AGREEMENT

between

KALAMAZOO PUBLIC SCHOOLS

and

THE KALAMAZOO EDUCATION ASSOCIATION

2024-2025

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INSTRUCTIONS FOR USE OF ELECTRONIC CONTRACT

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AGREEMENT
between
KALAMAZOO PUBLIC SCHOOLS
and
THE KALAMAZOO COUNTY EDUCATION ASSOCIATION
(KEA)
2024-2025

PREAMBLE

THE AGREEMENT entered into as of this **____ day of September, 2024,** by and between Kalamazoo Public Schools, hereinafter called the School District or District, and the Kalamazoo County Education Association, an incorporated Association (of which the Kalamazoo Education Association is a member organization), hereinafter called the Association, affiliated with the Michigan Education Association, hereinafter called the MEA, and the National Education Association, hereinafter called the NEA. The School District and the Association shall be the sole parties to this Agreement.

WITNESSETH:

WHEREAS, the School District and the Association recognize and declare that providing a quality education for the children of the Kalamazoo Public Schools is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service; and,

WHEREAS, bargaining unit employees and administrators are qualified to jointly assist in formulating policies and programs designed to improve educational standards; and,

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

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, it is hereby agreed as follows:

ARTICLE 1 – RECOGNITION

Section A: Definitions

The term "employee," "bargaining unit member" or "member" when used hereinafter in this Agreement shall refer to all KEA bargaining unit employees.

The District agrees not to negotiate with or recognize any organization other than the Association for the duration of this Agreement.

The term teacher is used to refer to all professional employees within the bargaining unit covered by this agreement whose employment is regulated by the Michigan Teachers' Tenure Act.

The term ancillary staff is used to refer to all professional employees within the bargaining unit whose employment is not regulated by the Michigan Teachers' Tenure Act.

Section B: Definition of Qualified

The term "qualified" shall be defined by state and federal laws and regulations.

Section C: Unit Description

The District hereby recognizes the Association as the exclusive and sole bargaining representative as defined in Act 379, Public Acts of 1965, as amended, for all certified professional personnel under contract employed full-time or on a regular basis part-time in the grades Pre K-12 and including all persons holding a position title listed below:

Academic Specialist
Academic Coach
Acquisitions/Cataloger Librarian
Behavioral Specialist
Bilingual Literacy Coach
Bilingual/ESL Specialist
Classroom Teacher
Classroom Management Coach
Co-Op Heads
Department Chairperson
District Literacy Coach
Driver Education Teacher
Early Childhood Developmentally Delayed Teacher (ECDD)
Elementary Instructional Specialist
Elementary Literacy Interventionist
Elementary Math Academic Teacher Coach
School Counselor
Information Literacy Specialist
Instructional Specialist for the Academically Talented
Instructional Specialist
International Research Facilitator
Language Specialist
Lead Librarian
Literacy Coach
Mathematics Coach
Media Specialist
Occupational Therapist
Physical Therapist
Program Specialist (PEEP)
Reading Specialist
Reading Recovery Teacher
School Nurse
School Psychologist
School Social Worker
Secondary Instructional Specialist
Special Education Pre-Primary Teacher
Special Education Teacher
Speech Therapist or Pathologist
Student Support Specialist
Contractual Substitutes
Summer School Teacher
Teacher Consultant
Teacher of Hearing Impaired
Teacher of Homebound and/or Hospitalized
Teacher in the Pre-Kindergarten Early Education Program (PEEP)
Upper Elementary Facilitator

and any other person whose responsibility is instruction or whose job requires teacher certification, but excluding: superintendent, assistant superintendents, directors, managers, heads of divisions, administrative assistants, assistant directors, assistant managers, all principals, assistant principals, deans, all coordinators and assistants, supervisors and assistants, chairperson of attendance, consultants with supervisory authority, supervisor of computer center, community school leaders, purchasing agent and assistant, accountant and assistant, research assistant, transportation supervisor, and any other person having executive authority or administrative or managerial functions.

Section D: Full Commitments

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendments to this Agreement.

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Section E: Dominance Over Individual Contracts

Any individual contract between the District and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Section F: Relation to Rules

This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms. If the District adopts any policy that would be in conflict with this Agreement, the provisions of this Agreement shall prevail, unless and until the District and Association modify the Agreement through mutual consent.

Section G: Relation to Law

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In the event any provision is found contrary to law, such provision shall be subject to renegotiations if permitted by law between the parties.

Section H: Distribution of Agreement

A copy of this Agreement will be posted on the District transparency website within thirty (30) days of ratification by the parties.

ARTICLE 2 – ASSOCIATION AND TEACHER RIGHTS (TA 9/11/24)

Section A: Right of Association

Pursuant to the Michigan Public Employment Relations Act, the District hereby agrees that every bargaining unit employee shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Michigan, the District undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any member in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association, their participation in any lawful, approved activities of the Association or collective professional negotiations with the District, or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School laws or other applicable laws and regulations.

Section B: Privacy Rights

The private or personal life of any bargaining unit employee is not within the appropriate concern or attention of the District provided such activity does not negatively affect the individual's performance.

Section C: Notification of Authority

Duly authorized representatives of the Association, whose names shall be submitted to the Superintendent shall be permitted to transact official Association business on School District property, related to wages, hours and working conditions at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. The Association representative(s) will inform the principal or their representative of their

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presence in the building and make arrangements with the principal or their representative to conduct said business.

Section D: Prior Consultation/Access to Information

The District agrees to furnish to the Association, in response to requests, information concerning the financial resources of the District which are available to the public and/or agreed to by the Superintendent, including but not limited to, annual financial reports and audits, register of the bargaining unit, tentative budget requirements and allocations, agendas and minutes of Board meetings, treasurer's reports, census and membership data, names, addresses and salaries of all bargaining unit employees and such other information as will assist the Association in developing programs. The Association shall also be entitled to information which may be necessary to process a grievance or to require the District, without compensation by the Association, to compile information and statistics not readily available, nor will such requests by the Association have greater priority than District requests.

Prior to any meeting of the Board of Education, the District shall simultaneously provide the Association the same documents which are provided to principals and/or available to the media in addition to any proposed policies or procedures. On the day it becomes available, an agenda of each Board meeting will be sent electronically to all bargaining unit employees prior to such meeting, and at least one hardcopy will be posted in each school site. Subsequent revisions will be similarly reposted and redistributed when possible.

The District agrees it will not officially establish or implement any condition of employment affecting the terms of this Agreement without prior consultation with the Association. Nothing in this Agreement will be construed to limit the Board or its representatives from establishing and implementing such reasonable rules and regulations not in conflict with this Agreement as may be deemed best for the purpose of maintaining order, safety and efficient operation. Any complaint relative to the reasonableness of any rule or regulation established and implemented may be processed through the grievance procedure contained in this Agreement.

It is understood by the parties that budget and expenditure transparency are vital parts of the internal financial controls that meet the District's fiduciary responsibilities.

Section E: Consultation with Association

The School District or its designated agent will confer with the standing committees of the Association on fiscal, budgetary or tax programs, construction programs, or revisions of educational policy which are proposed or under consideration and such standing committee shall be given an opportunity to advise the School District or its designated agent with respect to said matters prior to their adoption and/or general publication.

When it is necessary to confer with the Association during a "break period", the Association shall meet with representatives of the District within ten (10) calendar days upon receipt of a written request for such a meeting. The matter concerning which the District wishes to confer with the Association shall be fully identified in the written request for the meeting, including any relevant documents.

Section F: Layoff Consultation

The District agrees to consult with the Association on new or innovative educational programs in cases where such programs would require the reduction, reassignment, replacement or use of bargaining unit members who are under contract at the time such program is to be implemented.

Section G: Non-Discrimination

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, sexual orientation, or handicap. Membership in the Association shall not be denied to

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any employee because of race, creed, religion, color, national origin, age, sex, marital status, sexual orientation, or handicap.

Section H: Joint Committee Pay

All committees of joint Association and District membership established under this Agreement are hereby authorized to meet without penalty or loss of pay, when called with approval of the Administration.

Section I: Association Meetings

The third Monday of each calendar month shall be reserved for after-school building meetings called by Association Representatives. In the event the governing Board meeting is moved to the third Tuesday of the month due to parent-teacher conferences, the KEA building meetings may be changed to the fourth Monday of the month. If this time is not used by the Association, a meeting may be scheduled by the building principal. In addition, building representatives shall be permitted to call building meetings in the normal meeting room or other convenient room in the building after school hours when such meetings do not conflict with the educational program or meetings called by the Administration. The Association Representative will clear time and place of the meeting with the building principal.

Section J: Association Communications

The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards, at least one (1) of which shall be provided in each school building. The Association may use teacher mailboxes for Association communications to teachers. Use of the District's intranet global e-mail system shall be limited to specific announcements, as approved in advance by the Superintendent or their designee.

Section K: Governing Board Meetings

The second Tuesday of each school calendar month shall be reserved for the Association Governing Board meeting beginning not earlier than fifteen (15) minutes after student dismissal. In the event parent-teacher conferences fall in the second week of the month in which they are held, the Governing Board meeting may be moved to the third Tuesday of the month.

Section L: Second Tuesdays

The School District shall not schedule nor conduct after school or evening meetings on the second Tuesday of any school calendar month, and teachers with official Association business may, when necessary, leave school buildings at the conclusion of their classroom responsibilities.

Section M: Employee Records

All records pertaining to a teacher shall be kept in the employee's file in the Human Resources Office or in the office of the immediate supervisor. Each employee shall have the opportunity to review and initial all performance-related materials before placement in said files. The files maintained in Human Resources shall contain a record indicating who has reviewed the file, the date reviewed, and the reason for such review. Any material not in these files shall not be used in any way against the employee. After making an appointment for that purpose, employees shall have the right, in the presence of a member of the Human Resources Department or the immediate supervisor, to review the contents of their own personnel file with the exception of college placement papers and employment recommendations. A representative of the Association may, at an employee's request, accompany the employee during this review.

Section N: Bargaining Unit Employee Residual Rights

All bargaining unit employees covered under this Agreement who participate, independent of the District, in the production of tapes, publications or other produced educational material shall retain residual rights should they be copyrighted or sold.

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Section O: Annexation and Consolidation

In the event that the District shall be annexed, consolidated, or otherwise reorganized with one or more districts in whole or in part, the District agrees to negotiate with the Association on all matters related to the terms of employment and working conditions.

Section P: Employer Provided Bargaining Unit Employee Information

A. Monthly from August through June (no report in July) each year, Designated Association Representatives will be given, via e-mail with an attached excel document, a complete listing of bargaining unit staff that includes the following if available:

1. First and Last Name
2. Start date of employment
3. FTE, and placement on salary schedule with amount annual salary
4. Building(s)/position
5. School email address and Personal email address
6. Home/mailing address and phone (cell) number
7. Employee Number

B. The same information relating to new hires will be provided monthly during the school year along with the class size reports.

Section Q: Payroll Deductions

This Section shall become effective on August 1 of the year the Association notifies the Employer of its intent to implement payroll deduction of Association dues and/or assessments.

Any bargaining unit employee may voluntarily become a member of the Association. A member of the Association or an employee who has applied for membership may sign and deliver to the Employer a signed form authorizing the payroll deduction of dues, assessments, and/or contributions to the Association, if received in a hard copy signed form or an electronically signed form provided by the Association shall be accepted and processed by the Employer.

The Employer shall process payroll deduction forms received from members within 10 (ten) days of receipt. Such authorizations shall continue in effect from year-to-year unless revoked in writing by the member under procedures administered by the Association.

Pursuant to such authorization, the Employer shall deduct a proportionate amount from each employee's paycheck of such dues, assessments, and/or contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in the first paycheck in September.

If the payroll deduction amounts change within the course of any school year, the Association shall provide to the Employer a payroll change form for any affected member to apply within 10 (ten) days of receipt to any remaining pays per the deduction schedule defined above.

Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such member and make appropriate remittance for MEA-FS's MEA-sponsored programs, MESSA programs not fully Employer-paid, credit union, savings bonds, or any other plans or programs jointly approved by the Association and Employer.

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Upon receipt of authorized payroll deductions for Association dues, assessments, and contributions to the Association, the Employer shall transmit these payments to the Michigan Education Association via provided ACH within 10 (ten) days of when the payroll deductions took place.

Accompanying the distribution of payments will be a report indicating the specific categorical (dues and MEA assessment) amounts attributable to each employee with the employee's name, employee ID number (if applicable), and payroll ID number (if different than employee ID). The Association will provide a spreadsheet template for the ease of reporting this information. This Association-specific report shall be provided via email to the Association within the 10-day requirement as a spreadsheet attachment.

In the event of any legal action against the Employer brought in a court or administrative agency because it complied with this section, the Association agrees to indemnify and defend such action, at its own expense and through its own counsel, and the Association shall pay the Employer attorney's fees, legal costs, and any and all damages of every kind, provided:

1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires and
2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels and
3. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

ARTICLE 3 – BOARD OF EDUCATION RIGHTS

The Association recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement and to the extent authorized by law, all rights to manage and direct the operations and activities of the School District and supervise the employees are vested solely and exclusively in the Board.

ARTICLE 4 – SUBCONTRACTING AND USE OF VOLUNTEERS

Section A: Professional Tasks and Duties

The District hereby recognizes that tasks and duties which are professional in nature and which fall within the scope of the work performed by bargaining unit employees as identified in the recognition clause of this Collective Bargaining Agreement, constitutes bargaining unit work; and the District agrees that such tasks and duties which are professional in nature shall be performed by KEA bargaining unit employees and shall not be subcontracted in any manner.

Section B: Non-Professional Tasks

The District may utilize persons other than KEA bargaining unit employees to perform non-professional tasks even though such non-professional duties may have at one time been performed by bargaining unit employees. The District may use volunteers or may subcontract such non-professional work without prior agreement of the Association.

Section C: Examples of Non-Professional Work

While the parties are in agreement that the terms "professional" and "non-professional" as they are applied to the historic duties of KEA bargaining unit employees are difficult to define, the parties are in agreement that examples of such non-professional work include the supervision of parking lots, the monitoring of hallways and locker rooms, the supervision of lunchrooms, the checking out of materials in libraries, and doing paperwork relative to the District's attendance policies. These examples are not meant to be inclusive or

exclusive but do represent the understanding of the parties regarding the concept of non-professional tasks and duties.

Section D: School Nurses

It has been specifically agreed by the parties that with the exception of the two current school nurse positions that nursing services may be supplied in the School District as determined by the District.

ARTICLE 5 – BOARD POLICY ON MERIT PAY

Section A: Additional Pay

In order to address Section 164(h) of PA 108 of 2017, MCL 380.1764 (h) of the State School Aid Act, the District shall adopt administrative guidelines regarding merit pay.

ARTICLE 6 - SCHEDULED HOURS

Section A: Work Hours

The regular school day covered by this Agreement and specific time schedules are included following the school calendar. Upon a teacher's request, exceptions may be authorized by the principal.

Employees are expected to remain after the close of the pupil's school day to accommodate parent-principal, student-principal consultations when requested. The principal shall make a reasonable effort to assure that the employee has sufficient time to prepare for such conferences. On Fridays and on days preceding holidays or vacations, the teacher's day shall end upon fulfillment of his/her responsibilities.

Section B: Required Meetings

Nothing herein contained shall be construed to relieve bargaining unit employees from their obligation to attend and participate in parent-teacher conferences and building, departmental and other meetings called by the Administration. Employees shall be required to attend not more than one (1) open house each semester. Such open houses may be scheduled only on Monday through Thursday during the school week.

No employee shall be required to attend after-school meetings scheduled by the District for more than two and one-half (2 1/2) hours of meeting time per week. No staff meeting will extend beyond 5:00 p.m. For the purpose of this limitation, the following shall be excluded:

> Joint Association-District committees, system-wide curriculum meetings involving entire staffs (i.e., all elementary, all middle school, or all senior high employees), parent-teacher conferences, general staff meetings called by the Superintendent, KEA meetings called by the Association or any meetings required by State and/or Federal regulations involving special education students (i.e., IEPT). Employees shall attend after school functions which they sponsor.

All required District Professional Development meetings shall commence no later than thirty (30) minutes after the earliest dismissal of all affected groups. All on-site meetings will commence no later than ten (10) minutes after student dismissal.

One building staff meeting per month will take place on either the second or fourth Monday and shall be limited to one (1) hour in duration. Professional Development (PD) meetings will take place on those Mondays and Wednesdays designated in the Calendar Agreement. The Monday PD meetings will be no longer than two

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(2) hours in duration, and the Wednesday PD meetings will be no longer than one-and-a-half (1-1/2) hours in duration.

Regular building Professional Development sessions will be scheduled each semester. Such meetings will be held on the first Monday of any given month and shall be limited to two (2) hours in duration. There will be no building staff meetings or Wednesday after-school meetings during weeks in which Monday Professional Development sessions are held after school. An agenda for each Professional Development session will be developed and distributed to staff at least three (3) days prior to the scheduled session.

It is the District's responsibility to ensure that no staff member is requested to attend more than one (1) K-12 department meeting per semester.

There shall be no meetings during records or release time, and no required meetings after school on records or release time days, except as noted in the calendar. There will be no meetings on the second Tuesday of the month called by the District.

The appropriate administrator shall notify staff by email of required and voluntary meetings not posted on the contractual calendar not later than Tuesday by the end of the teacher workday of the week prior to the meeting date. The appropriate administrator shall also notify staff by email of any cancellation of a scheduled meeting not later than Tuesday by the end of the teacher workday of the week prior to the meeting date. It will be the employees' responsibility to review meetings they are to attend.

The schedule for required or voluntary meetings can be changed by the District in the case of an emergency, such as a snow day or building disruption.

It is understood that voluntary District PD meetings are offered to enhance instructional practice, and that attendance is not mandatory.

Section C: Duty Free Lunch Periods

Duty-free lunch periods for all full-time employees in the middle school and senior high schools will be provided. Such period shall equal one (1) module, or one-half (1/2) class period at the middle school level, and no less than twenty-five (25) minutes at the senior high. Full-time elementary employees will receive thirty (30) minutes duty-free lunch periods except in special education programs or in regular elementary schools where adjustments may be made with the understanding that equivalent compensatory time will be provided for employees in such programs and/or in those schools in which shortened lunch periods are scheduled and in which the school day is shortened by an equivalent length of time. Employees will not be required to remain in the building during this time provided they notify the building office.

Section D: Weekly Work Load

Unless there are letters of Agreement modifying these provisions, the normal weekly teaching load in the middle school and senior high schools for all full-time teachers will be twenty-five (25) teaching periods and five (5) assigned preparation periods. Assigned supervisory periods shall be considered teaching periods.

Section E: Elementary Planning Time

The District will provide planning time to every elementary employee. Such time will be scheduled during the art, music, physical education, library skills, computer skills, and/or foreign language classes. These special classes will be a minimum of five (5) sections per week, of at least thirty (30) consecutive minutes in length. Full-time special area employees will also have equivalent planning periods. Such time is to be in addition to any time prior to the beginning of instructional day or after the end of the instructional day.

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It is recognized, however, that the constraints of financial resources and/or extenuating circumstances, may prevent implementation of this planning time every day for every teacher.

In any event, however, every full-time elementary teacher shall have a minimum of 170 minutes planning time each week, averaged over a two (2) week period. Part-time teachers in the elementary school will receive a pro-rata amount of planning time.

To ensure the most effective implementation of this article, the Contract Review Committee will review and monitor each building's teaching schedule for the purpose of working toward the goal of providing thirty (30) minutes planning time per day.

Full-time special education teachers will receive an equivalent of planning time, but it may be prior to student arrival in the morning, and/or following student dismissal time in the afternoon if the students' day is different from the regular elementary day.

Section F: Additional Elementary Planning Time

In addition to the planning time provided in Section E, each elementary classroom teacher shall be provided daily twenty (20) consecutive minutes of planning time, contiguous to the teacher's lunch period or contiguous to the teacher's regular 30-minute planning period. Students during such periods shall be supervised by non-bargaining unit employees.

Special teachers and ancillary staff such as art, music, physical education, computers, foreign language, instructional specialists, itinerant special education, librarians, and student services shall also receive an additional amount of planning/preparation time equal to 200 minutes over each full two (2) week period. No one block of planning/preparation shall be less than twenty (20) minutes in length. Such planning/preparation time may be scheduled following the first bell at the start of the school day; contiguous to lunch or existing planning time; at the end of the school day prior to students' dismissal; or at other times during the school day following consultation between the building principal or coordinator and the affected teacher.

The parties agree that a committee shall be established to monitor this planning time provision. The committee shall be composed of eight (8) members, four (4) to be appointed by the Association and four (4) to be appointed by the School District. The District agrees to provide all data in a timely fashion needed for the committee to effectively monitor this provision and prepare the report. This committee shall convene during the 2005-06 school year to devise a recommendation regarding increasing elementary planning time. Said recommendation will be forwarded to the parties' respective bargaining teams to be acted upon in a successor agreement.

Section G: Planning Time Exclusions

When assembly programs, fire drills, mandated state-wide testing and emergencies conflict with an employee's planning time, this provision shall not apply.

Section H: Inclement Weather and Make-Up Days

When road conditions, weather, or other acts of God results in the cancellation of school in the school district where the employee resides, the employee shall (1) contact their designated supervisor; and (2) report for work if conditions clear. When a teacher is delayed by the above conditions, the absence – in half-day increments – will be deducted from personal business leave. If no such leave is available, there will be a pro-rata pay deduction.

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When due to the above conditions, schools are closed by the Superintendent, teachers need not report for work and they need not contact the person to whom they are responsible. Grades will be regularly entered into current teacher grading system. When regular school buses do not run, the Superintendent should consider this a factor in determining whether or not school should be closed. The District will communicate to parents that student progress may not be up to date due to inclement weather.

The parties agree that the decision to hold school during Mid-Winter Break for stated make-up days shall be made and communicated to staff no later than the close of school the Tuesday prior to the Mid-Winter Break. A similar pattern shall be followed to establish the calendar and snow days' notification date for each year of this contract.

Section I: Student Testing

A schedule for all standardized testing will be distributed to staff during the month of October. Proficiency testing for high school students shall occur at the same time and on the same schedule for all high schools.

ARTICLE 7 – STAFFING/CLASS SIZE

Section A: Pupil-Teacher Ratio

The parties recognize that the pupil-teacher ratio is an important aspect of an effective educational program. Therefore, the District shall maintain the pupil-teacher ratio in accordance with the following provisions.

Section B: Staffing Levels – Elementary

1. In estimating building enrollments, the District will use its best projections, taking into account traditional enrollment increases that occur during the year at particular buildings.

2. In the spring when building administrators receive staffing projections for the next school year, a copy of each building's staffing projections shall be sent to the Association.

3. In the spring prior to making assignments for the following year, principals shall consult with the building staff regarding class composition, student distribution and teacher assignment, and shall make every reasonable effort to balance class sizes equally in all grade levels.

4. For two weeks prior to the start of school, prior to a final staffing of elementary buildings, the District will conduct a media campaign to encourage early enrollment of students.

5. Kindergarten classes shall not exceed twenty-six (26) students.

6. Class size in a building by grade level shall not vary by more than three (3) pupils, and no third through fifth grade classroom shall contain more than twenty-nine (29) students nor shall any first or second grade classroom, in elementary schools that have 90% or higher "free and reduced lunch" in any of the last three previous fall counts, have more than twenty-eight (28) students and no classroom shall contain more than twenty-nine (29) students. Split classrooms shall not vary by more than six (6) pupils at each of the affected grade levels. This variance limitation shall exclude bilingual classes. At the request of the affected teachers and principals, the Contract Review Committee (composed of District and Association representatives) may agree to waive the provisions of this paragraph for a period not to exceed one (1) year. When it is documented that the variance is due to attrition, the waiver will be granted for a period not to exceed one (1) year.

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No waiver shall be granted for class size to exceed twenty-six (26), twenty-eight (28), twenty-nine (29) students in a classroom, depending on grade level and building.

7. All initial variances from the above criteria shall be corrected no later than the Friday after the week which contains 4th Wednesday. Variances occurring after this date will be corrected within one (1) week of identification.

   The District may make one of the following adjustments:
   a. Direct additional students to another "open" building.
   b. Hire another teacher.
   c. Obtain a waiver or another accommodation from the Association, but not to exceed the aforementioned class size maximums.

   No adjustments will be made after the beginning of the fourth quarter. The Association and the District will consult regarding the above criteria.

Section C: Special Education Counting

An identified student with a disability, excluding speech, who is assigned into an elementary regular education class for any portion of the day will be counted as a full-time student enrolled in that class.

Section D: Staffing Levels – Secondary

Recommended secondary class sizes shall be:

Subject	Class Size
All subjects not listed below	28
Industrial Arts	25
Vocational Shops	25
Art	25
Home Economics	25
Typing/Computer	25
Drafting	30
Pool	30
Physical Education	46
Study Hall	125
Counseling Groups	300
Instrumental Keyboarding	16
Orchestra (Middle School)	25
Orchestra (High School)	50
Choir	60
Marching Band	100

Section E: Maximum Sizes – Secondary

With the exception of classes in music, study hall and counseling group assignments, it is hereby agreed that the maximum number of students assigned to any secondary teacher shall not exceed one hundred sixty (160) students per school day and thirty-five (35) students per class period effective with the 2023-2024 school years. In the unusual event that a classroom teacher has been assigned either thirty-six (36) or thirty-seven (37) students, said teacher will be eligible for an additional payment of five hundred dollars ($500) for each class to which they are assigned that contains thirty-six (36) or thirty-seven (37) students.

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A physical education teacher who has been assigned forty-eight (48) students or more will be eligible for an additional payment of five hundred ($500) dollars for each class per trimester to which they are assigned that contains forty-eight (48) or more students. The maximum for physical education will be two hundred thirty (230) per school day.

In the event that physical education classes (or other courses, such as Athletic Conditioning) offered in a weight room exceed the reasonable space limitations for students (generally 35 students per class period) following the determination of class counts as described below, the principal and teacher, in consultation with the Association, shall within ten (10) school days, reassign students. In the event that the parties cannot agree on a resolution, the Association shall promptly consult with the Assistant Superintendent of Human Resources and the Deputy Superintendent for the purpose of reaching a resolution.

The secondary deans and building principals will prepare the master schedule within one (1) week of the last KPS Advanced Placement (AP) exam. If the district cannot provide this, they shall inform the Association and meet to discuss alternatives and additional compensation for counselors at Contract Review in April and May.

If the District has completed the course bulletin for the next school year beginning by January 1, The District central administrator responsible for secondary education shall meet with School Counselors by the first Thursday after Winter Break. If so, School Counselors shall have all student requests entered into the system by third Thursday of March.

Section F: Payments for Overages and Extra Preparations

A determination of class counts shall be made no later than fifteen (15) student days after the first day of the first trimester and ten (10) days after the first day of the second and third trimesters. After the initial determination of class counts, if the number described in Section E is exceeded, the teacher will be eligible for the additional payment.

For each course where the secondary maximum class size has been exceeded and additional payment is due, the teacher must submit a general reimbursement request form for sections eligible for overages. The teacher will obtain a signature from a building administrator on this form (or send an email to the building administrator with a "read receipt" and provide a copy of the form to Human Resources, either through Google Docs, hand delivery, or through email. The general reimbursement form request form must be provided to Human Resources no later than two days after the trimester ends. Payment for class size overages will be paid within two (2) pay periods after the close of each trimester. Bargaining unit employees are encouraged to turn in the documentation as soon as possible after they qualify for the overage. If a bargaining unit employee submits their form for preps or overage payment after the due date, then the employee shall receive a reduced payment based on the following schedule:

- One (1) day late will result in a 10% reduction for a 90% overage payment.
- After seven (7) calendar days, the overage payment will be reduced by 25% resulting in a 75% overage payment.
- After fourteen (14) calendar days, the overage payment will be reduced by 50% resulting in a 50% overage payment. This shall be the maximum reduction for a late submission.
- Any submission after twenty-one (21) calendar days will result in a significant delay in processing payment. Those submissions will be paid within two (2) pay periods.

The above process shall also be used for payment for extra preparations. Instead of attendance the teacher shall submit a copy of the general reimbursement form with the teaching schedule indicating extra preparation time.

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Also, the above process shall be used for overage payments relating to middle school daily caseloads of 159 and 160 as provide in Letter of Agreement # 1.

This Section F supersedes any contrary language or conflicting language within the middle school and high school letters of agreement.

Section G: Balance of Secondary Class Size

The parties are in agreement that the existing procedures developed to guide the secondary assignment process will continue to include: balance within departments, balance between departments, requirement that each full–time teacher teach at least three (3) classes (or 3-hour periods), and provisions that non–teaching assignments will be minimized. If the existing procedures are formalized or changed, the Association will have input during formalization or change and will receive final copies of the procedure upon request.

No section of a course in the same class period shall vary by more than three (3) pupils.

Section H: Secondary Schools

The 2007-2008 Collective Bargaining Agreement indicates that both Sections D and E of this Article apply to "secondary" schools. In fact, Letter of Agreement #1 sets forth provisions that deal with certain class sizes at the District's Middle Schools. It has been agreed that Sections D and E will continue in this Agreement to reference secondary schools in the event Letter of Agreement #1 would be negotiated out of the contract in some future year.

Section I: Notification of Limits

No later than ten (10) working days following the opening of school or five (5) working days following the onset of a violation of Section E thereafter, the District shall notify the Association of said violation and make the necessary adjustments.

Section J: Waivers

With written agreement from the Association, the District, and the affected teacher, class size maximums and the limitations on the number of students assigned to a teacher may be waived in individual cases.

Section K: Special Education Consideration

Special education class sizes shall comply with the KRESA plan approved by the Michigan Department of Education. If there is no KRESA Plan provision applicable, the State Board of Education Special Education regulations then in effect will govern. Consideration will be given to the reduction of class sizes in regular education secondary classes where identified students with disabilities are included.

Section L: School Counselors and 504 Plans

As a result of the District budgeting process, High School Counselors will not facilitate 504 Plans for the 2019-2020 School Year Nor will School Counselors facilitate Virtual Courses for the first five (5) students the School Counselors assigns to a Michigan Virtual courses, not offered by District the School Counselor will facilitate the virtual courses, for a student he/she assigns over the limit of five (5), not to exceed two (2).

Section M: Virtual Courses

Students enrolled in virtual course(s) that require mentoring to ensure State Aid for their enrollment shall be mentored by the online credit retrieval teachers unless the 5-student limit is exceeded in Section L. Article 7 shall apply and the maximum class size of 35 shall not be exceeded. If the assigned certified content teacher of record is someone other than the mentor teacher, then the teacher of record shall keep track of any additional

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hours of work over their regularly assigned duties in Illuminate, which additional hours will be compensated at the curriculum rate. The maximum additional hours for a teacher of record shall be limited to 10 hours per trimester.

Section N: Student Placement Mid-year

After the September 30, when pupils enroll in the District after the first school day, bargaining unit employees will be given at least 12 clock hours' notice prior to the pupil starting classroom instruction to allow for materials to be delivered to the classrooms. This notice shall be in writing. This notice will include but not limited to 504 plans, IEP or accommodations, Dismissal Plan, Health Care Plans, Behavior Plans. Notwithstanding, the pupil shall start attending the pupil's assigned classroom the start of the next school day after the pupil is enrolled. Students with an IEP or section 504 plan shall attend class immediately as required by the student's IEP or section 504 plan. The District may acclimate the student to the building prior to their first (1st) attendance day.

ARTICLE 8 – WORKING CONDITIONS

Section A: Teaching Materials

The District recognizes that appropriate teaching materials, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Further, that efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups and women to the history, scientific and social development of the United States. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board agrees to act on the recommendations made by its representatives and the Association. The District agrees to keep the schools reasonably equipped and maintained.

Section B: Clerical Materials

The District agrees to make available for employee's use in each school typing, duplicating, stencil, and mimeograph facilities to aid in the preparation of instructional material. Teacher-made instructional materials may be taken by the employee to other buildings within the school system, in the event of the teacher's transfer.

Section C: Reimbursement for Employee's Property

The District shall reimburse an employee for the loss, damage, or destruction of personal property which was utilized in the performance of the employee's instructional duties and which was damaged as the result of acts of nature, such as wind, fire and water. In addition, the District shall reimburse an employee for loss, damage or destruction of personal property which was utilized in the performance of the employee's instructional duties and which was damaged as the result of the acts of students, school district employees or other individuals who are responsible for such loss. Items utilized for instruction and personal property, such as glasses and watches, will not be subject to a depreciation factor when calculation is made relative to the value of such items. Items such as clothing and vehicles shall be subject to normal depreciation when calculating an employee's loss. The District will reimburse the employee up to an amount equal to the deductible on the employee's insurance which covers the loss; but in no case shall such reimbursement exceed $500.00. There shall be no reimbursement for any loss or damage in cases where the employee did not exercise reasonable care to secure and/or protect the personal property.

Section D: Facilities

The District shall provide:

1. A desk for each employee in the District, as well as a lockable drawer space.

2. Appropriate space for each employee to store coats, overshoes, and personal articles.

3. Chalkboard or whiteboard and bulletin board space in every classroom where needed.

4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.

5. A dictionary in every classroom where requested.

6. Storage space in each classroom for instructional materials.

7. Attendance, grade, and plan books, approved grade-level paper, pencils, pens, chalk, whiteboard markers, erasers, and other such materials required in daily work responsibility.

8. Wireless internet access and, within available resources, computers, or similar devices.

Section E: Employee Facilities

The District shall make available in each school a lunchroom, restroom, and lavatory facilities for employee and other adult use. A lounge or study area, appropriately furnished (including a telephone), shall be reserved for use by faculty. Provision for lounge and study areas will be made in all future buildings. Such facilities shall not be available to students.

Section F: Testing and Consultation Facilities

The District shall make available in each school a room, other than a hallway, for personnel to conduct testing, consultation, and program implementation.

Section G: Telephones, Email Address and Text Messaging

Telephone facilities shall be made available to employees for their use. Telephones provided by the District are designed for school use and such calls shall take precedence over personal calls. At no time may telephones be used by teachers making long distance calls without the express permission of the building principal. Use of any phone during instructional time shall be limited to emergencies and appropriate school-related matters.

The District shall provide each bargaining unit employee an email address for conducting school related business communications. A bargaining unit employee's immediate supervisor shall be responsible for ensuring all District level communications related to job responsibilities are forwarded to each employee.

Bargaining unit employees may opt into the use of their personal mobile device for business related text messaging or instant messaging. Bargaining unit employees shall not be required to act upon or respond to a text message or instant message. Bargaining unit employees may opt out at any time.

Section H: Parking

Parking facilities shall be provided for employee use and reasonably maintained.

Section I: Medical Testing

The District shall provide, at no cost to the employee, all medical testing and examinations required to maintain employment if the teacher's personal insurance coverage does not cover such costs.

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Section J: Library Services

The District recognizes that elementary library service is an integral part of the curriculum and will give due consideration to the restoration of professional elementary library staffing.

Section K: Student Immunization

The District agrees to ensure that all new students enrolled in the Kalamazoo Public Schools shall meet minimum state immunization requirements.

Section L: School Access

The appropriate administrator and employees will work out an arrangement whereby workspace may be accessed outside of normal work hours.

Section M: Additional Assignments

Any non-classroom teaching assignment not requiring teacher certification to qualify in addition to the normal schedule during the regular school year, including: driver education, extra duties enumerated in Appendix B, and summer school courses, shall not be obligatory but shall be with the consent of the bargaining unit employee. No employee in the summer school program shall be required to work a split shift or to teach less than two (2) hours per day. The pay for members of programs referred to above shall be outlined in Schedule B in Appendix 3.

Section N: Daily Preparations

A building principal will shall make every effort to keep the number of daily preparations at a minimum.

Section O: Certification Preference

Prior to completing a schedule and at the teacher's request, a personal consultation will be held with said teacher by the appropriate administrator or department head, to discuss preferences of teacher as to courses they are qualified to teach.

Section P: Revocation of Professional Licensure Notice

Whenever either party becomes aware of a request of revocation of professional licensure or certification pursuant to state or federal law the party shall, within five (5) working days, notify the other party of such request.

ARTICLE 9 – ACADEMIC FREEDOM

Section A: Foster Democracy

The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.

Section B: Individual Expression

Freedom of individual expression for employees is guaranteed and will be encouraged within the limits of the adopted curriculum, instructional theme or focus, courses of study, and the official policies of the District.

Section C: Educator Diversity

The parties recognize that teaching is a complex discipline that is enhanced by freedom, creativity, and diversity of character and methodology among its faculty that provides a successful learning environment for all students. Further, in recognition of the fact that quality educators constantly strive to grow professionally,

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the District agrees to: (1) disseminate information and provide in-service training on methods of instruction; (2) encourage the exploration, staff development, and utilization of a variety of successful teaching methods; (3) encourage and assist educators to incorporate the best of their preferences or personal styles into their teaching methods; (4) plan and prescribe teaching methods used to assist ancillary staff placed on a Plan of Assistance.

Section D: Student Expectations

The parties agree that students can expect and will receive: (1) a free and undistorted view of subject matter with varying points of view; (2) equal educational opportunity regardless of race, color, creed, gender, handicap, or national origin; and (3) confidential and professional treatment in regards to disclosure of information regarding a student's school and/or personal performance.

Section E: Positive Learning Experience

The District and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, and economic and social environment. To that end, the District and the Association agree that every effort will be made to maximize a positive learning experience in that classroom.

Section F: Grade Change

1. Except as provided in this Section, the board of the Kalamazoo school district shall not permit any board member, superintendent, assistant superintendent, principal, assistant principal, guidance director, teacher, or any other person to change a grade given to a pupil by a teacher unless the teacher who gave the grade to the pupil is informed in writing of one or more reasons why the grade should be changed and the teacher concurs in the grade change.

2. An administrator, or his/her assistant administrator as designated, shall be responsible for receiving and handling grade change requests, including informing the involved teachers and the affected pupil. Challenge(s), if any, will be made in a timely fashion. If the teacher who gave the grade does not concur in a grade change proposed, a teacher in the school, a counselor in the school, or the principal of the school, after consulting with the teacher who gave the grade and the proponent of the grade change, may cause a review panel described below to convene to consider a grade change. A person causing a review panel to convene shall file a notice to that effect with the board designee, and the review panel shall meet to consider the proposed grade change within twenty (20) days after the notice is filed with the board. After evaluating the reasons for the proposed grade change, the review panel, by a majority of its members, may approve, disapprove, or modify the proposed grade change. The review panel shall not approve a proposed grade change or approve a proposed grade change as modified by the review panel, unless the review panel finds that the proponent of the grade change has met the burden of establishing that there was no rational basis for the challenged grade under the teacher's established grading procedures.

3. A review panel shall not convene unless the proponent of the grade change submits a request for the grade change to the principal in writing setting forth the reasons for the grade change within thirty (30) days after the pupil received the grade.

4. A review panel considering a grade change under this section shall be composed of three (3) teachers selected by their bargaining unit (at least one (1) teacher from the department/grade being reviewed), one (1) board member selected by the board, and the district superintendent or the superintendent's designee. The person who causes the review panel to convene shall not serve as a member of the review panel.

5. The teacher who gave the grade or the proponent of the grade change may appeal the written decision of the review panel to the board no later than thirty (30) days after the date of the decision. The board shall

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consider the appeal at a meeting of the board at which the reasons for and against the proposed grade change are reviewed. The board, by a majority of the board members elected and serving, may approve or disapprove the decision of the review panel. The decision of the board on whether or not the grade is to be changed is final.

6. If there is no timely appeal, the decision of the review panel is final.

7. If a pupil's grade is changed by a review panel or school board, a notation shall be made in the pupil's record that the grade change was made by a review panel or school board.

8. All meetings of the review panel shall be held at a time mutually acceptable among the parties involved.

9. The review panel shall render a written decision with rationale for their position no later than seven (7) business days after the hearing. A copy of the decision shall be delivered by the administrator to both the affected teacher and the pupil.

10. All proceedings under the article shall comply with the requirements of the Family Educational Rights and Privacy Act of 1974, with regard to the confidentiality of student records.

11. No one may serve on the review panel who is identified as having a potential conflict of interest in the matter.

ARTICLE 10 - ANCILLARY STAFF ASSIGNMENTS

Section A: Assignment in Areas of Certification

Ancillary staff shall not be assigned outside their area of qualifications and certification, except temporarily and for good cause. Said assignment shall be made only when no other practical option is available and with the ancillary staff employee's approval. For the purpose of this paragraph, "temporarily" shall be defined as not to exceed the duration of the semester except that said time may be extended by mutual agreement between the Administration and the affected ancillary staff. This paragraph shall also apply to summer school ancillary staff.

Section B: Schedule Notification

Ancillary staff shall be notified in writing of their forthcoming schedule, school, and grade assignment on or before the last student day of the school year, although it is recognized by the Association that such schedules may be subject to change due to such factors as enrollment. Ancillary staff without an assignment in their building will also be notified of that fact by the April posting, but no later than prior to the May posting.

Because transfer requests continue to be effective after the May posting, it is understood that an ancillary staff employee who has not rescinded their request(s) may still receive another assignment pursuant to such request(s). Ancillary staff who may later be affected by a change in such schedule, school, subject or grade assignment will be notified and consulted by the School District as soon as practicable, but no later than seven (7) calendar days of such change.

Section C: Additional Assignments

Any assignments in addition to the normal teaching schedule during the regular school year, including: driver education, extra duties enumerated in Appendix B, and summer school courses, shall not be obligatory but shall be with the consent of the bargaining unit employee. No employee in the summer school program shall

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be required to work a split shift or to teach less than two (2) hours per day. The pay for members of programs referred to above shall be outlined in Appendix B.

Section D: Accreditation Facilitators and Special Education Department Heads

1. Facilitators (one (1) at each high school) of the high school accreditation process shall receive one (1) hour of released time each day. Said released time from teaching shall be spent on accreditation activity.

2. Special Education Department Heads at the High Schools shall be assigned at least 4 classes over the course of the three trimesters. The building administrators shall have discretion of when and which four classes will be assigned.

Section E: Instructional Assistance

Employees should request and receive instructional assistance from the appropriate administrator/supervisor when needed in order to improve their performance.

Section F: Daily Preparations

A building principal shall make every effort to keep the number of teacher daily preparations at a minimum.

Section G: Minority Personnel

The District and the Association, in recognition of the desirability of multi-ethnic representation on the faculty, hereby declare a policy of actively seeking minority group personnel.

Section H: State Certification Code

It is understood and agreed that the District, in employing bargaining unit employees, will comply with the requirements set forth in the State Certification Code.

Section I: The Webb Act

Whenever either party becomes aware of a request of revocation of certification (under the Webb Act) that party shall, within five (5) working days, notify the other party of such request.

Section J: Certification Preference

Prior to completing a schedule and at the teacher's request, a personal consultation will be held with said teacher by the appropriate administrator or department head.

Section K: Non-Professional Assignments

No ancillary staff member in the secondary school shall be assigned lunchroom duty, hall duty or bus duty in lieu of a professional assignment as part of his/her regular school day expect when, in the judgement of the principal, it is absolutely necessary.

Section K: Non-Professional Assignment

No teacher in the secondary school shall be assigned lunchroom duty, hall duty or bus duty in lieu of a class assignment as part of his/her regular school day except when, in the judgment of the principal, it is absolutely necessary.

Section L: Supportive Services

Appropriate supportive pupil personnel services will be made available to employees when requested.

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ARTICLE 11 – JOB SHARING/PART-TIME

Section A: Ancillary Job Sharing

In order to provide flexible scheduling, the concept of job sharing can be implemented by the District, as deemed necessary.

Section B: Written Notification

Bargaining unit employees wishing to participate in job sharing shall make written request to the Human Resources Department by the Teacher Transfer deadline prior to the year of implementation.

Section C: Posting

In the event that a teacher job share vacancy becomes available after the application deadline, the position shall be posted.

Section D: Approval

Approval can be granted with the agreement of the building principal and with agreement of the job sharing team, where applicable.

Section E: Work Schedule

The District retains the right to establish the daily work schedule.

Section F: Layoffs

In the event that layoffs become necessary, ancillary staff personnel assigned to job sharing will be subject to layoff in accordance with the same rules as applied to those in full-time assignments.

Section G: Recall

In the event that a job sharing assignment becomes vacant and an ancillary staff recall is required, the position will be posted and the most-senior ancillary staff applicant will be recalled.

Section H: Annual Increases

Bargaining unit employees assigned to job sharing shall increase one (1) increment annually.

Section I: Compensation

Reimbursement shall consist of the prorated payment of salary, retirement, and medical insurance premiums. Full payment for dental and vision insurance shall be made by the District. Proration of salary and benefits shall be at the same fraction as time worked in classroom instruction.

Section J: Job Responsibilities

Such job sharing and part-time bargaining unit employees shall be responsible for all the regular duties performed by professional staff at no extra pay, including:

1. Preparing daily lesson plans.

2. Preparing report cards.

3. Responsibility for information given at staff and curriculum meetings held after the instructional day. (It will be required for meetings that at least one team member be present who will share the meeting contents with their partner. If there is no job share partner or part-time teacher who works on the day or time of the meeting, the teacher is responsible for obtaining the meeting content in a consistent and obvious manner.

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On occasion, actual attendance at staff meetings may be required. Such occurrences shall not average more than twice per semester.)

NOTE: Required attendance at a curriculum meeting held during the instructional day will be paid on a pro-rata basis if the part-time/job share employee is not regularly scheduled to work.

4. Attendance at parent conferences equal to percent of contract time.

Section K: Length of Appointment

Appointment to job sharing will be for one (1) year. The District reserves the right to cancel a job sharing position at the close of the contract. The employee may have the right to return to full-time employment the following year with prior notice to Human Resources by the Teacher Transfer deadline, provided the employee has previously received tenure as a full-time teacher. A request for full-time status made after the Teacher Transfer deadline may be honored prior to the start of school, but only as qualified positions become available.

Section L: Substitution

In the event a job sharer substitutes for a partner, the bargaining unit employee shall receive pro-rata salary.

ARTICLE 12 – TRANSFERS AND VACANCIES (APPLICABLE ONLY TO ANCILLARY STAFF)

Ancillary staff positions will be staffed at the District level. Placement of ancillary staff shall mean and include the filling of vacancies, voluntary and involuntary transfers, job sharing and any decision which involves the placement of certified ancillary staff in an assignment.

Section A: Involuntary Transfers

The parties agree that un-requested transfers of ancillary staff shall be minimized and avoided whenever possible. Involuntary transfers will be made only after the District has conferred with the Association and with the affected ancillary staff employee, and only for reasonable and just cause. An analysis of educational needs and qualifications will be the primary criteria for making involuntary transfers. All factors related to these criteria being equal, seniority will be the factor for considering ancillary staff involuntary transfers. The parties also agree that there may, from time to time, be an instance when in the best interests of education or of an individual ancillary staff that involuntary transfers are made. In such instance, the District shall, after consulting with the Association, determine appropriate action. The ancillary staff employee shall be entitled to consult with the Association and the principal prior to final action being taken on such transfer. Official notification of transfer shall be from the Human Resources Office. Such notification shall occur at least ten (10) days prior to the transfer taking place and will include written reasons for the transfer.

Section B: Transfer Requests

Ancillary staff members who desire a change in assignment or who desire a transfer to another building shall file a written statement of such desire on the District's online transfer forms. Receipt of application shall be acknowledged by the online system.

1. The District may consider a request to transfer from ancillary staff. Ancillary staff should have two (2) or more years' experience to be considered for a District transfer. Exceptions may be considered.
2. Once a request has been granted, additional transfers may be made for the coming year based on District needs. Ancillary staff must wait one (1) school year to make another voluntary transfer request unless the stipulation is waived by the District.

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3. A voluntary ancillary staff transfer request may have up to three (3) requests on it (two specific and one broad). There will be no exceptions.
4. The requests may be prioritized at the option of the employee.
5. The District Transfer List will be used in conjunction with ancillary staff members' responses to the Spring Posting to determine positions.
6. Any transfer requests may be withdrawn in writing by the date specified in the staffing timeline.
7. If ancillary staff have been displaced from their positions and would like to return to the previous assignment or building, ancillary staff should note their desires on the transfer request form through a specific or broad request. Such displaced staff shall be granted the next vacancy in their former position.
8. If two (2) ancillary staff in different buildings would like to switch assignments, the Transfer Request Forms will be reviewed and will require District approval, which shall not be unreasonably withheld.

Section C: Request Deadline

Except for transfer requests in response to a specific posting, ancillary staff members must file transfer requests with Human Resources via the District's online transfer form prior to the last day in March. Ancillary staff members who have requested transfer or reassignment shall be notified by the Administration when action on said transfer or reassignment has been taken. The District Transfer List of all transfer requests for any school year shall remain active until the State-designated Fall Student Count Day of the subsequent school year. Any transfer request granted from the District's Transfer List after the start of the school year may be refused by the requesting ancillary staff employee. The District may fill such vacancies as provided in Article 12, Section D. Transfer requests received at the start of the school year shall not become active for placement until after the State-designated Fall Student Count Day. If ancillary staff vacancies occur which allow for involuntary transfers to be reversed, the District will do so. (If more ancillary staff members volunteer to move as a result of a reduction in a building or department, only the more senior individual(s) needed to accomplish such reduction will be allowed to submit transfer requests.)

There will be at least two (2) joint in-service meetings by KEA and KPS Human Resources held prior to March 1st regarding "How to file a valid transfer form."

Any ancillary staff employee who is advised that he/she is being displaced following the Transfer List deadline may submit a new Transfer request within seven (7) calendar days of such notification.

Section D: Vacancy Announcements

Spring Posting

On or before the second Friday in May the District shall announce online and in special bulletins distributed to, and posted in, each work site a May posting of vacancies resulting from resignations, retirements, terminations, out of unit transfers and the creation of new positions. Such bulletins shall also be mailed to the KCEA office and to all members on leave of absence at the time of the posting. Ancillary staff shall have seven (7) workdays from the transmission date of the posting to submit transfer requests for positions announced in said posting. Receipt of application for transfer shall be acknowledged by the District within five (5) workdays. On or before the last student day of the school year, all transfer applications shall be acted upon and affected ancillary staff members notified in writing.

Vacancies created by transfer, which are being filled by currently contracted ancillary staff members, shall not be posted. Ancillary staff vacancies for which no transfer request is honored may be filled with new hires.

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Ancillary staff vacancies which occur in the School District after the May Posting as a result of ancillary staff resignations, retirements, terminations, out of unit transfers and the creation of new positions will be filled by the School District utilizing the Master List until August 1st. Such ancillary staff assignment need not be reposted the following spring. After August 1st, the District could utilize the Master List, fill with a new hire, fill with a displaced ancillary staff employee, or take other action to fill as permitted by this Agreement. If the District fills such vacancy without utilizing the Master List, it shall identify from the Master List the most senior qualified ancillary staff employee requesting that position who shall be awarded the position the following school year. If the most senior ancillary staff employee declines such position in writing within five (5) school days, the next most senior ancillary staff employee requesting said position on the Master List will be awarded the position for the following school year. This methodology shall continue until all such Master List requests have been exhausted. In the event there are no qualified ancillary staff members requesting said position on the Master List or in the event all qualified ancillary staff members decline said award, there will be no further action required by the District.

Only those positions which never existed previously, i.e., newly created positions, will be required to be posted the following spring. For the purpose of the transfer/vacancy language, "newly created position" shall be defined as a position which did not exist in the prior school year. Assignments made to vacancies resulting from the granting of a transfer request from the Master List need not be posted the following spring.

It is agreed that the District would remain cautious in allowing transfer rights to probationary ancillary staff members.

During each step of the process as outlined in this Section, no assignment of a new ancillary staff employee to a specific position in the school system shall be made until all pending transfer requests from displaced ancillary staff have been acted upon as stated herein.

The ancillary staff applicant can secure the application form from the Human Resources Department and the School Building Offices. If an application is on file, it may be updated each year by the deadlines in Sections C and D.

The District and the KEA mutually agree that all procedures regarding ancillary staff transfer requests will be posted online and available in each school office.

Section E: New Ancillary Staff Assignment

No assignment of new ancillary staff members to a specific position in the school system shall be made until all pending requests for reassignment or transfer to that position have been acted on.

Section F: Non-Unit Vacancies

All openings for administrative or supervisory positions shall be announced online and in special bulletins distributed to, and posted in, each work site. Such bulletins shall also be mailed to the KEA office and to all members on leave of absence at the time of the posting. Notices will include minimum qualifications, date of vacancy, required certification, application information and deadline for filing the application.

Section G: Qualifications

1. The administration shall fill vacancies from ancillary staff within the District, provided internal candidates are presently fully qualified.
2. The administration shall consider displaced ancillary staff, provided they are presently full qualified, in seniority order.

3. Applicants must meet all local and state qualifications for such position as defined in the announcement. Any qualified employee may apply for the positions described in Paragraph G and all applicants will be given due consideration.

Section H: Extra-Compensation Positions

All openings for extra-compensation positions covered by this Agreement shall be announced online and in special bulletins distributed to, and posted in, each work site. Such bulletins shall also be mailed to the KEA office and to all members on leave of absence at the time of the posting. The notice shall show the job title, the compensation involved, procedure and deadline for filing application and any other relevant information. Applications for said positions may be filed by the bargaining unit employee for said extra-compensation positions. All applicants shall be considered with respect to their training and experience.

Section I: Reassignment Guidelines

The voluntary reassignment and/or transfer of an ancillary staff employee will be made on the following basis: qualifications, mutual agreement of the ancillary staff employee and Human Resources, educational need and seniority.

A probationary ancillary staff employee must complete two (2) years at his/her work site before being allowed a voluntary transfer. A probationary ancillary staff employee will only be allowed one (1) voluntary transfer during his/her probationary period employment.

Section J: Part-Time Employee

The voluntary reassignment and/or transfer of a part-time ancillary staff employee who has satisfactorily completed a probationary period will be made in accordance with Section I.

Section K: Department Heads

In those curricular areas in which the District determines there shall be a department head, such department head shall be selected jointly by the principal and the department staff between April 15 and May 23 for the ensuing school year, and such department head shall be compensated in accordance with the extra-duty schedule applicable thereto. In the event that the principal and/or Appropriate Director and the department staff cannot reach agreement as to whom should be selected as department head, the issue as to whom will be appointed as the department head shall be referred to a committee of four (4) people. That committee shall be composed of the Assistant Superintendent of Teaching and Learning Services (TLS), the Superintendent of Schools or designee, the President of the Association and a building Association Representative of the affected building selected by the Association. When making its decision, the committee shall seek input from the principal and all staff members in the affected department. The decision of the committee shall be binding.

Section L: Specialized Layoffs

In the event it becomes necessary to reduce the number of identifiable specialized ancillary staff categories, such reductions will be made on a District-wide basis by seniority.

Section M: Surplus Ancillary Staff

When a cut is to be made in a building to ancillary staff positions, volunteers will be solicited. If there are no volunteers, the least senior person (District-wide seniority) shall be termed surplus ancillary staff if the remaining ancillary staff members are qualified for the remaining positions. The surplus ancillary staff is allowed to file a transfer request. The transfer rights of surplus staff to open positions are based on their District-wide seniority. It might be necessary to deny the transfer of a more senior ancillary staff employee if transfer would result in a layoff. If more than one senior ancillary staff employee has applied for a vacancy filled by the surplus ancillary staff transfer, the least senior ancillary staff request shall be the one denied.

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Section N: Use of Substitutes

Except as hereinafter provided, substitutes shall not be used to fill newly created positions and vacancies resulting from retirement, resignation, termination, or unpaid leaves of absence which exceed ninety (90) working days during the school year and for which the employee has no return rights. The District agrees that a decision to declare a position vacant will be made within ten (10) working days and filled within thirty (30) additional working days from the day the position becomes vacant. During these periods, the positions may be filled with a substitute. The parties recognize that the District will utilize a substitute in such position until a teacher can be hired who is found to be qualified by the School District. The Association shall be notified in writing of such situation no later than the above-stated deadlines. Vacancies in the second semester may be filled with a substitute.

In the School District, if a vacancy occurs during the first semester prior to the forty (40) working day timeline set forth in this Section, and it is the decision of the School District that the position will be eliminated at the end of the then-current semester, the District shall have a right to use a substitute in said position for the remainder of that semester; but such substitute shall have no seniority rights or recall rights in the bargaining unit. If the District changes its decision and decides at a later date to continue the position for the remainder of the school year, the affected substitute (now a new hire) shall have seniority rights and all other contractual rights from his/her 61st working day as a substitute.

Section O: High School Designated Vacancies for Athletic Coaches

When the District posts the vacancies at Loy Norrix and/or Kalamazoo Central, it shall have the right once a year to indicate that one of the vacant positions at each high school will be filled by an individual who is qualified for a particular head coaching position. Such positions shall be limited to ten (10) sports five (5) male, five (5) female designated by the District. The following sports are designated:

MEN		WOMEN	
Basketball	Track	Basketball	Swimming
Soccer	Wrestling	Soccer	Track
Football		Volleyball	

At the time of such posting, the District will indicate which high school coaching position is being designated for that upcoming school year. When filling the vacancies at the high school, the District has the right to place a qualified coach in one of the posted vacant positions. Once an individual is assigned to a high school as a result of the aforementioned process, he/she must continue in the previously designated coaching assignment for a minimum period of six (6) years. If the individual teacher who is placed in the high school as a result of a coaching assignment does not complete six (6) consecutive years of coaching the activity which results in his/her original placement, his/her teaching assignment shall be reposted at the conclusion of the school year in which the teacher concluded performing coaching responsibilities. The individual who held the vacated position may apply for the posted position on the same basis as teachers outside the building.

Section P: High School Designated Vacancies for Co-Curricular Coaches

When the District posts the vacancies at Loy Norrix and/or Kalamazoo Central, the District will indicate which high school coaching/performance position is being designated for that upcoming school year from the following:

Debate and Forensics; Drama; Band or Orchestra Coaching/Performance

When filling the vacancies at the high schools, the District has the right to place a qualified coach in the posted vacant positions. Once an individual is assigned to a high school as a result of the aforementioned process, he/she must continue in the previously designated coaching/performance assignment for a minimum period of

six (6) years. If the individual teacher who is placed in the high school as a result of a coaching/performance assignment does not complete six (6) consecutive years of coaching the activity which resulted in his/her original placement, his/her teaching assignment shall be reposted at the conclusion of the school year in which the teacher concluded performing coaching/performing responsibilities. The individual who held the vacated position may apply for the posted position on the same basis as teachers outside the building.

Section Q: Staffing of Counselor Position Vacancies

The District agrees to grant unpaid sabbaticals for any bargaining unit employees for the completion of the degree requirements for such positions.

The District and the KEA will work cooperatively to provide opportunities for bargaining unit employees to have the clinical requirement for the degree completed within the District. A committee, consisting of representatives of the District and the Association, will develop the implementation process for determining individual site needs. Said process will be presented to the KEA and the District for final approval.

Section R: School and Program Ancillary Staff Selection

Every candidate for an ancillary staff position at one of the District's Schools or Education Programs must understand the challenging and often unique character of the assignment. The following process shall be utilized by the District when selecting ancillary staff:

1. On or before the second Friday in May, Human Resources will announce the posted vacancies (see Section D, Spring Posting) on the Internet and via email to each bargaining unit employee. Such announcement shall include the minimum and desirable skills, certification, qualifications, and additional obligations required of an applicant to each position, as determined through mutual agreement with the Association. Any additional professional/staff development will also be listed. Any items not mutually agreed to may be subsequently promulgated by the District subject to a grievance regarding whether or not such District-developed entry was reasonable.
2. Every ancillary staff candidate to either a School or a Program may show evidence of training and/or experience to match the program or school.
3. Ancillary staff candidates will be selected upon best meeting the posted requirements. If two (2) or more candidates meet the posted requirements, then seniority shall be the determining factor.

Section S: KAMSC Staffing

Due to the uniqueness of the program, ancillary staffing for the Kalamazoo Area Mathematics and Science Center (KAMSC) shall be subject to the provisions of Article 12, with the following modifications, which shall not apply to other positions in the bargaining unit:

1. Candidates for an ancillary staff position at KAMSC may be sought outside of the District. A notice of a vacancy will be posted to all school districts within KRESA, as well as within state and national networks specializing in math, science, and technology secondary schools.

2. Qualifications for an ancillary staff position at KAMSC shall include: 1) a minimum of three years of successful experience in the content area, 2) an undergraduate major in the content area, and 3) a minimum of a Masters' degree in the content area, or equivalent coursework or experience.
3. A review of the candidates' qualifications will be conducted by a committee consisting minimally of a representative from Human Resources, the KAMSC Director, and two (2) KEA representatives selected by the Association members of the site. Interviews shall be conducted by the committee, prior to the end of the teachers' work year, if possible. Internal candidates will be considered before external candidates.

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4. The selection committee may recommend a waiver of one or more of the qualifications (see #2 above). Candidates shall be selected based upon meeting the posted requirements and best fit for the program.

ARTICLE 13 –STAFF EVALUATIONS (TA 9/9/24)

Section A. Evaluation of Ancillary Staff

The evaluation of the work and performance of all ancillary staff is the right and responsibility of the Administration. The District and the Association agree that evaluation is necessary for the continuous improvement of instruction, for reinforcement of good performance and for the identification of those areas for which ancillary staff may need assistance. The evaluation process shall provide for the use of recommendations for improvement and assistance to the ancillary staff. Details of the evaluation process, evaluation forms and the ancillary staff's general responsibilities are to be negotiated between the District and KEA. Every ancillary staff shall be provided a copy of this document at the beginning of the school year, or at the time of hire for a new ancillary staff and shall be provided training in the evaluation process. The "Framework" and all forms of the evaluation process shall also be available online, including specific rubrics for School Counselors, School Social Workers, Physical Therapists, Occupational Therapists, Speech Pathologists and School Nurses. Forms may be completed electronically, but printed copies must be filed with Human Resources, where required.

Section B. Teacher Evaluation

The Board's authority shall not be limited by policy or this summary in any decisions to non-renew a probationary staff member's contract at the end of the contract's terms.

Teachers will be evaluated pursuant to a performance evaluation system consistent with section 1249 of the Michigan Revised School Code and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:

1. A year-end evaluation process that meets statutory standards.

2. (20% growth). An evaluation tool the incorporates components required by law, including:

    a. The metrics will be for high school – The teacher shall select from a menu of District approved assessments, subject to the principal's written approval (10%); building growth goals (5%); and prior year Domain 5 score (5% if available; if not then building growth goals will be 10%). The metrics for elementary and middle school building growth goals (5% from the prior year); NWEA/MAP and/or Fast Bridge (5%); District approved class assessments (5%); Prior Year Domain 5 score (5% if available; if not then will be NWEA/MAP and/or Fast Bridge 10%).

    b. The teacher's performance.

    c. Objective criteria.

3. An individualized development plan (IDP) with performance goals developed by the evaluator in consultation with the teacher and recommended training designed to improve the teacher's effectiveness for:

    a. All probationary teachers;

b. Teachers rated minimally effective or ineffective during the 2023-24 school year;

c. Teachers rated needing support or developing; or

d. At the evaluator's discretion when performance deficiencies are noted.

4. Classroom observations of at least 15 minutes each which include, at a minimum, a review of the teacher's lesson plan, the state curriculum standard used in the lesson, and the pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items. *There will be a minimum of two observations*. At least one of the observations will be unscheduled.

5. A mid-year progress report, if required by law, which aligns with the teacher's individualized development plans, includes specific performance goals developed by the evaluator, and any recommended training identified by the evaluator.

6. A year-end performance evaluation effectiveness rating of effective, developing, or needing support. Effective 1.70 to 3.00; Developing .76 to 1.69; Needs Support 0.0 to 0.75; the District agrees to form a committee data to ensure teachers that will include tenured teachers to review data to ensure that ratings are identifying teachers who need support.

7. Tenured teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations shall be evaluated triennially, but if the teacher is not rated as effective on one of the triennial year-end evaluations, the teacher must receive year-end evaluations. The evaluator will have the discretion to stagger periodic evaluations to even out the evaluation workload. *Tenured teachers will be notified about the initially proposed evaluation cycle*. Employees will be notified of their primary evaluator by September 30 of each year.

8. A mid-year progress report and mentor for teachers rated Developing or Needing Support or for teachers in the first year of probation. *Mid-year progress report to be completed by March 1*.

9. A tenured teacher who receives a Needing Support annual evaluation rating will have the option to petition the Superintendent for the review and then request mediation as provided under section 1249 of the Michigan Revised School Code. *The request for mediation must be submitted in writing within 30 calendar days after the teacher receives the written response from the school district superintendent or intermediate superintendent*.

   If a teacher receives two consecutive Needing Support annual evaluation ratings, then that teacher can petition to the Superintendent for review, and if dissatisfied with the Superintendent's decision, demand binding arbitration. The legal standard that the Arbitrator will use to review the Superintendent's decision regarding Needing Support evaluation rating is whether the Superintendent's decision is arbitrary or capricious. The arbitration review is restricted to the second Needs Support evaluation rating. Both parties will pay equally in the cost of any binding arbitration.

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10. If a tenured teacher is rated ineffective or needing support on three (3) consecutive year-end evaluations, the teacher shall be discharged consistent with due process. The District is not precluded from discharging a teacher at other times as provided by the Teachers' Tenure Act.

11. The District will follow the three requirements of Section 1249 regarding unevaluated teachers: (i) less than 60 days of teaching; (ii) arbitration vacates a second consecutive needing support annual evaluation rating; or (iii) the evaluator agrees in writing not to evaluate because of extenuating circumstances such as a long term approved absence. If a teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used. If a written evaluation is not provided because of the District's omission, then the teacher shall be deemed effective.

12. Website posting of required information for the evaluation tool.

13. Training on the evaluation tool for teachers and evaluators as required by the law.

The District agrees to retain the status quo evaluation system for ancillary, non-teaching, professionally certified staff.

The Board proposes that upon tentative agreement, the TA be implemented immediately.

Section C. Freedom of Information

The employee will promptly be advised by the District's Human Resources Department that the employee's evaluation(s) have been requested. The only part of the evaluation to be voluntarily promulgated pursuant to the Freedom of Information Act will be that portion which complies with the law and the request.

Section D. Ancillary Staff Evaluation Process

1. Professional Growth and Evaluation Domains

The parties agree that a model of professional growth and evaluation shall be used to assess each ancillary staff employee's performance and effectiveness that is largely based on the work of Charlotte Danielson. It assesses each ancillary staff employee's competence and progress in meeting performance standards within five distinct domains of professional practice: Domain 1) Planning and Preparation, Domain 2) Classroom Environment, Domain 3) Instruction, Domain 4) Professional Responsibilities, and Domain 5) Student Growth Indicators. Each domain has multiple components and elements, with rubrics for assessing a teacher's strength and ability within each element. A weighted matrix will be used to summarize the ancillary staff employee's scores from all of these domains in order to arrive at an overall rating of teacher effectiveness, or a final "performance rating". Domain 1, Domain 2, and Domain 3 shall be weighted at twenty percent (20%) each, Domain 4 shall be weighted at fifteen percent (15%), and Domain 5 shall be weighted at twenty-five percent (25%).

2. Ancillary Staff Effectiveness Rating or Performance Rating

On an annual basis, every ancillary staff employee shall receive a final year-end performance rating of "Highly Effective," "Effective," "Minimally Effective," or "Ineffective." This rating will be based on the ancillary staff employee's progress towards his/her professional growth goals and other evidence of teacher effectiveness and will be summarized in the performance matrix described in 1 above. This rating shall be provided as part of a written performance evaluation prior to the end of the school year. The deadline for this final evaluation shall be determined by the ancillary staff employee's evaluation Track.

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3. Performance Evaluation Tracks

Each ancillary staff employee shall be placed on one of three evaluation "tracks," depending on both the ancillary staff employee's status and the ancillary staff employee's most recent performance evaluation rating(s).

a. Track I

i. Probationary Period

Track I shall apply only to non-tenured (probationary) ancillary staff members

aa. Any probationary ancillary staff employee who received an overall performance rating of less than "Effective" at the end of the prior year shall receive a mid-year progress report and an end-of-year performance evaluation. Second or third year probationary ancillary staff members rated less than "Effective" in two or more domains are encouraged to seek support from their principal.

bb. If a non-tenured ancillary staff employee receives a rating of "Highly Effective" in three consecutive annual year-end performance evaluations, s/he may attain tenure status after four (4) full school years of employment.

A probationary ancillary staff employee must complete two (2) years at his/her work site before being allowed a voluntary transfer, unless mutually agreed by the Association and the District.

ii. Individualized Development Plan (IDP)

An Individualized Development Plan (IDP) shall be developed annually, or as required by law, for a Track I ancillary staff employee. The IDP shall be developed by the ancillary staff employee's supervisor, in consultation with and input from the ancillary staff employee. This IDP shall be developed by the end of October for all ancillary staff members. For those hired after the start of the school year, the IDP will be developed between four (4) and eight (8) weeks following the ancillary staff employee's date of hire. Copies of all IDPs shall be filed with the ancillary staff employee, the ancillary staff employee's immediate supervisor, and Human Resources. See the "Framework for Professional Practice and Teacher Evaluation Process" for further details regarding the IDP process and procedures.

iii. Formal Observations

At least two (2) formal observations per year are required for ancillary staff members in Track I, at least sixty (60) days apart. In the case of a first-year or second-year Track I ancillary staff employee, at least one (1) observation shall be made prior to the ancillary staff employee's mid-year progress report. Annual evaluations shall include in-room observations of all aspects of the ancillary staff employee's instructional practice. Observations shall be conducted by the ancillary staff employee's supervisor. An observation shall be at least one (1) complete lesson, based on the lesson plans provided by the ancillary staff employee.

Observations shall be scheduled at least five (5) workdays in advance for a three-day window in which the observation would take place. If an observation needs to be rescheduled, the ancillary staff employee shall be notified of the date of the rescheduled observation no later than one (1) day

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prior to the end of the week in which the observation should have taken place, so as to accommodate lesson planning. A pre-observation conference shall be held to review the ancillary staff employee's IDP and those areas which might be observed. All monitoring or observation of the work of the teacher shall be conducted openly and with the knowledge of the ancillary staff employee. The parties agree that during an observation every effort will be made to maintain the normal teaching-learning process. An observation shall include assessment of the ancillary staff employee's skill and ability in the observed domains of the "Framework for Professional Practice".

A post-observation conference shall be held within five (5) workdays of the observation unless the ancillary staff employee agrees in writing to extend the time to conduct the conference, not to exceed thirty (30) days. In the event the meeting does not occur as a result of administrator unavailability within thirty-five (35) days of the observation, negative comments or concerns shall be excluded from the observation**.** The ancillary staff employee teacher shall bring a completed Post-Observation Reflection Form to this conference, and the administrator shall bring the completed Classroom Observation Form. The ancillary staff employee teacher and the administrator shall each retain copies of both forms.

As a result of this post-observation conference, identified areas of concern, together with suggested ways in which the ancillary staff employee is to improve, and identification of assistance to be given, may be addressed in the teacher's IDP.

iv. Additional Anecdotal Evidence

Additional evidence of an ancillary staff employee's professional practice may be gathered, such as: informal observation(s), walk-through observations, rapport and communication with parents, and voluntary service within the school community. Additional information about Domain 4 may be collected by the ancillary staff employee using the Professional Log and provided to his/her supervisor. Informal observations may be conducted, with the knowledge of the ancillary staff employee, by another administrator knowledgeable of the ancillary staff employee's content and/or grade level. Concerns or complaints may not be used as part of the ancillary staff employee's evaluation unless they have been brought to the attention of the ancillary staff employee in a timely manner and said discussion with the ancillary staff employee has been properly documented by the administrator.

v. Summative Assessment – (See Article 13.C.3.c.5 below)

vi. Ancillary Staff Employee Response

An ancillary staff employee who disagrees with an observation or evaluation may submit a written statement which shall be attached to all copies of the observation or evaluation. If the report contains information not previously discussed with an ancillary staff employee, the ancillary staff employee shall have the right to add information to his/her personnel file. Copies of the above-mentioned records may be sent to the Association at the discretion of the ancillary staff employee and it shall be the ancillary staff employee's responsibility to send said copies to the Association if he/she chooses to do so.

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b. Track II

i. Ancillary Staff with more than five (5) years' experience in KPS

Track II shall apply only to an ancillary staff employee who: 1) has received a rating of "Effective" or "Highly Effective" in his/her most recent annual performance evaluation, 2) is a teacher who is not eligible for tenure due to his/her certification but has moved beyond his/her probationary period. If an ancillary staff employee is rated as "Highly Effective" on three (3) consecutive performance evaluations, the school district may choose to conduct biennial performance evaluations for that ancillary staff employee. However, if a biennial evaluation results in a rating of "Ineffective" or "Minimally Effective," then the ancillary staff employee shall be subject to annual evaluations again.

ii. Professional Growth Plan (PGP)

A Professional Growth Plan (PGP) shall be developed or revised annually by an ancillary staff employee who has received a rating of "Highly Effective" or "Effective" in his/her most recent annual performance evaluation. The PGP shall serve as a guide for improvement of the ancillary staff employee's professional skills and/or practice, and for the pursuit of additional professional development opportunities. Upon reflection of the ancillary staff employee's self-assessment, prior year-end evaluation, and other collected evidence, such as observations and student assessment data, an ancillary staff employee may develop one or more goals for professional improvement. Such goals may be personal or may be a common goal shared with a group of other teachers working towards the same improvement goal. At an ancillary staff employee's choosing, an ancillary staff employee may have a combination of both personal and group goals. If two or more ancillary staff members share a professional goal that they intend to work on collectively, the group of ancillary staff members must meet with their supervisor as a group for the purpose of reviewing their collective goal(s).

This PGP shall be developed or revised by October 30, and copies filed with the ancillary staff employee, the ancillary staff employee's immediate supervisor and Human Resources. An Interim Progress Report (IPR) shall be completed by the ancillary staff employee at the midpoint of his/her PGP, and also filed with the ancillary staff employee, the immediate supervisor and Human Resources. An IPR will be filed no later than January 30 for a one-year PGP, and May 30 for a two-year PGP. The IPR shall consider student growth as a significant factor.

In the event that the District involuntarily transfers an ancillary staff employee to an assignment which s/he has not held within the last five (5) years, such ancillary staff employee shall not be placed on Track III, Formal during the first year of such assignment.

See the "Framework for Professional Practice" for further details regarding the PGP process and procedures.

iii. Formal Observations

For an ancillary staff employee, annual performance evaluations shall be based on multiple observations. Formal observations are not required but must be conducted at least once every three (3) years or less frequently. If the District chooses to do formal observations of an ancillary staff employee more frequently, or if the ancillary staff employee requests that an observation be included in their annual evaluation, then such observations shall be conducted by the ancillary staff

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employee's administrator. An observation shall be at least one complete lesson, based on the lesson plans provided by the ancillary staff employee.

Observations shall be scheduled at least five (5) workdays in advance for a three-day window in which the observation would take place. If an observation needs to be rescheduled, the ancillary staff employee shall be notified of the date of the rescheduled observation no later than one (1) day prior to the end of the week in which the observation should have taken place, so as to accommodate lesson planning.

All monitoring or observation of the work of the ancillary staff employee shall be conducted openly and with the knowledge of the ancillary staff employee. The parties agree that during an observation every effort will be made to maintain the normal teaching-learning process. Unless mutually agreed upon between the ancillary staff employee and the building administrator, an observation shall include assessment of the ancillary staff employee's skill and ability in the observed domains of the "Framework for Professional Practice".

A post-observation conference shall be held within five (5) workdays of the observation, unless the ancillary staff employee agrees in writing to extend the time to conduct the conference, not to exceed thirty (30) days. In the event the meeting does not occur as a result of administrator unavailability within thirty-five (35) days of the observation, negative comments or concerns shall be excluded from the observation. The ancillary staff employee shall bring a completed Post-Observation Reflection Form to this conference, and the administrator shall bring the completed Classroom Observation Form. The ancillary staff employee and the administrator shall each retain copies of both forms.

As a result of this post-observation conference, identified areas of concern, together suggested ways in which the ancillary staff employee is to improve, and identification of assistance to be given, may be addressed in the ancillary staff employee's PGP. If an administrator believes ancillary staff employee is doing "Ineffective" or "Minimally Effective" work in any domain, the reasons shall be set forth in specific terms as well as an identification of the suggested ways in which the ancillary staff employee is to improve and identification of assistance to be given. See Track III.

iv. Additional Anecdotal Evidence

Additional evidence of an ancillary staff employee's professional practice may be gathered, such as: informal observation(s), walk-through observations, rapport and communication with parents, and voluntary service within the school community. Additional information about Domain 4 may be collected by the ancillary staff employee using the Professional Log and provided to his/her supervisor. Informal observations may be conducted, with the knowledge of the ancillary staff employee, by another administrator knowledgeable of the ancillary staff employee's content and/or grade level. Concerns or complaints may not be used as part of the ancillary staff employee's evaluation unless they have been brought to the attention of the ancillary staff employee in a timely manner and said discussion with the ancillary staff employee has been properly documented by the administrator.

v. Summative Assessment – (See Article 13.C.3.c.5 below.)

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vi. Ancillary Staff Employee Response

An ancillary staff employee who disagrees with an observation or evaluation may submit a written statement which shall be attached to all copies of the observation or evaluation. If the report contains information not previously discussed with an ancillary staff employee, the ancillary staff employee shall have the right to add information to his/her personnel file. Copies of the above-mentioned records may be sent to the Association at the discretion of the ancillary staff employee, and it shall be the ancillary staff employee's responsibility to send said copies to the Association if he/she chooses to do so.

c. Track III –

Track I is reserved for an ancillary staff employee who is in need of assistance with one or more of the components or elements of the District's "Framework for Professional Practice". This process may be initiated at any time and is designed to deal with the improvement of professional competency. No ancillary staff employee shall be placed on Track III for issues unrelated to professional performance.

The Track I evaluation process is for an ancillary staff employee who has an observed and documented area of concern in one or more domains, as identified by the ancillary staff employee and/or his/her immediate supervisor. It is comprised of two paths: the Informal Process and Improvement Plan, and the Formal Process and IDP. The Informal Process may be used to address a limited number of competency issues, such as when multiple elements throughout the domains, or one domain, have been rated as "Minimally Effective" or "Ineffective". In these circumstances, either the ancillary staff employee or his/her administrator may initiate the Informal Process. The Formal Process should be used when an ancillary staff employee is rated as "Minimally Effective" or "Ineffective" in more than one domain, or on his/her year-end performance rating.

i. Informal Process and Improvement Plan

If an ancillary staff employee's immediate supervisor determines that a concern exists with respect to an ancillary staff employee's performance, a meeting shall be scheduled with the ancillary staff employee to discuss said concern, with recommendations for how the ancillary staff employee may address the issue. The concern(s) shall be specific, documented, and based in the "Framework for Professional Practice". Any recommendations for improvement shall be mutually developed by the ancillary staff employee and supervisor, utilizing the "Track III Improvement Plan Form" from the "Framework for Professional Practice" to document the concern and the ancillary staff employee's progress. Copies of the Improvement Plan shall be filed with the ancillary staff employee and the ancillary staff employee's immediate supervisor no more than five (5) workdays following the meeting.

Unless the ancillary staff employee and supervisor agree otherwise, at least two (2) formal observations shall be conducted at least twenty (20) workdays apart, with the first observation taking place no less than fifteen (15) workdays following the development of the Improvement Plan. These observations will focus on the Improvement Plan. A post-observation conference shall be held within five (5) workdays of the observation. The ancillary staff employee shall bring a completed Post-Observation Reflection Form to this conference, and the administrator shall bring the completed Observation Form. The ancillary staff employee and the administrator shall each retain copies of both forms.

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Within forty-five (45) workdays of being placed on the Informal Improvement Plan, a conference shall be scheduled between the ancillary staff employee and supervisor to review the ancillary staff employee's progress in addressing the Informal Improvement Plan. If the ancillary staff employee has made satisfactory progress, the ancillary staff employee will be moved back to Track I.

If the ancillary staff employee has failed to make satisfactory progress, resulting in the ancillary staff employee being placed on the Formal Improvement Plan, the ancillary staff employee shall be notified in writing five (5) workdays prior to the conference. The conference shall focus on the content of the IDP. The ancillary staff employee may have an Association Representative present during the conference.

An ancillary staff employee may be placed on the Informal Improvement Plan within forty-five (45) calendar days of the end of the school year. However, if such an ancillary staff employee does not make sufficient progress before the close of the school year, the Informal Improvement Plan may continue with the next school year.

ii. Formal Process and IDP

In addition to other reasons outlined above, an ancillary staff employee shall be placed on the "Track III – Formal" evaluation process because of, but not limited to:

- The ancillary staff employee received an overall performance rating of "Ineffective" or "Minimally Effective" on his/her most recent year-end performance evaluation.
- The ancillary staff employee failed to demonstrate satisfactory progress while on the "Track III – Informal" process.
- The ancillary staff employee has demonstrated substantial competency issue(s).
- The ancillary staff employee chooses this process to resolve one or more issues of concern.

Ancillary staff members on the "Track III – Formal" evaluation process (Plan of Assistance) do not have transfer rights to move from their buildings during the period of time that they are on an IDP (Plan of Assistance) except by mutual agreement of the Association and the District.

An ancillary staff employee rated as "Ineffective" on his/her Annual Performance Evaluation may request an evaluation review by the Superintendent within twenty (20) days of receipt of the rating. An ancillary staff employee rated as Ineffective must have no less than ninety (90) student days to make adequate progress towards their IDP goals. Any ancillary staff employee on Track I may be removed from the "Track III – Formal" process earlier if he/she demonstrates satisfactory progress in meeting the goals of his/her IDP.

If an ancillary staff employee is placed on the "Track III – Formal" process, the IDP (Plan of Assistance) is to be developed by the Administrator, in consultation with the ancillary staff employee, within ten (10) workdays after the identification of the areas needing improvement. Copies of all IDPs shall be filed with the ancillary staff employee, the ancillary staff employee's immediate supervisor, and Human Resources no more than five (5) workdays following the conference. Subsequent observations and evaluations must address the ancillary staff employee's progress toward the goals of the Plan of Assistance.

The IDP (Plan of Assistance) shall include the following details:

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- A full description of each deficiency;
- Specific steps for remedying each deficiency;
- Adequate assistance for achieving improvement;
- Clear timelines for assistance and improvement;
- Upon expiration of timelines, an evaluation to determine success of the Plan of Assistance.

See the "Framework for Professional Practice" for further details regarding the IDP process and procedures.

The ancillary staff employee on "Track I – Formal" may request the presence of an Association Representative during IDP review meetings or at a post-classroom observation conference. However, it is the ancillary staff employee's responsibility to arrange for an Association Representative. The Human Resources Department will also be represented at such meetings. The unavailability of a particular Association Representative or Human Resources shall not delay post observation conferences.

An ancillary staff employee assigned to "Track III – Formal" will receive both a mid-year progress report and a final end-of-year evaluation. At least three (3) formal classroom observations shall be conducted. These observations shall be scheduled at least twenty (20) student days apart, unless mutually agreed upon in writing by the ancillary staff employee and the supervisor. A post-observation conference shall be held within five (5) workdays of the observation, unless the ancillary staff employee agrees in writing to extend the time to conduct the conference, not to exceed thirty (30) days. In the event the meeting does not occur as a result of administrator unavailability within thirty-five (35) days of the observation, negative comments or concerns shall be excluded from the observation. The ancillary staff employee shall bring a completed Post-Observation Reflection Form to this conference, and the administrator shall bring the completed Classroom Observation Form. The ancillary staff employee and the administrator shall each retain copies of both forms.

The ancillary staff employee and supervisor shall meet monthly, or more frequently, at a mutually agreed-upon time, to discuss the ancillary staff employee's progress and to mutually revise the IDP, as needed.

Written summaries of these IDP review meetings will be provided to the ancillary staff employee within five (5) workdays of each meeting. Both parties shall sign the summary to acknowledge its receipt. The ancillary staff employee may attach a written statement or rebuttal within five (5) workdays of receipt of the summary.

The final year-end (summative) evaluation report shall be submitted to Human Resources no later than May 1. The original IDP, any revisions of the IDP, and the monthly reports shall be attached to the final summative evaluation report.

Prior to a recommendation being made to the Board that an ancillary staff employee's services be terminated for unacceptable performance, the IDP procedures outlined above must have been implemented.

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4. Self-Assessment

In conjunction with, or following the completion of, an ancillary staff employee's annual performance evaluation, the ancillary staff employee shall complete a self-assessment of their professional skills and practice, utilizing the Self-Assessment Worksheet in the "Framework for Professional Practice". This self-assessment must be completed by the end of September each year but may be completed prior to the conclusion of the previous school year. A non-probationary ancillary staff employee may use the self-assessment to assist in formulating his/her professional growth goals for the ensuing school year. The self-assessment worksheet shall be retained by the ancillary staff employee for reference during the school year.

A probationary ancillary staff employee in his/her first year shall not be required to do a self-assessment until at least the conclusion of his/her first year. After his/her first year, a probationary ancillary staff employee shall share the self-assessment with his/her immediate supervisor as they mutually develop new goals for the ancillary staff employee's Individualized Development Plan (IDP) for the ensuing school year. For an ancillary staff employee on "Track I – Formal" process, there is no self-assessment until the issue(s) is(are) resolved.

See the "Framework for Professional Practice" for further details regarding the Self-Assessment process and procedures.

5. Summative Evaluation - Written Assessment

A written performance evaluation for all ancillary staff employee shall be completed in accordance with the following timelines:

Status	Frequency	Deadline
Track I (Probationary)	Semi-annual (requires IDP)	No later than the end of five (5) months from start date for mid-year, and no later than May 30 for end-of-year (or no later than 150 workdays following start date).
Track II (Non-probationary)	Annual	May 30 (end-of-year)
Track III (Informal)	Not more than 45 days from start of informal improvement plan	
Track III (Formal) Assumes full-year process	Semi-annual (requires IDP)	January 30 (mid-year) and May 30 (end-of-year)

6. Personnel Committee Review

In the event a recommendation is to be made to the Board of Education that a probationary ancillary staff employee be terminated, prior to such recommendation being forwarded to the Board, the District shall provide such ancillary staff employee a hearing before the Ad Hoc Personnel Committee of the Board of Education.

In the event the Personnel Committee agrees that such termination of services is without just cause, such recommendation for termination of services shall not be acted upon by the Board of Education.

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In the event a probationary ancillary staff employee, or a non-probationary ancillary staff employee being recommended for termination, is not continued in employment, the District will advise the ancillary staff employee of the reasons therefore in writing.

7. Implementation Provisions

It is expected that whenever possible, The Framework will be referenced when professional conversations take place; during grade level/department meetings, building professional development, staff meetings, and other professional conversations. Framework rubric used for ancillary staff shall be relevant to their specific professions.

ARTICLE 14 – PROFESSIONAL IMPROVEMENT

Section A: Continued Training

The parties support the principle of continuing training of employees, participation by employees in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, foreign travel, and participation in community educational projects.

Section B: Conference Funds

Any funds budgeted for employee conferences will be distributed at the building level by a committee composed of the building principal and employees selected by the building staff. Any employee who receives permission to attend a conference will be supplied with a substitute if necessary. Employees wishing to make use of this provision shall submit an S-55 to their principal at least five (5) days in advance of the anticipated absence. The reason for the request shall be stated on the S-55. The terms and conditions of the reimbursement will be stated on the S-55 and returned to the employee prior to the attendance of the conference. When disapproved, a copy shall likewise be returned to the employee. At the end of the school year, the Association shall be given a copy of each S-55 covering educational conferences and meetings submitted by employees during the school year irrespective of the action taken thereon.

Section C: Professional Development

Both parties agree that ongoing Professional Development of bargaining unit employees is necessary to effectively carry out the instructional goals of the District and to improve student achievement. Such Professional Development should be meaningful and relevant to the current needs of teachers and their students. The amount of Professional Development the District is required to offer to staff shall be at least that required by Section 1527 of the Revised School Code. All of this time shall be compensated as part of the regular teacher contract. The District shall allow employees to obtain up to six (6) hours as part of their mandated Professional Development hours during the times allocated within the Calendar or on their own time outside regular duty time if the event sponsor offers Michigan SCECH credit. An out of district PD form completed and signed by the principal must be submitted 75 days in advance of the event for approval, if the event sponsor does not offer Michigan SCECH credit. If the event sponsor offers Michigan SCHECH credit out of District form should be submitted fifteen (15) days in advance. If the event sponsor does not offer Michigan SCECH credit, an agenda and proof of attendance must be supplied within 10 calendar days of completion of the event. If an employee has completed their required PD hours, the six (6) flexible hours are optional (see summary of PD hours). If an employee wants to attend an out of District PD that does not provide SCHECH credit, they may attend if they have completed or will complete at least thirty (30) hours of PD that provides SCHECH credit during the current school year.

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The parties shall convene a committee of Ancillary members who will work with KPS to devise a plan in which they will be able to use some of their PD hours for their own recertification and will consider related to Article 14 Section D 10 and 12.

Section D: Guidelines for Professional Development

1. Before the start of each school year, the District will establish overarching theme(s) or a guiding focus for Professional Development during the year, with the understanding that they may be subject to revision. Such theme(s) may vary between grade levels, content areas or school buildings. These theme(s) will be communicated by US mail to the teaching staff two (2) weeks before the first teacher workday in August. The District will anonymously survey all employees prior to planning the overarching theme and before the end of October. The data will be compiled and reviewed at Contract Review in November.

2. The purpose(s)/topic(s) for the Professional Development meetings in the week(s) prior to the start of school will also be published at the same time that the annual theme(s) is/are published.

3. The specific topics and goals for Grade-Level/Department Meetings, to be held as specified in the Calendar/Master Agreement, will be derived from the District and School Improvement goals, strategies and objectives.

4. Each year, principals will seek KEA volunteers for the following school year to serve as meeting facilitators for Grade-Level meetings and for Department Meetings for which a Department Head is not elected. Elementary Grade-Level or Content-Area facilitators will be selected by their respective team members by May 15, in accordance with the Department Head selection process outlined in Article 12, Section L. All facilitators selected for the next school year must complete the facilitator training annually before their service as facilitator.

5. If no qualified KEA employee volunteers to perform this role, the principal will select the most senior KEA volunteer who does not meet the qualifications but is interested in this role. That staff employee will be expected to participate in the next available facilitator training. Such training shall be offered to all KEA employees at least once each semester at a time not in conflict with work schedules. If there are no volunteers, the principal will assign the least senior, tenured staff employee who will be expected to attend the facilitator training. If there is no tenured staff employee, the most senior probationary staff employee shall be assigned and expected to attend the facilitator training.

6. If a teacher facilitates a Grade-Level/Department Meeting for colleagues, then said facilitator shall be compensated, not to exceed 1.5 hours, at the curriculum rate for the equivalent length of time of the Grade Level/Department Meeting. When such work is done by a Department Head, compensation is already provided in the extra duty salary for department head.

7. The District will seek volunteers to present District Professional Development. Such volunteers will be paid the curriculum rate for the pre-approved amount of training/preparation time. Such approval shall be given by the Director of Curriculum. Additionally, if the training occurs during the presenter's non-working hours, the presenter will be paid curriculum rate for the actual training time.

8. During professional development that involves district-wide groups of KEA Bargaining Unit employees, the District may provide time to allow for employees to provide electronic feedback for the PD session that they are attending. If time is provided during the professional development session to provide feedback, attendance must be registered during the session. Such feedback will be collected by the online verification system. The feedback will be collected and tabulated on an anonymous basis and used to assess the

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effectiveness and quality of the PD activity and to make any revisions in the delivery of future PD. Access to the feedback forms and available summaries of the feedback will be provided to the Association normally within fifteen (15) workdays. It is recognized that there may be circumstances where the forms and/or summaries may not be available for up to thirty (30) workdays. Upon request of either party, the parties shall meet in a timely manner to review any practical problems in implementing these provisions.

9. All bargaining unit employees within the KEA, including those with extra duty/co-curricular responsibilities or after school assignments, are required to attend all Grade-Level/Department Meetings, Building Staff Meetings, and Professional Development sessions or activities. Unauthorized absences from required meetings may lead to discipline up to and including dismissal.

10. The District shall file the necessary documentation with the MDE or appropriate agency to have District-provided, regularly scheduled, Professional Development (DPPD) sessions qualify for issuance of Continuing Education Units (SCECH credit). This shall include back-to-school PD, grade-level/department PD, building PD, SCECH (State Continuing Education Clock Hours) credit, and all other District PD.

11. KEA bargaining unit employees with extracurricular or after school assignments will request in writing at least ten (10) workdays in advance, whenever possible, to be excused only if there is a scheduled competition or similar pre-scheduled contest or special event at which the staff employee's attendance is required. The principal will respond in writing within five (5) workdays of submission of the request. In such cases, the KEA bargaining unit employee shall obtain the information from the meeting facilitator and then complete and submit a form to the building principal or appropriate administrator reflecting the content of the missed information within five (5) workdays of the missed meeting. See Appendix 3 Attachment B.

12. Each KEA bargaining unit employee – according to grade level, content area, or other specialty – will have a designated location for each Professional Development session or activity. The designated locations will be provided to the Association before the first teacher workday in August.

13. The Association and the District hereby agree that on days when school is in session in the morning and building PD takes place in the afternoon, the lunch time plan will be as follows:

    a. Thirty (30) minutes will be allocated for lunch if lunch is provided to staff, if food is available for purchase or, if desired, staff provides their own food (such as potluck).

    b. Sixty (60) minutes will be allocated for lunch if staff is to purchase their lunch off site.

14. This lunchtime plan will be announced to staff no later than three (3) days prior the Professional Development and be announced to staff as part of the publishing of the PD agenda. The lunch time plan, once determined, will apply to all staff. Both the Association and the District agree and expect teachers to return to the building and be ready to begin their professional development no later than sixty (60) minutes from lunch dismissal.

15. For District-provided professional development that appears on the KEA District Calendar, links to register attendance in the online professional development verification system will be sent out to KEA Bargaining Unit employees using the KPS global teachers email address the day of the event.

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Section E: Professional Development Records

The District shall verify all completed PD sessions within ten (10) working days of each session. Attendance at all District-provided professional development, grade level meetings, department meetings, and building PD's will be recorded online in Frontline or a similar online professional development verification system. Teachers are required to log attendance in this online verification system within ten (10) working days of the professional development session. By logging attendance at District-provided professional development sessions in the online professional development verification system, employees are certifying that the information is true and correct regarding their attendance. Attendance of each District sponsored professional development session will be verified and uploaded to MOECS after ten (10) working days and no longer than thirty (30) working days. Automatic notice of the verification will be sent by MOECS to the employee.

The online professional development system shall remain open and available to all KEA Bargaining Unit employees throughout the entire calendar year to allow each employee to receive, track, and update credit for professional development.

Flex PD sessions that are to be offered by the Association which will be responsible for SCECH credit approval from the State of Michigan.

ARTICLE 15 – PROFESSIONAL BEHAVIOR (TA 9/11/24)

Section A: Compliance with Rules

Employees are expected to comply with rules, regulations, and directions adopted by the District or its representatives which are not inconsistent with the provisions of this Agreement, provided that employees shall not be required to place themselves in positions which endanger their physical safety or well-being, or which are in violation of the Professional Code of Ethics.

Section B: Progressive Correction

The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of professional ethics by bargaining unit member reflect adversely upon the bargaining unit member and create undesirable conditions in the school building. The District, in recognition of the concept of progressive correction, shall notify the bargaining unit member in writing of alleged delinquencies within five (5) workdays, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of professional behavior shall be promptly reported to the offending bargaining unit member and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any bargaining unit member.

A system of progressive correction shall include the following steps:

1. Verbal warning, *with written documentation*
2. Written warning
3. One-day suspension without pay
4. Three-day suspension without pay
5. Further suspensions without pay
6. Discharge

The parties recognize that the severity of an offense may provide just cause for acceleration of the above progressive corrections.

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In the event that an employee is subject to disciplinary action, resulting in unpaid leave, the employee can suggest the dates for the unpaid leave reduction, but the District will make the final determination.

Section C: Discipline Standard

No non-probationary bargaining unit member shall be disciplined, reprimanded, demoted, or denied continued employment for a reason that is arbitrary or capricious without an investigation. Any such discipline, consisting of five (5) days unpaid suspension or more, shall be subject to the professional grievance procedure. All information forming the basis for disciplinary action shall be made available to the bargaining unit member upon request, within reasonable legal limits.

Section D: Employee Conference

No disciplinary action against a bargaining unit member shall be taken on the basis of a complaint by the District or its designated agent, parent, or student unless the bargaining unit member has been provided an opportunity to respond. Only substantiated complaints shall be subject to discipline or be included in employee related files. A report of such disciplinary action which becomes a matter of record shall be submitted to the bargaining unit member and a copy may be included in the bargaining unit member's personnel file, provided however, said bargaining unit member is allowed to include a reply.

If a bargaining unit member is to be reprimanded and/or disciplined by a principal or other administrator, it shall be done in private. Another individual may be present at the request of either party.

The District shall offer Association representation to the bargaining unit member in any case where an allegation has been made against the employee by a parent, student, or colleague that is the subject of the meeting if the administration suspects the employee may have committed some offense. The representative shall be informed of the subject matter prior to any meeting the employee is required to attend. The employee shall be entitled to a representative of their choice, provided the representative is available by the end of the next workday, and if not, then another representative who is available.

Section E: School Safety Legislation – Reportable Crimes

Pursuant to 2005 Public Acts 129-131 and 138, all employees shall self-report to the District and the Michigan Department of Education (MDE) when arraigned/charged with certain identified crimes. Within three (3) business days of arraignment, the employee must report the arraignment/charge to the Superintendent, or the employee may be found guilty of an additional crime. The reportable crimes are listed online with the Michigan Department of Education and in Appendix D. A copy of the "Arraignment Disclosure Form" follows Appendix C.

ARTICLE 16 – PROTECTION OF EMPLOYEES

Section A: Student Conduct Plan

The District recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline in the classroom, and similarly, employees acknowledge their responsibility to assist students with learning skills to be successful behaviorally as well as academically in the classroom. Every employee of the District and every student in the District shall endeavor to comply with the Student Code of Conduct at the District, Building and Classroom Levels. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the employee will refer the pupil to the principal or their designee in accordance with designated District "child study team procedures" and, the District will take reasonable steps to relieve the employee of responsibilities with respect to such pupil. Within ten (10) workdays following receipt of the referral, the principal will notify the employee of the steps to be taken. Within thirty (30) days

following receipt of the referral, the principal will notify the employee that all steps in the referral process have been completed.

Section B: Referral of Students

An employee may send a pupil to the principal and/or a designee when the magnitude of the misbehavior, or its disruptive effect compromises the learning environment. By the way of example and not by the way of limitation, referrals may include behaviors in Category II and Category III of the KPS Student Code of Conduct. In such cases, the employees will furnish the principal or designee as promptly as their teaching obligations will allow, full particulars of the incident in writing. The principal or designee will communicate their action with respect to the matter to the employee as soon as possible. Re-admittance of the student to class will be arranged after a review of the employee's referral and a conference between the student and appropriate administrator or designee. Further, the student will not be returned to class until upon oral, email, or other notice from a District employee that an administrator or designee has acted upon the referral. In cases where a referral is designated by the teacher as a Category III offense is re-categorized, then the teacher will be notified either orally, email or otherwise in writing, and if the teacher requests, the administrator or designee shall meet with the teacher to review and discuss the decision. Every attempt will be made to involve the parent in its consultation. Exceptions to this procedure shall be made with mutual consent of the teacher and principal.

Section C: Student Suspension

Procedures and policies regarding suspension of students shall be made known to employees each year in the KPS Student Code of Conduct. The Student Code of Conduct will be provided to students and reviewed each year. School personnel will endeavor to achieve correction of a student's misbehavior through counseling and interviews with the student and their parents/guardians. School personnel will strive to use positive behavioral and literacy supports. When an employee has students who, after the above methods have been exhausted, constitute serious behavioral problems, relief shall be as agreed to by the principal and/or designee and the affected employee as defined in the District policy dealing with student discipline.

The district will make available in the main office of every school building ample copies of the appropriate paperwork for a suspension pursuant to Section 1309 ("snap suspension") of Michigan Revised School Code. The administrator may add additional time to such a suspension if warranted by the misbehavior**.**

Section D: Physical Force

An employee has the right to use such reasonable force as is necessary to protect themselves from physical assault or to prevent injury to another employee or student. Any case of physical assault upon an employee shall be reported to the administrator/designee. The administrator/designee shall inform the employee of all legal and contractual rights afforded the employee. The employee shall report the incident to the police or, upon the request of the employee; the administrator/designee shall report the assault to the local police. In the event the administrator/designee is unavailable, the employee will contact the Superintendent's Office that the police have been notified. In any case of physical assault upon an employee while performing their duties, the District shall, and the Association may, render all reasonable assistance to the employee which may include legal counsel.

Professional Development for all staff regarding their rights and the appropriate use of physical force will be scheduled for staff after the start of each school year**.** This Professional Development shall be voluntary except for newly hired employees.

Section E: Corporal Punishment Guidelines

The District will adhere to all statutory requirements and responsibilities concerning corporal punishment. Professional Development for all staff regarding their rights and responsibilities under the corporal punishment

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law will be scheduled for new staff hired or as changes in the law might warrant. Professional Development sessions shall be conducted by personnel qualified to address the issues involved.

Section F: Assistance in Legal Actions

In any case of criminal complaint or civil suit by third parties as a result of action taken by the employee while properly performing their duties, the District shall and the Association may render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities, and the District will, upon request, provide legal counsel.

Section G: Lost Time

Employees shall continue to receive all benefits during time lost in connection with any incident mentioned in this Article, provided said employee is innocent of the charges levied against them.

Section H: Safety of Students

Employees shall be expected to exercise reasonable care with respect to the safety of pupils and student property and shall discharge their duties and responsibilities to said students and property according to the applicable Laws and Board policies**.**

Section I: School Related Health Services

When delivery of related school health services such as clean intermittent catheterization, suctioning, tracheotomy, and similar procedures are necessary to maintain a student in a regular classroom, such services shall be performed by a Paraprofessional or other qualified personnel other than a regular classroom teacher, except in a life-threatening emergency. Paraprofessionals and other qualified personnel will be assigned to deliver the health care services, but teachers will be provided appropriate training, so they are fully aware of the health care issue. No teacher will be required to provide such related school health services**;** Special Education teachers may elect to assist with the health care needs of a child; otherwise, the paraprofessional or other qualified personnel will administer the health care procedures. Except as stated above, teachers will not be required to deliver related health services assistance and shall designate the training to be given the affected staff. The district will provide the designated personnel responsible to administer the health care procedure and shall designate the training to be given to affected staff. If an I.E.P.T., 504 team, or health care team designate in a plan health care services that shall be performed, classroom teachers will be informed of the person(s) responsible for the delivery of health services assistance and the training to be given to the relevant staff.

Section J: Student Assault

If a bargaining unit employee is assaulted as defined by the Michigan Penal Code by a student during the course of their employment, any resulting loss of work (up to a maximum of ten (10) working days per incident, plus days lost as a result of hospitalization or surgery and resulting recuperative time) shall not be deducted from the member's sick leave, and shall instead, be fully covered by the District.

An employee injury, resulting from a student assault, is regarded as a work-related injury and subject to the Workers' Compensation Act. An employee who is injured, as a result of a student assault, shall consult and be treated with the District's designated health care providers. If there are any questions, the employee should contact the Human Resources Department.

The district shall comply with the Michigan Revised School Code with regard to student assault or any other applicable state or federal statutes or regulations.

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ARTICLE 17 – GRIEVANCE PROCEDURE AND BINDING ARBITRATION

Section A: Mutual Responsibility

The District and Association recognize the need to reduce conflict between employees and supervisors and between the Association and District Administration. In an effort to move closer to that goal, the District and the Association agree to:

1. Jointly conduct a workshop for all administrators and Association representatives closely following each new contract and provide for annual reviews of contract provisions prior to the start of each school year.
2. When an employee problem arises requiring formal or corrective action by the Administration, the Administration and the Association pledge their best effort to resolve the problem at the lowest possible level in the best interest of the parties.

Section B: Grievance Procedure

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that the grievant's right to privacy shall be preserved to the extent that the investigation allows at each level of the procedure.

Nothing herein shall be construed as limiting the right of any employee with a grievance to discuss the matter informally with any appropriate member of the Administration.

A claim by an employee or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided through Binding Arbitration.

A claim by an employee or the Association involving a complaint or problem not involving a provision of this Agreement may be processed as a grievance as hereinafter provided through the Superintendent's level.

Informal Level

An employee who believes there is a basis for a grievance shall first discuss the matter with the building principal within ten (10) working days of the cause of, or receipt of written notification of, or when the employee knew or reasonably should have known of such grievance, either alone or accompanied by the Association representative. Other employees who are not assigned to work regularly under a building principal shall discuss the matter with their immediate supervisor. The parties shall jointly draft, sign and date an Informal Grievance Form indicating that such a conference was held. If the response is not included in the form, the immediate supervisor shall respond to the informal grievance within five (5) working days after the date the form was signed. It is understood that Contract Review or informal discussions with other administrators does not initiate the grievance process.

Formal Level

Step I - Building Level

If the matter is not resolved informally, the grievant or the Association may, within five (5) working days of their final informal discussion, initiate formal proceedings by completing printing on a paper grievance form, or electronic form of the Grievance Report form (Page 108) who participated in the informal discussion, or the grievant and Association may within the same time period, refer the matter to the next Contract Review meeting. If the matter remains unresolved after the next Contract Review meeting, then it may be advanced to Step II within five (5) working days of the Contract Review meeting.

The administrator shall, within five (5) working days of receipt of the formal grievance, meet with the grievant and Association representative, in an effort to resolve the grievance. Within five (5) working days of such

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meeting, the administrator shall dispose of the grievance by completing Part E of the electronic or paper version of the Grievance Report Form and shall return the form to the grievant. If no response to an association request for a Step 1 grievance meeting is received within the five working days, the grievance may advance the grievance to Step II.

If the Step I disposition resolved the matter, the grievant and the Association shall complete Parts F and G indicating such resolution on the electronic form and shall distribute copies of the form as specified.

If the matter remains unresolved, the grievant or the Association may, within five (5) working days of receipt of the Step I disposition, advance the grievance to Step II.

Step II - Central Administration

Grievances precipitated by actions of the Central School Administration or the Board of Education shall be filed initially at Step II with the Director of Human Resources within fifteen (15) working days of the cause of, or receipt of written notification of, or when the employee or Association knew or reasonably should have known of such grievances. Grievances not resolved at Step I need to be advanced to Step II by filing with the Director of Human Resources.

Within ten (10) working days of receipt of the grievance, the Director of Human Resources shall meet with the grievant and the Association in an effort to resolve the grievance. Within five (5) working days following such meeting, the Director shall render disposition by completing Step II, Part B on the paper or electronic form and returning the grievance form to the grievant. If such disposition resolves the matter, the grievant and the Association shall complete parts C and D on the paper or electronic form and shall distribute copies of the form as specified.

If the matter remains unresolved, the grievant or the Association may within five (5) working days of receipt of the disposition advance the grievance to Step III.

Step III - Superintendent

Grievances unresolved at Step II may be advanced to Step III by filing with the Superintendent. Whether the grievance is a class action grievance, involving a group of grievants, or an individual grievant, the Association will identify by name all individuals who are claiming monetary relieve under the grievance by Step III, unless good cause can be shown at any arbitration procedure that justifies a failure to disclose. The District's failure to comply with Article D requests will constitute good cause.

Within fifteen (15) working days following receipt of the grievance, the Superintendent or the Superintendent's designee shall meet with the grievant and the Association in an effort to resolve the grievance. Within five (5) working days following such meeting, the Superintendent, or the Superintendent's designee, shall render disposition by completing Step III, Part B on the paper or electronic form and returning the grievance form to the grievant. If such disposition resolves the matter, the grievant and the Association shall complete Parts C and D on the paper or electronic form and shall distribute copies of the form as specified.

If the grievance remains unresolved, the Association may within ten (10) working days of receipt of the disposition advance the grievance to Step IV.

Nothing herein shall restrict the Association or District from entering into a mutually agreeable settlement to resolve any grievance.

Step IV – Mediation

If the grievance is not satisfactorily settled in Step 3, the Association may request mediation with the Michigan Employment Relations Commission by giving written notice to the Employer through the Human resources

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Department of its intent to do so within fifteen (15) days following receipt of the Employer's Step 3 response. Thereafter, Representatives of the Employer and the steward and/or a non-employee representative of the Association shall confer with the mediator assigned to assist in resolving the dispute. If this Step IV is invoked, the Mediation Step is a required step before Step V binding arbitration. Within fifteen (15) days of the conclusion of this conference, the designated representative of the Employer shall signify in writing the Employer's final response to the grievance.

Step V- Binding Arbitration

Grievances unresolved at Step III shall be advanced to Step IV by filing a Demand for Arbitration with the appropriate arbitrator. The Association and The District shall create a mutually agreed upon list of standing arbitrators that shall be appointed as arbitrators on a rotational basis for the duration of the agreement. Such a panel of Arbitrators shall follow the American Arbitration Association's current rules for voluntary Labor Arbitration Rules.

Powers of the Arbitrator

The District and the Association shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not advanced ten (10) calendar days prior to the arbitration hearing. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement nor shall he/she have any power to rule on evaluation matters (except as provided in the Evaluation article of this Agreement), termination of service or failure to re-employ any probationary employee, the placing of termination of services or failure to re-employ any employee to a position on the extra-curricular schedule, or any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers' Tenure Act (Act IV Public Acts, extra session of 1937 of Michigan, as amended). The Arbitrator shall apply an arbitrary and capricious standard in all disciplinary cases.

Both parties agree to be bound by the award of the arbitrator and there shall be no appeal from an arbitrator's decision provided, however, that the arbitrator has not exceeded his/her power and authority as stated above.

Employees involved in arbitration proceedings shall be released from their normal duties in order to participate. The arbitrator shall be empowered to issue monetary awards, but in no case shall such monetary award exceed an amount designed to reimburse an employee for loss of actual earnings or what the employee should have earned.

Section C: Fees of Arbitrator

The fees and expenses of the arbitrator shall be shared equally by the parties.

Section D: Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. The time limits provided in this article shall be observed but may be extended by written agreement of the parties. In the event a grievance is filed near the end of any school year and strict adherence to the time limits may result in hardships to either party, the District and the Association shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Section E: Agreement Expiration

Any grievance in process at the expiration date of this Agreement will continue in process until resolution.

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Section F: Abandonment of Grievance

A grievance may be withdrawn at any level prior to Step IV without prejudice or record. Any grievance not advanced to the next step by the Association within the time limits in that step shall be deemed abandoned. Time limits may be extended by the District and the Association, in writing; then the new date shall prevail.

ARTICLE 18 – PROHIBITED ACTIVITY

Section A: No Strike Clause

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruption during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike as defined in Section 1 of the Public Employment Relations Act.

Section B: Unfair Labor Practice

The District also agrees that it will not, during the period of this Agreement, directly or indirectly knowingly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

ARTICLE 19 – PAID LEAVES OF ABSENCE

Section A: Sick Leave

Each regular full-time employee shall earn accumulated sick leave credit at the rate of ten (10) days per annum. The full allowance for the year shall be credited at the beginning of each year. Unused sick leave shall be cumulative from year to year without limitation. When an employee's services terminate, a deduction will be made at such time for all sick leave used in excess of the earned amount. Female employees may use sick leave from absence caused by the employee's disability during pregnancy and/or childbirth.

Employees must immediately (except in unforeseeable emergency circumstances) notify Human Resources when they are absent from their assignment due to their own personal illness or disability for three consecutive days or longer or have a "serious health condition" as described within Letter of Agreement #5. To preserve confidentiality, it is agreed that employees are not required to disclose specific medical diagnosis to their immediate supervisor.

Section B: Family Illness

Absences due to the illness of members of the immediate family or household shall be deducted from sick leave. Immediate family shall be defined as spouse, son, daughter, mother, or father, or other relative living in the employee's household who is a dependent of the employee as defined by the Internal Revenue Service. When two (2) individuals have lived together for a number of years, they will be covered by the above.

Employees may also use sick leave to care for a son, daughter, mother, or father who is not a member of the household. Such leave may not exceed ten (10) workdays per school year. Documentation for such leave must be provided to Human Resources. A request for extended use of sick days may be approved by a joint Compassionate Leave Committee consisting of the Superintendent, Deputy Superintendent, and two employees appointed by the Association.

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Section C: Holidays

Holidays occurring during illness shall not be considered deductible from the employee's sick leave accumulation.

Section D: Illness or Disability Prior to School Year

When an illness or disability commences prior to the opening of the school year, the employee will be eligible to use sick leave benefits upon the opening of school provided said employee has taught for the system prior to the opening of the school in the fall.

Section E: Evaluation of Credits

If the employee has no unused accumulated sick leave credits, a full deduction will be made. Deductions from salary made under this policy shall be determined by the Department of Budget and Finance on a prorated contractual daily basis.

Section F: Sick Leave Statement

Statements of sick leave accumulations shall continue to be provided with payroll and/or as an alternative, employees will have access to a digital program selected by the District that will provide up-to-date sick and personal business leave accruals such as, the current RED ROVER program. Upon request to the Payroll Department or Human Resources, bargaining unit employees on unpaid leaves of absence will receive a written statement of accumulated sick leave. Such requests will be honored by October 30th or within twenty-one (21) calendar days, whichever is later.

Note: This additional language is part of the settlement agreement for the grievance 22-23-04. The settlement agreement LOA is dated December 18, 2023.

Section G: Family Medical Leave Act (FMLA)

The parties have agreed that the Family Medical Leave Act provisions are as set forth in Letter of Agreement #5.

Section H: Death

In the case of death, any unused accumulated sick leave up to a maximum of seventy-five (75) days shall be paid in a lump sum to the survivor named by the employee. Such payment shall be computed by multiplying the number of unused sick days times the affected employee's daily rate of pay at the time of death.

Section I: Workers' Compensation

In the event of an injury or illness compensable under the Michigan Workers' Compensation Law, the affected and necessarily absent employee may elect to be paid from his/her unused paid sick leave credits (to the extent that the same will support such payment) an amount sufficient to make up the difference between what he/she received from the Workers' Compensation Commission and his/her regular salary during such necessary absence.

Section J: Personal Business Leave

Personal business leave for employees shall be provided at the rate of two (2) days per year cumulative to four (4) days, except that it will not be granted on a day preceding or following a holiday or break unless such request is based on an emergency. Up to one (1) of these days per year may be used for a child's academic performance or activity (per Article 19, Section K) without the preceding exception. Any unused portion of the personal business leave shall accumulate to a maximum of four (4) days.

Personal business leave shall be governed by the following regulations:

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1. The personal leave shall be used for the purpose of conducting business which is impossible to transact on the weekend or after school hours. Employees are strongly encouraged to schedule personal business outside of the school day and year, when possible.

   Reasons such as family obligations, legal commitments (with the exception of legal action taken against the District by the Association or any member thereof, except in such cases in which the District subpoenas the employee), religious observances, unusual circumstances related to professional growth, and emergencies are considered to be justification for the utilization of the personal business policy. Unused personal business leave in excess of four (4) days shall be added to accumulated sick leave. If the available personal days are not sufficient for religious observances, up to two (2) sick days may also be used for that purpose.

2. Subject to item 3 below, employees wishing to use the personal business leave shall submit an S-55A or appropriate form to the principal at least five (5) workdays in advance of said absence except in cases of emergency. The reason for said leave shall be stated as in 1. above on the S-55A or appropriate form. If it is not reasonably obvious from the stated reason for the leave request that it was impossible to transact the planned personal business after school or on weekends, the District may request additional detail and verification, except where prohibited by FMLA and HIPAA.

3. If the leave is considered an emergency, the S-55A or appropriate form may be submitted at the earliest possible time.

4. Personal business leave shall not be used by employees for the purpose of seeking employment elsewhere.

5. Personal business leave shall not be used by employees for the purpose of rendering services, except for governmental office(s), or working either with or without remuneration for themselves or for anyone else.

6. If such requests are timely submitted, it is expected that they are to be approved in writing and in the online system at least one (1) full workday prior to the absence date.

Additionally, the appropriate S-55 form must be completed and submitted to the administrator for approval prior to the scheduled absence for the following absences: Academic Performance of a Child, School Business, Union Business-No Sub, Union Business-Sub, and Unpaid Leave-Call HR. If possible, these requests should be submitted to the administrator and entered into the online substitute system at least five (5) workdays prior to the absence date. If such requests are timely submitted, it is expected that they are to be approved in writing and in the online system at least one (1) full workday prior to the absence date.

The appropriate S-55A form must be completed and submitted to the administrator for approval prior to the scheduled absence for Personal Business (see Article 19, Section J). These requests should be submitted to the administrator and entered into the online substitute system at least five (5) workdays prior to the absence date. If such requests are timely submitted, it is expected that they are to be approved in writing and in the online system at least one (1) full workday prior to the absence date.

On the preceding or following days of a scheduled break period or holiday, personal business days will not be approved unless such request is based on a documented emergency. Sick days taken on the days preceding or following a scheduled break period or holiday may require a document, signed by the medical provider. The listed documentation must be provided to Human Resources within five (5) workdays following the day in question. Prior to any administrative action the employee will have the opportunity to meet and explain the circumstances of the absence.

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Section K: Leave for Child's Academic Performance or Activity

Up to one personal business day per school year, from a member's accrued personal business days, will be allowed for a member to attend an academic activity or performance of his/her PreK-Post Secondary child. Such leave may be taken in half-day or whole-day increments. A separate check-box or notation will be provided on the S-55 or appropriate absence request form for members to invoke this leave.

Section L: Death in the Immediate Family

A total of five (5) days of absence will be allowed for each death in the immediate family to enable the employee to make arrangements for and attend the funeral when travel, distance or other circumstances warrant. Additional days of absence may be allowed but taken from sick leave, and/or personal business leave, and/or compensatory time, at the employee's discretion. If there is no such leave or compensatory time available, a salary deduction will be made on a prorated contractual daily salary basis. The immediate family is interpreted to include spouse, father, mother, sister, brother, son, daughter, foster child, step-child, step-parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, great grandparents, grandchildren, and great grandchildren. When two (2) individuals have lived together for a number of years, they will be covered by the above.

Section M: Death in Non-Immediate (or Extended) Family

One (1) day of absence will be allowed for the purpose of attending the funeral of a relative outside the immediate family. Additional days of absence will be allowed, but taken from sick leave, and/or personal leave, and/or compensatory time, at the employee's discretion. If no such leave or compensatory time is available, there will be a full-pay deduction for these days.

Section N: Funeral of Friend

An absence will be allowed to attend the funeral of a friend and deducted from sick leave, and/or personal leave, and/or compensatory time, at the employee's discretion.

Section O: Jury Duty

An employee called for jury duty or to give testimony before any judicial or governmental tribunal shall be compensated for the difference between the employee's pay and the pay received for the performance of such obligation with the exception of cases involving legal action brought against the District, by the Association, or any member thereof, except in such cases in which the Board subpoenas the employee. Upon receipt, compensation received for jury duty performed on an employee's regularly scheduled workday shall be submitted to payroll. If an employee is released from Jury Duty before 1 P.M., the employee must return to work for the remainder of the day or use a P.M. personal day to cover the absence.

Section P: Association Days

1. The School District shall provide, at no cost to the Association, thirty (30) days per school year of released time for conducting Association business as deemed appropriate by the Association. If a substitute is not required, the day shall not be deducted from the thirty (30) days but shall be deducted from the forty (40) days provided hereinafter.

2. In addition, the District shall provide, at the average cost of the per diem substitute rate ("the substitute rate"), forty (40) Association leave days per year to be paid by the Association and to be used as deemed appropriate by the Association.

3. In addition, the Association may request up to an additional fifteen (15) days of Association leave at the substitute rate. These days may be granted or denied at the discretion of the District. The substitute rate

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will not be billed to the Association unless it was necessary to actually get a substitute for the employee on Association leave.

4. The Association may also request up to an additional 15 days beyond the eighty-five (85) days outlined above. These days may be granted or denied at the discretion of the District. If granted, the Association shall pay the employee's salary cost inclusive of employer retirement cost and the District shall pay the actual substitute cost, if any.

5. The Association is responsible for the MPSERS cost associated with wages paid for Association days. If the Association does not reimburse the District cost by June 30th the MPSERS credit for such days shall not be reported to ORS. The billing shall include the data related to the actual costs related to individual days in order that the accuracy may be verified. Whatever balance remains from the $25,000.00 paid per Article 20 Section G for full-time release KEA President after paying MPSERS costs, will be applied to this billed amount.

6. Association days used for collective bargaining shall not be counted towards the limitations in 1-4, when the District and KEA mutually agree to negotiate during a scheduled workday. It is understood that five (5) will nonetheless still apply.

Section Q: Teacher Call-In/Substitute Contact

The District agrees to maintain an online qualified substitute system.

Employees shall be required to enter their absences by: 1) logging into the online system, or 2) contacting the system's toll-free telephone number. Such entries are to be made in advance of the online system's cutoff time, which is no less than one hour prior to the employee's report time. If an employee needs to enter an absence after the online system's cutoff time, said employee must call the designated building person and state the reason for the absence. The designated person will then enter the absence into the online system.

All absences (and the reason for the absence) must be recorded in the online system regardless if a substitute is needed or not.

If it is verified that an employee regularly and consistently reports their absences late or does not enter the information in a timely manner, the appropriate administrator will document same, and the employee will be subject to discipline in accordance with this Agreement.

Section R: Special Area Substitutes

When teachers of elementary art, music, or physical education are absent, the principal or designee shall secure a competent substitute.

ARTICLE 20 – UNPAID LEAVES OF ABSENCE (TA 8/19/24)

Section A: Unpaid Leave

An unpaid leave of absence shall:

1. Entitle the bargaining unit member to the substantially same position that the bargaining unit member held at the time of the unpaid leave of absence if the leave of absence commences after the start of the school year and said ancillary staff member is on leave in excess of ninety (90) days but returns to work prior to the end of the current school year and entitle the bargaining unit member to the substantially same position

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that the teacher held at the time of the unpaid leave of absence if the leave of absence was for a qualifying FMLA leave and the leave's duration did not exceed the FMLA entitlement.

In the event that the bargaining unit member's unpaid leave of absence commences after the start of the school year and the member is on leave longer than ninety (90) days and does not return to work prior to the end of the school year, then said member does not have rights to the position held when starting the leave. The member must activate placement through the staffing process for an assignment when returning from leave.

2. Entitle the bargaining unit member to the substantially same position that the bargaining unit member held at the time of the unpaid leave of absence if the leave commences after the start of the school year and the District reasonably anticipates that the bargaining unit member shall return prior to the end of the school year.

3. Even though Sections 1 and 2 give a particular bargaining unit member the right to return to the substantially same position held prior to the commencement of the unpaid leave of absence, the District retains the right to utilize said bargaining unit member as a contractual substitute in their building if such bargaining unit member returns at a time when it would be untimely for the District to assign said bargaining unit member to their regular classroom assignment (i.e., an bargaining unit member who has been out for eighty-five (85) student days would not immediately return to their bargaining unit member assignment within three (3) weeks of the end of a marking period).

4. For unpaid leaves other than those delineated in Sections 1 and 2 of this Article, the employee shall be entitled to an equivalent position for which they are qualified and certified upon return to active employment provided said employee's seniority rights entitle said employee to a position with the School District.

5. In cases where the District has initiated the unpaid leave, the bargaining unit member maintains their right to return to the substantially same position.

6. Not entitle the employee to accrual of sick leave.

7. Not entitle the employee to advancement on the salary schedule for the time away from actual employment unless the employee taught at least one-half (1/2) of the scheduled school year during the school year when the absence commenced, in which case the employee shall return at the next higher increment step.

8. Not cause an employee to lose any accumulated benefits, including unused sick leave.

9. Human Resources will notify the employee in writing when a leave is granted or denied.

Section B: Leave Guidelines

An employee may request an unpaid leave of absence due to illness, physical disability, childbirth (maternity or paternity) or child care subsequent to childbirth. In addition, employees in the process of adoption proceedings may be granted an unpaid leave of absence.

An employee may request an unpaid leave of absence for the purpose of community and/or governmental service, personal professional development, or other personal reasons which might give rise for a need for an unpaid leave of absence.

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Section C: Layoffs

During a period of impending layoffs, the District agrees to grant all requests for voluntary leaves for any reason to bargaining unit members who make such requests, except those who cannot be replaced by qualified laid-off bargaining unit members.

Section D: Termination of Leave

An unpaid leave of absence may be terminated at any time by mutual agreement between the employee on leave and the Superintendent or their designee.

Section E: Leave Extensions

All requests for leave extensions will be applied for sixty (60) days prior to the termination date and acknowledged in writing. Those individuals on leave of absence must inform the Director of Human Resources in writing of their intent to return or request an extension in writing, if eligible, on or before April 1 of the school year during which the leave of absence is in effect. Copies of such extensions will be submitted to the Association.

Section F: Military Leave

Military leave will be granted to any bargaining unit member who is inducted or enlists in any branch of the Armed Forces of the United States. Upon returning from such leave, a member will be placed on the salary schedule at the level which he/she would have achieved if he/she remained actively employed in the system during the period of his/her absence up to a maximum of four (4) years. The member shall have up to ninety (90) days after release from active duty to notify the District of his/her intention to return to the system.

If National Guard or Reserve encampment or a period of active service due to emergency situations should occur during the school year, the member required to participate shall be granted a temporary leave of absence for that purpose. If a member is called to active service in a National Guard unit or Reserve unit during the school year, he/she shall be compensated the difference between the reimbursement received from the United States Government and his/her teaching contractual salary, provided his/her U.S. Government reimbursement is less than his/her contractual salary for a period not to exceed two (2) weeks per year. During active service, Association membership will be maintained with no dues charged. Insurance premiums will be paid by the District at a rate equal to other teachers for a period of up to one (1) year.

Teachers taking a Draft Board examination shall be granted absence with pay.

Section G: Release Time – KEA President

The KEA President will be released full time to perform the duties of the office. The President and the Administration shall make every effort to work together harmoniously to resolve problems of mutual concern. As consideration for such release, the Association shall pay the District the sum of Twenty-Five Thousand and No/100 ($25,000.00) Dollars per year. Upon completion of service as President, the KEA President shall return to his/her position held prior to taking office or a position acquired through the transfer procedure during his/her term.

ARTICLE 21 – SABBATICAL LEAVES (TA 8/19/24)

Section A: Sabbatical Leave

The School District agrees to promote and encourage sabbatical leaves.

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Section B: Paid Sabbatical Leave Committee

Requests for paid sabbaticals will be reviewed by a committee of four (4) persons [two (2) appointed by KEA and two (2) appointed by the Superintendent or his/her designee]. The committee will make a recommendation to the Superintendent.

A teacher who has completed seven (7) consecutive years of teaching in the Kalamazoo Public Schools may be granted a paid sabbatical leave of absence for one (1) semester or for one (1) year for the purpose of improving or developing skills directly related to his/her assignment.

The teacher will receive fifty (50%) percent of the contractual salary said teacher would normally receive for the semester or year the teacher is on leave, provided the teacher signs an agreement to return to the Kalamazoo Public Schools at the beginning of the next semester and remain at least one (1) year or refund the salary received while on leave.

Section C: Unpaid Sabbatical

A tenured teacher may request an unpaid sabbatical leave for a period not to exceed one (1) year for the purpose of improvement of skills for present assignment, for curriculum development, or for working on an educational project. Requests will be reviewed by the Administration and will be approved if judged to be of value to the District.

Section D: Application Timelines

Teachers desiring such leave must make application to the Superintendent at least four (4) months in advance, whenever possible, of the requested date for the commencement of such leave.

Section E: Placement Following Sabbatical

Following a sabbatical leave, the District will return a bargaining unit member to the substantially same position held immediately prior to the leave or will enter an agreement about placement before the bargaining unit member begins the leave.

Section F: NEA–MEA Service

An unpaid sabbatical shall be granted upon application for the purpose of serving one (1) term as an officer of the Michigan Education Association or the National Education Association.

Section G: Association Notification

Copies of all sabbatical applications, returning placement agreements and extension requests, as well as their disposition, shall be provided to the Association by the District upon request.

Section H: Replacement Substitute

The District may employ a substitute in the assignment vacated by a teacher on sabbatical.

ARTICLE 22 – PROFESSIONAL COMPENSATION

Section A: Salary Schedules

The basic salaries of bargaining unit employees covered by this Agreement are set forth in Schedule A. Schedule B sets forth extra duty salaries, found in Appendix 4.

All active bargaining unit employees shall receive a one-time 2% off-schedule payment to be paid on or before December 31, 2024. This payment will be treated as compensation for the purpose of MPSERS.

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Level	2023-24 Salary	2024-24 Salary	Daily Rate
A	$44,652	$45,768.30	$235.92
B	$55,302	$56,684.55	$292.19
C	$65,952	67,600.80	$348.46
D	$76,602	78,517.05	$404.73
E	$87,252	$89,433.30	$461.00

Behavioral Specialist Salary Schedule – See Appendix 4

Enrollment Incentive – calculated on each bargaining unit members salary. Behavioral Specialists shall be eligible for this enrollment incentive. This payment will be treated as compensation for the purpose of MPSERS.

	If Fall 2024 K-12 enrollment is:	Then salary increase is:
1	12,318 to 12,383	0.20%
2	12,384 to 12,449	0.40%
3	12,450 to 12,515	0.55%
4	12,516 to 12,581	0.70%
5	12,582 to 12,647	0.85%
6	12,648 to 12,713	1.00%

For all elementary assignments in place at the start of the school year, half of elementary planning time compensation shall be paid in thirty (30) calendar days following the fall state count day and half of such payment shall be paid in thirty (30) calendar days following the winter state count day. Any teacher hired for an elementary assignment or who has an increase in elementary time after the start of the school year will be paid a prorated payment within eight (8) weeks of hire or increased assignment.

Secondary class size compensation will be paid as stated in Article 7 Section F.

The District, by this agreement, communicates an intent to hire non-certified employees in the KEA Bargaining Unit to perform bargaining unit work as a classroom teacher. This agreement shall be governed by Michigan State Law and the following conditions. If a bargaining unit employee qualifies for a Full-Year Substitute Permit, they shall be directly hired and entitled to all provisions of the Master Agreement with the exception of:

1. Article 22 Section A and Schedule A. Salary shall be on Level A for up to three (3) years. Article 22 Section B

2. Article 22 Section H- No Advancement shall be accrued on the salary scale while working toward certification.

3. Upon completion of full certification, the teacher shall be placed on the Salary Schedule based on experience as a Non-Certified teacher as if it were certified service.

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Section B: Insurance

The employer shall provide a MESSA–PAK Insurance plan or cash option to all bargaining unit employees. Part-time employees who select Plans A or B may do so at an additional cost, as described below.

Full Medical (Plan A) – Available to only ONE spouse if both spouses are KPS employees.

Health	MESSA Choices II - $500/1000 In-Network deductible $1000/2000 annual Out-of-Network deductible $20/25/50 OV/UC/ER (Office Visits/ Urgent Care/ Emergency Room) co-pay SAVER Rx Includes Preventative Hearing Care Adult Immunizations
Long Term Disability Employer Paid	66 2/3 $5,000 maximum/month 90 calendar day - modified fill Freeze on offsets Pre–existing condition waiver
Negotiated Life- Employer Paid	$10,000 and $10,000 AD & D
Vision- Employer Paid	VSP 3 - Gold
Dental- 80%/20% Cost Share Delta Dental Class I, II, III + max Class IV + max Coordinated Riders	 80/80S/80: $2,000 80: $2,000 50/50/50/50: $1,500 Sealants

Supplemental Health (Plan B) – Available to all employees but required for any employee whose spouse is covered by Full Medical (Plan A) provided by KPS.

Long Term Disability Employer Paid	66 2/3 $5,000 maximum/month 90 calendar day - modified fill Freeze on offsets Pre–existing condition waiver
Negotiated Life- Employer Paid	$10,000 and $10,000 AD & D
Vision- Employer Paid	VSP 3 - Gold
Delta Dental Dental 80%/20% Cost Share Class I, II, III + max Class IV + max Coordinated Riders "Cash in Lieu"	 80/80S/80: $2,000 80: $2,000 50/50/50/50: $1,500 Sealants $100 / month

Full Medical with HSA (Plan C) – Available to only ONE spouse if both spouses are KPS employees

Health	MESSA Account Based Choices (ABC) Plan 1 - $1650/$3200* In-Network deductible $3200/$6400* annual Out-of-Network deductible

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	*Or minimum "High Deductible Plan" deductible allowed per IRS Regulations. MESSA ABC Rx Includes Preventative Care and Hearing Care Adult Immunizations
Health Savings Account	HSA Administered by Health Equity HSA Contributions shall be earned on per diem basis between first workday of January and last teacher workday $1280/$2560 to be contributed by District in January (pro-rated for new hires after January 1)
Long Term Disability Employer Paid	66 2/3 $5,000 maximum/month 90 calendar day - modified fill Freeze on offsets Pre–existing condition waiver
Negotiated Life- Employer Paid	$10,000 and $10,000 AD & D
Vision- Employer Paid	VSP 3 - Gold
Dental 80%/20% Cost Share Delta Dental Class I, II, III + max Class IV + max Coordinated Riders	 80/80S/80: $2,000 80: $2,000 50/50/50/50: $1,500 Sealants

Full Medical with HSA (Plan D) – Available to only ONE spouse if both spouses are KPS employees (Available effective January 1, 2020) Employees must select 26 pay schedule to be eligible.

Health	MESSA Account Based Choices (ABC) Plan 2 - $2,000/4,000* In-Network deductible $4,000/$8,000* annual Out-of-Network deductible MESSA ABC Rx Includes Preventative Care and Hearing Care Adult Immunizations
Health Savings Account	HSA Administered by Health Equity HSA Contributions shall be earned on per diem basis between first workday of January and last teacher workday $1280/$2560/$2560 to be contributed by District in January (pro-rated for new hires after January 1)
Long Term Disability Employer Paid	66 2/3 $5,000 maximum/month 90 calendar day - modified fill Freeze on offsets Pre–existing condition waiver
Negotiated Life- Employer Paid	$10,000 and $10,000 AD & D
Vision- Employer Paid	VSP 3 - Gold
Dental- Employer Paid Delta Dental	

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Class I, II, III + max	80/80S/80: $2,000
Class IV + max	80: $2,000
Coordinated	50/50/50/50: $1,500
Riders	Sealants

Behavioral Specialists shall receive the same Health Savings Account (HSA) employer contribution, if applicable.

Should an employee leave employment with the District before the conclusion of the school year, the District reserves the right to reclaim a pro-rata portion of the District's HSA contribution from the employee's salary, through payroll deduction, or from other funds owed to the employee at separation of employment. If multiple pay periods occur after notice of the employee's departure is received, deductions will if feasible be made in equal installments across the departing employee's remaining pay periods.

All employees, including Behavioral Specialists, selecting Plan A, B, or C will make biweekly, pre-tax, payroll contributions totaling twenty percent (20%) of the annual plan premium for medical and dental–coverage. Employees selecting Plan D shall pay twenty percent (20%) for medical only. For Plan D ancillary benefits not subject to PA 152 shall be one hundred percent (100%) employer paid. Unless otherwise stated, employees shall pay any other annual costs of medical coverage not paid by the District.

The District's contribution to the Choices II health insurance plan selected by a bargaining unit employee shall not exceed 80% of the MESSA ABC Plan 1 and ABC Plan 2 premiums. Bargaining unit employees choosing to continue enrollment in Choices II will be required to pay the difference between the District's contribution to the ABC Plan 1 premium and the full cost of the Choices II plan (including deductibles) and all other annual costs.

Based on the Plan renewal rates provided by MESSA each fall, the contribution rates above will be revised annually, and distributed to all employees before October 15, or as soon as possible. An Open Enrollment period for each year will take place beginning approximately November 1 for no less than two (2) calendar weeks following distribution of the new rates. New contribution rates will take effect with the first pay period of the calendar year.

Part-time bargaining unit employees may "buy up" to Plan A or Plan B. To "buy up", the part–time employee must execute a payroll deduction for twenty percent (20%) of the employee's pro-rata portion of the cost of Plan A or Plan B, plus the balance of the Plan cost that exceeds the employee's pro-rata portion. (These employees must contact the District Benefits Specialist to determine what their specific costs and options may be.) Any part-time bargaining unit employee who executes a "buy-up" to Plan B shall only be eligible for the $100 "cash-in-lieu".

All payroll deductions toward Plans A, B, or C will be made on a pre-tax basis, in accordance with Section 125 of the Internal Revenue Code.

For employees who work the full school year, the above PAK plans are for a full twelve (12) month period for the bargaining unit employees and his/her eligible dependents as defined by the insurance provider. Such insurance coverage shall also be available to a member's other qualified adult, at no cost to the District, pending filing of the appropriate documentation. The member must file the appropriate affidavit declaring the relationship and pay for the additional coverage (difference determined by non-PAK COBRA rates) by direct payment to the provider.

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An open enrollment period shall be provided whenever contribution subsidy changes for the groups. In addition, a bargaining unit employee may change PAK plans whenever a "change-in-status" of spouse occurs.

A MESSA Section 125 plan (tied to the current MESSA–PAK) shall be provided by the Board for all employees, including dependent care and medical reimbursement options.

The District will only cover insurance for retirees until the earliest date MSPERS retirement becomes effective (July 1).

Section C: Additional "Cash-in-Lieu" Payment

Any bargaining unit member employee who receives Plan B benefits and who does not have a spouse concurrently receiving medical benefits from the District shall be eligible for an additional payment of two hundred and fifty dollars ($250) per month – three hundred and fifty dollars ($350) total.

Any employee who elects or receives "cash in lieu" pursuant to Sections B and/or C of this Article 22, may be required, upon request, to verify that s/he has access to alternate health coverage through another source, such as a spouse's employer.

Section D: Extension of Employees' Year

If the District requires any employee covered by this Agreement to begin employment prior to the regular bargaining unit employee's contract year or extend beyond the regular employee's contract year, such additional time will be pro-rated on the annual contract salary as set forth in Appendix 3 Schedule A. This provision does not apply when the District makes up days pursuant to statute or rule or regulation which would result in the District's being penalized if such days were not made up. Such days will be made up and rescheduled according to the provisions of this Agreement.

Section E: Secondary Counselors

Secondary counselors shall work ten (10) mandatory days in addition to the regular schedule for bargaining unit employees: five (5) workdays prior to the employee report date at the beginning of the school year and five (5) workdays after the last employee workday. Pay for these ten (10) days shall be at pro-rata rate.

Section F: Compensatory Time

Bargaining unit employees who volunteer and are approved in writing to work additional days outside of the regular negotiated calendar will receive compensatory days off. The compensatory time is to be mutually agreed upon between the employee and supervisor. This provision shall not be construed to deny payment of any compensation due under the collective bargaining agreement. The employee and the administrator shall document accrued compensatory time on the Compensatory Time Form.

> At each work site, the appropriate administrator and the employees can decide how lost planning time shall be addressed. Lost planning time may be accrued up to one-half (1/2) day or full day increments and be utilized as compensatory time to be taken as mutually agreed upon between the employee and the supervisor during non-instructional time.

A record of comp time hours shall be maintained by the building office where compensatory time forms shall be filed. If the compensatory time is not used by the end of the school year, the teacher shall be paid according to the hours designated on the form. It shall be the building administrator's responsibility to ensure employees are paid for Compensatory Time that is lost to the employee. The time shall be paid at the Schedule B curriculum rate within two (2) pay periods after the last day of the school year.

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Section G: Bargaining Unit Employee Release

An employee engaged during the school day, at the request of the Association and the Administration, in participating in any negotiations or grievance discussions, including arbitration, shall be released from regular duties without loss of salary.

Section H: Past Experience

A newly-hired teacher shall be given credit for prior certificated teaching experience. Individuals employed as school counselors, school social workers, physical therapists, speech pathologist, occupational therapists, school psychologists or school nurses shall receive credit for prior licensed experience in such fields. One (1) year of such experience or service shall be equal to one (1) year of experience toward advancement on the salary schedule. Military service credit shall not exceed three (3) years.

Section I: Advanced Degrees

Bargaining unit employees who have completed advanced degrees prior to the beginning of the fall term shall be placed on the appropriate salary Level upon submission, prior to September 1, of evidence thereto from the granting institution. Such salary increase shall be prospectively effective as of the date of ratification of this agreement by both parties. Employees receiving an advanced degree will be placed on the appropriate salary Level for the balance of the contract year upon submission of evidence from the granting institution. Evidence of degree attainment shall be submitted to the Human Resources Department. Coursework toward such a degree must be from an accredited* institution. (*As referenced in the most current edition of the NASDTEC Manual on the Preparation and Certification of Educational Personnel or the National Council for Accreditation of Teacher Education, NCATE.)

Section J: Professional Growth

All employees are encouraged to continue professional growth. This growth may be enhanced by enrollment in accredited institutions of higher learning, attendance at summer conferences, educational travel or research, publication of books, work for civic improvement, work on professional committees, involvement in extra–curricular programs, and so forth. The aforementioned are not intended to be exclusive, but rather as positive examples which both parties to this Agreement deem beneficial to the school system and the community.

Employees who are serving on a regional, state, or national content committee may be released to attend a meeting or meetings provided they have the prior written approval of the appropriate assistant superintendent.

Section K: Masters Plus 30 Placement

Placement on the Masters' Degree plus 30 hours salary schedule shall not be automatic. The decision shall be made by Human Resources using the following guidelines:

1. All credits must be submitted on an official transcript from an accredited institution of higher learning.

2. All credits shall have been earned beyond the time the Masters' Degree was granted.

3. All credits must, in some way, be applicable to the particular grade level or subject matter in which the employee is teaching or be applicable to an approved program of study.

4. If an employee applies for the Masters' Degree plus 30 placement and does not receive favorable consideration, he/she shall be notified in writing within thirty (30) days of the decision. At the employee's request, a credentials committee shall be appointed for the purpose of reviewing the submitted credits to determine whether or not an employee is eligible for said placement. The credentials committee shall consist of two (2) non-Human Resources administrators appointed by the Superintendent

and one (1) Association representative designated by the KEA. The decision of the committee will be final.

5. Upon the presentation of credentials indicating completion of the approved program of study, the employee shall automatically be placed on the Masters' Degree plus 30 salary schedule. Any such salary increase shall be prospectively effective as of the date of ratification of this agreement. This shall include Occupational and Physical Therapists that must complete coursework of 60 or more credits in order to be professionally qualified for their position, even if it does not result in awarding of a degree.

6. Credits shall be earned and approved prior to the beginning of the contractual school year to qualify for placement on the Masters' Degree plus 30 hours salary schedule.

7. Automatic placement on the Masters' Degree plus 30 salary schedule shall apply to any employee who completes one of the following graduate-level programs: Master of Fine Arts, Master of Arts in Social Work, Masters' Degree in Speech Pathology and Audiology, Masters in Occupational or Physical Therapy who must complete 60 semester credits and Specialist in Education in School Psychology. In addition, automatic placement on the Masters' Degree plus 30 salary schedule shall apply to any employee who has completed at least sixty (60) graduate credits that include completion of the Master of Arts in Counselor Education and Counseling Psychology. The provisions of this Section shall only be applicable to those employees in assignments specifically related to their advanced degrees. Any such salary increase shall be prospectively effective as of the date of ratification of this agreement.

Section L: Payroll Deduction

Upon appropriate written authorization from the bargaining unit employee, the District shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bond, charitable donations, service credit purchase, supplemental benefits, or any other plans or program jointly approved by the Association and the District.

The District shall deduct such amounts as are necessary to reimburse the District for any unpaid insurance costs incurred by bargaining unit employees during approved unpaid leaves (e.g., FMLA, workers comp or LTD). Upon return from such a leave, increased deductions shall be made from that employee's payroll to reimburse the District for the unpaid employee contributions. In such a case, increased deductions shall be made over the remaining payroll periods for that insurance year, or over the same number of payroll periods during which the employee's contributions had not been made, whichever is longer. A list of defined payroll codes will be posted on the intranet. The District will make every effort to add codes throughout the year. The District shall provide a minimum of two (2) weeks' notice before making additional payroll deductions not previously authorized by the employee, including deductions for "dock days."

Section M: Election of Pay Schedule

It shall be at the option of each person employed for the full school year governed by this Agreement to receive his/her salary biweekly on a ten (10) or twelve (12) month basis. Once a selection is made, it will not be changed during the current school year following the end of the first pay period.

The 21-pay (10-month) option shall not be available to new employees hired after the 2003-04 school year, or to current employees already electing 26 pays (12 months).

Employees selecting ABC Plan 2 (Plan D) as outlined in Section B of this article must select 26 pay (12 month) schedule.

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Section N: Vocational Education Pay

All teachers who are vocationally certified as of January 1, 1994, and currently employed by Kalamazoo Public Schools, will continue to receive the vocational pay benefit should they teach a State-approved vocational course after January 1, 1994.

New teachers employed by the District in a vocational assignment after January 1, 1994, will not receive the vocational pay benefit.

Section O: Retirement Stipend

In recognition of long years of service to the District, the District agrees to pay a retirement stipend to employees who retire or resign after having completed fifteen (15) full years of service. Upon retirement from service, the employee shall receive a sum $190.87 multiplied by the employee's number of pro-rata years of service in the Kalamazoo system.

In recognition of daily attendance in the classroom, the District agrees to pay a supplementary stipend for unused accumulated sick days to employees who retire after having completed fifteen (15) full years of service. Upon retirement from service, the employee shall receive the sum of nine hundred dollars ($900), in addition to the above stipend, if s/he has at least one hundred twenty (120) unused accumulated sick days.

Section P: Retirement Plan

A bargaining unit employee who is retiring under the Michigan Public School Employees Retirement System (MPSERS) shall be entitled to a payment of three thousand dollars ($3,000) on or before June 30 of the year of his/her retirement, provided said teacher has given written notice of his/her retirement to the District on or before March 1 of the year of his/her retirement.

An employee resigning from the District but not immediately collecting their pension shall be entitled to one-thousand dollars ($1000) provided said bargaining unit employee has given written notice of his/her resignation to the District on or before March 1 of the year of his/her resignation.

If a bargaining unit employee retires from his/her employment with the District with 30 or more years of service in MPSERS, said unit employee will be eligible for a payment of two thousand dollars ($2,000) on the first pay of January in the year following the teacher's retirement.

Payments under this section are conditioned on the employees actively working through the end of the school year ending June 30th.

In the case of retirement, if the employee can document long-term financial harm under MPSERS then the employee can submit the notice by January 1 of the year they are going to retire, and there will be no expectation that they will be required to complete the remaining part of the school year ending June 30th of the same year.

Section Q: Amounts Payable at Time of Retirement

Amounts payable to a employee at a time of retirement shall be deposited by the District in the form of a non-elective employer contribution to the MEA 403(b) plan. No contribution shall cause an employee to exceed the limitations of Section 415(c) of the Internal Revenue Code. Contributions that exceed the Section 415 (c) limitations shall be paid to the teacher at the time of retirement and be subject to applicable taxes. With the exception of excess contributions, the employees shall have no cash option to this employer 403(b) contribution.

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Employees who are under age 55 at the time of retirement and take a cash distribution before age 59½ are subject to a 10% IRS penalty. The District will "make these employees whole" by paying the difference between the amount of the penalty and current FICA/MED rate of 7.65%. To be eligible to be "made whole" the employee must take the cash distribution within 30 days of payment by the District to MEA Financial Services and must notify the District at the time of distribution. The District will not "make whole" anyone after the 30-day period is past.

Upon retirement: Any payments which an employee is eligible to receive under Sections N and O of this Article shall be deposited by the employer into a 403(b) plan sponsored by MEA Financial Services. The District's obligation shall be limited to notifying MEA Financial Services of the retirees and payment amounts. MEA Financial Services will contact the retirees and execute the applicable documentation.

Section R: Tuition Reimbursement

For an employee seeking their first eighteen (18) hours of credit towards their initial Professional Certification, the District will advance up to R_1 per District semester, with a maximum of R_2 per credit hour. Such credit hours must meet state requirements for the certificate. Upon submission of proof of registration for graduate coursework, the District will provide a tuition reimbursement to the employee. If the employee does not submit a transcript to Human Resources, per the timelines below, showing successful completion of the course, the employee's pay will be reduced by the entire amount of tuition advanced; such reduction will be made over an interval of five (5) consecutive pay periods, when possible. Upon submission of proof of an Incomplete credit due to extenuating circumstances beyond the employee's control, the District will extend the deadline for submission through the next reimbursement cycle.

Each employee who earns additional credit, after August 28, 2011, at an NCATE or NASDTEC accredited college or university, or State Continuing Education Clock Hours (SCECH)/ or comparable Continuing Education Units (CEU) for ancillary professions not provided by the District, shall be reimbursed the sum of up to R_3 per credit hour, or up to R_4 per SCECHs/CEUs, for each additional hour or unit earned. The total sum to be paid for additional credit hours and/or units – including any reimbursed credits from paragraph 1 – shall not exceed R_5. Credit hours earned must be a part of a program designed to achieve a higher degree or must be taken in a field of study directly related to the employee's assignment or must be approved by the Superintendent. An official transcript of semester hour credits or SCECHs/CEUs earned from the granting institution shall be submitted to Human Resources. For an official transcript submitted by January 31, reimbursement shall be paid no later than the end of February. For an official transcript submitted by September 30, reimbursement shall be paid no later than the end of October.

The above reimbursement – whether for college credit or SCECHs– shall not exceed the actual tuition and fees paid. If a reimbursement request does include fees [i.e., in cases where tuition per credit hour is under one hundred dollars ($100)], then the employee's tuition reimbursement for the year will be limited to R_1.

	4% increase 9/14/2023
R_1	$1,082.00
R_2	$324.60
R_3	$162.30
R_4	$27.05
R_5	$4,977.27

Section S: Mileage Allowance

Employees who are required by the District to drive their personal cars for services to the District shall receive an allowance for mileage at the IRS standard mileage rate for business use of a car, subject to the following provisions, such allowance to cover all car expenses including insurance.

1. No employee shall be required to use his/her own car for field trips or for otherwise transporting students.

2. The use of personal cars for school business must have prior approval of the Administration in writing.

3. Employees who expect to receive a car allowance for mileage must keep an accurate log of miles driven and other pertinent data on a form obtained from their immediate supervisor. Logs must be provided by, and returned to, the designated supervisor on a monthly basis.

4. Mileage shall not be paid from home to school and/or return nor for personal business.

5. This provision shall provide for the payment of mileage to employees who are required to work on a regularly–scheduled basis in two (2) or more buildings during the regular school day.

6. The District agrees to carry a secondary liability policy to cover the employee over and above his/her primary policy. Such District policy shall include coverage for an employee's transportation of students and/or parents while performing his/her professional duties.

7. In the event that the IRS mileage rate is adjusted, and the District does not receive timely notification of such adjustment, employees shall receive the new rate retroactive to the effective date of the adjustment. In order to receive a retroactive adjustment, employees must furnish copies of approved mileage vouchers. Employees will be provided a copy of all mileage vouchers upon approval by the Administration. The District shall not reimburse retroactive payments for amounts less than five ($5.00) dollars.

Section T: Nurses Additional Compensation Mileage

Mileage:

Upon submission of monthly mileage reimbursement forms in accordance with district guidelines, nurses will be reimbursed the IRS rate for business related miles. Nurses who worked during the summer school session shall be paid mileage on the same basis during the summer months worked. This allowance is intended to cover all car operating expenses including insurance. In addition to this allowance, the District agrees to carry a secondary liability insurance policy to cover the nurse over and above his/her primary coverage.

It is not part of the nurses' duties to transport students or students' families in the course of their duties.

Section U: Deferred Income

The District shall continue to provide employees the opportunity to defer income through group tax deferred annuity programs. The District shall make appropriate remittance each pay period directly to the company with whom the employee has a group tax deferred annuity contract. The parties agree that the number of companies eligible to participate shall be limited to the number of companies on record with the District as of November 15, 1980.

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Section V: Extra Duty Activity and Transportation

When an employee is required by an extra-duty activity to transport pupils and it is necessary for the employee to secure a chauffeur's license, the District will reimburse the employee for the cost of such license upon proof of such expense. The District will also reimburse an employee for the cost of CPR and WSI training when such qualifications are required by the District for a particular assignment.

Section W: National Board Certification

As an incentive to pursue critical self-improvement as a professional educator, and in recognition of successful completion and attainment of National Board Certification as offered by the National Board for Professional Teaching Standards, a teacher achieving National Board Certification status shall receive an increase in his/her scheduled annual salary by W_1, starting in the next semester following confirmation of certification, and continuing every year thereafter. Said bonus shall supplement normal step increases and degree advances. The District shall provide support to an official applicant for National Board Certification. All materials produced by the teacher in preparing for such certification shall remain the property of the teacher.

On a first-come, first-served basis, up to twenty (20) teachers, per calendar year, may use up to five hundred ($500) of their available tuition reimbursement allocation (per Section Q) towards the application fee(s) for National Board Certification. The employee shall submit to Human Resources a copy of receipt(s) showing the fee(s) paid to the NBPTS. In the event that another scholarship or grant reduces the teacher's share of the fee, the reimbursement shall not exceed the actual expense incurred by the teacher. Reimbursement shall be made following proof of submission of portfolio materials by the teacher to NBPTS.

	4% Increase 9/14/2023
W_1	$3,132.22

Section X: National Certification Renewal

When a nurse, speech therapist, occupational therapist, physical therapist, school psychologist, social worker, or teacher of the hearing impaired, incurs a required renewal fee for national certification, he/she shall be reimbursed for such fee, not to exceed one hundred dollars ($100) per year, and not to exceed three thousand dollars ($3,000) during a school year, on a first come first serve basis. Proof of payment must be submitted to Human Resources not later than May 1.

Section Y: Overpayments and Underpayments

The employee has a responsibility to monitor his or her wages as paid by the district. If the employee believes there is a discrepancy, he/she has a responsibility to contact the District. Likewise, if the District believes an employee to be overpaid or underpaid the District shall make appropriate contact.

Thus, the parties agree to the following regarding overpayments and/or underpayments:

1. The discovery period for discrepancies is limited to discrepancies within the current school year and the school year immediately preceding it. For ten-month employees the summer is considered to be part of the school year just ended.

2. If the employee is underpaid in the time period identified above the District shall contact the employee to determine if a preferred method of reimbursement to the employee exists.

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3. If the employee is overpaid, the overpayment shall be returned to the District in the same manner in which it was received by the employee (i.e., overpayments received over 12 months of checks shall be repaid to the District over 12 months of checks).

Section Z: Compensation for Substituting During Planning Period

The District relies on the AESOP system to identify substitutes when needed. Teachers are therefore encouraged to promptly record the need for a substitute at their earliest possible convenience. When it is nevertheless necessary for the District to identify a substitute, this Section Z shall apply.

In order to promote instructional continuity and scheduled planning time, each building will, no later than the end of the second instructional week, create a list of volunteers who will substitute for an absent teacher during the volunteer's planning period. A copy of the list shall be provided to the building representative. The building administration shall first use the volunteer list, unless an unanticipated emergency occurs that prevents its use. Any teacher who substitutes for an absent teacher during their planning period shall receive compensation at the Schedule B curriculum rate, unless the principal (or designee) and teacher mutually agree that compensatory time in lieu of the curriculum rate shall be an option, per section F of this Article 22.

If there are insufficient volunteers, unless an unanticipated emergency occurs, the principal or his/her designee will first (1) solicit a highly qualified paraprofessional with a substitute permit; (2) a part-time teacher; or (3) a teacher serving as a substitute administrator.

In the event the above process does not identify a qualified substitute, the parties acknowledge the District's legal obligation to assign a qualified person who may be a District teacher.

Section AA

Provided training does not occur during a regular scheduled school day, any District-approved training for teaching Advanced Placement (AP) courses will be paid at the curriculum rate. Per the grievance settlement 07-08-15, this rate shall apply during training and travel time. The District will be responsible for expenses such as but not limited to registration fees, required materials for participation in the training, mileage at the IRS rate, and or travel costs such as lodging, and meals provided written documentation is submitted. The District will attempt to send experienced AP teachers to single day training offered by The College Board that provide "updates" on best practices for teaching AP courses in lieu of weeklong AP training, but the District has the option to request experienced AP teachers attend the more extensive training.

ARTICLE 23 – INSTRUCTION AND CURRICULUM

Section A: Teacher Participation

The parties agree that teacher participation is an important component in the development and revision of all curriculum and instructional matters.

Section B: District Study Committees

When a study committee is established for the purpose of reviewing new curriculum, existing curriculum and, or software committee employees will be selected by the appropriate administrative department following posting of the committee. All committees shall include one member selected by the KEA President.

Notices will be sent to all appropriate buildings describing the purpose of the committee, size of bargaining unit, and deadline for application. A standardized procedure for posting and announcement of said positions will be used in all buildings. The Association will be provided copies of all committees and their membership.

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Section C: Study Committee Reports

A preliminary report of the study committee will be submitted to the professional staff in each building and staff will be encouraged to submit reactions and concerns to the committee.

Section D: Report Reviews

After review of these materials, the study committee will prepare a recommendation for the Superintendent, or his/her designee. Copies of any instruction and curriculum recommendations shall be made available in each building prior to presentation to the Board.

Section E: Board Presentations

When the Board of Education is notified about the date and time of any presentations, such notice shall also be sent electronically to all bargaining unit employees and the Association. At least one hardcopy will be sent to the Association and another posted in each school site. Subsequent revisions will be similarly reposted and redistributed, when possible.

ARTICLE 24 – INTERN/STUDENT TEACHERS

Section A: Acceptance of Interns

Acceptance of intern/student teachers or members of teacher-preparatory programs shall be voluntary.

Section B: Assignment

Intern/student teachers will be assigned only to tenured teachers. Supervising teachers will assume responsibility for daily planning, student evaluation, and the appraisal of the intern/student teacher's performance. All tenured teachers will be notified of possible intern/student teacher assignments**.** Teachers will have an opportunity to apply for such assignments. If such a request is denied, the administrator shall issue a written rationale for such denial, upon request.

Section C: Development of Opportunities

Supervising teachers shall work with the university program coordinator and principal to assist in developing extensive opportunities for the intern/student teachers to observe and practice the arts and skills of the profession.

Section D: Information to Intern/Student Teachers

The District agrees to make available to intern/student teachers a copy of the texts, guides, building policies, and a copy of this Agreement to assist them during their internship.

Section E: Funding Review

The District, upon request, will make known the amount of money received from universities and colleges placing intern/student teachers in the Kalamazoo Public Schools. The amount per intern/student teacher will be deposited in the school's account for the supervising teacher to purchase items for his/her professional use.

ARTICLE 25 – MAINTENANCE OF STANDARDS

Hours, extra compensation for duties outside regular teaching hours, relief periods, leaves, and other matters pertaining to the provisions of this contract including the quality of education program shall be maintained according to the terms and conditions of this contract during the life of this contract, provided that such conditions may be improved for the benefit of bargaining unit employees as required by the express provision of this Agreement. This provision shall not be binding on either party in cases of a reduction in students and/or revenue.

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ARTICLE 26 – SENIORITY

Section A: Definition of Seniority

Seniority is defined as length of unbroken professional service with the School District and shall be computed from the staff employee's first day of work during a regular school year. The start of the regular school year shall be as designated in the applicable school calendar. Administrators who are reassigned to bargaining unit positions shall have seniority as established by the past practices of the parties.

If an employee is hired under discretionary funds, and is not a current employee, that person can be hired under a temporary contract for up to one (1) year, and if the position continues beyond one (1) year, said person shall have full seniority rights retroactive to his/her date of hire. Current employees placed in positions funded with at-risk dollars are not affected by this provision and are subject to the regular staffing procedures.

Teachers who are employed in a temporary position, then subsequently re-hired as a bargaining unit employee the following school year, will have their seniority date retroactive to the previous date of hire into the temporary position.

Section B: Posting of List

The seniority list shall be published and posted conspicuously in all buildings of the District by the first school day in January of each school year. The seniority list shall include all currently employed employees, as well as employees on layoff, sabbaticals and leaves of absence. Such listing will also include name, job start date, certification, endorsements and "Highly Qualified" status, if applicable. Printed copies of the seniority list shall be distributed as follows: one (1) copy to each building principal, one (1) copy for each building site, and eighty (80) copies for distribution by the Association to Association Representatives. Updates and corrections may be posted electronically as they are made, with one (1) printed copy provided to the Association.

Section C: Loss of Seniority

All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or failure to respond to notification of recall as specified in Article 27. Seniority continues to accrue if a teacher is on layoff, sabbatical or leave of absence.

Section D: Tie Breaking

In the event more than one (1) teacher has the same seniority date, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and teachers so affected will be notified in writing of the date, place, and time of drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and Association representatives to be in attendance.

ARTICLE 27 – REDUCTION OF ANCILLARY STAFF PERSONNEL AND RECALL PROCEDURE

In the event it becomes necessary to reduce the number of ancillary staff employees through layoff, the Association will be consulted and will be provided with all necessary data in order to monitor the procedure. The following procedure shall be applied using the criteria stated below whenever it becomes necessary to lay off ancillary staff employees due to a decrease in enrollment or in revenue.

Section A: Probationary Ancillary Staff

The service of probationary ancillary staff employees shall first be discontinued, unless certain of the probationary ancillary staff employees are working in a position for which there are no qualified ancillary staff

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employees to fill the needs of the School District. Probationary ancillary staff employees shall be laid off on the basis of qualification, licensure, and seniority.

Section B: Guidelines

Following the decisions as enumerated above relative to the layoff of probationary employees, non-probationary ancillary staff employees will be laid off on the basis of qualifications, licensure, and seniority with the Kalamazoo School District. The parties agree that every effort will be made to continue to employ more-senior ancillary staff employees following a layoff provided that all remaining ancillary staff employees are qualified as defined by this Agreement for the remaining positions available in the School District.

Section C: Guideline Exceptions

Exceptions may be made in positions in which no other ancillary staff employee with more service has the necessary qualifications to fill such assignments.

The document entitled "Career Directory" may provide additional qualifications.

Section D: Layoff Notification

No ancillary staff employee shall be laid off pursuant to a necessary reduction in work force unless said ancillary staff employee shall have been notified of said lay off at least thirty (30) days prior to the scheduled beginning of the school year of said reduction.

In the event of an unexpected reduction of revenue occurring after the start of the school year when such revenue was dedicated to maintaining lower elementary class size or other unexpected reduction of revenue that causes the reduction or elimination of an educational program, no ancillary staff employee shall be laid off pursuant to a necessary reduction in work force unless said ancillary staff employee shall have received preliminary notice and been notified of said lay off at least sixty (60) calendar days prior to the scheduled beginning of the semester of said reduction.

Such preliminary notice for mid-year layoffs shall be in writing and given to the Association and potentially affected ancillary staff employees as soon as possible, but in no case later than thirty (30) days prior to the scheduled beginning of the school year of said reduction. The preliminary notice will include the reason(s) why the lay-off may occur. A voluntary meeting will be held with all the affected ancillary staff employees including Association representation within a reasonable period of time following issuance of the preliminary notice.

Section E: Retirement Eligibility

Any teacher who would have qualified for retirement during the reduction year shall be permitted to teach that year so as to acquire needed service. This provision may be invoked only once by a teacher.

Section F: Fringe Benefits Over Summer

Employees subject to lay off for the following school year shall receive fringe benefits during the summer months.

Section G: Employee Paid Benefits

A laid off bargaining unit employee may choose to continue existing insurance benefits, with the District continuing paid coverage in proportion to the employee's service for the school year. After that point, the employee may continue paid coverage in accordance with MESSA's termination benefits, if eligible. And finally, the employee may pay for continued coverage in accordance with his/her COBRA rights. When

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monthly premium payments are required, the employee will pay the bargaining unit's per-employee group rate for the same coverage as was provided by the District.

Section H: Substitute Priority

A laid off ancillary staff employee shall, upon application, be granted priority status on the District's substitute list for all areas in which the ancillary staff employee is qualified excluding teaching positions. If the District uses an outside agency for substitutes, the outside agency will be given the names of laid-off ancillary staff employees who are to be given such priority status to be hired.

Section I: Recall Guidelines

An ancillary staff employee who is laid off shall be appointed to the first vacancy in the District for which he/she is qualified. Rehiring of laid-off ancillary staff shall be in order of seniority provided the employees are qualified for the existing vacancy.

Section J: Acquiring Additional Certification

Ancillary staff employees who secure additional qualifications and certification while on layoff may be eligible for recall in both the old and new area of qualification and certification. In addition, such ancillary staff employee shall have the right to displace a less-senior ancillary staff employee at the beginning of the school year provided such ancillary staff employee has notified Human Resources in writing of his/her intent to obtain additional certification no more than ten (10) calendar days after the receipt of his/her assignment status for that year. Ancillary staff employee on layoff shall submit written plans for and projected completion date of such additional qualification or certification to the Assistant Superintendent of Human Resources on or before March 1 of the preceding year. Ancillary staff employees who receive notification of lay off for the ensuing school year prior to the end of the current school year shall submit written plans for and projected completion date of such additional qualification or certification to the Assistant Superintendent of Human Resources prior to June 20 of that year. To be eligible for recall in a new area of certification, an ancillary staff employee must submit proof of credentials to Human Resources.

Section K: Recall Notification

Notification of recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the ancillary staff employee's last known address. It shall be the responsibility of the ancillary staff employee to notify the District of any change in address.

Section L: Recall Refusal

A laid-off ancillary staff employee shall be considered laid-off until he/she is reinstated in the District or the ancillary staff employee resigns. Refusal of an offer from the District for a position for which the laid off ancillary staff employee is certified, qualified and/or licensed or failure to respond within ten (10) weekdays of the receipt of a written offer of a position made by the District, shall be cause for termination. However, ancillary staff employees recalled from layoff shall have the option to take an unpaid leave of absence for the balance of the school year.

Section M: Restoration of Benefits

All accrued benefits to which an ancillary staff employee was entitled at the time his/her layoff commenced including unused sick leave will be restored upon his/her return to active employment.

Section N: Involuntary Transfers

When it is necessary to reduce the number of ancillary staff employees through layoff, the District shall affect involuntary transfers of ancillary staff employees to their major area of study as defined in this article or to

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any other area in which they are qualified, where applicable, as a means of ensuring the retention of as many senior ancillary staff employees as possible. This paragraph does not apply to teaching assignments.

Section O: Involuntary Transfer Exemption

When it is necessary to reduce the number of ancillary staff employees through layoff, any ancillary staff with twenty (20) years or more seniority in the District may declare himself/herself exempt from involuntary transfer for any reason other than necessary reduction in a department, elimination of a job or position, or building closing. Ancillary staff employees who wish to use this exemption must file his/her intent in writing with the Human Resources Office each year by May 1.

Section P: Minority Hiring

It is mutually agreed that the District shall exercise the right and responsibility to hire minorities whenever possible to enhance the ethnic ratio of our staff.

Section Q: Court Orders

It is understood that the above procedures shall not conflict with currently effective Federal Court Orders. However, should these Court Orders be changed or modified in any way, this article will be open for renegotiation.

Section R: Unemployment Compensation Benefits

In the event that a bargaining unit employee is notified of layoff to be effective after the end of a current school year and such employee is subsequently recalled on or before the start of the succeeding school year, the employee shall reimburse the District the amount of unemployment compensation benefits paid to that employee during the weeks of the intervening summer denial period. Reimbursement shall be accomplished through equal amounts of payroll deductions commencing with the first payroll after recall. Such deductions shall return money to the District in the same manner as the unemployment compensation was received by the employee (i.e., unemployment compensation received over twelve (12) weeks will be reimbursed to the District over twelve [12] weeks).

ARTICLE 28 – CONTRACT REVIEW

Contract Review is a forum wherein the Association and the Administration meets on a regular basis to discuss evolving issues related to contract maintenance and implementation. It is one of the first levels at which potential problems between employer and employee can be identified and resolved. The commitment of both parties to minimizing conflicts is exemplified by their commitment to discussion of such issues at this level.

Section A: Contract Review Meetings

Representatives of the District and the Association will meet on the fourth Tuesday of each month, September through May, at a mutually-agreeable time for the purpose of reviewing the administration of the contract and to resolve problems that may arise. Each party shall be entitled to six (6) representatives. In addition, each party may utilize such resource persons as it deems appropriate for any particular meeting. These meetings are not intended to bypass the grievance procedure.

Each party will submit to the other, whenever possible, a week prior to the meeting, an agenda covering what they wish to discuss, except when otherwise agreed. At the first meeting of the school year the parties will discuss the notification to teachers of students with 504 plans. During the 2010-2011 school year, the parties will discuss providing an independent component for Professional Development.

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Should a meeting result in an acceptable amendment of the Agreement, then the amendment shall be subject to ratification by the District and the Association.

Section B: Building Representation

The Association shall designate teachers in each building as Association Representatives (AR). The principal and Association representatives shall meet, upon request at a mutually-agreeable time, for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meetings are not intended to bypass the grievance procedure.

Section C: Successor Agreement

Bargaining for the successor Agreement shall commence no later than March 15th of the year of expiration.

ARTICLE 29 – CONSORTIA

In the event that the District decides that it is going to enter into a consortium with one or more other school districts relative to the delivery of educational services, the District will negotiate with the Association relative to wages, hours and other terms and conditions of employment affected by the proposed consortium arrangement.

ARTICLE 30 – ACADEMY SCHOOLS

Should the Kalamazoo Public Schools participate in any discussion germane to approving a public school academy, the Association will be promptly notified and the Association will be provided all information regarding same to allow a monitoring of the District's discussions. If the District should decide to open an academy, the parties will negotiate wages, hours and working conditions for the bargaining unit work being performed in the academy.

This agreement is only applicable to public school academies established under M.R.C. 380.501.

ARTICLE 31 – MENTOR TEACHERS

Section A: Mentees

Teachers who are in the first three years of their career (mentees) will be assigned to a mentoring cluster. Assignment to a cluster will be determined by a New Teacher Mentoring Advisory Committee. The Association shall submit the names of KEA members to be considered for the committee. The committee shall be no less than 50% Association members selected by the Superintendent from the submitted list. One (1) member shall be appointed by the KEA. Cluster assignments will be made with consideration as to level, content and building assignment. Each cluster will contain first, second and third year mentees where applicable. A new teacher to the District, but not within their first three (3) years of teaching, may also request assignment to a mentoring cluster.

New teachers will be required to attend up to one (1) cluster meeting (not to exceed 1.5 hrs. each) per month as part of their professional development. In addition, each new teacher may be required to participate in another 1.5 hours of a professional development activity each month. Such professional development activity shall be given to the cluster by the mentor each month. Meetings will be held during the designated district professional development time after school whenever possible and be planned so as not to interfere with other District or building level meetings. Every effort will be made to use the contractual Mondays and Wednesdays for cluster meetings. However, when there is a conflict with the calendar date, the mentor and mentees can mutually agree to change the date of the cluster meeting to a new date that is agreed upon by all involved in

the cluster. In addition, new teachers required to be in the mentoring program must attend three district-provided professional development sessions of 1.5 hours every year in the new teacher mentoring program.

Cluster meetings will be structured and led by mentor teachers. Topics and discussions will be designed to assist the mentees with their teaching. Mentees will be required to keep a log of cluster meetings as to dates/times and topics. Logs will have to be signed by the mentee and their mentor and be submitted to the Professional Development Office at the end of each semester.

Mentees will be expected to remain with their assigned cluster for the three (3) years. If in the event that assignment would be questioned, mentees may appeal to move to another cluster by making such appeal to the Professional Development Office who shall refer the appeal to the New Teacher Mentoring Advisory Committee for a decision.

Section B: Mentors

Mentor postings will contain specific criteria for the position, as defined in the Career Directory. Applicants can expect to complete a qualifications match. Applications will be reviewed by the New Teacher Mentoring Advisory Committee which can make recommendations. The Administration will make the final selection from qualified candidates.

No member of the New Teacher Mentoring Advisory Committee may serve as a mentor. All mentors must be tenured in Kalamazoo. In the event that issues or conflicts arise regarding a mentor teacher and mentees, these shall be referred to the New Teacher Mentoring Advisory Committee for resolution.

Once selected, the mentor can expect to be required to complete 1-2 days training in the summer. Each mentor will be assigned up to eight (8) mentees for their cluster. They will be expected to organize, structure and conduct cluster meetings with their mentees after school. It is also expected that they and their mentees will use the mentoring tools provided in the NTC Learning Zone (or its replacement) to establish goals, to establish action steps and support toward teacher growth. It is also expected that mentors will visit the classrooms of their mentees to observe, model and otherwise offer support to each mentee. Mentor/mentee visits to other classrooms are also recommended. Release days and compensation will be allocated according to the following schedule:

Mentees	Compensation 2023-24 (4%)	Release Days (May be Used in ½-day Increments)
6-8	$1,881.62	8
4-5	$1,505.30	8
3 or less	$1,128.97	6

In addition to the summer training time and release days, mentors will meet with other cluster leaders once each semester for training. Such meetings may be conducted on non-school hours.

Mentors are expected to seek input on skills needed from the mentees, appropriate administrators or other persons involved with the educational development of new teachers. They may choose topics for cluster meetings based on this input, recommend a new teacher visit another site or recommend a new teacher be trained in a particular skill. Such recommendations shall be referred to the building administrator for approval. If approved, it will be up to the building administrator, in collaboration with the mentee, to make the necessary arrangements (as with any training opportunity).

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It is the duty of the mentor to support and enable the success of the mentee. The mentor may not evaluate or contribute to the evaluation of the mentee. Areas of concern as expressed by the mentee to the mentor should not be reported to others.

The mentor may be called upon by the building administrator to assist with the building of particular skills. The mentor may expect to work in collaboration with the building administrator to help facilitate specific training as needed.

Mentors must keep attendance at each meeting and are expected to review and sign the logs of each of their assigned mentees. Mentor teachers are expected to respond to the needs of mentees in a timely manner.

If, in the event a mentor feels that a mentor/mentee would be more successful in a different cluster, they may make such appeal in writing to the Professional Development Office. That appeal will be reviewed by the New Teacher Mentoring Advisory Committee for a decision.

Section C: Speech Language Pathology Clinical Fellowship Mentors

Mentors of clinical fellows (CF) in speech language pathology will complete the supervision requirements outlined by the American Speech Language and Hearing Association (ASHA):

- *During each (12 week) segment of the CF experience, the CF mentor must provide a minimum of 6 hours of direct observation and 6 hours of indirect observation, which typically include reviewing diagnostic reports/treatment records/plans of treatment, monitoring the Clinical Fellow's participation in case conferences or professional meetings, and/or evaluating the Clinical Fellow's work by consulting with colleagues or students and their families. The CF mentor and the Clinical Fellow must coordinate the observation schedule to ensure that all skills are observed and evaluated during each segment of the CF experience. It is expected that the observations are spread over the duration of the CF experience, with no more than 6 total observation hours completed in 1 day.*

- *The CF mentor must provide performance feedback to the Clinical Fellow at least once during each segment of the CF.*

Mentors shall be limited to one clinical fellow at a time. Compensation will be allocated in the amount of$376.32.

ARTICLE 32 – ELEMENTARY & SECONDARY EDUCATION ACT/STATE LAW ESEA

Section A: Introduction

Any changes to the Agreement related to the implementation and/or legislation of ESEA or applicable state law shall be subject to negotiations between the District and the Association. This collective bargaining agreement is subject to section 1280c(8) of the Michigan Revised School Code and section 15(6)(a) of PERA**.**

Section B: Notification

When an elementary school or a secondary school has been identified under Section 1280c of The Michigan Revised School Code or comparable State law or for school improvement under 20 USC 6316 (b) paragraphs (1) or (5), or for corrective action under paragraph (7), or for restructuring under paragraph (8), the District shall notify the Association of said identification. The District will provide the Association with an opportunity to review the school-level data, including academic assessment data, on which the identification is based. If

the Association believes that the identification is in error for statistical or other substantive reasons, upon review, the Association may provide supporting evidence to the District, which shall consider that evidence.

Section C: District ESEA/Priority School Advisory Council

1. A District ESEA Advisory Council (DEAC) shall be established as a subcommittee of the Teaching and Learning Council for the purpose of district-level oversight and coordination of all activities associated with ESEA compliance. The DEAC shall be comprised of the following District employees:

    a. The Superintendent of Schools or his/her designee,
    b. Two (2) Administrators – one (1) appointed by the Superintendent and one (1) appointed by the United Auto Workers Local 2150,
    c. Four (4) teachers, mutually appointed by the Kalamazoo Education Association and the Superintendent. If said individuals are not able to agree on said mutual appointment, then two (2) of said teachers shall be appointed by the Kalamazoo Education Association and two (2) shall be appointed by the Superintendent of Schools.

    In addition, the committee shall include the following *ad hoc* positions – with respect to the school site under consideration – and selected by mutual agreement of the District and the Association:

    d. Two (2) parents of students from the subject school site.

2. Responsibilities: The DEAC will provide input to the School Board regarding District activities resulting from the ESEA legislation or comparable State legislation. Most importantly, the DEAC may:

    a. Review assessment data and identification of student achievement status of school sites;
    b. If necessary, review and evaluate portfolio submissions from those employees seeking "Highly Qualified" status (see Section F).
    c. Review all changes in existing or proposed instructional programs, curricula, and/or school restructuring resulting from ESEA or comparable State law prior to the Superintendent's recommendation to the Board.

Section D: School Improvement/Site-Based Decision-Making

1. School Improvement Team (SIT): At each school site, a SIT shall be established. Teacher representatives that participate on the SIT are voluntary.

2. School Improvement Plan (SIP): No provision of a SIP (or other corrective action) shall alter, modify, violate, or supersede this Agreement, except as mutually agreed in writing by the District and the Association or as required by law.

3. Bargaining: If a local SIT, or the District ESEA Advisory Council, wish to explore a local Plan which would require a waiver and/or modification of the parties' Collective Bargaining Agreement, such waiver and/or modification will be processed through the parties' "Contract Review" process. Upon review, the parties' Contract Review Committee may refer such Plan recommended by the SIT or DEAC to the bargaining representatives of the parties.

4. Compensation: If SIT meetings or activities are scheduled during an employee's regular workday, the employee shall be released from duties without loss of time or pay.

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5. The Parties agree that decisions of staffing and policies which would directly affect other school sites or District policy, and salary/wages, benefits and professional employee performance will not be appropriate decisions for School Improvement Teams.

6. If a local School Improvement Team wishes to explore a local policy which would require a waiver and/or modification of the Parties' Collective Bargaining Agreement, and waiver and/or modification will be processed through the Parties' "Contract Review" process.

7. It is agreed that KEA employee participation on School Improvement Teams is voluntary. Said volunteers for the School Improvement Teams will be elected yearly by the site's bargaining unit employees.

8. All School Improvement Team meetings and agendas will be publicized and open to all staff.

9. The District will work cooperatively with the KEA to ensure equitable bargaining unit employees on School Improvement Teams.

10. School Improvement Team meetings shall not take place on the second Tuesday of each month or the third Monday of each month.

Section E: Calendar and Training for Identified Schools

Longer work year: If staff is required to work beyond the normal contract calendar, the designated dates for this work will fall within the five (5) workdays immediately following the last teacher workday in June or the five (5) workdays immediately preceding the first teacher workday in August. This time may be used for training, collaborative planning, curriculum writing, meetings with principal, etc. All such professional development which takes place beyond the normal contract calendar will be compensated at the in-service rate of $15.00 per hour.

Section F: "Highly Qualified" Status of Professional Staff

In order for a teacher to have "Highly Qualified" status for a position, the teacher must demonstrate attainment of one or more of the benchmarks identified in the U.S. Dept. of Education's (DOE) "Highly Qualified" flowchart – or the most recent version thereof including the MDE state-approved option(s).

In the event that a teacher submits a portfolio to Human Resources, it will be sent to the District ESEA Advisory Council. For the purpose of portfolio review and approval, only those members of the DEAC who are employees of the District shall serve as the portfolio review committee. Approval of a portfolio shall be based on agreement of a majority of said committee members. Upon approval of the portfolio, Human Resources will notify the appropriate state agency of the employee's "Highly Qualified" status.

Human Resources will annually obtain information from the MDE regarding the "Highly Qualified" status of each teacher and will advise those who are not so qualified for their current position. Human Resources will also monitor and advise whether a teacher is "Highly Qualified" for a prospective position to which the employee may seek transfer.

A teacher must be "Highly Qualified" for his/her current assignment, as required by DOE or MDE laws and regulations.

A teacher who has been recognized as "Highly Qualified" under the ESEA 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.

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If the definition of "Highly Qualified" changes, the parties will meet, discuss the impact and agree to any needed revisions, excluding District policies relating to prohibited subjects.

Section G: Costs of Becoming "Highly Qualified"

The District will make funds available for the purpose of assisting bargaining unit employees to attain "Highly Qualified" status for a position for which the employee is not already "Highly Qualified". Said funds shall be applied, but may not be limited, to the following purposes:

1. Reimbursement/payment of the fee to take the Michigan Test for Teacher Certification (MTTC) subject area examination;

2. Pre-approved expenses for employees to attend professional development workshops, seminars, etc. that would meet qualification requirements;

Upon request to Human Resources or the building principal by the District, and presentation of appropriate documentation, reimbursement to a bargaining unit employee shall be made for expenses incurred for participating in one or more of the above activities.

To the extent that an employee may seek to become "multiply Highly Qualified" in order to be eligible for another position not currently held, provision 1 above shall also apply. All other tuition reimbursements shall be governed by Article 22 – PROFESSIONAL COMPENSATION in the Agreement.

Section H: Addendum to Collective Bargaining Agreement

The district agrees to provide the Association with an opportunity to prior review and input regarding any addendum required by the MDE in connection with an identified schools plan to address student achievement. The Districts' goal is to provide the Association with a reasonable period of time for such review and approval.

ARTICLE 33- NOTICE OF RESIGNATION

Employees shall not request release from their contract obligation during any school year except in case of dire necessity. If an employee submits a resignation during a school year, the Board may respond in one or more of the following ways: (1) ask the employee to reconsider in light of the contractual obligation; (2) consent to the release of the contractual obligation upon securing a qualified replacement, or (3) require a minimum of 3 work weeks advance notice.

Further, as stated within the Michigan Teacher Tenure Act, any teacher on continuing tenure shall not discontinue services except by mutual consent, or by giving written notice at least 60 days before September 1st of the following school year. Failure to do so shall result in forfeiture of previously acquired tenure.

Provided that at least three (3) weeks advance notice is given, tenure forfeiture shall be the sole and only action taken against a bargaining unit employee.

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ARTICLE 34 – DURATION OF AGREEMENT

THIS AGREEMENT supersedes all previous Articles of Agreement between the parties and shall become effective as of the ___ day of September, 2024, and shall remain effective until the 16th of August,2025.

KALAMAZOO PUBLIC SCHOOLS

Steve Leland
Its Director of Human Resources

Laura Kayser
Its Chief Financial Officer

Marshall Grate
Is Chief Negotiator

KALAMAZOO EDUCATION ASSOCIATION

Heather Reid
Its President

Sygnett Swann (Nov 26, 2024 16:04 EST)

Sygnett Swann
Its Secretary

Tom Greig
Its UniServ Director

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APPENDIX 1: ATTACHMENTS

Attachment A - Arbitrator List

KALAMAZOO PUBLIC SCHOOLS & KALMAZOO EDUCATION ASSOCIATION

ATTACHMENT A

The District and Association Agree to the following panel of arbitrators for the duration of the 2021-2023 Agreement:

Thomas Barnes

Mark Glazer

Robert McCormick

Kathleen Opperwall

Kathryn VanDagens

Betty Widgeon

The arbitrator will be selected in sequential order. If the arbitrator next in order is not reasonably available or discloses a conflict of interest, by mutual agreement, the next arbitrator will be selected.

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Attachment B - Professional Development Excusal Form

Request to be Excused from Required Duties

Requests should be made in writing at least 10 workdays in advance

(Requests can only be made as it pertains to Kalamazoo Public Schools academic and/or athletic and/or extracurricular and/or after-school assignments that require attendance at a scheduled competition and/or similar pre-scheduled contest or special event and teacher's attendance is required.)

*****This form is not to be used for missed PD as a result of an illness, jury duty, bereavement and/or personal business days.*****

Employee's Name:

Date of Request:

Reason for Request:

Event Requesting to be Excused from: ☐ Staff Meeting ☐ Bldg. PD ☐ District PD ☐ Grade Level/Dept. PD
(Check one)

Approved: ☐ **Not Approved:** ☐ ***(Administrator shall respond in writing within five (5) workdays of receipt of request)***

Signature (Principal or Appropriate Administrator) **Date**

Teacher's Reflection on Missed Material

(Teacher shall obtain the information from the meeting facilitator, write a written reflection on the material [space provided below] and submit the information to the administrator within five (5) workdays of the missed event.)

Teacher's Reflection:

Signature (Employee) **Date**

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Attachment C - Reportable Crimes List

School Safety Legislation
Reportable Crimes List

(a) Any felony.

(b) Any of the following misdemeanors:
- (i) Criminal sexual conduct in the fourth degree or an attempt to commit criminal sexual conduct in the fourth degree.
- (ii) Child abuse in the third or fourth degree or an attempt to commit child abuse in the third or fourth degree.
- (iii) A misdemeanor involving cruelty, torture, or indecent exposure involving a child.
- (iv) A misdemeanor violation of section 7410 of the public health code, 1978 PA 368, MCL 333.7410.
- (v) A violation of section 115, 141a, 335a, or 359 of the Michigan penal code, 1931 PA 328, MCL 750.115, 750.141a, 750.335a, and 750.359; or a misdemeanor violation of section 81, 81a, or 145d of the Michigan penal code, 1931 PA 328, MCL 750.81, 750.81a, and 750.145d.
- (vi) A misdemeanor violation of section 701 of the Michigan liquor control code of 1998, 1998 PA 58, MCL 436.1701.
- (vii) Any misdemeanor that is a listed offense. (Listed offense means that term as defined in section 2 of the sex offenders registration act MCL 761.1)

(c) A violation of a substantially similar law of another state, of a political subdivision of this state or another state, or of the United States.

MCL 380.1230d; MCL 380.1535a; MCL 380.1539

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Attachment D - Arraignment Form

Arraignment Disclosure Form

A copy of this form must be provided to the employing school district, intermediate school district, public school academy, or non-public school and the Michigan Department of Education, Office of Educator Excellence within three (3) business days of arraignment.

Name (please print) _____ Date of Birth _____

Address _____City _____

State_____ Zip Code_____

School Name_____

School District _____

Position _____

Date of Arraignment _____

Pursuant to Public Act 131 of 2005, I, hereby disclose that I was arraigned on the aforementioned date for the criminal offense of _____ in _____ the District/Circuit Court (identify which court) _____, located in the State of _____, County of _____

In signing this form, I acknowledge that I understand that should I be convicted of or pled guilty or nolo contendere (no contest) or is the subject of finding of guilt by a judge or jury, it is my responsibility to disclose to the court that I am employed by a school, public or non-public. I also understand that if I am subsequently not convicted of any crime after the completion of judicial proceedings resulting from that charge, I must request, in writing, that the Michigan Department of Education and the employing school/district delete the report from my records.

Signature_____ Date _____

Mail or Fax form to:

Director
Michigan Department of Education
Office of Educator Excellence
P.O. Box 30008
Lansing, MI 48909
517-241-1670 Fax Number

2019 Version received 5/24/2019 from S. Whiteside.

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Attachment E - Grievance Form

Kalamazoo Public Schools and Kalamazoo Education Association
Grievance Report

Grievance No:	Date Filed:
Name of Grievant(s):	Building/Work Site:

Step 1: Building Level	
A. Date Cause of Grievance Occurred:	Date Informal Meeting Held:
B. Statement of Grievance:	
C. Specific Section(s) of Contract Alleged to Have Been Violated:	
D. Relief sought:	
Signature of Grievant:	Date:

E. Disposition of Principal:	
Signature of Principal:	Date:

F. Position of Grievant(s):	Date:
G. Position of Association:	Date:

Step 2: Central Administration	
A. Date Received by Asst. Supt. Human Resources:	Date Meeting Held:
B. Disposition of Asst. Supt. Human Resources:	
Signature of Administrator:	Date:
C. Position of Grievant:	
Signature of Grievant:	Date:
D. Position of Association:	
Association Signature:	Date:

Step 3: Superintendent	
A. Date Received by Superintendent:	Date Meeting Held:
B. Disposition of Superintendent:	
Signature of Superintendent:	Date:
C. Position of Grievant:	
Signature of Grievant:	Date:
D. Position of Association:	
Association Signature:	Date:

Step 4: Arbitration	
A. Date Submitted to Arbitration:	
B. Party Submitting to Arbitration:	
C. Disposition and Award of Arbitrator:	
Signature of Arbitrator:	Date:

NOTE: All provisions of Article XVII of the current Agreement between the Board and K.C.E.A. **WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.**

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Attachment F - KEA Emergency Recall Coverage

KEA Emergency Recall Coverage

KEA Substitute Emergency Recall Coverage

In the event that the district is unable to cover all substitute teaching assignments that may arise in a particular school day, the following steps shall be implemented in this order, before and "emergency" may be declared and provisions of Article 22 Z that provide for coverage in an emergency may be implemented:

1. Employees who are called to District PD during the workday shall remain in their classrooms or return to their buildings when no subs are available to cover their classrooms. This is to maintain an appropriate learning environment for all students.
2. Seek assignment of available part-time teachers in your building for subbing at the per diem rate.
3. Seek paraprofessional volunteers who are qualified to substitute and hold a substitute permit.
4. Recall "Sub Administrator" back to his/her classroom and reassign their substitute teacher to uncovered classroom within building or within district.
5. Elementary only: Divide up the classroom that doesn't have a substitute there will also be a mutually agreed upon plan on how this division will occur. Class size must remain below or at the contractual limits.

The following teachers are not subject to Substitute Emergency recall or called to substitute:

Teachers on student field trips
Teachers on personal days
Teachers using sick days (including funeral/bereavement)
Teachers on jury duty/court appearances

Teachers serving as elementary specialists for which an absence from regular duties disrupts curriculum of multiple classrooms, but as a last resort after the Substitute Emergency Recall Provisions identified above have been exhausted will still be subject to substitute teaching assignments.

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APPENDIX 2: LETTERS OF AGREEMENT

Letter of Agreement #1 - Middle School Letter

LETTER OF AGREEMENT #1 (TA 8/24/24)
between
KALAMAZOO PUBLIC SCHOOLS
and the
KALAMAZOO EDUCATION ASSOCIATION

RE: Middle School Schedule Change to a Six (6) Period Day Trimester

Currently, the middle school program requires revision to enhance the amount and degree of instruction available for students in their middle school years. The parties have agreed to establish an organizational framework as set forth herein, which permits flexibility and employs a variety of strategies to facilitate effective learning for the middle school student.

The parties have recognized that a number of contractual provisions maintained in the body of the Agreement need to be changed so as to effectuate a six (6) period day, trimester schedule**.** The parties have agreed that the following provisions shall be effective for the 2024-2025 school years:

1. The parties recognize that the District will establish a six (6) period day. Each period shall be of equal length not less than fifty-eight **(**58) minutes nor more than sixty-one **(**61**)** minutes. Variance between class periods shall not exceed more than three (3) minutes. The weekly teaching load in the middle school for all full–time teachers will be twenty-five (25**)** periods [five (5) per day] and, subject to Article 6 Sections C, D, and G, five (5) periods [one (1) per day] assigned for daily planning.

   A portion of said planning time, not to exceed two (2) meetings per month, will be utilized for team planning. Teachers shall be given the option of doing the team planning during the regular school day or at another time as determined by the team. No matter when the team decides to fulfill their obligation to participate in team planning, such planning shall be subject to monitoring by the building principal. All teachers shall be assigned to a team with which they share a common plan. All meetings shall be scheduled and publicized by semester using the same timelines as the semester meeting calendar. Such schedule shall be provided to the principal and all members of the team.

   Each team shall have a Team Leader or Co-Team Leaders who shall be jointly selected by the principal and the respective members of each team, no later than May 23, for the ensuing school year. Such Team Leaders shall be compensated in accordance with the extra-duty schedule applicable thereto (B_4). In the event that the principal and the members of a team cannot reach agreement as to who should be selected as Team Leader by May 23rd, the issue as to who will be appointed as the Team Leader shall be referred to a committee of four (4) people within five (5) calendar days. That committee shall be composed of two (2) central-office administrators designated by the Superintendent; the President of the Association; and a building Association Representative, selected by the Association, at the affected building. When making its decision, the committee shall seek input from the principal and all staff members in the affected team. The decision of the committee shall be binding. If such committee cannot reach a decision by June 15, the Superintendent shall be notified, and will have thirty (30) calendar days to make a final determination.

Team Leaders will be compensated an additional three and ~~$1,204.96~~ $1,235.08 for their additional responsibilities.

2. With the exception of classes in music, study hall**,** physical education, and counseling group assignments, it is agreed that the maximum number of students assigned to any middle school teacher in a trimester shall not exceed one hundred sixty (160) students per school day and thirty-five (35) students per class period. The District agrees that teachers with 159 students daily will receive a caseload overage of $200.00 per trimester, and teachers with a caseload of 160 students shall receive an overage of $400.00 per trimester. These overages shall be paid in the exact manner as preparation and class size overages. Article 7 Section F will be modified to reflect these additional overage payments.

   However, grades 6, 7 and 8, Strategic Reading and Strategic Math classes shall be limited to a maximum class size of thirty-two (32) per class period.

   In the unusual event that a classroom teacher has been assigned either thirty-six (36) or thirty-seven (37) students in a class, said teacher will be eligible for an additional payment of five hundred dollars ($500) per class per trimester which they are assigned that contains thirty-six (36) or thirty-seven (37) students. A determination of class counts shall be made no later than fifteen (15) school days after the first day of the first trimester and ten (10) days after the first day of the second and third trimesters.

   The maximum for physical education will be two hundred thirty (230) students per trimester or per any school day.

   The parties agree that every reasonable effort will be made to balance grade level teams. If this cannot be effectuated due to the transfer of students or other plausible reasons, with written agreement from the association, the district, and an affected teacher vacancies of more than five (5) pupils between grade levels teams may be waived (using the waiver form).

3. Duty-free lunch periods for all full-time teachers in the middle school will be provided. Such duty-free lunch periods shall be a minimum of twenty-eight **(**28) minutes in duration. Teachers will not be required to remain in the building during this time provided they notify the building office.

4. The parties have agreed that no teacher in the core courses will be assigned more than three (3) preparations, hereafter referred to as preps, per trimester. Teachers assigned to teach more than one core subject or two (2) grade levels will not be assigned more than four (4) preps per trimester. No teacher will be assigned more than seven (7) preps per year.

   No core teacher shall be assigned more than two (2) grade levels per year. Split teams will be created only when no other options are available.

5. In the event a core teacher has more than three (3) preps, or a non-core teacher has more than four (4) preps, per trimester, the teacher shall be entitled to premium compensation of four hundred dollars ($400) per additional prep per trimester.

   In a trimester in which a class would be counted as a fourth (4th) prep for core teachers, or a fifth (5th) prep or non-core teachers, but the same trimester of the class has already been taught in a previous trimester of the same school year by the member, the payment shall be three hundred dollars ($300).

When counting the number of preps for the year, the same course shall count as one prep regardless of the number of times it is taught that year. For example, Spanish I (a two trimester course in this example) might be taught by the same teacher first and third period during the first and second trimester and fourth period during the second and third trimester which would count as one (1) prep for the year but two (2) preps for the second trimester when both the first and the second parts of the same course would be taught during the same (second) trimester, and necessitate separate lesson plans.

The number of preps per trimester would be counted based on the course and the portion of the course being taught that trimester. For example, if a teacher had 6th grade art (2 times), 7th grade art (2 times), and 8th grade art all in the same trimester that would count as three (3) preps for that trimester. If these were the only courses that the teacher taught all year, the teacher would have three (3) preps for the year. The parties have agreed on the attached examples, which are illustrations only and are not exhaustive. (See attachments.)

6. Schedules for teachers with assignments in more than one (1) building shall be coordinated by the District on a case-by-case basis.

7. The parties have agreed that there will be trimester marking periods ~~with six (6) structured at-risk progress monitor utilizing progress reports for students with less than a (C) average if needed.~~ To facilitate this, one-half (½) day of record keeping will be provided at the end of marking periods 1, 3, and 5. Middle School Trimesters shall align with High School Trimesters. These half days will be used to prepare for parent/teacher conferences which may include structured at-risk progress monitoring and scheduling parent/teacher conferences for at-risk students.

   One (1) day of record keeping will be provided at the end of marking periods 2, 4, and 6 (or trimesters 1, 2, and 3). All bargaining unit employees will receive record keeping time within five (5) days of the end of the marking period. Such time will be provided prior to when the marking period reports are due. Staff members will receive their record keeping time prior to the marking period reports due date. Grades for twelve (12) week courses are not due until 8:00 AM on the first scheduled workday of the week following the end of the trimester. The Teacher Access Center (TAC) shall remain open for the duration of the marking period and until the marking period report deadline.

8. Teachers shall participate in eighteen (18) hours of after school parent conference time per year. Compensation time shall be scheduled per the calendar agreement. Conferences shall be scheduled during the week in which mid-twelve week marking period progress reports are available (i.e. the seventh week): six (6) hours each twelve-week marking period. A half day for students will be provided to accommodate afternoon conferences each twelve-week marking period. The faculty team shall select the conference option times for each twelve-week marking period from those provided in the calendar.

9. Grade(s) will be entered regularly in the student information system.

10. The parties have agreed that the contract provisions referring to the above-cited working conditions applying to a middle school program will remain in the main body of the Contract. The provisions as set forth in this Letter of Agreement shall take precedence over the old middle school provisions during any period that the School District maintains a middle school program with a six (6) period day as defined in this Letter of Agreement unless modified by mutual agreement. All other contract provisions shall remain in full force and effect.

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If, at a future date, the School District would attempt to unilaterally change the middle school program in such a manner which would attempt to change the provisions of the Letter of Agreement regarding class periods, planning periods, class size or the duty–free lunch period, the District would have to get the Association's permission through additional negotiations. Any attempt by the District to effectuate such a unilateral change without agreement of the Association would result in a return to the middle school provisions the following school year.

11. Both parties to this Agreement are committed to involving the teaching staff in meaningful input regarding the continued development and implementation of the middle school. The parties have agreed to the establishment of a Middle School Steering Committee. This Committee will be made up of four (4) teachers, one (1) per middle school, excluding alternatives, elected by the KEA members in that building and four (4) administrators appointed by the District. In addition, one (1) central office administrator, designated by the Superintendent, and (one) 1 member of the Association Executive Board (middle school at-large representative when possible) appointed by the Association shall also serve as ex-officio members of the steering committee. All recommendations from this or any other committee developing the middle school program shall be presented to the Board of Education by the full membership of the Steering Committee. This will assure all parties that the District's teaching staff have had the opportunity for direct input into the Board's decision-making process as the middle school program is developed and implemented.

    The parties recognize that the success of the middle school program is dependent on the quality of work life of the people involved; therefore, program planners will preserve the general working conditions as set forth in this Agreement, and in non-conflicting provisions in the main body of the Collective Bargaining Agreement, in order to assure positive attitudes and high morale. As the program develops during the life of the current Collective Bargaining Agreement, installation and implementation problems may be resolved through the Contract Review process.

12. This Letter of Agreement is for the 2023-24 school years and may be renewed and/or renegotiated no later than May 30, 2024 upon the agreement of both parties. If not renewed or renegotiated, the middle schools' program (grades 6-8) will revert back to a six (6) period day trimester school year without teams but maintaining class size, preps, and other compensation referenced within this document. This Letter of Agreement neither sets a precedent nor constitutes a practice.

For the Kalamazoo Education Association:	For the Kalamazoo Public School District:
/s/Heather Reid August 24, 2024	/s/Steve Leland August 24, 2024

Revised: May 26, 2010; August 16, 2010; April 15, 2011; August 16, 2011; May 1, 2012; May 15, 2013; April 22, 2014; August 1, 2014; July 27, 2016; August 15, 2018; September 14, 2023; August 24, 2024

Letter Includes 2 Attachments: Sample Trimester Schedule Middle School and Examples for Counting Preps Middle School

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Sample Trimester Schedules

SAMPLE ONE -- TRIMESTER SCHEDULE								
Proposed		1st Period	2nd Period	3rd Period	4th Period	5th Period	6th Period	
1	FALL September-December	MATH	ELA	SCIENCE	SOC STUDIES	ELECTIVE	Full Year Elective OR	Trimester Elective
2	WINTER December-March	MATH	ELA	SCIENCE	SOC STUDIES	COMPUTER APPLICATIONS		Trimester Elective
3	SPRING March-June	MATH	ELA	SCIENCE	SOC STUDIES	ELECTIVE		Trimester Elective
NOTES:		4 Core Courses – meets every day for a full year				12-week required courses PE meets for one trimester (12 weeks)		

SAMPLE TWO -- TRIMESTER SCHEDULE							
Proposed		1st Period	2nd Period	3rd Period	4th Period	5th Period	6th Period
1	FALL September-December	MATH	ELA	SCIENCE	SOC STUDIES	P.E.	Strategic Math and Strategic Reading until grades improve
2	WINTER December-March	MATH	ELA	SCIENCE	SOC STUDIES	COMPUTER APPLICATIONS	
3	SPRING March-June	MATH	ELA	SCIENCE	SOC STUDIES	P.E.	
NOTES:		4 Core Courses – meets every day for a full year				12-week required courses PE meets for one trimester (12 weeks)	

ELECTIVES
6TH Period

ELA or Math extended learning courses

(1st priority for those in need)

ONE of the following full-year electives:
- Band
- Orchestra
- Choir

OR

Three (3) of the following trimester courses:

- Life Skills
- Technology (shop)
- Art
- Choir
- Spanish (grades 6 and 7)
- Other Trimester Electives

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EXAMPLES FOR COUNTING PREPS - MIDDLE SCHOOL

Instrumental Music Teacher

Period	First Trimester	Second Trimester	Third Trimester	Count
1	Band 6 (full year)	Band 6	Band 6	**5 preps this year** 1. Full year Band 6 2. Full year Band 7 3. Full year Band 8 4. Full year Orchestra 7/8 5. Full year Strings 6
2	Band 7 (full year)	Band 7	Band 7	
3	Band 8 (full year)	Band 8	Band 8	
4	Orchestra 7/8 (full year)	Orchestra 7/8	Orchestra 7/8	
5	Strings 6 (full year)	Strings 6	Strings 6	
	5 preps	5 preps	5 preps	

Vocal Music Teacher

Period	First Trimester	Second Trimester	Third Trimester	Count
1	Choir 6 (full year)	Choir 6	Choir 6	**6 preps this year** 1. full year Choir 6 2. full-year Choir 7 3. full-year Choir 8 4. 12-week Choir 6 5. 12-week Choir 7 6. 12-week Choir 8
2	Choir 7 (full year)	Choir 7	Choir 7	
3	Choir 8 (full year)	Choir 8	Choir 8	
4	Choir 6 (12-week)	Choir 7 (12-week)	Choir 8 (12-week)	
5	Choir 7 (12-week)	Choir 7 (12-week)	Choir 8 (12-week)	
	3 preps	4 preps	4 preps	

Technology Teacher

Period	First Trimester	Second Trimester	Third Trimester	Count
1	Technology 6	Technology 6	Technology 6	**6 preps this year** 1. 12 week Technology 6 2. 12 week Technology 7 3. 12 week Technology 8 4. Computer Applications 6 5. Computer Applications 7 6. Computer Applications 8
2	Technology 7	Technology 7	Technology 7	
3	Technology 8	Technology 8	Technology 8	
4	Computer Applications 6	Computer Applications 6	Computer Applications 6	
5	Computer Applications 7	Computer Applications 7	Computer Applications 8	
	5 preps	5 preps	5 preps	

Spanish Teacher

Period	First Trimester	Second Trimester	Third Trimester	Count
1	Spanish 8 24 week	Spanish 8 24 week	Spanish 7	**4 preps this year** 1. 12 week Spanish 6 2. 12 week Spanish 7 3. 24 week Spanish 8 4. Full year Strategic Reading
2	Spanish 7	Spanish 7	Spanish 6	
3	Spanish 6	Spanish 6	Spanish 6	
4	Spanish 8 24 week	Spanish 8 24 week	Spanish 7	
5	Strategic Reading (full year)	Strategic Reading (full year)	Strategic Reading (full year)	
	4 preps	4 preps	3 preps	

Math Teacher

Period	First Trimester	Second Trimester	Third Trimester	Count
1	Algebra I	Algebra I	Algebra I	**3 preps this year** 1. Full year Algebra I 2. Full year Math Plus 7 3. Full year Math 8
2	Math 8	Math 8	Math 8	
3	Math Plus 7	Math Plus 7	Math Plus 7	
4	Math 8	Math 8	Math 8	
5	Math Plus 7	Math Plus 7	Math Plus 7	
	3 preps	3 preps	3 preps	

ELA Teacher

Period	First Trimester	Second Trimester	Third Trimester	Count
1	English 8	English 8	English 8	**3 preps this year** 1. Full year English 8 2. Full year Adv. English 3. Full year Adv. English
2	Adv. English 8	Adv. English 8	Adv. English 8	
3	English 8	English 8	English 8	
4	Adv. English 8	Adv. English 8	Adv. English 8	
5	Adv. English 7	Adv. English 7	Adv. English 7	
	3 preps	3 preps	3 preps	

DEEPENING EDUCATION

Letter of Agreement #2 - Staffing for Racial Balance

LETTER OF AGREEMENT #2 RACIAL BALANCE
between
Kalamazoo Public Schools
and the
Kalamazoo Education Association

RE: Staffing For Racial Balance

I. MINORITY RECRUITMENT AND HIRING

The parties agree that the achievement and maintenance of a racially representative and balanced teaching staff depends upon an effective program to recruit, hire and retain persons of color. To that end, the parties have cooperatively developed a recruitment and retention program. Implementation of the plan shall commence upon approval of this Agreement. The District agrees to provide the funding and other resources necessary to fully develop and implement the plan. The plan shall contain at least the following elements:

A. Annual and long-term goals and objectives.

B. Major activities that will be conducted during the current year.

What follows is an outline of major activities which the parties believe to be essential to an effective plan. Not all of the activities will be completed in any one year and several are of a nature that requires continued development to achieve the desired purpose. As the plan emerges and as additional work is completed, some of these activities may be dropped or modified and additional activities could be added.

1) Identify teaching needs: grades, subject, etc., as well as the number and kind of staff required.

2) Identify potential candidates:

   a) College graduates
   b) Certified Michigan teachers who may wish to relocate or who have been laid off
   c) Current employees who are certified
   d) Michigan teachers who are recertifying or out of state people requesting Michigan certification

3) Recruit:

   a) College Recruitment:
      - Choose sites for recruiting activity
      - Develop a recruiting team of teachers and administrators and train them to interview, select and hire applicants
      - Design the on-site process:
        - Identify pre-visit information from college and applicant

- Program and requirements for graduation
- Transcripts
- Test data
- References
- Design applicant interview and train interviewers
- Provide applicant with packet of information:
  - School district program and opportunities
  - City and community cultural, educational, recreational opportunities, housing rental and purchases
  - Michigan information

b) Other candidates
- Design process:
  - Identify information needed in application
  - Interview
  - Information packet
- Information Day – visit Kalamazoo
- Social activities
- Program about school district and community
- Visit other selected sites throughout the state and replicate program to attract applicants to Kalamazoo
- Certified employees not currently teaching

4) Design follow up process – use networking:
   a) Identify preferred candidates and help them make community connections
   b) If there are candidates we want but haven't been able to sign to a contract, find a connection in Kalamazoo to help us get a contract.

5) Support Services and Incentives:
   a) Financial assistance prior to going on payroll or other help in obtaining loans
   b) Support groups for new employees within organization:
      - Orientation
      - Social
      - Professional
   c) Buddy system provided
   d) Community support groups to involve and welcome new members of the professional community

6) Networking:
   a) Establish local contracts to help recruiting efforts at colleges and universities
   b) Community network to help close contracts
   c) Community network to help make new members of the community welcome

7) Advertising and Marketing:
   a) Select most effective publications to aid in recruiting effort as needed
   b) Tools to use to market the district
   c) Electronic media

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8) Developmental Program:
   a) Career ladders for current employees who may wish to become a teacher
   b) Cross over college major who may switch to education

The next step is for the parties to select representatives and develop the annual long-range plan including goals, activities, responsibilities, budget and evaluation components as specified in the above 1-8 of this section.

C. A time/task/responsibility chart that links activities with individuals or office responsible for the activity and a calendar that specifies when the tasks must be completed.

D. A budget to ensure the activities can be carried out and funds are allocated to complete the annual plan.

E. An annual evaluation of results and appropriate follow-up to adjust subsequent efforts.

II. The Kalamazoo Public School District shall staff for racial balance using an agreed upon standard and procedure as described below. Each year in January representatives of the district and the union will meet and review the following information:

A. The number and race of regular classroom teachers at each of the elementary schools in the district.

B. The number and race of all classroom teachers at each of the secondary schools in the district.

C. The number and race of each of the teachers in special areas at each of the elementary schools in the district including: special education, art, music, physical education, library, counselors, funded programs such as Chapter I, Article 3, Bilingual, Migrant, Academically Talented, etc. Art, music and physical education teachers at secondary are included as classroom teachers in II-B above.

D. Data will be prepared by the district and reviewed by the parties on whether the individual schools meet the standard for the current year and possible changes for the next year regarding standards and compliance. If either Test I or Test II is met, the standard is met.

1) TEST I will be the district percentage of regular classroom teachers of color by level

(elementary and secondary) plus or minus five (5) percent rounded off to nearest whole number. Example: If the number of regular classroom teachers at elementary is 260 and the number of teachers of color is 39, the percentage of regular classroom teachers of color is 39 – 260 or 15 percent. The range would be fifteen (15) plus or minus five (5) which is ten (10) percent to twenty (20) percent. To determine if a building is within the range, count the number of regular classroom teachers and of those, the number who are persons of color. Let's suppose 30 teachers, 5 of who are persons of color; the range is ten (10) percent to twenty (20) percent. Ten (10) percent of 30 is 3, twenty (20) percent of 30 is 6; therefore, the range is 3 – 6 regular classroom teachers of color to meet Test I. The example had 5 teachers, therefore this meets Test I, and the school is in compliance.

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2) TEST II will be at least one regular classroom of color at each school or district average of regular classroom teachers of color (percentage) times number of teachers in a building rounded off to the nearest whole number, plus or minus two teachers. Example: Using the same information from the previous example: The average is fifteen (15) percent; to determine the range, multiply the percentage (165) by the number of teachers in the building (30) and add and subtract two (2).

$$.15(30) = 4.5 \quad 4.5 - 2 = 2.5 \quad 4.5 + 2 = 6.5$$

Since we are dealing with whole numbers, in elementary the range would be 3 – 7. Looking back at our example, there were 5 regular classroom teachers of color. Therefore, this school meets Test II as well as Test I. NOTE: It is important to state that the minimum is at least one regular classroom teacher of color and then either Test I or Test II must be met. All calculations are also finally rounded off to the nearest whole number at elementary since we are not dealing with teachers other than regular classroom teachers. At secondary, all calculations will be in full-time equivalents (FTE's) and the numbers will be rounded off to the nearest tenth.

After reviewing the data, it may become necessary to plan to assign teachers to schools for the next year in order to comply with the standards. The following steps will be used to complete this process within the regular staffing and assignment process. The district and K.E.A. will cooperatively inform all building level staff as to the staffing need to achieve affirmative action goals for that particular year. The district and K.E.A. will jointly seek voluntary solutions and will jointly encourage staff to volunteer for specific openings to comply with the standard.

a) The district shall first use voluntary transfers to fill open positions.

b) If transfers do not result in meeting the standard, new hires will be assigned when appropriate to existing open positions to meet the standard.

c) If voluntary transfers and the assignment of new hires to existing open position do not meet the standard, the assignment of special area teachers in art, music, physical education and library will be considered as a temporary adjustment. Teachers in these areas at elementary schools in the district will be counted on a full-time equivalent (FTE) basis and "added in" to the regular classroom staff to meet the standard. This procedure would be used only as a last resort to avoid involuntary transfers and in no case would be applied two year in a row.

d) If the standard is not met in a building and more than one teacher applies for a vacancy, the position will be awarded to the teacher of color even if he/she is less senior. The more senior teacher, however, will be given involuntary transfer rights to the next available position at that site in the same grade level and/or same content area.

e) This process will be repeated from year to year as the applied standard is enforced.

It is understood by the parties that the standard will change as teachers are hired or terminated. If the district is successful in recruiting, hiring, and retaining persons of color, the minimum standard will increase.

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III. MONITORING RACIAL BALANCE

The parties agree that in order to make timely and appropriate staffing decisions, the racial balance process must be regularly and consistently monitored. The parties further agree that they will continue to work together to implement and monitor this plan and jointly resolve problems if they occur. The following timeline will be used:

A. Collect data by mid-October
B. Analyze data during the months of November and December
C. Decide the District's needs during January

D. Verify data in February
E. Recruit in March
F. Commence hiring as soon as appropriate
G. Review staff assignments following each posting

IV. TRANSFERS

With regard to staff who may have been denied a transfer, the parties agree that within the rules and standards that were specified in II above, certain teachers may be restored to their former positions. Every effort will be made to effectuate these remedies for the immediate school year.

V. The above is applicable to the extent permitted by law.

KALAMAZOO EDUCATION ASSOCIATION	KALAMAZOO PUBLIC SCHOOLS
/s/Millie Lambert May 10, 2006	/s/Mary Weber May 10, 2006

Revised: November 11, 1988, May 10, 2006, August 5, 2009, January 13, 2013

DEFENDING EDUCATION

Letter of Agreement #3 - Student Service Committee

LETTER OF AGREEMENT #3 Student Services
between
Kalamazoo Public Schools
and the
Kalamazoo Education Association

RE: Student Services Committee

Upon signing of this Agreement, the District shall promptly meet with the Association and fully advise it regarding the history and status of all current or prospective planning activities relating to the implementation of the Least Restrictive Environment (LRE) concept in the District (including team teaching/co-teaching) and the Response to Intervention (RTI) model. Whether such planning has commenced or not, from the signing this Agreement forward, whenever such planning activities occur, the District shall assure that the Association shall be consulted in any planning process involving the District.

In cases where plans are completed without initial Association participation and are already in the process of implementation, the Association shall be provided the opportunity to review and recommend modifications.

To facilitate such consultation, it is agreed that the Association will establish a standing committee on Student Services. At least once every nine weeks, the director of Special Education, and/or his/her coordinators, shall meet with the Standing Committee with regard to the current program and new programs relative to such programs as listed above that are under consideration by either the District or the I.S.D. Input will be sought in regard to all current and future programming.

All piloting and inclusive education shall continue to involve consultation with the Association and consultation with and training of the affected staff.

Such participation as outlined in this Letter of Agreement shall neither expressly nor by implication be deemed to be a waiver of the Association's right to bargain any working condition in accordance with its responsibilities pursuant to the Public Employment Relations Act, as amended.

The parties agree that the issues described in this Letter of Agreement are subject to federal and state mandates.

Date: 8/17/94; Revised 8/16/10, 8/16/11, renumbered to #3 from #4 9/3/2015.

DEFENDING EDUCATION

Letter of Agreement #4 - Trimester Scheduling at The High Schools

LETTER OF AGREEMENT
between the
KALAMAZOO EDUCATION ASSOCIATION
and
KALAMAZOO PUBLIC SCHOOLS
RE: Trimester Scheduling at Phoenix, Kalamazoo Central and Loy Norrix High Schools

The Kalamazoo Education Association, hereinafter known as the "Association", and the Kalamazoo Public Schools, herein known as the "District", hereby agree to the following with respect to the implementation of Trimester Scheduling at Phoenix, Kalamazoo Central and Loy Norrix High Schools beginning with the 2019-2020 school year.

I. COMMON PROVISIONS

A. The regular school day shall consist of five (5) instructional periods for students, each of which will be no less than seventy (70) minutes.

B. Passing time between classes shall be five (5) minutes.

C. The District shall provide a thirty (30) minute duty free lunch period for all Association members. This thirty (30) minute duty-free lunch includes one (1) five (5) minute passing time either to or from lunch.

D. Subject to Article 6, Section G, the District shall provide each full-time teacher with one planning period per school day of no less than seventy (70) minutes.

E. Team planning (required for Loy Norrix and Kalamazoo Central only) and regular planning periods for part-time staff members shall be pro-rated in accordance with his/her assignment.

F. Beginning the 2023-24 school year, the District's obligation toward scheduling co-teachers with a common plan time shall be limited to a special education teacher sharing a common plan time with one (1) general education teacher, and no special education teacher shall team with more than two (2) teachers per trimester and no more than two (2) subjects per trimester. Beginning with the 2024-25 school year, if a co-teacher is paired with more than one (1) co-teacher that results in a different plan time, then the District shall pay up to one (1) hour per week at the curriculum rate that is documented by the co-teachers completed timesheet(s). Payment is conditioned on timesheets and lesson plans being submitted to the principal during the pay period worked.

G. The District shall make every effort to keep the number of preparations, hereafter referred to as prep(s), for each teacher to a minimum. It is expected that the normal load of preps be three (3) per trimester. A teacher will not be assigned more than seven (7) preps per year.

H. In the event a teacher has more than three (3) preps per trimester, the teacher shall be entitled to premium compensation of four hundred dollars ($400) per additional prep per trimester.

   In a trimester in which a class would be counted as a fourth (4th) prep, but the same trimester of the class has already been taught in a previous trimester of the same school year by the member, the payment shall be two hundred and fifty dollars ($250).

When counting the number of preps for the year, the same course shall count as one (1) prep regardless of the number of times it is taught that year. For example, English 9 A and English 9 B (a two trimester course in this example) might be taught by the same teacher first and third period during first and second trimester and second and third trimester which would count as two preps for the year and two preps for the second trimester when both first and second parts of the same course would be taught during the same (second) trimester, and necessitate separate lesson plans.

A and B sections of a course shall count as two (2) preps. However, Advance Placement courses (AP A, AP B, and AP C), Strategic Reading Courses (SRS A, SRS B, and SRS C), special education classes (Math 1A, 1B, and 1C; English 1A, 1B, 1C) which are A, B, and C, sections with the same students and same period for the year shall count as one (1) prep for the year but each portion of the course (A, B, and C) shall count as a separate prep for each trimester.

In the unlikely event that a teacher is assigned more than seven (7) preparations in a year, the following provisions will be used: the affected teacher and an Association Representative designated by the Association President must be consulted, and both must agree to the additional prep. If a request is granted for a number of preps over seven (7), up to a maximum of ten (10), then the teacher will receive additional compensation in the amount as follows:

Number of preps per year	Additional Compensation
8	$600
9	$1,200
10	$1,800

Such compensation for preps per year is in addition to any compensation for preps per trimester, as provided in Section G.

I. The number of preps per trimester would be counted based on the course and the portion of the course being taught that trimester. For example, if a teacher had Chemistry A and Chemistry B (a one trimester course in this example) two (2) periods, Forensic Science (a one trimester course in this example) for one period, and Environment Science (a one trimester course in this example) for one period all in the same trimester, that would count as four preps for that trimester. The parties have agreed on the attached examples, which are illustrations only and are not exhaustive.

J. The District shall make every effort to ensure that students successfully complete the "A" portion of a course prior to taking the "B" portion of the same course. In addition, the District shall make every effort to consecutively sequence the "A" and "B" portions of a course.

K. Schedules, professional development, and meeting requirements for teachers with assignments in more than one building shall be coordinated cooperatively on a case-by-case basis by the building administrators with input from the teacher and copied to all parties and Human Resources.

L. The District shall ensure whenever necessary that scheduling is appropriately coordinated with EFE, EFA and KAMSC classes that exist outside of the Phoenix, Kalamazoo Central and Loy Norrix High School environments.

M. Mid-trimester progress reports shall be required for all students. The period being evaluated in the mid-trimester marking reports shall be the first six (6) weeks of the twelve (12) week period/trimester.

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N. Teachers shall participate in eighteen (18) hours of after-school parent conference time per year. Comp time shall be scheduled per the calendar agreement.

Conferences shall be scheduled during the week in which mid-trimester progress reports are available (i.e., the seventh week): six (6) hours each trimester. A half day for students will be provided to accommodate afternoon conferences each trimester. The faculty team shall select the conference option times for each trimester from those provided in the calendar.

O. Per the permanent agreement on calendar, exams shall be conducted in accordance with provisions of the Calendar Rules in Appendix 4 of this agreement (See item 13).

P. Grades are due by close of business on the records day following exams.

Q. Beginning with the 2012-2013 school year, two (2) additional minutes of instruction will be added to the student day to provide for the adjustment in the trimester conference schedule and trimester exam schedule. This shall be done by moving the tardy bell two (2) minutes earlier so that one (1) minute shall be added to first period and that one (1) minute added to the fourth period.

The District agrees to facilitate the attendance of students enrolled in EFE and EFA county programs. The District also agrees to hire substitutes for said programs at KCHS/LNHS for records days per the calendar agreement.

II. GRADE 9 KALAMAZOO CENTRAL AND LOY NORRIX

A. Ninth grade students will continue to be organized into small learning communities called "Freshman Academies" at Loy Norrix and Kalamazoo Central High Schools.

B. If the number of students assigned to any Freshman Academy English, mathematics, science, or social studies team teacher is thirty-two (32) or more students in a class, that teacher shall be entitled to premium compensation in accordance with Schedule B of the Agreement. A determination of class counts shall be made no later than fifteen (15) student days after the first day of the first trimester and ten (10) days after the first day of the second and third trimesters. After the initial determination of class counts, if the number is exceeded, the teacher will be eligible for the additional payment.

C. Freshman Academy teachers assigned to teach Non-Freshman Academy classes shall be entitled to premium compensation per class per trimester in accordance with Schedule B of this agreement if thirty-six (36) or thirty-seven (37) students are assigned to the class.

D. Teachers assigned to teach English, mathematics, science, and social studies in the same Freshman Academy shall receive their planning time during the same seventy (70) minute block per day.

E. The District shall provide each full-time teacher with a seventy (70) minute planning period per school day. A portion of said planning time, not to exceed seventy (70) minutes per meeting for two (2) meetings per month, will be utilized for team planning where teams exist.

F. Each Freshman Academy shall have an Academy Team Leader, selected according to the provisions stated in Section IV of this Letter, who will be a member of the team, and teach a full schedule of classes, where appropriate, in the Freshman Academy. The Academy Team Leader will be responsible for coordination of goals determined by the team.

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III. GRADES 10-12 KALAMAZOO CENTRAL AND LOY NORRIX

A. If the number of students assigned to any classroom teacher is thirty-six (36) or thirty-seven (37) students in a class, that teacher shall be entitled to premium compensation per trimester per class in accordance with Schedule B of the Agreement. A determination of class counts shall be made no later than fifteen (15) school days after the first day of the first trimester and ten (10) days after the first day of the second and third trimesters.

B. If a Non-Freshman Academy teacher is assigned to teach a Freshman Academy English, mathematics, science, or social studies class, that teacher shall be entitled to premium compensation per class per trimester in accordance with Schedule B of this agreement if thirty-two (32) or more students are assigned in a class.

C. The District shall provide each full-time teacher with a seventy (70) minute planning period per school day.

IV. FRESHMAN ACADEMY LEADERS

A. Selection: The Academy shall have an Academy Leader who shall be jointly selected by the principal and the respective members of each Academy, no later than the second week of the school year. These Academy Leaders shall be compensated in accordance with the extra-duty schedule applicable thereto. In the event that the principal and the members of an Academy cannot reach agreement as to who should be selected as Academy Leader by the second week of the school year, the issue as to who will be appointed as the Academy Leader shall be referred to a committee of four (4) people within five (5) calendar days. That committee shall be composed of two central-office administrators designated by the Superintendent; the President of the Association; and a building Association Representative selected by the Association at the affected building. When making its decision, the committee shall seek input from the principal and all staff members in the affected Academy. The decision of the committee shall be binding. If such committee cannot reach a decision by the end of the fourth week of school year, the Superintendent shall be notified, and will have thirty (30) calendar days to make a final determination.

   a. Compensation: Academy Leaders will be compensated an additional $~~1,204.96~~ $1,235.08 for their additional responsibilities.

V. ADDITIONAL CONDITIONS RELATED TO THE TRIMESTER SCHEDULE

A. This Letter of Agreement is for the 2023-24 school years and may be renewed and/or renegotiated no later than April 1, 2024, upon the agreement of both parties. If not renewed or renegotiated, the high schools' program (grades 9-12) will revert back to a six (6) period day as stated within the 1994-1996 Agreement.

B. This Letter of Agreement neither sets a precedent nor constitutes a practice.

For Kalamazoo Education Association:
/s/Heather Reid
August 19, 2024

For Kalamazoo Public School District
/s/Steve Leland
August 19, 2024

Revised: April, 2011; May, 2011; August 16, 2011; May 9, 2012; May 15, 2013; April 22, 2014; August 1, 2014; Renumbered from #5 to #4 on 9/3/2015; July 27, 2016; August 11, 2017; September 14, 2023; August 19, 2024

DEFENDING EDUCATION

Letter of Agreement #5 - Family Medical Leave Act

LETTER OF AGREEMENT #5 FMLA
between
THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO
and the
KALAMAZOO EDUCATION ASSOCIATION

RE: Family and Medical Leave

Kalamazoo Public School will provide teachers job protected leave for certain family and medical reasons. Full-time teachers who have worked for Kalamazoo Public Schools for at least twelve (12) months and for 1,250 hours over the previous twelve (12) months of employment are eligible. In all respects, leaves of absence under this policy shall be administered and provided for in a manner consistent with the Family and Medical Leave Act of 1993 and its published regulations.

1. Purpose of Leave

Up to twelve (12) weeks of leave may be granted for any of the following reasons:

a. To care for the employee's child after birth or placement for adoption to foster care; or
b. To care for the employee's spouse, son, daughter or parent who has a serious health condition; (This is in addition to Article 19, Section B)
c. Up to eighteen (18) weeks of leave may be granted for a serious health condition that makes the employee unable to perform the employee's job;
d. Up to twenty-six (26) weeks of leave for Military Caregiver Leave under subsection 6 below;
e. Up to twelve (12) weeks of leave for family members of service members of the National Guard or Reserves under subsection 7 below.

Leaves in excess of the time periods indicated above may be granted for up to one (1) year within the sole discretion of the Superintendent and subject to conditions as established by the Superintendent.

2. Notice, Duration and Certification

When the need for leave is foreseeable, employees are expected to provide thirty (30) days advance notice. When not foreseeable, employees are required to provide notice of the need for leave as soon as practicable. When leave is needed for planned medical treatment, teachers must attempt to schedule treatment so that appropriate notice may result in the denial of leave.

Leave for a newborn or newly placed child may be taken only within twelve (12) months from the date of birth or placement and may only be taken continuously.

In order to avoid disruption to students, the duration and timing of a leave shall be subject to the limitations of the Family and Medical Leave Act (FMLA) pertaining to leaves near the end of an academic term.

When medically necessary, leave to care for a family member or for the employee's own serious health condition may be taken on an intermittent or a reduced work schedule basis. If a teacher requests intermittent leave for foreseeable treatment, either for a family member or for the teacher and the teacher would be on leave

for more than 20% of the total number of working days during the period of planned treatment, Kalamazoo Public Schools may require the teacher to either take leave for a period or periods of a particular duration or temporarily transfer the teacher to an equivalent position which is better suited to periods of intermittent or reduced schedule leave. All time taken, whether by choice or requirement, will count toward the teacher's annual entitlement for family and medical leave.

Kalamazoo Public Schools will require medical certification to support a request for a leave because of a serious health condition and may require second or third opinions (at Kalamazoo Public Schools' expense) and a fitness for duty report to return to work. The medical certification must include the first anticipated date of absence from service to Kalamazoo Public Schools and the expected date of return. For leaves in excess of twelve (12) weeks, the medical certification must be from an MD/DO. The medical certification to support a leave for family medical reasons must include a statement indicating that the teacher's presence is necessary or would be beneficial for the care of the family member and the period of time care is needed or the teacher's presence would be beneficial.

When leave is required for a serious health condition, the teacher will normally be given fifteen (15) calendar days to obtain the necessary medical certifications to support the leave. The teacher will be required, unless Kalamazoo Public Schools waives the requirement, to recertify the need for the leave at least every thirty (30) days and must report in on a periodic basis no less than every two (2) weeks with respect to their progress, the progress of their parent, spouse or child, and their anticipated date for return to work.

3. Wages and Benefits

Leave will be unpaid except as covered by any Kalamazoo Public Schools teacher agreement. At Kalamazoo Public Schools' or the teacher's option, accrued, but unused, paid vacation leave or personal days may be substituted for unpaid leave. (Sick leave may be used for the teacher's own serious health condition or for the illness of his or her child.)

For leaves of up to twelve (12) weeks under this policy, Kalamazoo Public Schools will maintain the employee's health coverage. Any teacher contributions to the health plan must be maintained during the leave to maintain coverage. Teachers who fail to return from a leave will be obligated to reimburse Kalamazoo Public Schools for the cost of Kalamazoo Public Schools paid health coverage, except when the teacher's failure to return is due to the continuation, recurrence or onset of a serious health condition which would entitle the employee to medical or family leave or other circumstances beyond the teacher's control.

4. Return to Work

Upon return from a leave of twelve (12) weeks or less, the teacher will be restored to his/her original or equivalent position with equivalent pay, benefits and other employment terms. The teacher will not lose any employment benefit that accrued prior to the start of the leave. [Every effort will be made to return a teacher on leaves in excess of twelve (12) weeks to the same or a comparable position.]

5. Eligibility Year

For the purposes of determining eligibility for a leave, Kalamazoo Public Schools hereby adopts a rolling twelve (12) month period whereby each time a teacher takes family and medical leave, the remaining leave entitlement will be any balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (12) months.

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6. Military Caregiver Leave

The employer shall grant an employee who is a family member of a covered service member an unpaid leave of up to twenty-six (26) weeks (inclusive of the twelve (12) weeks granted under 1. above) in a single twelve (12) month period to care for the covered service member who has a serious illness or injury incurred in the line of duty on active duty.

a. "Family member" is defined as the spouse, parent, son, daughter, or "next of kin" (as defined by the FMLA regulations).
b. Covered service members include: members of the Armed Forces, including the National Guard or Reserves.
c. Determination of "in the line of duty on active duty" shall be as determined by the Department of Defense or its authorized healthcare representative.
d. "Serious illness or injury" shall be defined as a condition that may render the service member medically unfit to perform the duties of his/her office, grade, rank or rating in the military.

7. Family of National Guard/Reserves

Family members of service members in the National Guard or Reserves shall be allowed upon request, the use of up to twelve (12) weeks of their FMLA leave to manage the affairs of the service member while he/she is on active duty, whether current, or prospective (call-up). Such "qualifying exigency leave" may be taken for:

a. Short notice deployment
b. Military events
c. Child-care and school activities
d. Financial and/or legal arrangements
e. Counseling
f. Rest and recuperation
g. Post-deployment activities
h. Additional activities agreed upon as qualifying between the employer and employee

KALAMAZOO PUBLIC SCHOOLS

/s/Art Sweet
For the Kalamazoo Public Schools
11/21/94

KALAMAZOO EDUCATION ASSOCIATION

/s/Ron Bacon
For the Kalamazoo Education Association
11/21/94

Revised: August, 17, 2009
Renumbered from

DEFENDING EDUCATION

US Department of Labor FMLA Notice

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.

For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division

WHD Publication 1420 · Revised February 2013

DEFENDING EDUCATION

Letter of Agreement #6 - Lump Sum Payment in Lieu of Elementary Plan Time

LETTER OF AGREEMENT #6
between
KALAMAZOO PUBLIC SCHOOLS
and the
KALAMAZOO EDUCATION ASSOCIATION

RE: Lump-Sum Payment In Lieu of Elementary Planning Time

NOW COMES the Kalamazoo Public Schools and the Kalamazoo Education Association and said parties do hereby agree:

1. The District understands that the Association's bargaining team has proposed additional elementary planning time. However, the District is not comfortable making such a contractual commitment at this time. The District is concerned about the continuing financial crisis in the State of Michigan.

2. The District and the Association agree to the following:

   A. Every full-time teacher who is assigned to the elementary shall receive a payment of six hundred and fifty dollars ($650) per school year. Half of such payment shall be paid within thirty (30) days following the fall state count day and half of such payment shall be paid within thirty (30) days following the winter state count day.

   B. Every teacher who has an elementary assignment shall be qualified for a pro-rata payment. Such elementary planning time compensation shall be prorated according to the percentage of time the teacher is assigned to elementary and paid as noted in A above.

   C. Any teacher hired for an elementary assignment or who has an increase in elementary time after the state count day is eligible for a prorated payment and will be paid within eight (8) weeks of hire or increased assignment.

   D. Such compensation shall be made to each teacher and prorated to the amount of elementary time assigned.

For Kalamazoo Education Association:
/s/ Millie Lambert
August 1, 2014

For Kalamazoo Public Schools
/s/ Sheila Dorsey
August 1, 2014

Date: 11/25/08; Revised: 8/16/09, 8/16/10, 8/16/11; August 1, 2014
Renumbered from #8 to # 6 on 9/3/2015, 8/2017

DEFENDING EDUCATION

Letter of Agreement #7 - Non-KEA Bargaining Unit Member EFE Teachers

LETTER OF AGREEMENT #7 (TA 8/19/24)
Between the
KALAMAZOO EDUCATION ASSOCIATION
And
KALAMAZOO PUBLIC SCHOOLS

RE: Non-Kalamazoo Education Association bargaining unit employees teaching Career Technical Education (CTE) and Education for the Arts (EFA) classes in a Kalamazoo Public Schools building

Employees who are covered by collective bargaining agreements between various Kalamazoo County School Districts and Kalamazoo County Education Association or the South Michigan Education Association that perform instructional services in various Career Technical Education (CTE) and Education for the Arts (EFA) classes hosted in the buildings of the Kalamazoo Public Schools shall be allowed to continue to perform Kalamazoo Education Association bargaining unit work if they were assigned to those programs. As long as these programs continue the District shall contribute the sum of $1,000.00 per teacher per year to the Kalamazoo Education Association Scholarship Fund.

Any subsequent CTE/EFA program classes that are vacant in Kalamazoo Public Schools Buildings shall be awarded to a KEA bargaining unit employee if qualified and available. If no person is qualified and an employee from a partner district is placed in the position, then the district shall be allowed to permit them to perform KEA bargaining unit work if the District contributes the sum of $1,000.00 per teacher per year to the Kalamazoo Education Association Scholarship Fund.

For the Kalamazoo Education Association:

/s/Heather Reid
President
August 19, 2024

For Kalamazoo Public Schools:

/s/Steven Leland
Director of Human Resources
August 19, 2024

Revised: January 2010; February 2012; January 13, 2013; August 21, 2015
Renumbered from #13 to #7 on 9/3/2015, July 27, 2016; August 19, 2024

DEFENDING EDUCATION

Letter of Agreement #8 - Montessori Training

LETTER OF AGREEMENT #8
Between the
KALAMAZOO EDUCATION ASSOCIATION
and the
KALAMAZOO PUBLIC SCHOOLS

RE: Montessori Training

The Kalamazoo Education Association ("KEA" or "Association") and the Kalamazoo Public Schools ("KPS" or "District") agree to the following terms and conditions relating to paid training for American Montessori Society (AMS) credentials and the expected commitment to Northglade Montessori School.

The following shall apply only to those selected by the District to participate this training:

The District agrees to pay for the tuition, books, fees and any other required expenses for KPS teacher(s) to attend Montessori training. If the training is out of the District or on a non-regularly scheduled workday, mileage will be reimbursed at the IRS rate, and a per diem amount will be provided according to district guidelines and reimbursed according to District procedures for lodging, meals, and miscellaneous (i.e. tips). The District will pay the contractual in-service rate of pay for any hours spent in training that are outside of a regularly scheduled workday. Timesheets and expenses should be submitted at least every thirty (30) days to Human Resources. Any other expenses must have written prior approval.

If the employee (s) is required to miss work as a result of the required training, the teacher(s) will be excused from work and will not be charged a sick day or personal business day. The teacher(s) is required to submit the appropriate form (S-55) and enter such absence into AESOP no fewer than five (5) days prior to the absence. The District will provide the substitute, if needed, at no expense to the building.

As a result of the District's financial commitment to the bargaining unit employee, the District requires at least a five (5) year commitment probationary KEA bargaining unit members to work at the Montessori school and three (3) year commitment for tenured teachers. Requests for exceptions to this provision may be approved by mutual agreement between the District and the Association.

If the training is not successfully completed by the employee and/or the required AMS credentialing is not obtained, the teacher will be required to reimburse the District for all expenses incurred. These expenses include tuition, books, fees, mileage, hotel, tips and other miscellaneous expense. Excluded are salary, benefits, retirement and other contractual payments.

Reimbursement of these expenses may be made one of two ways. One, the amount owed may be divided equally and payroll deducted from the following 12 months of pay checks. Two, the teacher(s) may elect to pay the District directly with a personal check for the entire amount.

If the employee chooses to the leave the District without fulfilling the training, credentialing and/or the years' commitment, the District will seek reimbursement from the employee(s) for the expenses for tuition, books, fees and any other required expenses for KEA bargaining unit employee(s) to attend Montessori training over the last remaining pays of the school year. Bargaining unit employees shall receive prorated

credit for "years worked" in a Montessori teaching position therefore reducing the District-required reimbursement by bargaining unit employees upon voluntary separation of employment. Employees who transfer within the District shall not be required to reimburse the District as approval of such a transfer by Human Resources shall waive the debt.

The District agrees, initially, to a Special Posting to all KEA bargaining unit employees regarding the opportunity(s) for Montessori training.

In addition to coursework, the selected teacher(s) will leave his/her current assignment, and successfully complete a full-year internship at Northglade Montessori under the supervision of an AMS credentialed teacher on staff.

In order to attract and retain internal candidates, the District will acknowledge the completion of the AMS credential as the equivalent of a Masters' Degree. Such acknowledgement will include an advancement on the salary schedule to the next lane (BA→MA MA +30→Ph.D). The placement on the appropriate salary schedule will begin the first workday after the credential is granted and go forward indefinitely. If a KEA bargaining unit employees has or earns a Masters' Degree after receiving the AMS credential and Masters' Degree pay, the teacher will move to the Masters' +30 Schedule for pay. This lane advancement shall also apply to an employee with AMS credential at the time of hire. Placement in that lane continues provided the employee remains in the Montessori assignment.

Upon the successful completion of the program and the required AMS credentialing, the employee(s) will be required to take a position at Northglade Montessori during the next available placement opportunity. If no position is available, the employee(s) will be placed on a list of qualified and certified Montessori teachers and will be placed as needed.

If the teacher is not placed in a Montessori position, no reimbursement to the District will be expected and salary advancement tied to completion of the Montessori training will not occur. When placed into the program, there will be an individual contract prepared with specific requirements and stipulations to represent agreement of the tenants of the agreement and salary advancement will occur.

This agreement does not establish a precedent, custom or binding practice in any other matter.

September 10, 2014 /s/ Amanda Miller
For the Kalamazoo Education Association

September 10, 2014 /s/ Sheila Dorsey
For the Kalamazoo Public Schools

Revised: June 22, 2012; January 31, 2013; September 10, 2014, Renumbered from #15 to #9 on August 21, 2015, July 27, 2016

DEFENDING EDUCATION

Letter of Agreement #9 - Substitute Issues Committee

LETTER OF AGREEMENT #9
between the
KALAMAZOO EDUCATION ASSOCIATION
and
KALAMAZOO PUBLIC SCHOOLS

RE: Substitute Issues Committee

The Kalamazoo Education Association, hereinafter known as the "Association", and the Kalamazoo Public Schools, hereinafter known as the "District", hereby agree to the following with respect to the implementation of a Joint Substitute Issues Committee to function during the 2016-2017 school year.

The District and the Association agree to implement a Joint Substitute Issues Committee for the 2016-2107 school year to share ideas and to discuss possible solutions related to the need to identify additional qualified substitutes necessary to meet the needs of the District.

The committee shall be comprised of up to five (5) senior administrators appointed by the District, the KEA President and up to four (4) additional KEA bargaining unit employees.

The committee, or representatives of both parties from the Committee, shall first meet at a mutually agreed date and time with each other to determine the issues. A subsequent meeting will be held with the substitute provider no later than October 15, 2016. The committee, or representatives of both parties from the Committee, shall meet between January 1, 2017 and February 15, 2017 to discuss the substitute issues and assess progress towards resolution of those issues. The final meeting will be held in May with the committee to debrief on the plan of action being followed. Suggestions for improvement or feedback on the process can be provided during regularly scheduled updates during the Contract Review meetings.

Meetings of the Joint Committee will be scheduled by September 15, 2016. The meetings will take place outside of the regularly scheduled workday.

Meeting minutes will be recorded and distributed at the Contract Review meetings and shared with other parties that may benefit from the information.

This agreement is for the 2016-2017 school year and does not establish a precedent, custom or binding practice in any other matter.

August 11, 2014 /s/ Millie Lambert
For the Kalamazoo Education Association

August 11, 2014 /s/ Sheila Dorsey
For Kalamazoo Public Schools

Revised: July 27, 2016

DEFENDING EDUCATION

Letter of Agreement #10 - School Improvement Grant V requirements for Northeastern Elementary School

LETTER OF AGREEMENT #10
between
KALAMAZOO EDUCATION ASSOCIATION
And
KALAMAZOO PUBLIC SCHOOLS

RE: School Improvement Grant V requirements for Northeastern Elementary School

The Kalamazoo Education Association, known as the "Association", and the Kalamazoo Public Schools, known as the "District", hereby agree for the 2019-2020, 2019-2020, and 2020-2021 school years for Northeastern Elementary School with respect to the implementation of school improvement plans under the directives of the SIG V requirements and the Partnership Agreement. This agreement rescinds the LOA established in August of 2017 listed as LOA #10.

Purpose Statement:

The purpose of this Letter of Agreement is to fulfill requirements of Article 32 Section A of the Master Agreement and to meet the requirements of SIG V. I.

I. COMMON PROVISIONS

A. Required Meetings and Professional Development beyond those scheduled in district calendar.

1. All teachers and, where practicable, itinerant staff are required to participate in an average of eight hours of professional development per month during the school calendar or the required number of hours determined for each year of the grant. For bargaining unit members not assigned full-time at the designated school, these professional development requirements will be prorated according to percentage of time assigned to the designated school. Schedule of dates for all PD shall be provided to staff no later than 30 workdays prior to said PD.

b. For this professional development, when conducted outside the regular workday and outside the district calendar, KEA bargaining unit members will be compensated at the $25 per hour. Timesheets and attendance will be kept, and members must sign in and out in order to be compensated. KPS agreed KEA to KPS Bargaining Tentative Agreement 8/19/2018 48 8/19/2018 3:28:57 PM verbally on 7/24/18 to accept language specifying a rate of $25.00 per hour.

c. Meetings held after school that focus on the analysis and use of data to inform monitor student progress and determine interventions that are not a part of the agreed upon calendar will be compensated at the rate of curriculum rate, plus benefits.

    a. ILC and KRESA coaching debriefs shall occur during the workday. Substitutes will be required for coaching sessions unless a teacher advised principal at the beginning of the year. They may meet during their plan time for coaching (paid at curriculum rate) and/or meet before or after the teacher workday (paid at the curriculum rate). A teacher shall not be required to be videotaped for coaching or the grant without permission.

b. Per Article 6 Section B the District shall strive to maintain adherence to a calendar that has no more than 2.5 hours per week.

d. Participation in professional development approved by the principal and/or Leadership Team will result in the award of DPPD hours documented and verified in KALPA. The Leadership Team will meet monthly as part of the school improvement team. The members of Leadership Team will receive $25.00 per hour for team work.

e. Meetings required by the SIG grant that involve teacher release time during the workday shall schedule substitute teachers early i.e. ILC, PLC, KRESA Debrief, Leadership. This will help establish a positive culture and climate and support academic achievement in the school.

f. Article 6, Section C shall apply. Therefore, staff shall not be requested to attend meetings during their duty-free lunch periods.

B. Operational flexibility for professional development. The district calendar for professional development and contractual provisions for summer training shall be followed to the greatest extent possible in order to meet the requirements of the School Improvement Grant V. If needed, training over the summer will not exceed five days or equivalent and paid at rate in A.2. (Above). The days will be scheduled as described in Article 32 Section E. The content of such professional development and summer training will be in support of the building school improvement plan/unpacking tool.

1. Such Professional Development shall be scheduled, and members notified no later than thirty days prior to the activity or the last workday in May (whichever comes first) for the upcoming summer trainings. This includes all staff training, as well as, Leadership trainings. Leadership trainings shall occur the week prior to the staff trainings or immediately following the staff trainings.

II. GENERAL PROVISIONS

1. The parties recognize that the implementation of the school improvement plans over the next three (3) school years may require adjustments and modifications.

2. Either party may initiate discussion of changes to this Letter of Agreement. Mutually agreed upon changes will be subject to the approval of the Association and the District.

3. In the event federal and/or state law or regulations changes or are repealed in such a manner to affect the implementation of the provisions of this Letter of Agreement Article I, Section G shall apply.

4. This Letter of Agreement neither sets a precedent nor constitutes a binding practice, custom or course of dealing between the parties.

For the Association:	For the District:
_____	_____
Signature	Signature
_____	_____
Date	Date

DEEPENING EDUCATION

LETTER OF AGREEMENT #11 - Chinese Language Instruction

LETTER OF AGREEMENT #11 (TA 8/19/24)
Between the
KALAMAZOO EDUCATION ASSOCIATION
And the
KALAMAZOO PUBLIC SCHOOLS

The Kalamazoo Education Association ("KEA" or "Association") and the Kalamazoo Public Schools ("KPS" or "District") agree to a program for the teaching of Chinese at Loy Norrix High School and Kalamazoo Central High School.

The Chinese language program is a partnership between Western Michigan University, the Diether H. Haenicke Institute of Global Education, the Confucius Institute and Kalamazoo Public Schools. The teachers have an Expert Substitute Permit from the Michigan Department of Education that permits them to teach in KPS; along with a J-1 Visa that allows them to promote cultural and educational exchange opportunities in our schools.

Two teachers team teach a maximum of two (2) class periods per day and are reimbursed for their travel expenses per year.

The District will donate $1,000.00 per teacher team to the KEA scholarship fund per year. This total was derived from the part-time nature of the work of the teachers.

This agreement does not establish a precedent, custom or binding practice in any other matter.

For the Association:

/s/Heather Reid
President
August 19, 2024

For the District:

/s/Steve Leland
Director of Human Resources
August 19, 2024

DEFENDING EDUCATION

Letter of Agreement #12 - Phoenix High School Instructional Time

LETTER OF AGREEMENT #12
Between the
KALAMAZOO EDUCATION ASSOCIATION
And the
KALAMAZOO PUBLIC SCHOOLS

Since Phoenix High School is part of the Section 1280c Priority School list identified for School Improvement Requirements (MCL 380.1280c), the parties agree the instructional time at the school will be increased by two (2) minutes per day. This increase will result in the instructional time that teachers each provide being the same as their counterparts at the Districts two comprehensive high schools. This does not alter the staff report time.

The Kalamazoo Education Association, known as the "Association," and the Kalamazoo Public Schools, known as the "District," hereby agree for 2017-18, 2018-19, 2019-2020, and 2020-2021 with respect to the implementation of the school improvement plan under the directives of Section 1280C of the Michigan Revised School Code.

Purpose Statement:

The purpose of this Letter of Agreement is to fulfill requirements of Article 32 Section A of the Master Agreement and to meet the requirements of Section 1280c of the Michigan Revised School Code.

I. COMMON PROVISIONS

A. Required Meetings and Professional Development

1. All teachers and, where practicable, itinerant staff are required to participate in all professional development on the KPS/KEA School Calendar and other meetings or trainings that are incorporated in the school day.

2. Any additional professional development will be voluntary.

3. Participation in professional development approved by the principal and/or Leadership Team will result in the award of PD hours by the District providing SCHECH credit. Teachers may log the hours on the Professional Development Log to be submitted as evidence for teacher evaluation.

4. Presentations from the School Improvement Team may be included in meetings or professional development as needed.

5. Summer work sessions of the School Improvement Team will meet based on consensus and will be compensated at the curriculum rate.

6. District School Improvement Director and Coordinator of Assessment will work with the staff to collect and analyze data. A schedule will be devised with dates of their involvement.

DEFENDING EDUCATION

II. OPERATIONAL FLEXIBILITY FOR EXTENDED LEARNING OPPORTUNITIES

A. The instructional year was extended by 6.3 hours as reflected in the calendar start and end times.

B. A tutoring schedule will be used to meet the support needs of students.

C. When teachers volunteer to work Saturday School, they will be compensated at the curriculum rate.

III. GENERAL PROVISIONS

The parties recognize that the implementation of this school improvement plan over three (3) school years may require adjustments and modifications.

Either party may initiate discussion of changes to this Letter of Agreement. Mutually agreed upon changes will be subject to the approval of the Association and the District.

In the event federal and/or state law or regulations changes or are repealed in such a manner to affect the implementation of the provisions of this Letter of Agreement Article I, Section G shall apply.

This Letter of Agreement neither sets a precedent nor constitutes a binding practice, custom or course of dealing between the parties.

For the Association:
/s/Amanda Miller
President
August 26, 2017

For the District:
/s/Shelia Dorsey-Smith
Assistant Superintendent for Human Resources
August 26, 2017

DEFENDING EDUCATION

Letter of Agreement #13 - Grade Weighting and Software Study Committee

LETTER OF AGREEMENT #13
Between the
KALAMAZOO EDUCATION ASSOCIATION
And the
KALAMAZOO PUBLIC SCHOOLS

The parties agree to the following with respect to educator diversity:

The parties recognize that Section 1249 of the Michigan Revised School code, (MCL 380.1249) requires student growth be assessed using multiple measures that include student learning objectives, achievement of individual education program goals, nationally normed or locally developed assessments that are aligned to state standards, research based growth measures or alternative assessments that are rigorous and comparable across schools within the District. The parties also recognize the importance of teacher discretion in categorizing student work for grading purposes. In addition, the parties recognize the established District-wide practice of weighting High School course examinations as 20% of final course grade. In light of these factors, the parties agree to create a study group under Article 23 Section B of the Master Agreement consisting of Association Representatives, teachers, building administrators and central administration to evaluate grading parameters in District gradebook software tools. The study group shall meet on or before October 15, 2018, again mid-year and again at the end of the school year.

For the Association:	For the District:
/s/Amanda Miller	/s/Shelia Dorsey-Smith
President	Assistant Superintendent for Human Resources
August 26, 2017	August 26, 2017

DEFENDING EDUCATION

Letter of Agreement #14 - Adult Education Program

LETTER OF AGREEMENT #14
between
KALAMAZOO EDUCATION ASSOCIATION
AND
KALAMAZOO PUBLIC SCHOOLS
Adult Education Learning Program

The Kalamazoo Education Association, hereinafter known as the "KEA" or the "Association," and the Kalamazoo Public Schools, hereinafter known as the "District" hereby agree as follows with respect to the Adult Education program:

A. Bargaining unit employees assigned to Adult Education will be considered members of the Association's collective bargaining unit, and as with any other new employees, the Association will have the opportunity to invite Adult Education teachers to join the Association. The position title to be added to the Collective Bargaining Agreement will be the Adult Education Teacher.

B. The parties' Collective Bargaining Agreement and future collective bargaining agreements in effect during the term of the letter of Agreement shall apply to Adult Education teachers except where identified below:

1. **Hours of Work.** Since the District needs the flexibility to establish the hours of work, the provisions of Article 6 of the parties' Collective Bargaining Agreement shall not apply to the terms and conditions of employment of Adult Education teachers. Based on funding for the program, enrollment and community partnerships the district shall determine changes in programming.
2. **Staffing and Class Size.** Since the District needs the flexibility to establish staffing and class size for Adult Education, the provisions of Article 7 of the parties' Collective Bargaining Agreement shall not apply to the terms and conditions of employment of Adult Education teachers, and the District shall determine class loads. The Association has the right to bargain over class size.
3. **Working Conditions.** Section I, J, K and L (limited to KPS buildings) shall apply to adult education teachers. Article 6, Section A shall also apply.
4. **Curriculum.** Past practice will prevail with regard to curriculum in the Adult Education Department.
5. **Transfer and Vacancies.** Since the district needs flexibility in assignment of MCL 38.101 *et seq.,* Article 12, relating to Transfers and Vacancies, shall not apply to the terms and conditions of employment of Adult Education teachers.
6. **Evaluations.** Since Adult Education teachers are subject to the Teachers' Tenure Act, any provisions relating to staff evaluations shall not apply to the terms and conditions of employment of Adult Education teachers.
7. **Sabbatical Leaves.** The provisions relating to sabbatical leaves in Article 21 shall not apply to the terms and conditions of employment of Adult Education teachers.
8. **Professional Compensation.** The provisions in Article 22, Sections A, B, C, D, E, F, H, I, K, M, N, O, Q, R, T, V, W, X, Z and compensation schedules shall not apply to the terms and conditions of employment of Adult Education teachers, whose rate of pay has been established as $25.42 for 2021-

2022, (see above language of wage increase of 2.00% over current hourly wage) for all hours contracted to work and $25.92 for 2022-2023 for all hours contracted to work. The parties agree that any changes to this rate of pay, including increases or decreases, will be subject to collective bargaining negotiations. The teacher's hourly rate will be increased by the annually negotiated salary increase to the full extent of Board authority. Adult Education Teachers employed 30 or more hours a week over the period required by the Affordable Care Act shall receive 80% of cost of single coverage of Plan C in Article 22 B to comply with the Affordable Care Act.

Adult education teachers shall receive 1.00% each year of the agreement in accordance with Article 22 Section A based on total earnings for the year.

9. **Professional Development.** This District will comply with all professional development requirements under MCL 380.1527 and MCL 380.1526 by offering employees at Adult Education; said employees to be paid at the hourly rate as delineated in #8 above. Adult Education teachers will be provided with the same amount of professional development as required of other high school teachers. Beginning October 1, 2018, the Adult Education teachers will be provided a schedule of professional development.

10. **Maintenance of Standards.** The provisions in Article 25 shall not apply to the terms and conditions of employment of Adult Education teachers.

11. **Layoff and Recall.** Since Adult Education teachers are subject to the Teachers' Tenure Act, Article 27 relating to layoff and recall shall not apply to the terms and conditions of employment of Adult Education teachers. If funding is decreased and leads to a reduction in staff, the Adult Education teachers shall be retained based on Board Policy 8.7.

12. **Letters of Agreement**. Except for the Letters of Agreement relating to Family and Medical Leave Act, the Letters of Agreement shall not apply to the terms and conditions of employment of Adult Education teachers.

C. **Duration.** This Letter of Agreement will take effect the first day after both parties have executed it below and shall remain in effect through and including August 16, 2019

KALAMAZOO EDUCATION ASSOCIATION
For the Association:

/s/Amanda Miller
President

KALAMAZOO PUBLIC SCHOOLS
For the District:

/s/Shelia Dorsey-Smith
Assistant Superintendent for Human Resources

/s/Gary Start
Deputy Superintendent

May 1, 2018, Revised August 15, 2018

DEFENDING EDUCATION

Letter of Agreement #15 - WMU Reading Now Network High Impact Leadership

LETTER OF AGREEMENT #15
between
Kalamazoo Education Association
and
Kalamazoo Public Schools

RE: Western Michigan University/Reading Now Network High Impact Leadership
Grant: KPS Elementary Schools – Spring Valley, Woods Lake, and Woodward.

The Kalamazoo Education Association, known as the "Association", and the Kalamazoo Public Schools, known as the "District", hereby agree for the 2020-21 and 2021-22 school years for Spring Valley, Woods Lake, and Woodward.

Purpose Statement: In order to improve student achievement, school leadership teams are being trained through the WMU/RNN HIL grant. This is a federal grant led by WMU through the established RNN to help the principal and teacher leaders in the building work to raise academic skills and scores for students. The teams will receive in-services and training related to research-based practices.

I. COMMON PROVISIONS

A. Meetings and professional development beyond those scheduled in the district calendar.

1. All teachers and itinerant staff participating on the leadership grant will receive additional hours of professional development and training.
2. For the professional development, when conducted outside the regular workday and outside the district calendar, KEA members will be compensated at the curriculum rate. Timesheets and attendance will be kept and members must sign in and out to be compensated.
3. Meetings for staff held before and/or after school or on plan periods during the school year and outside of the school improvement team that focus on this leadership grant to inform and monitor progress shall be compensated at the curriculum rate, plus benefits. Teachers shall not be required to be videotaped for coaching or the grant without permission.
4. Participation in professional development for this grant is based on the principal's recommendation and staff will be awarded professional development hours through KALPA if applicable.
5. Substitute teachers will be scheduled early if any release time is needed during the workday for activities related to the grant such as instructional rounds or walk-throughs. If substitutes are not available, teachers will remain in the classroom and the release time shall be rescheduled.
6. Article 6, Section B: The district shall strive to maintain adherence to a calendar that has no more than 2.5 hour per week.
7. Section C: Therefore, Staff shall not be requested to attend meetings during their duty-free lunch periods.
8. All known meetings and commitments shall be distributed to participants in advance. According to Article 6, Section B, the appropriate administrator shall notify staff by email of required and voluntary meetings not posted on the contractual calendar not later than Tuesday by the end of the teacher workday or the week prior to the meeting date. The appropriate administrator shall also notify staff by email of any cancellation of a scheduled meeting not later than Tuesday by the end of the teacher workday of the week prior to the meeting date.

DEFENDING EDUCATION

B. OPERATIONAL FLEXIBILITY FOR PROFESSIONAL DEVELOPMENT

The district calendar for professional development and contractual provisions for summer training shall be followed to the greatest extent possible in order to meet the requirements of the WMU/RNN HIL grant. If needed, training over the summer will not exceed five days or equivalent and paid at the curriculum rate. Staff members will be notified no later than thirty days prior to the activity or the last workday in May whichever comes first.

C. GENERAL PROVISIONS

1. The parties recognize that the implementation of this grant is over a three-year period of time including the current school year. And may require adjustments and modifications.
2. Either party may initiate discussion of changes to this Letter of Agreement.
3. Mutually agreed upon changes will be subject to the approval of the Association and the District.
4. Due to the Governor's COVID-19 Executive Orders, there may be additional supports in the fall of the 2020-2021 school year for those schools included in the grant for the cohort A-- Arcadia, Edison, Lincoln, Milwood, Northeastern, Prairie Ridge, and Washington.

This Letter of Agreement neither sets a precedent nor constitutes a binding practice, custom or course of dealing between the parties.

For the Association:

/s/Amanda Miller
President
October 2, 2019

For the District:

/s/Shelia Dorsey-Smith
Assistant Superintendent for Human Resources
October 2, 2019

DEFENDING EDUCATION

Letter of Agreement #16 - Criminal Justice System Liaison and Student Placement Mid-Year

LETTER OF AGREEMENT #16
between
KALAMAZOO PUBLIC SCHOOLS
and the
KALAMAZOO EDUCATION ASSOCIATION

Re: **Criminal Justice System Liaison and Student Placement Mid-Year**

Under this Letter of Agreement between Kalamazoo Public School District (KPS) and the Kalamazoo Education Association, MEA/NEA (Association), the parties agree as follows:

1. A clinical social worker will be assigned to act as a liaison to the criminal justice system by holding transition meetings with the juvenile home when a student will be commencing school at KPS after leaving the juvenile home (provided the juvenile home/juvenile criminal justice system cooperates). After the transition meeting with the juvenile home, the clinical social worker will be responsible to inform the special education department head or counselor and will inform the school administrator by email information pertinent to the student's education, success, and safety. If KPS no longer employs clinical social workers, then KPS will reassign the liaison duty to a current KEA bargaining unit member.

2. The notice provided to bargaining unit employees pursuant to Article 7, Section N of the Collective Bargaining Agreement (Student Placement Mid-year) will include pertinent information about the student's behavioral plans, accommodations and goals and objectives, that are available for the student, to those staff members who have a legitimate education interest in the student's education. The school's special education department head or counselor will be responsible for distributing relevant information (that may include a student's IEP), behavioral and safety plans to the staff members who have a legitimate education interest in the student's education. Distributions of this information will occur ideally prior to the student starting school but no longer than one week after the student begins attending the school, and the special education department head and/or the counselor will have the responsibility to ensure that these are shared with staff members who have a legitimate interest in the student's education within 24 hours of the review.

3. KPS will provide instructions for teachers to create a visual seating chart using photos taken of students at the time of enrollment and annually thereafter. There will be no additional pay for teachers who create visual seating charts. The building office will provide photo attendance sheets to substitute teachers if completed and left by the teacher at the building office.

4. KPS will instruct security personnel to periodically check on substitute teachers. The list of classrooms with substitute teachers will be provided by the office to the Campus Safety Staff daily.

DEFENDING EDUCATION

5. Upon request of either party, the parties agree to meet to revisit the issues presented by this grievance and the resolution in this Letter of Agreement in order to ensure that the resolutions have been effective and to give the parties an opportunity to present other ideas to continue to improve the safety of our schools.

For the Association:

/s/Amanda Miller
President
October 2, 2019

For the District:

/s/Shelia Dorsey-Smith
Assistant Superintendent for Human Resources
October 2, 2019

DEFENDING EDUCATION

Letter of Agreement #17 - Freshman Academy Committee

LETTER OF AGREEMENT #17
between
KALAMAZOO PUBLIC SCHOOLS
and the
KALAMAZOO EDUCATION ASSOCIATION

The Parties agree to form a committee to work on evaluation and improvements to the "Freshman Academy" with the following conditions:

1. KEA will appoint a co-chair of the committee to serve with the Director of Secondary Education.

2. The committee must include at least one retention course teacher, one teacher from Phoenix, one eighth grade teacher, one freshmen academy teacher, one teacher from each core content area of high school. The KEA will select one representative from each of the aforementioned areas. The District may appoint up to 8 members of their choosing. Failure of KEA to appoint members of the committee shall not constitute a contract violation on the part of the District.

3. The committee meetings must include a sign in and sign out sheet and the work hours must count as KALPA credit

4. The District will provide the necessary data to analyze the Freshmen Academy with fidelity.

5. The committee shall be empowered to reach a tentative agreement for referral to the main bargaining table that includes all subjects of bargaining including but not limited to: class size, stipends, and curriculum.

6. The tentative agreement created by the committee shall be brought to contract review and to the main bargaining table.

7. Dates for the meetings of the committee will be agreed upon no later than the first Contract Review meeting of 2019-2020. There shall be no fewer than 4 meetings

For the Association:

/s/Amanda Miller
President
October 2, 2019

For the District:

/s/Shelia Dorsey-Smith
Assistant Superintendent for Human Resources
October 2, 2019

DEFENDING EDUCATION

Letter of Agreement #18 – Pay for Subbing on Plan

Letter of Agreement #18
Between the
KALAMAZOO EDUCATION ASSOCIATION
And the
KALAMAZOO PUBLIC SCHOOLS

The Kalamazoo Education Association and Kalamazoo Public Schools agree to a change, as outlined below, in the pay rate for any Association member substituting in place of all or part of their regular duty schedule.

For the 2024-2025 school years, the District will adjust the pay rates for Association employees who substitute after the date that this letter of agreement is executed.

1. The District will double the rate of pay for secondary employees who substitute on their plan period in Schedule B. Thus, the Association sub pay rate will be $49.89 per hour.

2. Elementary classroom teachers who teach their own students plus additional students where the teacher is not the teacher of record will be paid an additional $50.00 per day for each teacher that accepts students.

3. Elementary specials teachers who teach another classroom teacher's class will be compensated an additional $50 per day.

4. Part-time teachers who substitute outside of their regular work time will be paid their regular per diem while substituting.

5. If an elementary teacher loses plan time, the teacher will be compensated at $49.89 per hour, prorated.

This understanding does not establish a precedent, custom or binding practice in any other matter. This agreement shall expire on the last day of school in June 2024.

For Kalamazoo Education Association:

Heather Reid
KEA President
Date: 8/12/24

For Kalamazoo Public Schools:

Steve Leland
Director of Human Resources
Date: 8/12/24

DEFENDING EDUCATION

Letter of Agreement #19 – Professional Development Half-Days

Letter of Agreement #19 (TA 8/23/2024)
Between the
KALAMAZOO EDUCATION ASSOCIATION
And the
KALAMAZOO PUBLIC SCHOOLS

The Kalamazoo Education Association and the Kalamazoo Public Schools agree to the following with respect to half-days for professional development for the 2024-2025 school year:

1. The parties agree to add four (4) minutes in the 2024-25 school year, in addition to the two (2) minutes that were added in the 2023-24 school year to the instructional day in order to accommodate six (6) half days for professional development.

2. The parties agree that for the 2024-25 school year, "after school" professional development activities will be limited to contract days only, no mandatory after school professional development shall take place unless mutually agreed to by both parties as a part of the collective bargaining process. The parties acknowledge there are two (2) one and one-half (1.5) professional development after school on September 18, 2024, and May 7, 2025.

3. In the event the parties agree through the collective bargaining process to revert back to after school professional development, then the parties agree to follow the contractual calendar rules and the language in Article 6, Section B.

4. Additionally, the District will schedule the required BSA team meetings during the half-day professional development times not to exceed ten (10) hours during the 2024-25 school year.

5. This understanding does not establish a precedent, custom, or binding practice in any other matter. This agreement shall expire on August 16, 2025.

Kalamazoo Education Association:

/s/ Heather Reid
President Heather Reid
Date: 12/4/24

Kalamazoo Public Schools:

Steve Leland S. Leland
Director of Human Resources
Date: 12/4/24

DEFENDING EDUCATION

Letter of Agreement #20 – Section 127 Plan

Letter of Agreement #20 (TA 7/29/2024)
Between the
KALAMAZOO EDUCATION ASSOCIATION
And the
KALAMAZOO PUBLIC SCHOOLS

The Kalamazoo Education Association and the Kalamazoo Public Schools agree as follows:

> The parties agree to the District offering the attached 27k program for tuition reimbursement that may qualify the eligible employee to treat the reimbursement as tax exempt pursuant to IRS rules and regulations.

Kalamazoo Education Association:

/s/ Heather Reid,
President
Date: Heather Reid

Kalamazoo Public Schools:

Steve Leland
Director of Human Resources
Date: S. Leland

DEFENDING EDUCATION

Letter of Agreement #21 – Placement, Transfer, and Layoff/Recall

Letter of Agreement #21 (TA 9/11/2024)
Between the
KALAMAZOO EDUCATION ASSOCIATION
And the
KALAMAZOO PUBLIC SCHOOLS

The Kalamazoo Education Association and the Kalamazoo Public Schools agree as follows:

> The parties agree to current contract language for Article 10 (Ancillary Staff Assignments), Article 11 (Job Sharing/Part-Time), and Article 27 (Reduction of Ancillary Staff Personnel and Recall Procedure) that applies to ancillary staff. Per the status quo contract language, the District retains discretion over bargaining unit members, who are covered by the Teachers' Tenure Act, in regard to placement, transfer, and layoff and recall. The parties will address these issues at the next collective bargaining negotiations.

Kalamazoo Education Association:

/s/ Heather Reid,
President
Date: Heather Reid
12/4/24

Kalamazoo Public Schools:

Steve Leland
Director of Human Resources
Date: S. Leland

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APPENDIX 3: Compensation Schedules

2024-2025 Salary Schedules

Schedule A – Salary for Bargaining Unit Employees

2024-2025 KEA Salary Table

Step	KEA BACHELORS	KEA MASTERS	KEA MASTERS+30	KEA DOCTORATE
1	45,768.00	45,768.00	56,685.00	56,685.00
2	45,768.00	45,768.00	56,685.00	56,685.00
3	45,768.00	56,685.00	56,685.00	67,601.00
4	45,768.00	56,685.00	56,685.00	67,601.00
5	56,685.00	56,685.00	56,685.00	67,601.00
6	56,685.00	56,685.00	67,601.00	67,601.00
7	56,685.00	56,685.00	67,601.00	78,517.00
8	56,685.00	67,601.00	67,601.00	78,517.00
9	56,685.00	67,601.00	67,601.00	78,517.00
10	67,601.00	67,601.00	67,601.00	78,517.00
11	67,601.00	67,601.00	67,601.00	78,517.00
12	67,601.00	67,601.00	78,517.00	78,517.00
13	67,601.00	78,517.00	78,517.00	89,433.00
14	78,517.00	78,517.00	78,517.00	89,433.00
15	78,517.00	78,517.00	78,517.00	89,433.00
16	78,517.00	78,517.00	89,433.00	89,433.00
17	78,517.00	89,433.00	89,433.00	89,433.00
18	78,517.00	89,433.00	89,433.00	89,433.00
19	78,517.00	89,433.00	89,433.00	89,433.00
20	78,517.00	89,433.00	89,433.00	89,433.00
21	78,517.00	89,433.00	89,433.00	89,433.00
22	78,517.00	89,433.00	89,433.00	89,433.00
23	78,517.00	89,433.00	89,433.00	89,433.00
24	78,517.00	89,433.00	89,433.00	89,433.00
25	78,517.00	89,433.00	89,433.00	89,433.00
26	78,517.00	89,433.00	89,433.00	89,433.00
27	89,433.00	89,433.00	89,433.00	89,433.00
28	89,433.00	89,433.00	89,433.00	89,433.00
29	89,433.00	89,433.00	89,433.00	89,433.00
30	89,433.00	89,433.00	89,433.00	89,433.00

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Behavior Specialist Rates 2024-2025

BHS1 - Behavior Specialist

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
1	27.53	220.26	2,042.45	44,934.00
2	28.33	226.63	2,101.45	46,232.00
3	29.13	233.07	2,161.23	47,547.00
4	29.94	239.50	2,220.77	48,857.00
5	30.73	245.88	2,279.95	50,159.00
6	31.54	252.29	2,339.45	51,468.00
7	32.34	258.69	2,398.73	52,772.00
8	33.14	265.15	2,458.68	54,091.00
9	33.96	271.71	2,519.45	55,428.00
10	34.80	278.36	2,581.18	56,786.00
11	35.64	285.13	2,643.91	58,166.00
12	36.50	292.00	2,707.64	59,568.00

BHS2 - Behavior Specialist Masters

STEP/LEVEL	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
1	28.26	226.10	2,096.59	46,125.00
2	29.39	235.15	2,180.45	47,970.00
3	30.52	244.19	2,264.32	49,815.00
4	31.65	253.24	2,348.18	51,660.00
5	32.78	262.28	2,432.05	53,505.00
6	33.92	271.32	2,515.91	55,350.00
7	35.05	280.37	2,599.77	57,195.00
8	36.18	289.41	2,683.64	59,040.00
9	37.31	298.46	2,767.50	60,885.00
10	38.44	307.50	2,851.36	62,730.00
11	39.57	316.54	2,935.23	64,575.00
12	40.70	325.59	3,019.09	66,420.00

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Schedule B- Extra Duty Salaries- Annual Rates and Hourly Rates

Section A: Rates

The following pay scales shall apply to fully certified, qualified teachers and other bargaining unit employees for performing the following extra duties.

Schedule B_1: High School Rates

Schedule B2: High School Rates		
	2024-2025	2024-2025
Activity	Coaches or Lead Advisor	Coaches or Assistant Advisor
Baseball	$ 5,016.44	$ 3,511.51
Basketball	$ 7,424.35	$ 5,176.98
Phoenix Basketball	$ 7,424.35	$ 5,176.98
Cross Country	$ 4,414.48	$ 3,090.13
Football	$ 7,223.69	$ 5,056.58
Golf	$ 3,611.84	
Gymnastics	$ 4,013.16	
Ice Hockey	$ 5,618.41	$ 3,932.89
Soccer	$ 4,414.48	$ 3,090.13
Softball	$ 5,016.44	$ 3,511.51
Swimming	$ 5,618.41	$ 3,932.89
Tennis	$ 3,611.84	$ 2,528.29
High And Field	$ 4,815.78	$ 3,371.05
Volleyball	$ 5,217.10	$ 3,651.97
Wrestling	$ 5,417.76	$ 3,772.37
Cheerleading - Football	$ 3,210.53	$ 2,247.36
Cheerleading - Basketball	$ 4,414.48	$ 3,090.13
Cheerleading - Competitive	$ 3,611.84	
Athletic Game Aide	$ 7,424.35	
Athletic Ticker Aide	$ 7,424.35	
Head Driver Education	$ 4,414.48	
High School Band Director	$ 6,421.05	$ 4,414.48
High School Choral Director	$ 4,815.78	
High School Orchestra	$ 4,815.78	
Instrumental Jazz	$ 3,611.84	
Dramatics Coach	$ 3,611.84	
Debate	$ 4,815.78	$ 1,605.25
Forensics	$ 3,411.18	$ 1,203.95
National Honor Society	$ 1,203.95	
High School Yearbook	$ 2,006.57	
High School Newspaper	$ 1,203.95	
Day Care Center Director	$ 4,013.16	
Mock Trial Coach	$ 3,210.53	
Student Government	$ 802.64	
Future Teacher Development Leader (one elementary total and one per middle school	$ 3,611.84	
Grades 9-12 Team Leader	$ 1,324.34	
Department Heads	$ 2,407.89	
Co-Op Heads	$ 3,210.53	
Senior Class Sponsor	$ 2,809.21	
Junior Class Sponsor	$ 2,809.21	
Sophomore Class Sponsor	$ 1,605.25	
Freshman Class Sponsor	$ 1,605.25	
B.F.A Advisor	$ 1,805.92	
D.E.C.A Advisor	$ 1,805.92	
F.C.C.L.A Advisor	$ 1,805.86	

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Schedule B_2: Secondary Class Size Overage Compensation

Schedule B2: Secondary Class Size Overage Compensation		
Position	Class size threshold for payment	Payment amount per class per trimester 2024-2025
English, Math, Science, Social Studies	32 or more	$ 554.54
Secondary Class (other than P.E. and F.A)	36 or 37	$ 554.54
Secondary Physical Education	48 or more	$ 554.54

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Schedule B_3: Lead Teachers' Rates

Schedule B3: Lead Teachers' Rates		
Position	Annual Amount 2024-2025	Summer Days at Curriculum Rate
Social Studies (6-12)	$ 6,421.05	10 to 15 days
Physical Education (K-12)	$ 6,421.05	10 to 15 days
Elementary Science (K-5)	$ 6,421.05	20 days
Secondary Science (6-12)	$ 6,421.05	10 to 15 days
Special Education Itinerant Ancillary Staff Lead (See Section P Below)	$ 2,407.89	

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Schedule B$_4$: Middle School Rates

2024-2025

Schedule B: Middle School Rates		
	2024-2025	2024-2025
Activity	Coaches or Lead Advisor	Coaches or Assistant Advisor
Basketball	$ 3,210.53	$ 2,006.57
Football	$ 2,809.21	$ 2,809.21
Softball	$ 2,006.57	
Tennis	$ 2,407.89	
Volleyball	$ 2,809.21	
Wrestling	$ 2,809.21	
Cheerleading - Football	$ 1,605.25	
Cheerleading - Basketball	$ 2,006.57	
Track and Field	$ 2,407.89	$ 1,685.53
Athletic Aide	$ 4,815.78	
Department Heads	$ 1,886.18	
Athletic Aide	$ 4,815.78	
Athletic Director/Coordinator - one per building	$ 7,223.69	
Middle School Band Director	$ 2,006.57	
Middle School Choir Director	$ 2,006.57	
Middle School Orchestra Director	$ 2,006.57	
Drama Plays	$ 1,444.74	
Grade 6-8 Team Leader	$ 1,324.34	
Middle School Musical Director	$ 1,203.95	

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Schedule B_5: Elementary Rates

2024-2025

Schedule B5: Elementary Rates			
Position	Hours Cap	Rates of Pay	Year
		Time Period	2024-2025
Student Assistant Leader		Per Hour	$ 25.78
Black History Quiz Bowl	60 hours max	Per Hour	$ 24.94
Social Studies Olympiad	60 hours max per event	Per Hour	$ 24.94
Science Fair/Olympiad	60 hours max per event	Per Hour	$ 24.94
Drama/Plays	60 hours max per event	Per Hour	$ 24.94
Elementary Intramural Sports	60 hours max per event	Per Hour	$ 24.94
Extra Duty Supervision	60 hours max per event	Per Year	$ 1,388.51
Splits		Per Year	$ 3,934.46

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Schedule B_6: All Levels Other Assignments- Hourly and Various Rates of Pay
2024-2025

Schedule B6: All Levels Other Assignments - Hourly and Various Rates		
	2024-2025	
Curriculum Rate	$ 24.94	
Summer School Teacher	$ 24.94	
Substituting During Planning	$ 49.89	per LOA #18
Expo	$ 17.17	
In-Service Activities	$ 16.78	
TV/Radio Production Coordinator	$ 20.67	
Mentor Teacher	see Article 31	
Secondary Counselor - ten (10 additional days)	pro-rata pay	
Technically Advanced Group (TAG)	varies by building	
Grade-Level/Department Meeting Facilitators (excluding Department Heads) - Maximum 1.5 hours per meeting	$ 24.94	
Art, Music, and Physical Education preparation, setup/takedown, and supervision of exhibits, performances, or competitions outside of school hours (20 hours maximum in hourly pay or comp time)	$ 24.94	

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Section B: Length of Season

The length of seasons for the high school sports stated above is defined as three (3) weeks before the first scheduled game through the District Tournament.

Section C: Extended Season Activities Compensation

Coaching or supervision for extra-duty activities that extend beyond the District Tournament shall be compensated on a weekly basis.

Section D: Dollar Expressed Rate Adjustments

The above rates which are expressed in a dollar amount will be cumulatively adjusted by the same percentage rate in future contracts, if agreed by the parties.

Section E: Coaching Experience Credit

A maximum of five (5) years credit outside Kalamazoo may be allowed, provided, however, said experience is from a school comparable to the open position/level. For example, for a position at Kalamazoo Central or Loy Norrix, allowable experience shall be a comparable High School experience in the specific sport and in the coaching position.

Section F: Coaching Assignment Limit

No coach shall be assigned to more than one (1) coaching positions per season.

Section G: Longevity Increases in Coaching Compensation

Add to the salary of each coach two (2%) percent of the coaching base for each year of allowable Kalamazoo coaching experience; said experience shall be limited to ten (10) years in the same activity being coached. "Coaching base" is the dollar amount specified in Schedules $B_{1\text{-}6}$ above. Coaches include debate, assistant debate, forensics, assistant forensics, dramatics and mock trial coaches.

Section H: Bargaining Unit Athletic Director

The senior high athletic director (if in the bargaining unit) shall be assigned five (5) class periods, one (1) planning period.

Section I: Middle School Athletic Director Assignment

The middle school athletic director/coordinator shall be an on-site faculty employee, whenever possible, who coordinates all extra-curricular athletic functions at his/her middle school.

Section J: Intramural Assignments

Intramural assignments and activities shall be made by the Coordinator of Physical Education. No time will be authorized without his/her approval.

Section K: Bookstore Manager

Bookstore managers shall have no homeroom assignments.

Section L: Elementary Grade Level Split Compensation

Elementary teachers who have a "split" grade assignment will be compensated an additional $3618.50.

Section M: Class Size Overage Payment Freshman Academy

Per High School Letter of Agreement #4: Trimesters, English, mathematics, science, or social studies teacher who is assigned to a Freshmen Academy team and has thirty-two (32) or more students in a class will be compensated $500 per trimester per class period.

Section N: Lead Teachers

Four Lead Teacher positions will serve the specific areas of 6-12 social studies, K-5 science, 6-12 science, and K-12 physical education. Each will be paid $5,789.60. The K-5 science Lead Teacher shall be expected to

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work during the summer up to an additional twenty (20) days, and the other Lead Teachers shall be expected to work during the summer an additional ten (10) to fifteen (15) days, mutually agreed upon, for curriculum work at curriculum rate of pay. The science Lead Teacher position serving Grades 6-12 will be posted and filled at such time as the corresponding Title 1 half-time position is eliminated.

Section O: Team Leaders
The extra duty compensation for Grades 6-12 Team Leader will be t$1204.96.

Section P: Itinerant Ancillary Staff Leads
There shall be 3 Special Education Itinerant Ancillary Staff Leads: one responsible for Speech Pathologists; one responsible for Occupational and Physical Therapists; and one responsible for Social Workers, Teacher Consultants and Psychologists. Duties of the Ancillary Staff Lead shall be that of Department Heads and they shall be compensated at the Department Head rate of $2,171.10.

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APPENDIX 4- CALENDAR RULES

1. The District will work collaboratively with the Association to publish a Calendar for each school year. The District shall publish a calendar for the following school year no later than June 30 of each school year according to provisions of Article 6 of this agreement and the following rules:

2. New Teacher Orientation will take place two (2) weeks prior to the week of KEA bargaining unit employees start date and will not exceed five (5) days from 8:00 A.M. -5:00 P.M. with a one (1) hour lunch each day.

3. There shall be no additional meetings before, during, or after work EXCEPT those covered by ADA/IDEA or as noted in calendar during the first two (2) teacher work weeks and the last teacher work week.

4. There shall be a maximum of ten (10) mandatory staff meetings at each building for no more than sixty (60) minutes. Elementary buildings may add an additional staff meeting for the purpose of scheduling parent-teacher conferences. There shall be no Monday staff meetings or Professional Development sessions immediately following breaks mandated by the Kalamazoo County Common Calendar except for after Thanksgiving and Spring Breaks.

5. A "Summary of PD HOURS" shall be distributed with letter to bargaining unit employees in August prior to first working day of the year. Meeting schedules for the opening of schools will be mailed out to all KEA members two (2) weeks prior to the teacher start date.

6. As stated in Article 6 Section B "After School" Professional Development activities shall be limited to no more than two (2) hours on Monday and one and one-half (1.5) hours on Wednesday. When combined with staff meetings they shall not exceed two and one-half (2.5) hours in a given week. Article 6, Section A shall apply. There shall be no mandatory PD on "KEA Mondays."

7. High School: There shall be parent teacher conferences during each trimester within one week of the midpoint of each trimester. The first trimester conferences shall be from one afternoon session from 12:30 P.M. to 3:30 P.M. and one evening session from 4:30 P.M. to 7:30 P.M. The second and third trimester conferences shall be two evenings, one from 4:00 P.M. to 7:00 P.M. and the other 5:00 P.M. to 8:00 P.M. If a teacher cannot meet with a parent, upon request, the teacher must meet with the parent before or after school or during the teacher's planning time. There shall be two (2) evenings for High School parent-teacher conferences second and third trimester on two (2) evenings within a week of the mid-point of the trimester, as long as not on day of other mandatory after-school activities. Total hours of scheduled high school conferences per trimester shall be six, six, and six (6, 6, 6) for first, second and third trimesters respectively.

8. There shall be one evening for Middle School parent-teacher conferences per trimester on Thursday within one week of the midpoint of each trimester. There shall be one (1) afternoon for Middle School parent teacher conferences per trimester on the same Thursday within one week of the midpoint of each semester. Total hours of scheduled middle school conferences per trimester shall be six, six and six (6, 6, 6) for first, second, and third trimesters respectively. Middle Schools will retain half-days for conferences during the day.

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9. The building decision on the date and time of parent-teacher conferences and preparation time for parent-teacher conferences must be made by vote of each faculty team (Faculty time is all KEA bargaining unit employees and a single administrator) a minimum of three (3) weeks in advance and disseminated to all building staff.

10. PEEP, half-day ECSE and half-day Kindergarten conference sessions (fall and spring) will be handled as noted in the body of the calendar, utilizing a combination of compensation days and substitutes for those teachers having students in separate A.M. and P.M. sessions. Only teachers with two (2) half-day sessions must be provided with additional records time (one {1} day and conference sessions (two {2} days or four {4} half-days) per mutual agreement. The teacher has option of release time or compensation at the substitute rate. This shall fall within a two (2) week span whereas one (1) week of such time period falls before the two (2) weeks of elementary conference option.

11. Only teachers with two (2) half-day sessions must be provided with additional records time (one {1} day and conference sessions (two {2} days or four {4} half-days) per mutual agreement. The teacher has option of release time or compensation at the substitute rate.

12. Records Days

    a. For all high schools, there shall be a total of five and one-half (5.5) teacher workdays of "records days" per year following the trimester final exams for high schools. Allowable Pattern: (Each Trimester a half (½) day P.M. after finals, a half (½) day P.M. after finals, and a full day at end of trimester.) Grades shall be submitted on or before the close of business on "records day."

    b. There shall be a total of four and one-half (4.5) teacher workdays of "records days" per year with at least one-half (0.5) day each six (6) weeks of instruction for middle schools. Grades shall be submitted on or before 6:00 P.M. on "records day."

    c. There shall be a total of three and one-half (3.5) teacher workdays of "records days" per year for elementary schools. Report cards shall not be required to be completed until 6:00 P.M. on the day of "records day". The date of "records day" shall always correspond with the day grades are due. Elementary Schools will follow a Trimester schedule.

    d. Elementary Art, Music, and Physical Education teachers (pro-rated for those less than one (1.0) FTE elementary) and teachers with two (2) half day sessions per mutual agreement shall receive an additional one-half (½) day "records day." This shall be provided as release time or compensated at curriculum pay rate.

    e. During records days, if teachers request and are granted permission, they will be permitted to complete record keeping responsibilities off site. The parties will review status in contract review.

    f. The last teacher workday of each work year will be records/ work in rooms day for PreK-12.

13. The District shall schedule exams according to the following schedule: receive an additional one-half (1/2) day "records day." This shall be provided as release time or compensated at curriculum pay rate.

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High School Exam Schedule and Conference Schedule:

Each Trimester:
Day 1 (Full School Day) Day 2 (Half Day) Day 3 (Half Day)
Agreed to change to 5:00pm as part of High School LOA meeting.

Day 1 (Full School Day)	Day 2 (Half Day)	Day 3 (Half Day)
Normal School day 1st-3rd period Shorten 4th period by 20 minutes Add 20 minutes to 5th period for 90-minute exam	3rd period exam 90 minutes 4th period exam 90 minutes (Records time for teacher in the PM)	1st period exam 90 minutes 2nd period exam 90 minutes (Records time for teacher in the PM)

Conference Schedule Per Item 7 Above:
First Trimester Conference Day 1 1 half day of school** Afternoon Conferences 12:30 to 3:30 P.M. Parent Teacher Conferences 4:30 to 7:30 P.M.

Second and Third Trimester	Second and Third Trimester
Conference Day 1 Full day of school* Parent Teacher Conferences 4:00-7:00 P.M.	Conference Day 2 Full day of school* Parent Teacher Conferences 5:00-8:00 P.M.

14. One hundred-eighty (180) student days of instruction and at least one thousand ninety-eight (1098) hours of instruction at all grade levels or MDE mandated hours/days. The Association will be notified and bargain any potential impact on wages for student contact time that exceeds the current contractual level.

15. There shall be one hundred seventy-three (173) full student days of six (6) hours and fourteen (14) minutes maximum instructional time.

16. There shall be seven (7) half student days of three (3) hours and eleven minutes maximum instructional time. All of the half days shall be scheduled to start at the regular A.M. start time and will alternate between A.M. and P.M. schedule.

17. PEEP and ECSE schedules shall not exceed what is required for other elementary teachers. If program requirement doesn't require all scheduled hours of instruction time may be substituted as "records days" and/or professional development. Home visits required to be conducted by the program shall be conducted during work hours prior to or following instructional days.

18. Bargaining unit employee attendance and participation in "Literacy Night" shall be voluntary unless substituted as an "Open House" in accordance with Article 6, Section B.

19. "Ice Cream Socials and/ or "Meet and Greets" events are regarded as voluntary.

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20. Kindergarten Orientation shall occur once per year - Principals will conduct one (1) A.M. Orientation Session during work hours or one (1) P.M. Orientation Session during P.M. work hours and one (1) Orientation Session of one and one-half (1.5) hours.

21. An Orientation Session of one and one-half (1.5) hours between 5:00 P.M. – 7:30 P.M. will be conducted by Kindergarten teachers, for which compensatory time or compensation at curriculum rate of pay will be provided. If the District determines a second orientation session is needed it may be scheduled in May during work hours likewise conducted by the principal.

22. If required, the emergency make-up day and any subsequent make-up days will be inserted before those days at the end of the year outlined as half-days for high school exams.

23. During the first half day of school:

    a. Elementary art, music and physical education teachers with only one (1) work site will assist building staff with student placement and assignment responsibilities.

    b. Elementary art, music and physical education teachers with more than one (1) work site will not assist building staff. In lieu of these responsibilities, itinerant elementary art, music and physical education teachers with more than one (1) work site will be provided time to inventory materials, set-up classrooms and perform other professional responsibilities related to their regular teaching assignment.

    c. PEEP and half-day kindergarten teachers will assist building staff with student placement and assignment responsibilities.

24. Mid-trimester progress reports:

    a. Grades 9–12: Mandatory for all students receiving D's and F's

    b. Pre-K–5 Level: The faculty team in each building will determine:

        i. The criteria for disbursement (cutoff level that signals the need for a report to be sent home).
        ii. The distribution method to be used.

25. The District and the Association agree to the following regarding future school calendars:

    a. After March 1st of each school year, the School District will notify bargaining unit employees and community the following dates for the next school year:

        i. First day of school for students
        ii. Dates for winter break
        iii. Dates for spring break

    b. For the educational value for the students and the convenience of parents' planning, compensation days for conferences shall be aligned with the day before Thanksgiving and Spring Breaks. With a forty-five (45) day notice prior to the completion date of the District Calendar in Calendar Rule 1, KEA can notify the District that the Compensation Day attached to Spring Break shall be moved.

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26. After June 1 of each school year, the District shall be able to announce the schedule for the first week for staff and the schedule for the first week for students for the upcoming school year. Such announcement shall be based upon the template below, unless the schedule is changed due to a KRESA waiver, shall be mutually agreed to by both parties as a part of the collective bargaining process:

Week of the last Monday in August District Calendar **The teacher work schedule for this week is 8:00 to 3:00.** **Lunch is 11:00 to 12:00 pm**		
No Additional Meetings for These Two Weeks		
Secondary Counselors Report Five (5) Workdays Before the First Regular Teacher Workday		
New Teacher Orientation Shall Be **Five (5)** Days Prior to the First Regular Teacher Workday and Priority Training		
Priority Schools Training (if needed) Up to Five (5) Workdays Prior to the First Regular Teacher Workday. Priority training Will Be from 8 a.m. to 3 p.m. With a One (1) Hour Lunch.		
First Regular Teacher Work Week PreK-12		
	8:00 to 11:00 AM (11:00-12:00 Lunch)	**12:00pm to 3:00 PM**
Last Monday in August	Supt./Principal Staff Meeting	Work in Rooms
Tues. following	District/Building PD	
Wed. following	District/Building PD	
Thurs. following	Work in Rooms	
Fri. following	Labor Day Weekend – School Closed	
Week of Labor Day -- Opening Week of School PreK-12		
	AM	**PM**
Monday	Labor Day – School Closed	
Tuesday	K-12 First Day for Students	PreK-12 Work in Rooms
Wednesday	First full Day for Students K-12 and First Day for County Programs	
Thursday	Full Day for all Students K-12	
Friday	Full Day for Students K-12	

27. If either party to this Agreement wants changes in the first week for staff or the first week for students, such party shall give written notice to the other party of such desire prior to June 1st. If such written notice is given, such two (2) week period of time shall be subject to negotiation.

28. Secondary counselors shall work ten (10) mandatory days in addition to the regular schedule for teachers: five (5) workdays prior to the teacher report date at the beginning of the school year and five (5) workdays after the last teacher workday. Pay for these ten (10) days shall be at a pro rata rate.

29. When Juneteenth falls on a date that affects a KEA Bargaining Unit employee who is scheduled to work past that holiday, then the Bargaining Unit member will be paid an additional per diem amount for this day. Black out date rules apply.

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PEEP Start Date Agreement
8/8/2024

1. Upon further reflection, the Board agrees to delay the start date for students first day of school to Monday, September 9, 2024, with the understanding that the status quo for the student PEEP start date will be the earlier date (same as ECSE state date) for the 2025-2026 calendar; subject to collective bargaining negotiations for the 2025-2026 calendar.

2. Correct January 15 – elementary District and March 12 should be PD for both elementary and secondary and February 19, 2025, PD for secondary District.

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REPORTING TIMES
2023-2024

Secondary:
7:25 Teacher report time
7:31 Student instruction begins
2:20 Student dismissal
2:30 Teacher day ends

Responsibility for students prior to 7:25 AM and beyond 2:30 PM belongs to administration and/or extra duty supervision staff.
Half-day dismissal time: 10:40 AM

Phoenix:
7:20 Teacher report time
7:26 Student instruction begins
1:01 Student dismissal
2:25 Teacher day ends

Responsibility for students prior to 7:20 AM and beyond 2:25 PM belongs to administration and/or extra duty supervision staff.
Half-day dismissal time: 10:30 AM

Elementary:
8:40 Teachers report to classroom/workstation/assigned area
8:44 Buses arrive, students enter classroom/building
8:44 Teacher supervision of students begins
8:50 Student instruction begins/tardy bell
3:52 Student dismissal
3:55 Teacher day ends

Responsibility for students prior to 8:40 AM and beyond 3:55 PM belongs to the administration and/or extra duty supervision staff.
Half-day dismissal time: 12:02 PM for students and 12:05 PM for teachers

Edison Environmental Science Academy (EESA), Woodward School for Technology and Research (WSTAR), and Lincoln International Studies School (LISS)
8:00 Teachers report to classroom/workstation/assigned area
8:04 Buses arrive, students enter classroom/building
8:04 Teacher supervision of students begin
8:08 Student instruction begins/tardy bell
3:10 Student dismissal
3:15 Teacher day ends

Responsibility for students prior to 8:04 AM and beyond 3:15 PM belongs to administration and/or extra duty supervision staff.
Half-day dismissal time: 11:20 AM for students and 11:25 AM for teachers

Linden Grove Middle School
8:03 Teachers report time
8:06 Student instruction begins
2:58 Student dismissal
3:08 Teacher day ends

Responsibility for students prior to 8:03 AM and beyond 3:08 PM belongs to administration and/or extra duty supervision staff.
Half-day dismissal time: 11:13 AM

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Workdays 2020-2021

Bargaining Unit Employee Work Days	
Student Instructional Days (Full and Half Days) Legal Requirement	180
Other Work days (Including Comp Days)	10
Total teacher reports	190
Paid Holidays	4
Total Paid Days for Basic Salary	194

See language regarding Juneteenth holiday not accounted for in the above chart.

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BEHAVIORAL SPECIALISTS RIDER

2024-2025

This Behavioral Specialists Rider controls the terms and conditions of employment for Behavioral Specialists except where Behavioral Specialists are specifically referenced in the main body of the KEA Agreement.

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