are reportable as compensation. Therefore, the District's portion of FICA and retirement costs will be deducted from the total 27l(2) allocation prior to distributing funds to employees.
- The District shall determine each eligible employee's FTE for purposes of calculating their share of 27l(2) funds.
- The total FTE of all eligible employees will be added together. The District will divide the total 27l(2) allocation (after FICA and retirement costs are deducted) by the total eligible FTE to determine the per-FTE stipend amount.
    - Example: $715,000 / 851 = $840.19
- Educators for MCEA will be defined by the MPS-MCEA collective bargaining agreement.
- Any educator that is staffed below 0.8 FTE will receive a prorated stipend aligned to the FTE assigned.
    - Example: an educator that is 0.6 FTE will receive $504.11 ($840.19 x 0.6)
- To receive the full wage increase, the educator must have been continuously employed by the Midland Public Schools as of August 12, 2025 through the date of signature affixed to this Letter of Agreement by both parties. If a member was employed after August 12th, 2025, the amount will be prorated. The prorated amount cannot be less than any individual amount owed by the employee for breach of statutory 2026 Hard Cap limit before taxes are taken out.
- Prior to distribution, the District shall provide the president of the MCEA with the District's stipend calculation worksheet for their bargaining unit, including total funds received, the number of eligible educators, their FTE, and their calculated payment amounts. The District shall review these calculations with the union president upon request.
- The one-time stipend will be applied to the May 29th, 2026 payroll.

The District and Association understand that these terms are non-precedent setting. Issues arising with the interpretation and application of this Letter of Agreement will be discussed through Contract Review.

For the Association

Date 5/1/2026

For the District

Date 5/1/26

Letter of Agreement
between
The Midland City Education Association
and
Midland Public Schools

Midland Flex Learning Center
Instructor & Digital Course Designer

August 12, 2026

Effective with the 2026-2027 school year, the Midland Flex Learning Center Instructor & Digital Course Designer position shall be subject to the applicable provisions of Appendix J of the Master Agreement and shall perform the duties set forth in the approved job description, except as modified by this Letter of Agreement.

In addition to Appendix J, the following modifications apply:

- The position shall work a 210-day contractual year. The work calendar and schedule will be developed by the District and the Employee and may differ from the calendar and schedule of other bargaining unit members. The 210 workdays shall be calculated from July 1 through June 30.
- The position shall be paid in accordance with Appendix A, Section A.
- The Midland Flex Learning Center Instructor & Digital Course Designer will facilitate a maximum caseload of one hundred (100) students per semester or summer session.
- Additional responsibilities outlined in the District's job description.

The District and Association agree to meet at the end of the first semester and again at the end of the 2026-2027 school year to review the implementation of the position. If the parties agree to continue the position for the 2027-2028 school year, they will develop a new Letter of Agreement before July 1, 2027.

This Letter of Agreement applies only to the Midland Flex Learning Center Instructor & Digital Course Designer position and sunsets June 30, 2027.

Except as modified by this Letter of Agreement, all other provisions of the Master Agreement remain in full force and effect. The District and Association understand that these terms shall not establish a past practice and are non-precedent setting.

For the Association

Jerome Lombardo, MCEA President

Date 8/13/2026

For the District

Penny Miller-Nelson, MPS Superintendent

Date 8/13/26