



## AGREEMENT

between the

Board of Education  
of the  
Midland Public Schools

and the

Midland City  
Education Association

Agreement of August 28, 1976 through August 27, 2014

Printed Date: June 2012

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## PREAMBLE

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

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

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

For the purpose of promoting harmony and efficiency in the operation of the Midland Public Schools and of facilitating the peaceful adjustment of differences that may arise from time to time, the District and the Association agree and contract with each other as stated in this Preamble and in the articles which follow.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this 6th day of December, 1976.

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

*Article I*  
**RECOGNITION**

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

*Article II*  
**ASSOCIATION RIGHTS**

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

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

*Article III*  
**PROFESSIONAL NEGOTIATIONS**

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

*Article IV*  
**REVIEW COMMITTEE**

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

- B. Agreements arrived at by the Review Committee shall be reduced to writing in the form of memoranda of understanding and submitted to the Association Board of Directors and the Board of Education for approval. Upon approval by the Board of Directors and the Board of Education the memoranda shall become a part of the Agreement for the duration of the Agreement.

## *Article V* **GRIEVANCES**

- A. Definitions:
1. A "grievance" is a claim that there has been a specific violation, misinterpretation, or misapplication of the expressed provisions of this Agreement.
  2. A "grievant" is:
    - a. A teacher who claims to have suffered a violation of rights under the Agreement. The term "teacher" may include more than one teacher.
    - b. The Association if it claims a right specifically granted to the Association in the Agreement has been violated.
  3. The word "days" in this article shall mean calendar days.
- B. The Association may act in behalf of a group or class of teachers who initiate a grievance alleging a common violation of this Agreement.
- C. A teacher may bring any problem or concern not covered by the expressed provisions of this Agreement to the attention of the teacher's supervisor for consideration and decision. A supervisor may solve any such problem or concern so long as the solution is not contrary to the expressed provisions of this Agreement. The supervisor's solution to any such problem or concern is reviewable by the appropriate director, the superintendent, and the Board of Education. A teacher may be accompanied by any Association representative of the teacher's choice at any of these meetings. (Appendix G)
- 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.





- c. The Board of Education may hold a hearing on the grievance or may render its disposition after a study of the documents already filed.
    - (1) If the Board decides to hold a hearing on the grievance:
      - (a) Representatives of the Board shall schedule the hearing within fourteen (14) days after receipt of the written appeal of the grievance.
      - (b) Representatives of the Association and the District may be in attendance at this hearing.
      - (c) Within fourteen (14) days after the hearing, the Board shall give its answer in writing to the grievant, with a copy to the Association.
    - (2) If the Board decides not to hold a hearing, the Board shall within fourteen (14) days of its receipt of the grievance provide the grievant with a written answer with a copy to the Association.
  - d. Administrative judgment resulting in an adverse evaluation of teacher performance as referred to in Article XI, section M., cannot be grieved beyond Step Three of the grievance procedure unless based upon a specific violation, misinterpretation, or misapplication of the expressed provisions of this Agreement.
6. Step Four - Arbitration.
- a. If the grievant is not satisfied with the disposition of the grievance at Step Three, the teacher may ask the Association to refer the grievance to arbitration.
  - b. If the Association decides to have the grievance arbitrated, it must inform the District of its intent in writing within fourteen (14) days after the date of the answer at Step Three.
  - c. Following the written notice of intent to submit to arbitration, the Association and a representative of the Board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within fourteen (14) days after date of the notice to submit to arbitration, the American Arbitration Association shall be requested to provide the names of five (5) arbitrators. Both the Board and the Association, in that order, shall have the right to strike a name until only one remains, the one remaining to be the arbitrator.
  - d. The Association and the District will mutually determine who has the responsibility for notifying the selected arbitrator, securing available dates, place of the hearing and any other administrative matters.
  - e. The arbitrator shall hear the grievance in dispute and render a decision in writing within thirty (30) days after the close of the hearing or, if briefs are filed, within thirty (30) days after the date for filing. The decision shall be final and binding upon the District, the Association and its members, and the teacher involved.
  - f. The arbitrator's fees and expenses shall be shared equally by the parties.

- (1) It will be the general practice of all parties in interest to process grievances during times which do not interfere with assigned duties; provided, however, in the event it is mutually agreed by the aggrieved, the Association, and the District to hold proceedings during regular working hours, teachers participating in arbitration, on their own behalf or on behalf of the Association, will be released from assigned duties without loss of salary.
  - (2) The expenses and compensation for attendance of any employees, witnesses, or participants in the arbitration shall be paid by the party calling such employees, witnesses, or such participants.
- g. The arbitrator's authority shall be limited to deciding whether the District has violated, misinterpreted, or misapplied any of the expressed provisions of this Agreement. The arbitrator shall not have the power or authority to supplement, enlarge, diminish, or alter the scope or meaning of this Agreement.
- h. The retroactivity of any award issued by the arbitrator is not to be for a period of time exceeding thirty (30) days prior to the original filing date of the grievance, except that grievances relating to pay may be retroactive to the start of the school year in which the violation of the provisions of the Agreement occurred.

G. General Provisions.

1. All provisions for processing a grievance filed by a teacher shall also apply to grievances filed by the Association.
2. Forms for filing grievances will be jointly prepared and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. Each grievance and/or appeal shall contain the following information: name of grievant, when the grievance occurred, where the grievance occurred, a description of the facts giving rise to the grievance, identification by appropriate reference to all provisions of this Agreement alleged to be violated, and the specific relief requested. All grievances and appeals must be signed by the grievant.
3. Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students in all levels of the grievance procedure. Any investigation, meeting, or hearing involving the grievant shall be conducted before or after the working hours of the grievant except when the Association and the District mutually agree otherwise in writing.
4. The grievant, or an officer of the Association if the Association is the grievant, must be present at all steps of the grievance procedure.
5. No grievance shall be filed for or by any teacher after the effective date of that teacher's resignation or retirement.
6. A grievance may be withdrawn at any step of the grievance procedure without prejudice.
7. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

8. Failure to appeal a grievance within the specified time limits shall result in the grievance being considered satisfactorily resolved on the basis of the last decision and not subject to further appeal. Failure to communicate an answer to a grievant within the specified time limits shall entitle the grievant to proceed to the next step. The specified time limits may be extended by mutual agreement in writing of the Association and the District.

### *Article VI*

## **CONTINUITY OF OPERATIONS**

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

### *Article VII*

## **RIGHTS OF THE DISTRICT**

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

### *Article VIII*

## **PROFESSIONAL DEVELOPMENT OF TEACHERS**

- A. The District will pay the cost of tuition for any inservice courses which are initiated by the District and will recognize whatever credit is awarded by colleges to teachers for the satisfactory completion of these courses in accordance with the provisions of Appendix B - Placement on Salary Schedule - Category Qualifications.
- B. Conference Attendance
  1. The District agrees to grant teachers' absence with pay to attend approved workshops, seminars, conferences, other professional improvement meetings of an educational nature, or to visit other schools either within or outside the Midland school district.
    - a. (1) Each school building will be allocated a conference attendance bank equal in the number of days to the number of equated full time teachers assigned to the building rounded off to the next higher whole number. The bank will also include an amount of money equal to \$150 times the number of equated full time teachers assigned to the building rounded off to the next higher whole number.

(2) All teachers who are assigned to more than one building will have their entire service included in the allocation to the building at which they receive their paychecks. Teachers receiving their paychecks at locations that are not instructional units of the Midland Public Schools will be included in the allocations to the buildings they are scheduled to serve first in the week.

- b. Teachers may be absent with pay and with substitute service provided for conference attendance for one or more days with reasonable expenses paid.

Charges to the building banks will not exceed the total number of days or the total amount of money allocated to the building banks. The cost of substitute service for each day a teacher is absent for conference attendance will not be charged to the banks.

- c. "Reasonable Expenses" will include costs of fees, meals, lodging and transportation. These are to be itemized in the request for reimbursement.
- d. Approval by the teacher's immediate supervisor of the date or dates of absence for conference attendance will be required. Approval of use of days from the conference bank rests with the building principal. The principal will work with the building site-based, decision-making committee or a subcommittee of same in reaching conference attendance decisions. Decisions of the principal on the granting of days of absence or the charging of expenses to the conference attendance bank will be final, but subject to review by the superintendent or designee.
- e. The provisions of B, 1, a-d above will be suspended and reinstatement in future years will require MCEA and District agreement.

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

C. Substitute teaching service will be provided to each elementary school for the purpose of providing collaborative planning time. The amount of substitute service will be based on each individual school's enrollment; one and one-half tenths (0.15) of a substitute per year will be available per student. Use of this time for district or building professional development activities shall be voluntary. The last collaborative planning session of the school year may be used for recommending student placements for the next school year, completing student assessments and assembling portfolios of student work to be placed in the student's file at the individual teacher's discretion.

D. Teacher 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 in-service or workshop.

The ways in which the collaborative planning and substitute services are used will be determined by the certified staff at each individual building.

**Article IX**  
**LEAVES**

- A.
1. A leave is a Board-approved absence, without pay, granted to a teacher with provisions for certain rights and responsibilities before, during, and after such absences.
  2. With exception of the family and medical leave, clarified in C.5. below, only teachers who have gained tenure status with the District shall be eligible for leaves, except as outlined in C. 1. b.
  3. All leaves, with the exception of military, childbirth and childcare leaves, must be requested in writing at least ninety (90) days prior to the requested starting date of the leave. Military leave must conform to Article IX, section A., except in an emergency or as required by laws now in force or laws which are enacted during the duration of this Agreement.
  4. Leaves shall be for a period of one (1) year unless otherwise provided in this Agreement.
    - a. A teacher may request a leave for a period of less than one (1) year, and this request may be granted if recommended by the superintendent and approved by the Board of Education.
    - b. Leaves will be scheduled to start at the beginning of a school year and to end at the conclusion of that school year, unless otherwise provided in this Agreement, or unless another starting and ending date is mutually agreed upon.
  5. No leave of absence shall be extended, or a second leave of absence immediately following a first leave granted, except upon the recommendation of the superintendent and approval by the Board of Education.
  6. A leave of absence may be terminated before the normal expiration date by mutual agreement between the teacher and the superintendent, and approval by the Board of Education of the superintendent's recommendation.
  7. Any leave granted will be with the understanding that it is a leave of absence from the Midland Public Schools and not necessarily from a particular position. **Upon return from leave, reasonable effort will be made to assign the teacher to the same or a comparable position; however, teachers will not be guaranteed their former assignment but will be placed in a position for which they are certificated.**
  8. No benefits will accrue to a teacher during a leave except as may be otherwise stated in this Agreement.
  9. A teacher on a leave of absence must give written notice to the superintendent at least ninety (90) days prior to the expiration of the leave of a decision to request an extension of the leave, return to work, or resign. Failure to furnish such notice by the proper date shall constitute a notice of resignation. Requests for extension of leave do not apply to individuals on a voluntary leave.
  10.
    - a. Any teacher who, while on leave of absence, takes employment as a teacher in another school system shall be deemed to have terminated the teacher's relationship with the District and there shall be no further obligation upon the District.

- b. Exceptions to the foregoing condition will be teachers on advanced study leave who are offered a teaching fellowship, teachers on leave participating in temporary substitute work, or work arrangements mutually agreed upon by the teacher on leave and the District.
11. Re-employment of a teacher from leave shall not supersede provisions for reductions of personnel or other provisions of law or this contract.
  12. Leaves will be classified as Professional, Personal, or Civic as follows:

Professional

- Advanced Study
- Sabbatical
- Peace Corps/Exchange Teaching

Personal

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

Civic

- Military
- Government Service
- Teacher Organization

B. Professional Leaves

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

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

- b. Sabbatical. If a teacher has taught for at least seven (7) years in the District and requests an advanced-study leave as specified in sections A. and B. 1. a. above, the advanced study leave will be called a "sabbatical leave" on the records of the school district.

2. Peace Corps/Exchange Teacher. Dependent upon anticipated benefits to the District, and subject to the recommendation of the superintendent and approval by the Board of Education, a leave of absence may be granted to a teacher who joins the Peace Corps or serves as an exchange teacher as a full-time participant in either of such programs. These leaves may be renewed upon request for a second one- (1) year period. For salary determination, upon return from such leave, a teacher will be considered as if actively employed by the District during the leave.

C. Personal Leaves

1. Childbirth and Childcare. A tenure teacher shall be granted a leave of absence for childbirth and childcare, without pay or benefits, subject to renewal at the discretion of the District.
  - a. The following requirements shall apply to teachers who select this leave:
    - (1) The teacher must provide the District proper certification by the teacher's physician of the teacher's pregnancy and probable date of birth. Such certification shall be submitted prior to the end of the fourth month of pregnancy.
    - (2) The request for leave for childbirth and childcare shall be submitted in writing to the District ninety (90) days prior to the date leave is to begin, unless circumstances clearly preclude opportunity for such notice.
    - (3) During the period between the teacher's certification to the District of the pregnancy and the effective date of the leave, the teacher may continue to work provided that the teacher submits a medical report on a form provided by the District, indicating ableness to perform fully all of the duties of the assigned position.
    - (4)
      - (a) The teacher's leave for childbirth and childcare will begin on the effective date requested by the teacher, or on the date at which the teacher is no longer able to perform fully all of the duties of the position.
      - (b) If the leave begins during the summer prior to a school year, or during the first semester of a school year, the leave will end at the start of school in the fall following this school year.
      - (c) If the leave begins during the second semester of a school year, the leave will end at the start of school in the fall of the second school year subsequent to the school year in which the leave begins.
    - (5) A leave for childbirth and childcare may be for less than the time limits specified in section (4) above. Such a "limited time" leave must end at the start of the semester following the effective date of the leave. A request for such a "limited time" leave must be accompanied by notice of the teacher's intent to return to work at the beginning of the next semester. A request for a "limited time" leave will not need to comply with the requirement expressed in section A. 9. of this Article.



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

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

- (b) For the duration of a F.M.L.A. leave, Midland Public Schools will maintain the teacher's health coverage provided as part of the collective bargaining agreement.
- (c) The teacher needing to take F.M.L.A. leave must provide thirty (30) days advance notice when the need for F.M.L.A. leave is foreseeable. An application for F.M.L.A. must be completed by the teacher and filed with the Director of Human Resources. The teacher must provide medical verification to support a request for leave because of the teacher's serious health condition. The district may require further medical evaluation at district expense. A fitness for duty report to return to work will also be required.
- (d) Teacher spouses employed by Midland Public Schools are jointly entitled to a combined total of twelve (12) work weeks of family leave for the birth, adoption, or foster care placement of a child. Teacher spouses employed by Midland Public Schools are each entitled to a total of twelve (12) work weeks of family leave to care for a parent who has a serious health condition. Care of parents-in-law is not an eligible category under F.M.L.A.
- (e) F.M.L.A. for birth or placement by adoption or foster care must conclude within twelve (12) months of the birth or placement.
- (f) F.M.L.A. leave may be taken intermittently whenever medically necessary to care for a seriously ill family member or because the teacher is seriously ill and unable to work. Intermittent use of F.M.L.A. is defined as taking unpaid leave in blocks of time or reduction in normal weekly or daily work schedules. Intermittent use of F.M.L.A. leave by a teacher is subject to the district's approval if used for adoption or foster care.
- (g) The F.M.L.A. applies to public and private elementary and secondary schools. Because of the unique nature of instructional function, and the impact on students in the classroom, special rules were enacted for those employees principally employed in an instructional capacity. These special rules are as follows:
  - 1. If a teacher primarily engaged in an instructional capacity requests an intermittent or reduced F.M.L.A. leave schedule based on foreseeable planned medical treatment, either for the teacher or because the teacher is the care giver for a spouse, child, or parent, and the teacher would be on leave for more than twenty percent of the total number of working days in the school semester during which the leave is taken, the school district may require the teacher to either:
    - (a) take the F.M.L.A. leave for a particular duration not to exceed the duration of the planned medical treatment, or
    - (b) transfer to an available alternate position for which the teacher is qualified that has equivalent pay and benefits and better accommodates recurring periods of leave.
  - 2. Special rules apply to teachers who request a F.M.L.A. leave near the end of a semester.
    - (a) F.M.L.A. Leave More Than Five (5) Weeks Prior To The End of The Semester

Teachers who begin their F.M.L.A. leave more than five (5) weeks prior to the end of the semester, may be required by the school district to continue their leave until the end of the semester, if the leave is at least three (3) weeks in duration and the return to employment would occur during the three (3) week period before the end of the semester.

(b) F.M.L.A. Leave Less Than Five (5) Weeks Prior To The End Of The Semester

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

(c) F.M.L.A. Leave Less Than Three (3) Weeks Prior To The End Of The Semester

If a teacher begins F.M.L.A. leave three (3) weeks prior to the end of the semester, and the duration of the leave is greater than five (5) working days, the school district may require the teacher to continue the leave until the end of the semester.

3. The rules applicable to leaves less than five (5) weeks prior to the end of the semester and three (3) weeks prior to the end of the semester apply to leaves for the birth of a child, adoption or foster care placement, or to care for a spouse, parent or child who has a serious medical condition. They do not apply to a leave for a teacher who has a serious medical condition.

D. Civic Leaves

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

national) activities.

- (1) Application for the leave of absence shall be made through the director of human resources by March 1, prior to the start of the school year during which the leave of absence is to take place.
  - (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." All costs for salary and benefits will be the responsibility of the M.C.E.A.
  - (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.
- 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.
  2. A teacher employed during a school year, or returning from leave during a school year, will be allotted a proportionate number of the twelve (12) days stated in section A. 1. of Article X.
- B. Accumulated Days of Absence
1. At the beginning of each school year, a teacher's unused days of absence from preceding school years will be added to the teacher's allotted twelve (12) days for the current school year to establish an accumulated total days of absence with pay.
  2. Each teacher's total days of absence with pay may increase from year to year without limit.
- C. A teacher's allotted and accumulated days of absence with pay may be used for absence for personal illness and personal emergencies as specified in Article X of this Agreement.
- D. A teacher returning from leave of absence will be credited with the number of accumulated days of absence with pay to which the teacher was entitled at the time of going on leave.

- E. The Association and the District agree that the unused absence days of any teacher at the time of termination of the teacher's service to the District for any reason including retirement will not constitute a claim upon the District.
- F. Family and Personal Illness
1. Definition: "Family and Personal Illness" means temporary incapacity to work resulting from sickness or injury; or from pregnancy, childbirth, and recovery from childbirth, serious illness requiring hospitalization or bedside attention by the teacher for the teacher's spouse, child, parent, or dependent of the immediate household, or a relative not specified. It does not include absence for routine health examinations, routine dental appointments, or absence for cosmetic or elective surgery or other health-related procedures which might appropriately be covered during non-working hours or during vacation periods. These absences will not be chargeable to personal illness days without specific approval in advance by the teacher's supervisor.
  2.
    - a. The District and Association agree that good attendance is essential to the well being of the District and its students. To that end, the District and Association will work together to promote consistent attendance for all members and will cooperate in dealing with individual attendance issues.
    - b. The District may require of a teacher a physician's statement certifying the teacher's personal illness and the teacher's incapacity to work after four (4) consecutive days of illness or eight (8) total days of illness in a single school year. The District may require a physician's statement certifying the teacher's incapacity to work sooner than four (4) consecutive days or eight (8) total days under the following circumstances:
      - (1) the teacher misses more than one professional development day in a single year.
      - (2) there is reasonable suspicion that the teacher has falsified or otherwise misrepresented his/her claim of illness.
      - (3) the teacher demonstrates a pattern of suspected abuse of his/her personal sick days adjacent to the non-work days, leaves, vacations, breaks and/or non-instructional days.
    - c. If a teacher knows in advance that the teacher will be absent for personal illness, the teacher must inform the immediate supervisor of the anticipated absence. The District may request a certification by the teacher's physician of the personal illness. If the personal illness is pregnancy, this notification must be made no later than the end of the fourth month of the teacher's pregnancy and must include the expected date of childbirth.
    - d. The definition of "personal illness" is amended to state that travel of a significant distance from home while absent for personal illness, except for medical reasons, shall be approved in advance by the teacher's immediate supervisor or the Director of Human Resources.
    - e. Teachers on tenure may elect a childbirth and childcare leave as described in Article IX, section C. 1.

- f. (1) Absence for preplanned use of personal illness days (such as scheduled surgery or childbirth) will be approved starting on the date at which the teacher is physically no longer able to work. This date and the teacher's physical inability to work must be certified by the teacher's physician.
- (2) If the date at which the teacher is no longer physically able to work is more than one month prior to the expected purposes indicated in Article X, section F. 2. e. (1), of this notice, the District may require an examination by an independent physician and a report by this physician to the District as to the date at which the teacher is physically unable to work. The date at which the approved absence is to begin will be the date set by the independent physician. This examination will be at the expense of the District.
- (3) Absence from work by the teacher prior to the date set by the independent physician in accordance with the provisions of Article X, section F. 2. e. (2), will be unauthorized absence.
- g. (1) In the event of absence of a teacher for personal illness for fourteen (14) consecutive calendar days or, in the event of childbirth, fourteen (14) consecutive calendar days following the date of childbirth, the District ~~may~~ shall require a statement from the teacher's physician that the teacher is unable to work. A similar statement may be required each succeeding seven (7) calendar days.
- (2) It is expressly understood that absence of a teacher for personal illness resulting from childbirth is not for the purpose of normal childcare.
- (3) (a) If the teacher fails to provide the physician's statement required in Article X, section F. 2. f. (1), the teacher will be directed in writing to return to work.
- (b) If the teacher does not return to work on the date on which the teacher is directed to return by the District, the teacher's pay for personal illness will cease.
- (c) If the teacher does not return to work on the date on which the teacher is directed to return by the District, a notice will be sent to the teacher informing the teacher that the teacher's employment with the District will be terminated by the end of fourteen (14) consecutive calendar days from the date on which the teacher has been directed to return to work.
- (d) The employment of a teacher who does not return to work at the end of the fourteen (14) days specified in Article X, section F. 2. f. (3), shall be terminated.
- (4) (a) The District may require a teacher who is absent for personal illness in excess of fourteen (14) consecutive calendar days or, in the event of childbirth, fourteen (14) consecutive calendar days following the date of childbirth, to undergo an examination by an independent physician. Such a required examination will be at the District's expense. A report of such a required examination must be provided to the District.

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

The decision of the superintendent on such requests shall be final and not subject to grievance.
6. Procedure for Charging Days of Absence for Personal Illness
  - a. Absences for personal illness will be charged to the teacher's accumulated total days of absence with pay as established in sections A. and B. of this Article.
  - b. Absences for health-related procedures which are not included in the definition of personal illness in Article X, section F. 1., will not be chargeable to absence for personal illness.
7. A member of the bargaining unit who exhausts the allotted and accumulated days of absence for personal illness or disability, and whose Long Term Disability coverage has not yet gone into effect, may apply to the sick bank to receive additional days until eligible for Long Term Disability. Requests should be made to the Manager of Human Resources.

- a. The sick bank will be initially funded by joint contributions from the members of the bargaining unit and Board of Education (1X + 1X).<sup>1</sup> The bargaining unit contributions will be mandatory.
- b. At the time of a bargaining unit member's severance from the District, the number of unused sick days will be deposited into the sick bank.
- c. When the number of days in the sick bank falls below 1X, the bank will be replenished at the beginning of the following school year by assessing each member of the bargaining unit one day.
- d. The balance of sick days left in the bank will be carried over to the beginning of the next school year.
- e. All members of the bargaining unit are included for participation in the sick bank program.
- f. A written application to the sick bank is required and must be accompanied by a physician's statement which includes an estimate of the anticipated duration of the absence.
- g. There will be a five-day waiting period with one-half day retroactive pay per day upon approval of application.
- h. Members of the bargaining unit will be eligible to draw from the sick bank more than once during a school year as a result of a new illness or a recurrence of an illness without an additional waiting period.

#### G. Personal Days

1. In exchange for two (2) mandatory evening parent-teacher conferences, all members of the bargaining unit will be granted three (3) personal days per year without deduction in salary. One unused day may be carried over to the next year. A maximum of four (4) days could be available in any year. Unused personal days not carried over shall be added to the individual teacher's personal illness bank of days.
2. Application for personal days shall be made on a form provided by the District, which is attached hereto as Appendix F. 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 written application will be submitted upon return from the absence. (Appendix F)
3. Personal days may be taken immediately before or after a holiday or vacation period, with two (2) weeks notice to the employee's immediate supervisor. Not more than 15% of the total membership of any building may take such a day.

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<sup>1</sup> X equals the number of employees in the bargaining unit.



4. The number of personal days granted on any one specific day may be limited by the number of available substitute teachers.
5. If the request for a personal day is consistent with the procedures outlined in Article X, section G., it shall be granted.
6. Any bargaining unit member who is denied the use of a personal day by the principal or immediate supervisor may appeal this decision to the director of human resources.
7. Personal day absences, as specified in Article X, section G., will not be chargeable to the bargaining unit member's total days of absence with pay as established in Article X, sections A. and B., but will be absences with pay in addition to the days in the total bank.

#### H. Personal Emergencies

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

G. Absences beyond two (2) days will come under the provisions of Article X, section I. 1., or section L. 3.

3. Procedure for Charging Days of Absence for Personal Emergencies

- a. Absences for personal emergencies as specified in Article X, section H., 1. a., 1. b., 2. a., and 2. b., will not be chargeable to the teacher's bank of total days of absence with pay as established in sections A. and B. of this Article, but will be absences with pay in addition to the days in the teacher's total bank.
  - b. Absences as specified in Article X, section H., 1. c. will be charged to the teacher's bank of total days of absence with pay as established in Article X, sections A. and B.
  - c. Absences for personal emergencies to a maximum of three (3) days as specified in Article X, section H. 2. c. will be treated as absences for personal business, in accordance with the provisions of Article X, section G. 7.
4. Additional days, without pay, may be taken for the purposes described in Article X, section H., 1. and 2., c., with the approval of the teacher's immediate supervisor and the superintendent, in accordance with the provisions of Article X, section L. 3.

- I.
1. The teacher's accumulated total days of absence with pay each year may be utilized for reasons other than the reasons specified in Article X, sections F., G., and H., or for numbers of days of absence in excess of the numbers specified in sections G. and H., if the request is approved by the superintendent. The decision of the superintendent on such requests shall be final and not subject to grievance.
  2. The Association will be notified of all requests submitted in accordance with Article X, section I., and the decision on each request. The teacher's name and other personal details involved in the request will be maintained in confidence if the teacher asks for this consideration.

J. Absence Days for Summer School

1. Teachers employed to teach in the summer school session will be allotted a maximum of one (1) day of absence with pay for each three (3) weeks of summer employment. This allotment may be used during the summer session only. These days may be used for personal illness, personal business, and personal emergencies as described and restricted in this Article.
2. Unused summer school allotted days will not be cumulative.

K. Association Activities

1. Up to a total of twenty-five (25) workdays per school year may be used by the Association for absences of members to represent the Association. The Association will pay for the cost of the substitute(s) employed to replace such representatives and will pay all expenses involved with attendance at such activities.
2. Under ordinary circumstances, the bargaining unit member will notify the immediate supervisor at least two weeks prior to the intended absence. It will be clearly stated that the requested

absence is for Association activities, so that the payroll report can clearly show the reason for absence. In the event there is a particular need for the teacher's services relative to the teacher's professional obligations to the school district, the teacher will be immediately notified of this fact so alternative arrangements can be made. Within two days following the absence, the Association will submit in writing to the director of finance, the name of the Association representative and the date(s) of the absence.

L. Absences With Approval (Authorized Absences)

1. Absences without pay to a maximum of three (3) working days will be granted with the approval of the teacher's immediate supervisor and the director of human resources to a teacher to participate in a wedding. If days are used for this purpose under Article X. G., the total days in combination of paid and unpaid days shall not be in excess of three (3).
2. Absence without pay to a maximum of twenty-eight (28) calendar days will be granted to a teacher to care for, or to arrange for care for, a sick member of the teacher's immediate family. These days will be in addition to the days of absence with pay which are specified in Article X, section H. 1. a. and b. Extension of absence without pay for this purpose may be granted at the discretion of the District. An absence or an extension for this purpose shall not continue beyond the end of a school year.
3. Deductions from the teacher's salary for absences with approval but without pay shall be computed at the rate of 1/188 of the teacher's basic contractual salary per day's absence. Deductions for less than a full day shall be 1/7 of 1/188 of the teacher's basic contractual salary per each hour of absence.

M. Absences Without Approval (Unauthorized Absences)

Deductions from the teacher's salary for absence without approval shall be computed at the rate of 1/188 of the teacher's basic contractual salary per day of absence. Deductions for less than a full day shall be 1/7 of 1/188 of the teacher's basic contractual salary per each hour of absence. In addition, such unauthorized absence may subject the teacher to suspension without pay and/or further disciplinary action.

*Article XI*  
**TEACHER EVALUATION**

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

- E. Teacher performance shall be evaluated in light of all evidence pertinent to the discharge of the teacher's professional responsibilities and exercise of professional judgment.
- F. All monitoring of observation of the teacher performance will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared and signed by their evaluators and will have the right to discuss such report with their evaluators.
- G. Probationary teaching status is defined in the Michigan Teacher Tenure Act as four years for newly hired, non-Michigan tenured teachers and two years for newly hired, Michigan-tenured teachers. During probationary years, teachers will be regularly observed, will work with administrative supervisors to establish annual, individual development plans and will receive an annual written evaluation prepared by the evaluator. Periodic progress checks on individual development plans will be made between probationary teachers and their evaluators during each probationary year.
- H. Tenure teachers will be evaluated at least once every three (3) years after achieving tenure in the District. Each evaluation must be preceded by observation and a written evaluation will be prepared by the evaluator. A conference between the evaluator and the teacher will be held after each evaluation. Teachers also will be offered the opportunity to have a conference prior to the observation process and written evaluation being prepared, if they wish to have one.
- I. The teacher's overall performance will be characterized by one of three ratings: satisfactory, temporarily acceptable, or unsatisfactory. This does not limit the use of other descriptive terms within the written evaluation.
- J. Any complaints regarding a teacher made to the administration by any parent, student, or other person which will be considered in evaluating said teacher's performance will be promptly called to the teacher's attention.
- K. Each teacher will have the right, upon request, to review the contents of the teacher's own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information, such as confidential credentials and related personal references obtained at the time of initial employment, are specifically exempted from such review. The administrator will remove such credentials and confidential reports from the file prior to the review of the file by the teacher.
- L. If it becomes clearly evident that the work rendered by a tenure teacher or probationary teacher is becoming progressively less satisfactory with the passage of time and/or if it is determined at the time of evaluation that such performance is characterized as "temporarily acceptable," the following shall apply:
  - 1. The administrator shall notify the teacher in writing that such condition and/or conditions exist and shall enjoin the teacher to take the specific, constructive, stated action(s) deemed necessary to improve the quality of work rendered to the school district. Such notice, with corrective recommendations, shall be deemed by the teacher to constitute a fair and just warning. The Association will be notified by the District whenever a tenure teacher is warned in the manner prescribed by this section.
  - 2. As of the date of warning, the teacher shall have one calendar year to significantly improve the quality of performance.

3. The District reserves its right, notwithstanding this Article, to dismiss a teacher for just cause as provided under the Michigan Teacher Tenure Act.
- M. Any adverse evaluation of teacher performance asserted by the District or any agent or representative thereof will be subject to the grievance procedure herein set forth; provided, however, that nothing contained in Article XI, section M., will deprive the District of any rights which it has under the Michigan Teacher Tenure Act or under other Articles of this Agreement.

*Article XII*  
**TEACHER TENURE PROGRAM**

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

*Article XIII*  
**DISCIPLINE OF TEACHERS**

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

*Article XIV*  
**PROTECTION OF TEACHERS**

- A. Teachers will immediately report all cases of assault and/or battery allegedly suffered or committed by them in connection with their employment to their principal in writing.
- B. This report will be forwarded to the District which shall comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, the police, and the courts.
- C. The District will provide legal counsel to advise the teacher of the teacher's rights and obligations. In the event civil proceedings are brought against a teacher in the course of employment and the teacher is ultimately exonerated, or a settlement is achieved out of court, the District will reimburse the teacher for

legal counsel fees expended in an amount not to exceed the sum recommended as the minimum fee by the Midland County Bar Association. The teacher shall furnish the District with a statement from the teacher's legal counsel certifying the legal fees actually paid by the teacher, excluding any legal fees paid by insurance or from any other source.

- D. Time lost by a teacher in connection with any incident mentioned in this Article, not compensable under Worker's Compensation, shall not be charged against the teacher unless adjudged guilty by a court of competent jurisdiction.
- E. During the term of this Agreement the District will continue in effect its present insurance liability coverage for teachers.
- F. Teachers will not drive, nor ask other persons to drive, pupils to activities which take place away from the school building without the advance approval of the principal or other appropriate member of the administration.

### *Article XV*

## **TEACHER EMPLOYMENT, QUALIFICATIONS, ASSIGNMENTS and SENIORITY**

- A. All new teachers employed by the District for a regular teaching assignment shall be properly certificated or licensed as required by state law including annual vocational authorization permits for teachers certified under Section 390.1165, Rule 65, Administrative Rules governing the certification of Michigan teachers.
- B. Within fifteen (15) days after the first day of the school year, each teacher must have on file with the Human Resources Office a valid Michigan teaching certificate or other documents indicating same and transcript of credits. Failure to file the certificate or transcript by October 1 may result in withholding payment of salary until such filing has been completed.
- C. Teachers, other than newly appointed teachers, will be notified of their programs for the coming school year, including the school to which they will be assigned, the grades and/or subjects they will teach, and any special or unusual classes that they will have as soon as practicable, under normal circumstances not later than June 15.
- D. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and/or for good cause, outside the scope of their teaching certificates or any approval, authorization or permit, and/or their major or minor fields of study. To be qualified, teachers must also satisfy the highly qualified teacher requirements established by the Department of Education and State and Federal law, and the qualification standards set forth in Article XVIII, Section C.
- E. Changes in grade assignments in the elementary schools and in subject assignment in the secondary schools are sometimes necessary and even beneficial. To the extent possible, such changes in grade and subject assignment will be voluntary, but the District reserves the right to make such changes.
- F. Supervision by a teacher of a student teacher shall be voluntary.
- G. At the time of initial employment, or re-employment, if a teacher has had a regular full-time teaching contract (excluding substitute assignments) in a public school district in any of the most recent five (5)

years, the teacher's most current salary will be protected by the District, not to exceed step six (6) of the current applicable salary schedule. The salary to protect figure will be documented by providing a copy of the most recent contract, or through employer payroll records. The salary to protect will be for teaching duties only, and will not include any extra compensation for other duties provided. If the salary to protect figure falls between two steps on the District salary schedule, the teacher will be placed at the higher of the two steps but not higher than step six (6). Credit for work related experience for vocationally certified teachers may be granted, not to exceed step six (6) at the discretion of the District.

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

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

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

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

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

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

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

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

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

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

## *Article XVI* **PROMOTIONS**

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

## *Article XVII* **VACANCIES AND TRANSFERS**

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



time after the notification of a vacancy, all applicants will be informed that the position has been filled, or the notification withdrawn.

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

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

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

a. Voluntary Transfers

- (1) Teachers voluntarily wishing to transfer to another administrative unit(s) will submit a written request to the director of human resources stating the assignment preferred. Such requests must be submitted prior to March 1 for the succeeding school year. All requests will be acknowledged in writing. (See Appendix H)
- (2) Prior to the summer recess, the teacher making a request for a transfer will be notified of all open positions in other units in the District as these openings occur, if the teacher has indicated an interest in the area of the open positions and is certified to teach in this area. If the teacher wishes to be considered for any of the open positions, the teacher must inform the Human Resources Office of this interest within thirteen (13) calendar days of the date of notification. Applicants for transfer to an open position, who are members of the Midland staff, will be given preference over new employees if the applicants' professional and related background and experience are substantially equal to the capabilities of the new employee.

- (3) During the summer recess, teachers who have requests for transfer on file, which were not acted upon prior to the close of school, will be mailed postings of vacant positions as openings occur. A teacher receiving a posting, who wishes to be considered for one of the open positions, shall inform the Human Resources Office by the Friday following the date of notification.
- (4) Teachers who receive a rating of “Minimally Effective” or “Ineffective” are not eligible for a voluntary transfer at the conclusion of that year unless mutually agreed upon by the District and the Association.

b. Involuntary Transfers

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

- (6) Teachers being involuntarily transferred may request an interview with the principal (or other equivalent supervisor) of the unit to which transfer is being contemplated.
- (7) Should an appropriate vacancy occur during the summer in the building from which a teacher has been involuntarily transferred, that teacher will have the top priority to return to this open position.
- (8) The placement of involuntary transfers will have a priority over the relocation of voluntary transfers, the placement of teachers returning from leave, or the placement of newly hired teachers.

C. Whenever there is a change in grade configuration (e.g., sixth grade from elementary to intermediate/middle school, ninth grade from intermediate/middle school to high school), it will be necessary for a number of teachers to transfer from one administrative level to another.

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

- d. Once involuntary transfers from overstaffed middle school buildings have been identified, seniority in the District will be used to determine assignment to open positions for which a teacher is certified to teach. The most senior involuntary transfer will be given first opportunity to select a position for which the teacher holds certification. This process will be applied from most senior through least senior involuntary transfers from overstaffed middle school buildings.
  - e. Involuntary special education transfers will be determined in the same way that involuntary regular education transfers are determined. This process is outlined in Article XVII C. 1. through 3. Transfers to regular education from special education will be determined through the voluntary process and not through the involuntary process.
3. Teachers who have been involuntarily transferred because of a change in grade configuration, and wish to be transferred again in any succeeding year, will have all the rights and privileges guaranteed in Article XVII, B. 2. a., paragraphs (1) through (3).

### *Article XVIII* **REDUCTIONS IN PERSONNEL**

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

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

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

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

As a result of staff reductions the following will occur:

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

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

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

### *Article XIX*

## **SUBSTITUTE SERVICE FOR TEACHERS**

- A. The District will maintain a list of substitute teachers to be utilized by the administration, when teachers are absent from their assignments.
- B.
  1. In those cases where substitutes are not available in the secondary schools, and a teacher voluntarily agrees to serve one class period as a substitute during a non-teaching period of the regular daily assignment, the teacher will be paid the B.A. minimum hourly rate (Category I, Step 1, rate divided by 186, divided by 7). 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 who carries out the instruction 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, or other teachers substitute for classroom teachers, the same rate will apply.
  3. In each such instance, the elementary classroom teacher who has provided said auxiliary class instruction will notify the school principal in writing that this has been done.
  4. Payment for all services rendered pursuant to the provisions of Article XIX, section B. 1. or B. 2., will be made in the regular paychecks for the pay periods in which said services are rendered.
- C. Positions which will be vacant for at least one semester will be filled by personnel who have met the state certification requirements.
  - D. Auxiliary teachers will not be utilized as substitutes in the elementary schools, except in emergencies.
  - E. All teachers will prepare in advance written lesson plans for the classes they teach. These lesson plans, except in cases of extreme emergency, will be made available to the substitute for at least one or two days of teaching.
  - F. A certificated person will be responsible for every scheduled class. In the event of an emergency and a non-certificated person is temporarily assigned to a class, a certified teacher will be designated to provide assistance to the temporary emergency substitute as may be required.

***Article XX***  
**TEACHER HOURS AND DUTIES**

- A. Teachers will be on duty to supervise students 15 minutes prior to the start of the instructional day at the secondary level and 5 minutes prior to the start of the elementary instructional day.
- 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.
  1. 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.
- C. One-half (1/2) hour per day of paraprofessional time for every 100 students, or fraction thereof, in grades three through five will be assigned to each elementary school building to be used as the teaching staff wishes. In no case will less than two and one-half (2-1/2) hours be assigned.
- D. An elementary classroom teacher shall be assigned not more than six (6) hours four (4) minutes per day,

grades K-5, or twenty-seven and one half (27.5) hours per week.

No less than six (6) hours and forty-five (45) minutes of conference and preparation time will be provided weekly for elementary teachers grades K-5.

The equivalent of one day (to be scheduled in half-day increments) will be scheduled for additional collaborative planning time at the elementary level. The structure of the collaborative planning activities will be determined at the building level (administration/teachers). Students will be released during this.

- E. A high school and middle school classroom teacher shall be assigned:
1. Not more than five (5) periods per day or twenty-five (25) periods per week of providing instruction services. Each period is to include supervision of students prior to class or session as defined in Article XX, Section C.
  2. Not less than two (2) periods per day or ten (10) periods per week of providing conference and preparation services. Part-time teachers will be assigned a percentage of conference and preparation time proportionate to the F.T.E.
  3. To teach in not more than two (2) subject areas. Sixth grade teachers at the middle school level are limited to three (3) subject areas. Language arts is considered one subject area.
  4. No more than three (3) preparations per semester except in certain classes such as foreign language, music, industrial arts/technology education, home economics/life management, and specialized English courses where the variety of levels or the similarity of activities makes it impractical to have such limitations.
    - a. It is understood that efforts will be made to avoid scheduling multiple level classes consisting of non-adjacent levels (i.e., I and III) or more than two levels (i.e., I, II, III) per semester.
- F. An auxiliary classroom teacher shall be assigned variable amounts of instruction and conference and preparation time matching, in total, the instructional and conference/preparation time assigned to elementary classroom teachers.
- G. Counselors, media specialists, school social workers, school psychologists, therapists, speech pathologists, and teachers in comparable assignments in support of the classroom instruction process shall be assigned a comparable workday to that of other teachers assigned to the same building or buildings.
- H. Summer scheduling is the responsibility of building administration. Administration can request that counselors provide services during the summer in return for compensatory time that would be scheduled, with administrative approval, during the school year. An administrative request for summer services must be agreed to by the counselor.

Each high school counselor may work up to ten (10) extra contractual days during the summer, at a per diem rate, by mutual agreement between the high school counselor and his/her supervisor as to the actual work schedule. Any time required or requested above ten (10) days will be granted as compensatory time.

All non-contractual evening meetings will continue to be optional. The administrator has the discretion, with agreement from the counselor, to use comp/flex time to meet counseling needs for those non-

contractual meetings outside the school day.

Comp/Flex time will be equal to time spent outside the contractual day.

- I. It is recognized that it is important for the elementary classroom teacher to be acquainted with the auxiliary instructional program. It is the responsibility of 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:
  - 2. Elementary schools - no less than forty-five (45) minutes.
  - 3. Secondary schools - no less than forty (40) minutes including passing time (see C of this Article).
- 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 due to inclement weather, 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.

### ***Article XXI*** **CLASS SIZE**

For the 2009-2010 school year the District will schedule secondary classes based on a ratio, across the secondary buildings, of less than twenty-five (25) students to one (1) regular education classroom teacher.

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



1. Elementary Schools

	<u>Maximum</u>
Kindergarten .....	25
First Grade .....	25
Second Grade .....	25
Third Grade .....	28
Fourth Grade .....	28
Fifth Grade .....	28
Split Grades .....	24

- a. The District will offer paraprofessional assistance to a teacher if the maximum class size is exceeded: One (1) hour of paraprofessional assistance per day for each student over maximum. The teacher has the right to refuse such assistance. For teachers in grades kindergarten through second grade this formula shall be adjusted to one and one-half (1.5) hours of paraprofessional assistance per day for each student over maximum.

The District will pay a stipend of \$1,840 for each student over the specified class size maximum, unless the teacher requests paraprofessional assistance. In order to qualify for the stipend, the additional student(s) must be present/counted on the designated count day (fall and spring). If the student is present/counted for only one of the two count days, the teacher is eligible for one-half of the stipend. Mainstreamed students who create an overload for one hour at the elementary level and who are present/counted on the designated count day (fall and spring) may qualify the teacher for a \$360 stipend in lieu of paraprofessional assistance. If the student is present/counted for only one of the two count days, the teacher is eligible for one-half of the stipend. The principal will assign the overload stipend unless the teacher requests paraprofessional assistance within two weeks after count day.

Paraprofessional assistance may be accepted at other times during the year if an overload occurs as specified, but the teacher will not be eligible for the stipend.

- b. Kindergarten sections exceeding the maximum will receive half of the allotted paraprofessional time/stipend listed in Article XXI, section A. 1. a.
- c. If a paraprofessional assistant has been assigned a teacher and the class size is subsequently reduced below the qualification point, the assistance provided the teacher will be maintained for an additional two (2) weeks.
- d. Paraprofessional time will be assigned to a regular classroom teacher when a student, identified as a special education student, is integrated into the regular classroom if the student's needs identified in the IEPC require such paraprofessional time. The amount of time provided will be determined by the IEPC.

2. Secondary Schools

	<u>Maximum Class Size</u>
Sixth Grade.....	28
Art .....	30
English.....	30

Speech/Dramatics .....	30
Social Studies .....	30
Math .....	30
Science .....	30
Foreign Language.....	30
Drafting .....	30
Shop Classes.....	26
Homemaking .....	28
Typing .....	36
Business Education.....	30
Music.....	No Limit
Physical Education .....	38
(excluding varsity sports classes)	
Swimming .....	33
Study Halls .....	130

- a. The District will offer paraprofessional assistance to a teacher if the maximum class size is exceeded: One (1) hour of paraprofessional assistance per week for each student over maximum. The teacher has the right to refuse such assistance.

The District will pay a stipend of \$360 for each student over the specified class maximum, unless the teacher requests paraprofessional assistance. In order to qualify for the stipend, the additional student(s) must be present/counted on the designated count day (fall and spring). If the student is present /counted for only one of the two count days, the teacher is eligible for one-half of the stipend. The principal will assign the overload stipend unless the teacher requests paraprofessional assistance within two weeks after count day.

Paraprofessional assistance may be accepted at other times during the year if an overload occurs as specified, but the teacher will not be eligible for the stipend.

- b. Eighty percent (80%) of the maxima listed above will constitute the maxima for classes where the number 1 is the last digit in the course number.
- c. If a paraprofessional assistant has been assigned a teacher and the class size is subsequently reduced below the qualification point, the assistance provided the teacher will be maintained for an additional two (2) weeks.

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.

- B. 1. The number of students assigned to a cooperative education coordinator will meet the requirements of the Michigan Department of Education for vocational education reimbursement.

2. The number of students assigned to a work experience coordinator will not exceed twenty-five (25) students per teacher-coordination hour.
- C. In the event of operation millage failure(s), or if significant changes made by the State of Michigan in its methods of financing schools affect the maintenance of the standards set forth in this Article, the District or the Association may, at its option, reopen negotiations. The negotiations would relate to class size as set forth in this Article and its subsections.

*Article XXII*  
**NON-TEACHING DUTIES**

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

*Article XXIII*  
**TEACHING MATERIALS**

- A. Teachers in all instructional areas will be provided with approved textbooks and instructional materials for teaching students. The District will confer with teachers from time to time for the purpose of improving selection and use of such educational tools, as well as for the maintenance of uniform District policy with respect to selection and use of these educational tools.
- B. Prior to changing a textbook or selecting a new textbook, the teachers affected and/or a committee of such teachers will be given the opportunity to meet and consult with the superintendent or designee regarding the proposed change or selection. Similarly, the Association, if it desires to initiate a change in a textbook or select a new textbook, may notify the administration. Then the Association, through appropriate committees, and the administration will meet at a mutually satisfactory time and place to discuss said matter. The Board's decision will be final.
- C. After each teacher has had an opportunity to order supplies and the order is approved by the building principal, it will not be changed or rejected without notification to and consultation with the teacher except in cases of emergency.

***Article XXIV***  
**TEACHER FACILITIES**

Each school will have the following facilities:

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

***Article XXV***  
**SALARIES**

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

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

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

	<u>Fraction of Full-time</u>	<u>Step Placement</u>	<u>Evaluation of Step Placement if Returning to Part-time in 1995-96</u>
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 XXVI**  
**INSURANCE**

A. Group Life Insurance

1. Group term life insurance in an amount equal to twice the basic school year salary, as provided in Appendix A, rounded off to the next higher thousand dollars, will be provided by the District.

2. The group life insurance will be provided for each teacher employed (both part-time and full-time).
3. The District will pay the full premium cost of this group term life insurance.

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

[http://www.mps.k12.mi.us/assets/559/Midland\\_Public\\_Schools\\_2011\\_PPO\\_Plan\\_12-6-10.pdf](http://www.mps.k12.mi.us/assets/559/Midland_Public_Schools_2011_PPO_Plan_12-6-10.pdf)

1. a. Spouses of Midland Public Schools employees are required to enroll in health insurance programs which are available through their employer by October 1, of the current school year. Primary care for dependents other than spouses will follow the established "birthday" rule.
- b. If a husband and wife are both employed by the district the health insurance coverage for both and/or their children if any will be considered either 2-person or full family coverage. The "birthday" rule, as defined in the summary plan description, will be used to determine the policy holder and contributing employee.
2. a. Enrollment in the group health insurance program will be open only to teachers employed seventy-five percent (75%) or more of a full teaching load.
- b. A teacher must elect to be enrolled in the group health insurance program within thirty-one (31) calendar days of the teacher's effective date of employment. After this thirty-one (31) calendar day period, a teacher may enroll in the program at any open enrollment period established by the insurance carrier. The District agrees to obtain from the insurance carrier the dates of the open enrollment period for each year of this Agreement and to notify the Association of such dates.
- c. A teacher, who has been covered through family coverage by a group health insurance program provided by another employer and ceases to be eligible for this coverage, will be immediately eligible upon application for enrollment in the District's group health insurance program without waiting for the next open enrollment period as specified in Article XXVI, section B. 2. b.
3. a. It is agreed that the District will pay costs as outlined in the District's Summary Plan Description for eligible association members.
  1. Effective January 1, 2013, the following benefits for covered employees will be amended as follows:
    - Co-pays: (Dr. \$15 / UC \$30 / ER \$60)
    - Deductibles: \$200 / \$400 (in-network)
    - Pharmacy \$4 /\$15 (generic/brand)
    - DAW2 (Dispensed as written 2)
    - 130% of Medicare covered costs with the District covering any additional cost incurred by the member of their dependent if over the 130% Medicare covered costs.
    - The above changes to 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.

- 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 self-insured 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. Teachers will have thirty (30) days after an agreement is officially ratified to opt of insurance for the 2012-2013 school year.
  - 2. A person may opt out of insurance coverage throughout the school year, however that person may not re-enroll in the insurance plan until open enrollment.
  - 3. 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.
  - 4. 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 rate for the current insurance policy exceeds the state mandated hard cap allowance, the amount of employee premium contributions as defined in Paragraph B.3.b. of Article XXVI will be applied to the state mandated requirement for employee premium share for the hard cap provision defined in Paragraph B.3.a.1. of Article XXVI.

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

### C. Group Dental Insurance

- 1. Effective September 1, 1977, and continuing for the duration of this Agreement, the District will provide a group dental insurance program for teachers with benefits which will be comparable with the benefits of dental insurance programs provided by other major employers in Midland. Modifications providing increased benefits were made beginning in the 1988-1989 school year.
  
- 2.
  - a. Enrollment in the group dental insurance program will be open only to teachers employed seventy-five percent (75%) or more of a full teaching load.
  
  - b. A newly-employed teacher who is eligible for enrollment in the District's group dental insurance program must elect to be covered within thirty (30) calendar days from the teacher's effective date of employment. After this thirty (30) calendar day period, a teacher eligible for enrollment may enroll in the program at any open enrollment period established by the insurance carrier.

- c. The provisions of Article XXVI, section C. 2. b., will also apply to a teacher returning from leave of absence who has not continued enrollment in the District's group dental insurance program while on leave of absence.
  - d. A teacher who certifies to the District that the teacher is no longer eligible for coverage by a group dental insurance program provided by another major employer will be immediately eligible upon application for enrollment in the District's group dental insurance program without waiting for the next open enrollment period as specified in section C. 2. b.
  - e. If a husband and wife are both employed by the District, the dental insurance coverage for both and for their children, if any, will be provided through family-unit coverage.
- D. The District will continue to provide the Long Term Disability program at no cost to teachers (both part-time and full-time).

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

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

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

***Article XXVII***  
**LOCAL RETIREMENT PAY**

- A. If a teacher has completed ten (10) or more years of service in the Midland school system, the teacher will be paid fifty dollars (\$50) for each year of service in Midland up to a maximum of one thousand dollars (\$1,000), if the teacher terminates employment under any of the following circumstances:
  - 1. Voluntary retirement under the provisions of the State Retirement Act.
  - 2. Forced retirement, prior to regular retirement age, for health reasons.



- B. The rate of fifty dollars (\$50) will be changed to 1% of the Category I, Step 1 salary for the year in which the teacher retires for each year of service in Midland for those bargaining unit members who announce their severance from the District at least ninety (90) days prior to departure, but not earlier than August 1. For those retiring at the conclusion of the school year, notification must take place no later than March 1. Bargaining unit members must notify the director of human resources of their intention to retire. In these cases, the District will have the option to hire a new teacher or fill the position with a guest teacher for the remainder of the school year.

Teachers who notify the district of their intent to retire by March 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.

- B. 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.
- C. Contractual benefits for June retirees will continue through August 31 unless the retiree requests an earlier termination of benefits.

***Article XXVIII***  
**PERSONAL INJURY BENEFITS**

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

**Article XXIX**  
**SUMMER SCHOOL**

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

**Article XXX**  
**SCHOOL CALENDAR AND TEACHER YEAR**

- A. The District and the Association agree that it is in the best interest of students, staff, and community to have an agreement on the following year's calendar by a Board of Education meeting in March.  
  
However, the Association and the District recognize that the calendar is a mandatory subject of bargaining and therefore may be impacted by decisions made during negotiations between the two parties. Any district calendar published by the Board of Education will state that it is subject to change.
- B. The calendar approved by the Board will meet the following provisions:
  - 1. The Number of workdays for teachers to report to work in the calendar will be determined through the negotiations process. But the negotiated workdays shall not exceed 186 assigned workdays for teachers in the school year. For the 2012-2013 school year, there will be no more than 186 assigned workdays for the teacher in the school year. For the 2013-14 school year there will be no more than 186 assigned workdays for the teacher in the assigned school year.

2. Included within the teacher work year will be three (3) workdays without students in attendance. The three (3) days will be utilized as follows:
  - a. One (1) days for start-up activities and teacher preparation.
  - b. One (1) workdays for all teachers at the end of the first semester.
  - c. One (1) workdays 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 required number of instructional days and hours of instruction.
  - e. Additionally, there will be 36 hours of Professional Development. The assignment of these hours will be negotiated as terms of the collective bargaining agreement.

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

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

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

- f. There will be 19 hours of record time included in the calendar negotiated for the collective bargaining agreement.
3. The following holidays and vacation days on which school will not be in session shall be incorporated in the school calendar: Labor Day, Thanksgiving Day and the Friday following, Christmas Eve, Christmas Day, New Year's Day, the weekdays between Christmas and New Year's, Good Friday, and Memorial Day. The national or state designations of the dates on which holidays fall will be followed in the Midland Public Schools calendar. Following State Law, the placement of the winter and spring breaks will be established by the Midland County Educational Service Agency (MCESA).

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

4. The Contract Review Committee will begin meeting no later than November 30<sup>th</sup> to develop a calendar for the following school year or years. They will meet once a month or more, as needed, through February to take a recommended calendar to the Board of Education in March.

5. The Association and District agree that the calendar may be required by the State of Michigan to be altered to meet new State requirements. If that were to happen, the Contract Review Committee will meet to appropriately amend the calendar to be in compliance with the State of Michigan Regulations.
  6. In addition to the above specifications, teachers new to the school system will report for orientation purposes one day before the start of the regular school year for all other teachers.
- C. School districts are required by the State of Michigan to make up all days/hours of instruction canceled because of bad weather if the cancellations bring the total days/hours of instruction, without make up, to less than the state mandated days/hours of attendance minus grace allowances provided by the state. Contractual days/hours of instruction minus grace allowances will be made up if state required days/hours of instruction are not met.

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

***Article XXXI***  
**MEMBERSHIP, FEES, AND PAYROLL DEDUCTIONS**

- A.
1. All teachers in the bargaining unit (with the exception of those referred to in section B., below) employed by the District to teach at least fifty percent (50%) of a full-time assignment shall be bound by the terms of this section A.
  2. These teachers shall sign and cause to be delivered to the District within thirty (30) days after the first date of their teaching service, an ~~Assignment of Wages~~ form indicating their choice of one of the two conditions set forth below.
  3.
    - a. Full membership in the Association and payment of dues by ~~payroll deduction, or~~ payment in cash directly to the Association.
    - b. Representation by the Association and payment of representation fee by ~~payroll deduction or~~ payment in cash directly to the Association.
  4. Authorizations for membership in the Association submitted prior to the ratification of this Agreement shall be subject to Article XXXI, section C.
  5. In the event that the teacher fails to comply with the provisions of Article XXXI, section A., within thirty (30) calendar days after the teacher's first date of teaching service in any given year, the failure shall be considered by both parties as just and reasonable cause for discharge.
  6. If a teacher who chooses to pay membership dues or representation fee in cash fails to do so in full within sixty (60) days after the first date of teaching service in any given year, such failure shall be considered by both parties as a just and reasonable cause for discharge.

- B.
1. All teachers in the bargaining unit employed by the District to teach at least fifty percent (50%) of a full-time assignment who were not members of the Association prior to May 16, 1972, shall be bound by the terms of Article XXXI, section B.
  2. These teachers shall sign and cause to be delivered to the District within thirty (30) days, an ~~an Assignment of Wages~~ form indicating their choice of one of the two conditions set forth below:
    - a. Full membership in the Association and payment of dues by ~~payroll deduction, or~~ payment in cash directly to the Association.
    - b. Representation by the Association and payment of representation fee by ~~payroll deduction, or~~ payment in cash directly to the Association.
  3. In the event that the teacher fails to comply with the provisions of Article XXXI, section B., within thirty (30) calendar days after the teacher's first date of teaching service in any given year, the failure shall be considered by both parties as just and reasonable cause for discharge.
  4. If a teacher who chooses to pay membership dues or a representation fee in cash fails to do so in full, such failure shall be considered by both parties as a just and reasonable cause for discharge.
- C.
1. ~~Once given, authorization to deduct representation fee or a dues payment, through an Assignment of Wages form, shall continue in effect without renewal for the duration of this Agreement. A teacher who wishes to change the authorization must submit the change in writing by September 1 of a given year. Notice of such change of authorization must be sent to the director of human resources with a copy to the Association.~~
  2.
    - a. The Association will certify to the District in writing by September 1 of each calendar year the amount of the membership dues (MCEA, MEA, NEA) and the amount of the representation fee.
    - b. If any of said associations shall change the rate of membership dues, the Midland City Education Association will give the District written notice thirty (30) days prior to the effective date of such change.
  3.
    - a. ~~The deduction of membership dues or representation fees shall be made from 20 consecutive paychecks beginning in September of each year.~~ Teachers employed at any time during the school year shall pay a total of dues or representation fee in the same proportion that the number of months they work in that year is to the ten (10) months of the full school year.
    - b. ~~The District agrees to transmit promptly the monies teachers individually and voluntarily authorize the District to deduct to the Association accompanied by a list of teachers from whom the deductions have been made.~~
    - c. The Association shall hold the District harmless on account of any dues or representation fees ~~deducted and remitted to the Association pursuant to this Agreement.~~
- D. The procedure in all cases of discharge for violation of this Article shall be as follows:
1. The Association shall notify the teacher of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance, shall provide ten (10) days for compliance, and shall

further advise the recipient that a request for discharge will be filed with the District in the event compliance is not effected.

2. If a teacher fails to comply, the Association may file charges in writing with the District, and may request termination of the teacher's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charges.
  3. The District, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges. To the extent that said teacher is protected by the provisions of the Michigan Teacher Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges will be withdrawn. The Association, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the dues, or representation fee.
  4. The employment of any teacher whose employment is to be terminated under the provisions of this section shall be continued in normal function until the end of the semester following the time when there is a final decision which exhausts the teacher's right to appeal by an agency or court of competent jurisdiction upholding such termination.
  5. In cases in which a teacher or teachers contest a discharge under the provisions of this Article, and it is necessary for the District to defend its position and to engage legal counsel and to incur expenses in so doing, the Association agrees to pay all such expenses so incurred by the District, not to exceed the sum recommended as the minimum fee by the Midland County Bar Association.
  6. In the event the District, acting on the request of the Association, discharges or attempts to discharge a teacher for failure to comply with Article XXXI, sections A. or B., the Association agrees to indemnify and hold the District harmless from any and all damages and judgments including the payment of unemployment compensation which may result from such action except for any loss which may be caused by malfeasance or misfeasance of the District's employees or agents.
- E. It will be the responsibility of the Association to verify teachers' life memberships in the MEA and/or NEA and to notify the District of such life memberships.
- F. The Association agrees that the statement in Article XXXI, sections A. and B., referring to "all teachers in the bargaining unit employed by the District to teach at least fifty percent (50%) of full-time . . ." is not a qualification for employee eligibility for insurance benefits. The qualification for insurance benefits is correctly stated in Article XXVI.
- G. If judicial clarification or legislative action makes such language in Article XXXI legal the successor agreement language will revert to original contract language. See Appendix K.

### ***Article XXXII*** **GENERAL**

- A. Subject to the provisions of Articles VI and XXXI of this Agreement, there will be no reprisals of any kind taken against any teacher by reason of membership or non-membership in the Association or participation or nonparticipation in its activities.

- B. Teachers will be entitled to full rights of citizenship and no religious or political activities of any teacher, or the lack thereof, will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- C. The Association will be notified and will have the opportunity to consult with the District with respect to contemplated millage increases prior to public announcement.
- D. The District will, upon request, provide the Association with any public documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with any other available information which may be necessary for the Association to process grievances under this Agreement.
- E. The Association will be provided with copies of minutes of official Board meetings and all other printed materials that are available to the public and are distributed to Board members at official meetings as soon as possible after such meetings. A copy of the official agenda of the meeting will be available to the Association at the superintendent's office prior to said meeting.
- F. Copies of this Agreement will be prepared at District expense and a copy will be given to each teacher.
- G. If a new position in the bargaining unit is established, the District will negotiate with the Association over the appropriate salary for such position.
- H. The Association shall furnish the District with written notice of the names of its building representatives, officers, and members of its grievance committee and such changes as may occur from time to time.
- I. All individual teacher contracts shall be made expressly subject to the terms of this Agreement.

***Article XXXIII***  
**DURATION OF AGREEMENT**

This agreement shall remain in full force and effect upon ratification and through August 27, 2014.

**Appendix A**  
**SALARY SCHEDULE FOR TEACHERS**

- A. 1. The salary schedule increase for 2010-2011 and 2011-2012 will be 0% over the 2009-2010 schedule.
- 2. The salary schedule for the 2012-2013 will be decreased under the 2011-2012 schedule by 2%.

For the 2012-2013 school year the teachers will take three (3) furlough days from the 186 days scheduled by contract. Deductions will be based on base pay divided by 186 days and then multiplied by 183 to determine the amount to be paid as base salary for the 2012-2013 school year only. The effect will be to spread the deduction over all of the elected pay periods.

Teachers will not be asked to report to work on any three of the following records days as compensation for the above furlough days: the first two full days of records at the beginning of the school year, the semester full day of records, or the end of the year full day of records. Teachers are not required to work on these days. All necessary work must be completed by the required

deadlines.

3. The salary schedule for the 2013-2014 will be decreased under the 2012-2013 for 0% up to 2% based on the formula described in the succeeding Paragraph A.4. of Appendix A.
4. The parties will work collaboratively to determine the items below used in calculating the formula:
  - a. The parties agree that any salary concession for 2013-2014 shall be determined according to the formula set forth below. The reduction will not exceed 2%.
  - b. Revenue is defined as General Fund unrestricted revenue. Excluded will be all restricted Federal revenue, gifts and grants, state funding for the Juvenile Care Center, and any other revenue restricted to a specific purpose, including lease proceeds. Revenue also includes contributions paid by MCEA members to offset the cost of their insurance (i.e. premium sharing).
    - (1) Revenue will be calculated in July after the completion of the on-site audit.
    - (2) Any staff paid with restricted revenues will be excluded from the compensation calculation below. (Examples: Title I, Title IIa, IB, and ICT)
    - (3) Revenue will be adjusted up or down by the changes caused by increases or decreases in the MPSERS rate as calculated in Paragraph A.4.e. below.
  - c. Compensation includes all direct compensation paid to a member of the MCEA. Included are:
    - (1) Base wages
    - (2) Longevity
    - (3) Graduate credit
    - (4) Vocational endorsement and auxiliary payments (does not apply to years after 2009-2010)
    - (5) Extra compensation and athletic stipends
    - (6) Mileage stipend (through 2011-2012 school year only.)
    - (7) Loss of C & P stipend (through 2011-2012 school year only.)
    - (8) Class overload stipend



- (9) Payments for:
    - (a) Working athletic events
    - (b) Subbing during C & P
    - (c) Professional development
    - (d) Summer studies
    - (e) Mentoring
  - (10) All other direct compensation paid as a result of the negotiated agreement with the MCEA. Specifically excluded will be the retirement stipends of Article XXVII.
  - (11) If additional employee contributions to MPSERS are required as the result of retirement reform, those increases will be subtracted from each member's compensation in determining the total compensation for the group.
  - (12) Compensation will be calculated in July after the payroll accrual for summer wages has occurred.
- d. Benefits are those paid by the Board of Education on behalf of the employee and include:
- (1) FICA and Medicare
  - (2) Retirement
    - (a) Retirement costs will be adjusted up or down by the changes caused by increases or decreases in the MPSERS rate as calculated in paragraph A.4.e. below.
  - (3) Medical
  - (4) Dental
  - (5) Life
  - (6) Long-term disability

- (7) Accidental death and dismemberment
  - (8) Vision
  - (9) FICA, Medicare, and retirement costs will be calculated in July after the payroll accrual for summer wages has occurred.
  - (10) All other benefits will be calculated on a fiscal year basis (July through June) using the monthly benefit spreadsheets prepared by the Payroll Administrative Assistant. July and August benefits for retirees will be included in the fiscal year following their retirement.
- e. Changes in district retirement costs will be calculated as follows:
- (1) Total District and MCEA wages and retirement costs for the year will be determined in July after the completion of the on-site audit.
  - (2) The effect of the change of rate will be calculated by multiplying the total wages by the previous year's rate and subtracting the result from the current year retirement costs. A positive result indicates increased costs and will be subtracted from revenue as described in Paragraph 4.b.iii.
  - (3) The effect of the change of rate will be calculated by multiplying the MCEA wages by the previous year's rate and subtracting the result from the current year retirement costs. A positive result indicates increased costs and will be subtracted from MCEA compensation as described in Paragraph 4.d.ii.
- f. Using the methodology above, the following will be determined for each year 2010-11 through 2012-13:
- (1) MCEA total compensation
  - (2) General Fund revenue
  - (3) MCEA total compensation as a percent of General Fund Revenue
- g. The percentages of Paragraph 4.f.iii. will be averaged to create a three year average. If the formula is used beyond 2013-14, a new three year average will be calculated. The intent is to create a three-year rolling average to smooth our changes in staffing levels and avoid large swings in the salary schedule.
- h. 2012-13 revenue will be subtracted from 2011-12 revenue to determine an absolute dollar change. This amount will be multiplied by the rolling percent identified in item

7 above to determine the amount of the shortfall (or excess) attributable to the MCEA. Dividing that amount by the total 2012-13 base wages will produce the percent reduction (or increase) to be applied to the salary scale. For 2013-14, a reduction may not exceed 2%; there will be no increase.

- i. Prior to the beginning of the 2014-2015 school year: On November 1, 2013 discussion will begin as to whether the formula will be used for the 2014-2015 school year. In absence of an agreement with using the formula, formal negotiations will begin.
- B. The indices for Step 1 of Categories I/II, III, IV, and V will remain the same throughout the duration of the contract compared to 2004-05. In 2012-2013 a Category VI (MA+45) will be added with an index of 1.1775.
- C. Steps 2 through 13 within the schedule for Categories I/II, III, IV, V, and VI will be determined by dividing the difference between Step 1 and Step 14 in a given category by 13 to determine the amount each step will differ from the previous step within a category.
- D. Salary Schedule Advancement
  1. Teachers will advance from one Step to the other each year up through Step 14 as described in Article XXV.E.
  2. In the 2011-2012 school year, teachers on Step 1 through 14 will not advance on the Step schedule, but Step advancement will resume one Step each year at the beginning of the 2012-13 school year and each year thereafter until Step advancement on the schedule is exhausted.
  3. 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. 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.
  4. The language in Paragraph D.4 and D.5 only apply through February 28, 2013.

Teachers who are qualified and approved for:

Categories I through IV, Steps 1 through 14, are eligible to take course work for advancement to Category V on the salary schedule at any time.
  5. Teachers who are qualified and approved for:

Category V, Step 14 by the last teacher work day in June of the current school year are eligible to

take course work for advancement on the salary schedule at any time after the last teacher work day in June of the same school year.

Category V, Step 14 before March 1 of the current school year are eligible to take course work for advancement on the salary schedule at any time beginning second semester of the current school year.

Category V, Step 14 after the last teacher work day in June, but before October 1 of the following school year are eligible to take course work for advancement on the salary schedule at any time after approval.

Teachers at Category V, Step 14 are eligible to earn an additional 1% of the Category V, Step 14 rate for each three (3) credit hour course approved by the Director of Human Resources. A maximum of 15 credit hours may be earned beyond the salary established for Category V, Step 14 (or a pay increase of 5% beyond the Category V, Step 14 amount).

6. After February 28, 2013, Category IV MA+15 will be closed for future advancement for teachers with a Master of Arts Degree. Teachers wishing to advance beyond Category III MA will need to complete 30 credit hours of approved course work. Teachers who have already reached Category IV MA+15 prior to February 28, 2013, will continue Step advancement in that Category.
7. After February 28, 2013, teachers on Step 1 through Step 14 taking course work for advancement on the salary schedule for credits beyond MA+30, must complete an additional fifteen (15) approved credit hours before advancing to Category VI MA+45.
  - a. Teachers between Category V Step 14 and Category VI will be paid at their current level on the wage scale until completing the full fifteen (15) hours needed to reach Category VI MA+45.

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

F. Teachers who have completed fifteen (15) years of certificated service with the Midland Public Schools will be paid an additional \$115 per year beginning in the sixteenth (16<sup>th</sup>) year (e.g., year 16 - \$115, year 17 - \$230, year 20 - \$575). Years of service are equal to years of service credited by the Human Resources Office.

In year 2011-2012 teachers who have completed fifteen (15) years of certificated service and beyond will not advance in the additional pay described above. In 2012-2013 and each year beyond teachers who have completed fifteen (15) years of certificated service will resume making advancement as described in the above paragraph (e.g., year 16 (2010-11) - \$115, year 17 (2011-12) – \$115, year 18 (2012-13) - \$230, year 19 (2013-14) - \$345).

## Appendix A

### 2012-2013 SALARY SCHEDULE FOR TEACHERS

CATEGORIES	I	II	III	IV	V	VI
Index	1.0000	1.0000	1.0510	1.0970	1.1420	1.1775
	B.A.	B.A. + 18 Semester Hours	M.A.	M.A. + 15 Semester Hours	M.A. + 30 Semester Hours	M.A. + 45 Semester Hours
Step						
1	\$37,162	\$37,162	\$39,057	\$40,767	\$42,439	\$43,758
2	39,629	39,629	41,848	43,680	45,472	47,005
3	42,096	42,096	44,639	46,594	48,505	50,251
4	44,563	44,563	47,430	49,507	51,537	53,498
5		47,030	50,221	52,420	54,570	56,744
6		49,497	53,012	55,334	57,603	59,991
7		51,964	55,803	58,247	60,636	63,237
8		54,431	58,594	61,160	63,668	66,484
9		56,898	61,385	64,073	66,701	69,730
10		59,365	64,176	66,987	69,734	72,977
11		61,832	66,967	69,900	72,767	76,223
12		64,299	69,758	72,813	75,799	79,470
13		66,766	72,549	75,727	78,832	82,716
14		69,233	75,340	78,640	81,865	85,963

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

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 (2008-2009 school year) 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.

### **2012-2013 Salary Schedule For Electronic Learning Facilitators**

Rates reflect a 2% reduction. Work days are calculated July 1 through June 30

	<b>207 work days</b>	<b>226 work days</b>
Year 1	\$ 35,906	\$ 39,200
Year 2	36,981	40,376
Year 3	38,091	41,587
Year 4	39,233	42,835
Year 5	40,410	44,120
Year 6	41,664	45,684
Year 8	44,171	48,224
Year 10	46,675	50,960
Year 15	55,651	60,760

**Appendix B**  
**PLACEMENT ON SALARY SCHEDULE -**  
**CATEGORY QUALIFICATIONS**

- A.
  - 1. To qualify for a higher category on the salary schedule, all advanced study hours must be in the area of the teacher's teaching major or minor, or must be in a program approved by a college or university leading to a master's degree or a degree beyond the master's degree.
  - 2. Graduate study hours, or undergraduate classes which are needed for specialized teaching proficiencies determined by the District, which do not meet these requirements, but which are deemed valuable in the teaching assignment, may be applied to qualify a teacher for a higher category on the salary schedule if these hours are approved by the teacher's immediate supervisor and the director of human resources, prior to enrollment in the course.
  - 3. Credits beyond the undergraduate degree in the field of driver education do not qualify for advancement to a higher category on the salary schedule.
- B.
  - 1. If a teacher completes the requirements for a degree or earns sufficient semester hours to move to Categories III, IV, V, or VI adjustments on the salary schedule will take place the first payroll period of the semester following receipt of notification from the granting institution. 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.
  - 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 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. Credits for approved educational tours will not exceed six (6) semester hours.
- H. Credits earned at foreign universities will be accepted when course requirements are equal to United States standards.

- I. A teacher will receive \$150 for each degree earned which is not sufficient to move from one salary category to another. The notification requirements set forth in paragraph B. above shall be applicable in such cases.

**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.
- B. Teachers will be reimbursed up to \$200 for the cost of a physical examination one (1) time from ages thirty to thirty-nine (30-39), every three (3) years if they have reached the age of forty (40), and every two (2) years if they have reached the age of fifty (50).

The language outlined above applies to members of the teaching staff who are employed less than full-time (less than .75 F.T.E.) and teachers covered under the district's Indemnity Plan. Beginning in the 2001-2002 school year, teachers who qualify for wellness coverage under the district's self-funded health benefit plan (PPO Plan), are not eligible for the physical reimbursement outlined above. Teacher physicals are provided for in the district's health care plan for those who qualify. Should the district's health plan be amended to eliminate coverage for teacher physicals, the reimbursement, as outlined above, will apply to all teachers.

- C. All teachers who have an earned doctorate will be paid an additional stipend of \$800 per year.
- D. The Association and District agree that during Midland County common professional development day for teachers on October 8, 2010 that, if the Midland County Educational Services Agency provides funds for a \$100 stipend to each teacher that leads training sessions on this day, such payment will be supported by the District and the Midland City Education Association.

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.



E. 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.

- F. A stipend of 3% of the B.A. base (Category I, Step 1) 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.
- G. 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.
- H. With the exception of section A in the appendix of this agreement, any reference to the Consumer Price Index refers to the percentage change of the average level over the twelve-month period of time beginning April 1 and ending March 31 of the following year. The percentage will be rounded to one decimal place. The Consumer Price Index used to calculate rates of increase is the number as reported by the United States Department of Labor Bureau of Labor Statistics in the first paragraph of the monthly news release. The number from the news release has been emphasized in this example:

The Consumer Price Index for All Urban Consumers (CPI-U) decreased 0.2 percent in July, before seasonal adjustment, the Bureau of Labor Statistics of the U.S. Department of Labor reported today. The July level of 189.4 (1982-84=100) was 3.0 percent higher than in July 2003.

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

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

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

Number from news release above.

**Appendix D**  
**COMPENSATION FOR SUMMER SCHOOL, CURRICULUM**  
**DEVELOPMENT, EXTENDED-YEAR ASSIGNMENTS**

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

Hourly rates  
beginning in  
the summer of:

Classifications

	I		II & III		IV & V	
	(1) Without students	(2) With Students	(3) Without Students	(4) With Students	(5) Without Students	(6) With Students
2007	17.77	20.31	20.31	22.87	22.87	25.38
2008	18.29	20.90	20.90	23.53	23.53	26.12
2009	18.99	21.69	21.69	24.42	24.42	27.11
2010	18.92	21.61	21.61	24.34	24.34	27.02
2011	19.23	21.96	21.96	24.74	24.74	27.46
2012	19.84	22.65	22.65	25.52	25.52	28.33

The rates for 2012 will be increased over the 2011 rates by the average percentage increase in the Consumer Price Index for January 2011 through December 2012.

Classification Definitions

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

B. Elementary and Intermediate Summer School

1. Regular classes, Title I, and Special Education
  - a. Student time: 15+ hours per week
  - b. Teacher time: 20 hours per week; compensation based on 20 hours per week
2. Music
  - a. Student time: 3+ hours per week
  - b. Teacher time: Hours determined by supervisor responsible; compensation based on actual hours of group instruction by teacher

C. High School Summer School

1. Regular classes (five semester hours of credit)
  - a. Student time: 80 hours per class/per session
  - b. Teacher time: 100 hours per class/per session; compensation based on 100 hours per class/per session.
2. Driver Education
  - a. Instruction time with students: 40 hours per week
  - b. Teacher time: 40 hours per week; compensation based on 40 hours per week
  - c. Additional compensated time may be available for a teacher with special responsibilities at each high school subject to the approval of the principal.

D. Curriculum Development During Extended Year

1. The approval of any curriculum development study shall include the maximum total teacher time allotted to the study.
2. The compensated hours for teachers shall not exceed the maximum hours allotted to the study.

E. Student Cooperative Education Coordination

1. The approval of any teacher coordination of student cooperatives by the supervisor responsible shall include the maximum total teacher time allotted to the coordination service.
2. The compensated hours for teacher coordination shall not exceed the maximum hours allotted to these services.

3. A mileage allowance shall be provided to teachers who coordinate student cooperatives during the extended school year in accordance with the provisions of Appendix C (Additional Economic Features), section C. 2.

F. General

1. The District will provide up to 560 hours of teacher time and \$5,000 for materials and supplies for the development of individual or group projects to enhance instruction.
  - a. The additional service will be devoted to special projects as identified by staff applicants.
  - b. The available hours and material funds will be split into three project periods of approximately 185 hours and \$1660 each, with applications due by October 15, January 15 and May 15. Each teacher may apply for up to 60 hours of time per year.
  - c. Hours worked are to be in addition to the normal workday. Pay will be based on the teacher's regular 21-pay, bi-weekly rate for the school year.
  - d. A Special Projects Committee, composed of three members appointed by the Midland City Education Association and three by the District, will screen proposals to the program. The committee will recommend to the superintendent the projects to be funded. The superintendent's decision on the recommendation will be final.

## Appendix E

### 2012-2013 Extra Duty Compensation Schedule

The 2009-2010 Salary Schedule on which this based is reduced by 10% per 2012 agreement between District and MCEA.

Step	I 13.1% of B.A. + 18 Steps 1-7	II 11.0% of B.A. + 18 Steps 1-7	III 10.4% of B.A. + 18 Steps 1-7	IV 8.2% of B.A. + 18 Steps 1-7	V 8.0% of B.A. + 18 Steps 1-7
1	\$ 4,471	\$ 3,754	\$ 3,549	\$ 2,798	\$ 2,730
2	\$ 4,768	\$ 4,003	\$ 3,785	\$ 2,984	\$ 2,912
3	\$ 5,064	\$ 4,252	\$ 4,021	\$ 3,170	\$ 3,093
4	\$ 5,361	\$ 4,502	\$ 4,256	\$ 3,356	\$ 3,274
5	\$ 5,658	\$ 4,751	\$ 4,492	\$ 3,542	\$ 3,455
6	\$ 5,955	\$ 5,000	\$ 4,727	\$ 3,727	\$ 3,636
7	\$ 6,251	\$ 5,249	\$ 4,963	\$ 3,913	\$ 3,818

Step	VI 7.8% of B.A. + 18 Steps 1-7	VII 7.3% of B.A. + 18 Steps 1-7	VIII 6.9% of B.A. + 18 Steps 1-7	IX 6.6% of B.A. + 18 Steps 1-7	X 6.3% of B.A. + 18 Steps 1-7
1	\$ 2,662	\$ 2,491	\$ 2,355	\$ 2,252	\$ 2,150
2	\$ 2,839	\$ 2,657	\$ 2,511	\$ 2,402	\$ 2,293
3	\$ 3,015	\$ 2,822	\$ 2,667	\$ 2,551	\$ 2,436
4	\$ 3,192	\$ 2,988	\$ 2,824	\$ 2,701	\$ 2,578
5	\$ 3,369	\$ 3,153	\$ 2,980	\$ 2,851	\$ 2,721
6	\$ 3,546	\$ 3,318	\$ 3,136	\$ 3,000	\$ 2,864
7	\$ 3,722	\$ 3,484	\$ 3,293	\$ 3,150	\$ 3,006

**Appendix E**  
**2012-2013 Extra Duty**  
**Compensation Schedule**  
**(con't)**

Step	XI 5.8% of B.A. + 18 Steps 1-7	XII 5.5% of B.A. + 18 Steps 1-7	XIII 5.0% of B.A. + 18 Steps 1-7	XIV 4.8% of B.A. + 18 Steps 1-7	XV 4.6% of B.A. + 18 Steps 1-7
1	\$ 1,979	\$ 1,877	\$ 1,706	\$ 1,638	\$ 1,570
2	\$ 2,111	\$ 2,002	\$ 1,820	\$ 1,747	\$ 1,674
3	\$ 2,242	\$ 2,126	\$ 1,933	\$ 1,856	\$ 1,778
4	\$ 2,374	\$ 2,251	\$ 2,046	\$ 1,964	\$ 1,883
5	\$ 2,505	\$ 2,375	\$ 2,160	\$ 2,073	\$ 1,987
6	\$ 2,636	\$ 2,500	\$ 2,273	\$ 2,182	\$ 2,091
7	\$ 2,768	\$ 2,625	\$ 2,386	\$ 2,291	\$ 2,195

Step	XVI 4.4% of B.A. + 18 Steps 1-7	XVII 4.1% of B.A. + 18 Steps 1-7	XVIII 3.8% of B.A. + 18 Steps 1-7	XIX 3.7% of B.A. + 18 Steps 1-7	XX 3.4% of B.A. + 18 Steps 1-7
1	\$ 1,502	\$ 1,399	\$ 1,297	\$ 1,263	\$ 1,160
2	\$ 1,601	\$ 1,492	\$ 1,383	\$ 1,347	\$ 1,237
3	\$ 1,701	\$ 1,585	\$ 1,469	\$ 1,430	\$ 1,314
4	\$ 1,801	\$ 1,678	\$ 1,555	\$ 1,514	\$ 1,391
5	\$ 1,900	\$ 1,771	\$ 1,641	\$ 1,598	\$ 1,468
6	\$ 2,000	\$ 1,864	\$ 1,727	\$ 1,682	\$ 1,546
7	\$ 2,100	\$ 1,957	\$ 1,813	\$ 1,766	\$ 1,623

**Appendix E**  
**2012-2013 Extra Duty**  
**Compensation Schedule**  
**(con't)**

Step	XXI 3.2% of B.A. + 18 Steps 1-7	XXII 3.1% of B.A. + 18 Steps 1-7	XXIII 2.9% of B.A. + 18 Steps 1-7	XXIV 2.8% of B.A. + 18 Steps 1-7	XXV 2.6% of B.A. + 18 Steps 1-7
1	\$ 1,092	\$ 1,058	\$ 990	\$ 956	\$ 887
2	\$ 1,165	\$ 1,128	\$ 1,055	\$ 1,019	\$ 946
3	\$ 1,237	\$ 1,198	\$ 1,121	\$ 1,082	\$ 1,005
4	\$ 1,310	\$ 1,269	\$ 1,187	\$ 1,146	\$ 1,064
5	\$ 1,382	\$ 1,339	\$ 1,253	\$ 1,209	\$ 1,123
6	\$ 1,455	\$ 1,409	\$ 1,318	\$ 1,273	\$ 1,182
7	\$ 1,527	\$ 1,479	\$ 1,384	\$ 1,336	\$ 1,241



## Appendix E

A. The foregoing schedules will apply to the extra duty compensation activities, beginning in 1990-91, as follows:

Athletic Director, Assistant, Middle School .....	XIII
Band, Jazz, Head.....	XXV
Band, Assistant, High School .....	XIII
Band, Assistant, Auxiliary, High School .....	XX
Band, Head, High School.....	VII
Band, Head, Middle School .....	XVII
Band, Pep, Head, High School.....	XXV
Baseball, Head, High School .....	III
Baseball, Assistant, High School .....	IX
Baseball, Head, Middle School.....	X
Baseball, Assistant, Middle School .....	XVI
Basketball, Head, High School .....	I
Basketball, Assistant, High School.....	IV
Basketball, Head, Middle School.....	VI
Basketball, Assistant, Middle School .....	XIII
Cheerleading, Fall, Head, High School.....	XVI
Cheerleading, Fall, Assistant, High School .....	XXIV
Cheerleading, Fall, Head, Middle School .....	XXIV
Cheerleading, Winter, Head, High School.....	XVI
Cheerleading, Winter, Assistant, High School .....	XXIV
Cheerleading, Winter, Head, Middle School .....	XXIV
Class Sponsor, High School.....	XXV
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 Musical, Assistant, Middle School .....	XXV
Drama, Per Play, Head, High School.....	XV
Drama, Per Play, Assistant, High School.....	XXIII
Drama, Per Play, Head, Middle School .....	XXIV
Elementary School Activity .....	XXV
(Up to three per building, approved by principal)	
Faculty Athletic Manager, Head, High School .....	I
Faculty Athletic Manager, Assistant, High School.....	IV
Faculty Athletic Manager, Head, Middle School.....	VI
Faculty Athletic Manager, Assistant, Middle School .....	XIII
Football, Head, High School.....	I
Football, Assistant, High School .....	IV
Football, Head, Middle School .....	VI
Football, Assistant, Middle School.....	XIII

## Appendix E con't

Forensics, Head, High School.....	XVIII
Forensics, Assistant, High School .....	XXV
Golf, Head, High School.....	V
Golf, Assistant, High School .....	XI
Gymnastics, Head, High School .....	III
Gymnastics, Head, Middle School.....	X
Gymnastics, Assistant, Middle School .....	XVI
High School Activity (two per building, approved by principal) .....	XXV
Hockey, Head, High School.....	III
Hockey, Assistant, High School .....	IX
International Affairs Club, Head, High School.....	XXV
Intramural/Activities, Head, Middle School .....	XXV
Middle School Activity (one per building, approved by principal) .....	XXV
Newspaper, Head, High School (Without Class).....	II
Newspaper, Head, High School (With Class).....	XII
Newspaper, Head, Middle School.....	IX
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, Fall, Head, Middle School.....	XXIV
Pompon, Winter, Head, High School.....	XVI
Pompon, Winter, Assistant, High School .....	XXIV
Pompon, Winter, Head, Middle School.....	XXIV
Soccer, Head, High School .....	III
Soccer, Assistant, High School.....	IX
Softball, Head, High School .....	III
Softball, Assistant, High School .....	IX
Softball, Head, Middle School.....	X
Softball, Assistant, Middle School .....	XVI
Special Education Vocational Educational Consultant.....	IX
(If major component of a full-time position)	
Swimming, Head, High School .....	III
Swimming, Assistant, High School .....	IX
Swimming, Head, Middle School.....	X
Swimming, Assistant, Middle School.....	XVI
Tennis, Head, High School .....	V
Tennis, Assistant, High School.....	XI
Tennis, Head, Middle School.....	XIII
Track, Head, High School.....	III
Track, Assistant, High School .....	IX
Track, Head, Middle School .....	X
Track, Assistant, Middle School.....	XVI
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
Volleyball, Head, Middle School.....	X
Volleyball, Assistant, Middle School .....	XVI
Wrestling, Head, High School .....	III
Wrestling, Assistant, High School .....	IX
Wrestling, Head, Middle School.....	X
Wrestling, Assistant, Middle School .....	XVI
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).

## Appendix F

### REQUEST FOR ABSENCE FOR PERSONAL DAY

(See Article X, section G, of the 1976-2002 Agreement  
with the Midland City Education Association)

Date: \_\_\_\_\_

Teacher's Name: \_\_\_\_\_ School: \_\_\_\_\_

Date(s) of Absence: \_\_\_\_\_ Length of Absence: \_\_\_\_\_

Signature of Teacher: \_\_\_\_\_

Supervisor Approval: \_\_\_\_\_ Date: \_\_\_\_\_

If Not  
Approved - Reason: \_\_\_\_\_

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

Approved

Not Approved-Reason:

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The MCEA has requested that a copy of each Request for Absence for Personal Day form, whether approved or not approved, be sent to the Association office. Your approval is necessary before such confidential material can be released.

A. I do \_\_\_\_\_ do not \_\_\_\_\_ give my permission to send a copy to the MCEA.

B. If A. is approved:

\_\_\_\_\_ You may send my name to the MCEA.

\_\_\_\_\_ I ask that this request be maintained in confidence.

## Appendix G

### GRIEVANCE REPORT FORM

A. Name of grievant: \_\_\_\_\_ School \_\_\_\_\_  
or location of assignment

B. Date cause of grievance occurred: \_\_\_\_\_

C. Article and section violated: \_\_\_\_\_

D. Statement of grievance: \_\_\_\_\_  
\_\_\_\_\_

E. Relief sought: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of grievant

\_\_\_\_\_  
Date

F. Date grievance received by immediate supervisor: \_\_\_\_\_

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

Grievance Number:

12/6/76

Year \_\_\_\_\_ Number \_\_\_\_\_

## Appendix H

### VOLUNTARY TRANSFER / ASSIGNMENT REQUEST FORM

Name: \_\_\_\_\_

Current Building(s) Assignment: \_\_\_\_\_

Current Teaching Assignment: \_\_\_\_\_

The purpose of this request is to:

\_\_\_\_\_ Transfer      \_\_\_\_\_ Increase Contract      \_\_\_\_\_ Reduce Contract

\_\_\_\_\_ Both (Transfer & Contract Change)

1. **I would like to transfer to:**

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

\_\_\_\_\_ Either High School

\_\_\_\_\_ Any Middle School

\_\_\_\_\_ H. H. Dow High School

\_\_\_\_\_ Central Middle School

\_\_\_\_\_ Midland High School

\_\_\_\_\_ Jefferson Middle School

\_\_\_\_\_ Any Elementary Building

\_\_\_\_\_ Northeast Middle School

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

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

\_\_\_\_\_

3. **Certification** (Check your certificate and be specific): \_\_\_\_\_

4. **District Seniority:** Hire Date \_\_\_\_\_

Total Years, not including time on leave \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

# Appendix I



## Midland Public Schools 2012-2013 Calendar

Updated 5/15/12

Approved by the Board of Education May 14, 2012

S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	
<b>July 2012</b>							<b>January 2013</b>							
1	2	3	<b>H</b>	5	6	7	6	<b>H</b>	<b>V</b>	<b>V</b>	<b>V</b>		5	
8	9	10	11	12	13	14	13	<u>7</u>	8	9	10	<u>11</u>	12	
15	16	17	18	19	20	21	20	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	19	
22	23	24	25	26	27	28	27	<u>20</u>	<u>E</u>	<u>E</u>	<u>(E)</u>	<b>PD</b>	<b>(R)</b>	26
29	30	31					29	<u>27</u>	<u>[28]</u>	<u>29</u>	<u>30</u>	31		
<b>August 2012</b>							<b>February 2013</b>							
			1	2	3	4							<u>1</u>	2
5	6	7	8	9	10	11	3	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	8	9	
12	13	14	15	16	17	18	10	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<b>PD</b>	16	
19	20	21	22	23	24	25	17	<b>V</b>	<b>19</b>	<u>20</u>	<u>21</u>	<u>22</u>	23	
26	<b>O</b>	<b>PD</b>	<b>R</b>	<b>R</b>	<b>V</b>		24	25	26	27	28			
<b>September 2012</b>							<b>March 2013</b>							
						1							<u>1</u>	2
2	<b>H</b>	<u>[4]</u>	<u>5</u>	<u>6</u>	<u>7</u>	8	3	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	8	9	
9	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	15	10	<b>PD</b>	<b>HSC</b>	<b>MSC</b>	<b>EC</b>	<u>15</u>	16	
16	<b>PD</b>	<u>18</u>	<u>19</u>	<u>20</u>	<u>21</u>	22	17	<u>18</u>	<u>19</u>	<u>20</u>	<u>21</u>	<u>22</u>	23	
23	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>	<u>28</u>	29	24	<u>24</u>	<u>25</u>	<u>26</u>	<u>27</u>	<u>28</u>	<b>h</b>	30
30								<b>H</b>						
<b>October 2012</b>							<b>April 2013</b>							
						6							<u>1</u>	6
7	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<b>PD</b>	13	7	<b>V</b>	<b>V</b>	<b>V</b>	<b>V</b>	<b>V</b>	13	
14	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>	20	14	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>	20	
21	<u>22</u>	<u>23</u>	<u>24</u>	<b>HSC</b>	<u>26</u>	27	21	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>	27	
28	<u>29</u>	<u>30</u>	<u>31</u>				28	<b>PD</b>	<u>30</u>					
<b>November 2012</b>							<b>May 2013</b>							
						3							<u>1</u>	4
4	<u>5</u>	<b>PD</b>	<b>MSC</b>	<u>EC<sub>1/2</sub></u>	<u>9</u>	10	5	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	11	
11	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	17	12	<u>13</u>	<u>14</u>	<u>{pd}</u>	<u>16</u>	<u>17</u>	18	
18	<u>19</u>	<u>20</u>	<u>21</u>	<b>H</b>	<b>h</b>	24	19	<u>20</u>	<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u>	25	
25	<u>26</u>	<u>27</u>	<u>28</u>	<u>29</u>	<u>30</u>		26	<b>H</b>	<u>28</u>	<u>29</u>	<u>30</u>	<u>31</u>		
<b>December 2012</b>							<b>June 2013</b>							
						1								1
2	3	4	<u>5</u>	<u>6</u>	<u>7</u>	8	2	3	4	<u>5</u>	<u>6</u>	<b>G</b>	8	
9	<u>10</u>	<u>11</u>	<u>{pd}</u>	<u>13</u>	<u>14</u>	15	9	<b>E</b>	<b>E</b>	<b>(E)</b>	<b>R</b>	<u>14</u>	15	
16	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>	<u>21</u>	22	16	17	18	<u>19</u>	20	21	22	
23	<b>h</b>	<b>H</b>	<b>V</b>	<b>V</b>	<b>V</b>	29	23	24	25	26	27	28	29	
30	<b>V</b>						30							
<b>First Semester</b> Days of Pupil Instruction 87 = 87 Teachers' Record Days No School 3 = 3 Professional Development Days No School 5 = 5 Evening Parent Teacher Conferences 5:00-8:00 pm 11/8=Elem conferences, 11/7=Middle School conf, 10/25=High School conferences							<b>Second Semester</b> Days of Pupil Instruction 87 = 174 Teachers' Record Days No School 1 = 4 Professional Development Days No School 3 = 8 Evening Parent Teacher Conferences 5:00-8:00 pm 3/13=Middle School conf, 3/12=High School conferences, 3/14=Elem conferences							
Code: <b>R</b> -Record day for teachers; [ ]-Start of Semester; ( )-End of Semester; ___- Days of Instruction; * School System Paydates; <b>G</b> -Graduation Ceremonies at Midland High School and H. H. Dow High School, <b>EC</b> -Evening Conferences; <b>H</b> -State Holiday; <b>h</b> -Board Policy Holiday; <b>V</b> -Vacation day, no school; ➤ Last day of instruction <b>E</b> -Exam days for high schools, <b>PD</b> -Professional Development														

**MEAP Assessment Schedule  
For Grades 3<sup>rd</sup> through 9<sup>th</sup>**

<b>October 2009</b>				
<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
	13 <b>Reading Session 1 only</b>	14 <b>Make-up Reading Session 1 only</b>	15 <b>Reading Session 2 only</b>	16
19 <b>Makeup Reading Session 1 Or Session 2</b>	20 <b>Math</b>	21 <b>Make-up Reading Session 1 or Session 2, Or Math</b>	22 <b>Science, Social Studies and Grades 4 &amp; 7 Writing</b>	23
26 <b>Make-up any subject, as needed</b>	27 <b>Make-up any subject, as needed</b>	28 <b>Make-up any subject, as needed</b>	29 <b>Make-up any subject, as needed NO TESTING AFTER TODAY</b>	30

**Michigan Merit Exam Dates**

<b>March 2010</b>				
<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
	9 <b>ACT Plus Writing</b>	10 <b>WorkKeys Applied Mathematics, Reading for Information, and Locating Information</b>	11 <b>Michigan Mathematics, Michigan Science, Michigan Social Studies</b>	12
15 <b>Professional Development Day</b>	16	17	18	19
22	23 <b>ACT Plus Writing</b>	24 <b>WorkKeys Applied Mathematics, Reading for Information, and Locating Information</b>	25 <b>Michigan Mathematics, Michigan Science, Michigan Social Studies</b>	26



## Appendix J

### P.A. 103

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

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

#### Article XI—Teacher Evaluation

Paragraph E.

Paragraph F., 1<sup>st</sup> sentence only

Paragraph G., 1<sup>st</sup> sentence only

Paragraph H. 1<sup>st</sup> sentence only

Paragraph I.

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

Paragraph L. 1., 2. and 3.

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

#### Article XIII—Discipline of Teacher

Paragraph B.

Paragraph D.

#### Article XVIII—Reduction in Personnel

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

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

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

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

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

## Appendix K

### P.A. 53

The identified language in Article XXXI regarding the collection of union dues that we have identified in a previous memo must be deleted in accordance with PA 53.

#### Article XXXI.

Paragraph A.2. "...n Assignment of Wages..."

Paragraph A.3a. "...payroll deduction, or..."

Paragraph A.3.b. "...payroll, deduction, or..."

Paragraph B.2. "...n Assignment of Wages..."

Paragraph B.2.a. "...payroll deduction, or..."

Paragraph B.2.b. "...payroll deduction, or..."

Paragraph C.1. Whole paragraph

Paragraph C.3.a. "...The deduction of membership dues or representation fees shall be made from 20 consecutive paychecks beginning in September of each year."

Paragraph C.3.b. Whole paragraph

Paragraph C.3.c. "...deducted and remitted to the Association pursuant to this Agreement."

Paragraph D.3. "...or payment to the fund for Midland children..."

If judicial clarification or legislative action makes such language in Article XXXI legal the successor agreement language will revert to the original contract language.

## APPENDIX L - ELECTRONIC LEARNING FACILITATORS

Letter of Understanding  
between the  
Midland Public Schools  
and the  
Midland City Education Association

The District and Association agree that providing online instruction to students offers an additional and helpful method of delivering services to students under specific circumstances. The District and Association agree to establish a position, that of Electronic Learning Facilitator. Each Electronic Learning Facilitator may serve up to thirty students per hour, up to one hundred and seventy-five (175) Midland students per day per semester or summer session.

The student assignments slots will be first filled for the purpose of credit recovery and credit protection needs of the students. If there are still any assignment slots available after filling for these purposes, homeschooled students will be afforded the opportunity to these assignments. After assignments are completed for this purpose, students determined by the administration who would have special scheduling needs as regular education students would be placed in any remaining assignment slots.

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.

For the 2010 – 2011 school year and the summer that precedes it, the district will be limited to two such positions. By June 1, 2011, the District and the Association will study the current and future educational and financial impacts of the electronic learning program, and negotiate, if necessary, the addition of Electronic Learning Facilitator positions **subject** to the same terms as outlined in this agreement, unless changes are mutually agreed upon.

If, however, there are changes in graduation requirements for Michigan students that mandates the completion of online course(s) for the 2010 – 2011 school year, the district, at its discretion, may add additional Electronic Learning Facilitators to meet that specific need for the 2010 – 2011 school year and then will begin negotiations immediately concerning continuation of those additional mandated positions for the 2011 – 2012 school year.

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 the Preamble, Association Rights, Articles I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV (not including D and G), XIX, XXII, XXIV, XXVI, XXVII, XXVIII, Appendix E, Article XX-Hours-eight hours per day to include one 15 minute break in the morning, one fifteen minute break in the afternoon and a thirty minute duty free lunch, Article XXI-Class Size-as delineated in paragraph one above

-An evaluation specific to the duties of the Electronic Learning Facilitator will be developed collaboratively between the Association and District.

-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.

Please see Appendix A for wage scale.

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

-work a contractual year of 207 to 226 days.

-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 (8) hours per day

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

-be paid on a salary schedule delineated in Appendix A:

These amounts will be increased by the same percentage (or a proportionate increase) as other Midland City Education Association members subsequent to the 2009-10 school year.

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 computers, including access to email, attachments and other standard electronic communication.

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 Instructor 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 Instructor.

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.

Electronic Learning Facilitators will pay dues or a representation fee as defined in the Master Agreement. The electronic learning facilitators employed as managers on September 7, 2010 will be placed on the above scale to protect their current salaries. If their current pay falls between two steps on the scale, the higher step will be used. These managers will be reimbursed for any vacation days earned and credited as of September 7, 2010 at their current per diem rate).

This Letter of Understanding will remain in full force and effect beginning September 8, 2010. The District and Association agree that if other unforeseen issues arise from the establishment of these positions, those issues will be addressed through Contract Review or the Negotiations process in order to reach a mutually acceptable solution.

## APPENDIX M TRAVELING TEACHERS

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

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

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

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

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

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