

# **AGREEMENT**

**between**

**KALAMAZOO PUBLIC SCHOOLS**

**and**

**THE KALAMAZOO EDUCATION ASSOCIATION**

**2016-2017**

## **INSTRUCTIONS FOR USE OF ELECTRONIC CONTRACT**

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**AGREEMENT**  
**between**  
**KALAMAZOO PUBLIC SCHOOLS**  
**and**  
**THE KALAMAZOO COUNTY EDUCATION ASSOCIATION**  
**(KEA)**  
**2016-2017**

**PREAMBLE**

THE AGREEMENT entered into as of this 27<sup>th</sup> day of July, 2016 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	Literacy Coach
Academic Coach	Mathematics Coach
Acquisitions/Cataloger Librarian	Media Specialist
Bilingual Literacy Coach	Occupational Therapist
Bilingual/ESL Specialist	Physical Therapist
Classroom Teacher	Program Specialist (PEEP)
Classroom Management Coach	Reading Specialist
Co-Op Heads	Reading Recovery Teacher
Department Chairperson	School Nurse
District Literacy Coach	School Psychologist
Driver Education Teacher	School Social Worker
Early Childhood Developmentally Delayed Teacher (ECDD)	Secondary Instructional Specialist
Elementary Instructional Specialist	Special Education Pre-Primary Teacher
Elementary Literacy Interventionist	Special Education Teacher
Elementary Math Academic Teacher Coach	Speech Therapist or Pathologist
Guidance Counselor	Student Support Specialist
Information Literacy Specialist	Contractual Substitutes
Instructional Specialist for the Academically Talented	Summer School Teacher
Instructional Specialist	Teacher Consultant
International Research Facilitator	Teacher of Hearing Impaired
Language Specialist	Teacher of Homebound and/or Hospitalized
Lead Librarian	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.

**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**

Copies of this Agreement shall be printed at the District's expense, with Association Support within thirty (30) days after the Agreement is signed and presented to all employees now employed, hereafter employed, or when an individual contract is offered. Two hundred (200) copies of the Master Agreement shall be furnished to the Association for its use.

**ARTICLE 2 – ASSOCIATION AND TEACHER RIGHTS**

**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 his/her membership in the Association, his/her participation in any lawful, approved activities of the Association or collective professional negotiations with the District, or his/her 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 his/her representative of his/her presence in the building and make arrangements with the principal or his/her 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.

**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**

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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 ancillary staff 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 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. 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 his/her 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.

### **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.

**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.

**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 includes 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 – ASSOCIATION DUES OR FEES**

Article removed to Appendix and made inoperable in compliance with PA 349 of 2012.

**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.



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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 (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 work day 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 work day 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.

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

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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 make transportation impossible, the employee shall (1) contact their designated supervisor; and (2) report for work as soon as conditions clear. When a teacher is delayed by the above conditions, the absence – in half-day increments – may be deducted from personal business leave. If no such leave is available, there will be a pro-rata pay deduction.

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. When regular school buses do not run, the Superintendent should consider this a factor in determining whether or not school should be closed.

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.

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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 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.

No waiver shall be granted for class size to exceed twenty-nine (29) students in a classroom.

7. All initial variances from the above criteria shall be corrected no later than the Friday after the week which contains 4<sup>th</sup> 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:

<b>Subject</b>	<b>Class Size</b>
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 2012-2015 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.

Commencing with the 2011-12 school year, 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 District shall take all reasonable steps to provide the Master Schedule, prepared to allow student scheduling, to secondary guidance counselors by the end of the first week of May each year. 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.

**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 print their attendance from E-School, fill out the form and attach attendance for sections eligible for overages. The teacher should then have the building administrator verify (sign-off) on the attendance list, and submit the documentation to Human Resources within ten (10) school days after the end of the trimester. Payment for class size overages will be paid within two (2) pay periods after the close of each trimester described.

The above process shall also be used for payment for extra preparations. Attach a copy of the teaching schedule, with the building administrator's verification, and submit to Human Resources not later than ten (10) school days after the end of the trimester. Payment for extra preparations will be within two pay periods after the close of the trimester.

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 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.

**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: Guidance Counselors and 504 Plans**

High School Guidance Counselors will not facilitate 504 Plans for 2016-2017 School Year.

**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**

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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**

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.

**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.

**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.

**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, 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**

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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 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

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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

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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 Appendix B.

**Section D: Accreditation Facilitators**

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.

**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 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.

**Section M: Special Area Assignments**

The District will attempt to schedule art, music, physical education classes such that no elementary classroom is serviced by more than one (1) special area teacher.

**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 Master List 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. 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 Master List deadline, provided the employee has previously received tenure as a full-time teacher. A request for full-time status made after the Master List 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.
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 1<sup>st</sup> 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) work days 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) work days. 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.

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 1<sup>st</sup>. Such ancillary staff assignment need not be reposted the following spring. After August 1<sup>st</sup>, 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



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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.

Ancillary staff members on an IDP (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. 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 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

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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.

### **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 61<sup>st</sup> 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:

<u>MEN</u>		<u>WOMEN</u>	
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/performance 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: Magnet School and Alternative Program Ancillary Staff Selection**

For the purpose of the procedures outlined below, the classification of "Magnet School" shall be limited to the following schools: Lincoln International Studies School, The Woodward School for Technology and Research, Washington Writers' Academy, Edison Environmental Science Academy, Northglade Montessori Magnet School, Maple Street Magnet School for the Arts, Woods Lake Elementary: Magnet Center for the Arts, Milwood Middle School Magnet: A Center for Math, Science and Technology, and Spring Valley Center for Exploration. Classification of "Alternative Program" shall be limited to the following sites: New City High School (or its successor), Vine Alternative School, Continuing Education for Young Families (CEYF) (or its successor), and the Phoenix Alternative Program (or its successor).

Every candidate for an ancillary staff position at one of the District's Magnet Schools or Alternative 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 at the District's Magnet Schools and Alternative Programs:

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.

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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 Magnet School or an Alternative Program should show evidence of training and/or experience in methodology such as alternative team teaching strategies, team teaching, thematic/integrated instruction, alternative classroom behavior strategies, whole language instruction, and working and training with multiple intelligences. Further, every candidate for an ancillary staff position in an Alternative Program should understand the dynamic environment of alternative education and be flexible and open to change; and every candidate for an ancillary staff position in a Magnet School should understand the professional development opportunities and responsibilities of the magnet site and, preferably, demonstrate familiarity or experience with the magnet theme.
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.
4. In the case of the Magnet School, successful candidates for an ancillary staff position at such a site must commit to stay at such school for a minimum of three (3) years. No ancillary staff employee at a Magnet School will be allowed to transfer to another building without the agreement of the Assistant Superintendent of Human Resources during such three (3) year period for which a “no-transfer” commitment has been made. The three (3) year requirement shall not apply to involuntary transfers.
5. All ancillary staff members assigned to a Magnet School or Alternative Program as of August 20, 2001, shall be “grandfathered” with respect to the staffing guidelines outlined above and shall not be required to re-apply for their position, re-submit qualifications, nor make any commitment regarding forfeiture of transfer rights.

## **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 Master’s 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.
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 –ANCILLARY STAFF EVALUATION**

### **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 Guidance 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. 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 C. 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.

### **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 tenure 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

A non-tenured ancillary staff employee hired before July 19, 2011, shall be eligible to attain tenure after four (4) full school years of employment. A non-tenured ancillary staff employee hired on or after July 19, 2011, shall be on probation for the first five (5) full school years of employment, and the following provisions shall apply:

- 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

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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) work days 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. 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) work days of 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.



**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 1, 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 15 for a one-year PGP, and May 1 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 classroom observations are not required, but must be conducted at least once every three (3) years or as required by law. If the District chooses to do formal classroom observations of an ancillary staff employee more frequently, or if the ancillary staff employee

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requests that an observation be included in their annual evaluation, then such observations shall be conducted by the ancillary staff employee's building 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) work days 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 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.)**

### **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 III 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 III 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) work days following the meeting.

Unless the ancillary staff employee and supervisor agree otherwise, at least two (2) formal classroom observations shall be conducted at least twenty (20) work days apart, with the first observation taking place no less than fifteen (15) work days 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) work days 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 Classroom Observation Form. The ancillary staff employee and the administrator shall each retain copies of both forms.

Within forty-five (45) work days 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 II.

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) work days 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 III 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) work days 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) work days 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:

- A full description of each deficiency;
- Specific steps for remedying each deficiency;
- Adequate assistance for achieving improvement;
- Clear timelines for assistance and improvement;

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- 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 III – 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) work days 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 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) work days 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) work days 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.

## **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.

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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 III – 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:

<b>Tenure Status</b>	<b>Frequency</b>	<b>Deadline</b>
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 1 for end-of-year (or no later than 150 work days following start date).
Track II (Non-probationary)	Annual	May 1 (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)	December 10 (mid-year) and May 1 (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 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.

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/departments meetings, building professional development, staff meetings, and other professional conversations.

## **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 teachers and staff 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 during the times allocated within the Calendar or on their own time outside regular duty time. If an employee has completed their required PD hours, the six (6) flexible hours are optional (see summary of PD hours).

### **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 work day in August.
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. The Guiding Questions Form will be used in this process.
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

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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, he/she will be paid curriculum rate for the actual training time.
8. After each Professional Development (PD) session, including Grade-Level and Department Meetings, participants will be asked to provide written feedback, electronic or hard copy at the District's option. Such feedback will be returned to the facilitator and Teaching and Learning Services (TLS). The feedback will be collected and tabulated on an anonymous basis and used to assess the 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) work days. It is recognized that there may be circumstances where the forms and/or summaries may not be available for up to thirty (30) work days. 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 will make reasonable efforts to file the necessary documentation with the MDE to have District-provided, regularly-scheduled, Professional Development (PD) sessions qualify for issuance of SB-CEUs. This may include back-to-school PD, grade-level/department PD, building PD, and District PD.
11. KEA staff members with extracurricular or after school assignments will request in writing at least ten (10) work days 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) work days 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) work days of the missed meeting. See Attachment C.
12. Each KEA staff member – according to grade level, content area, or other specialty – will have a designated location for each Professional Development session or activity. Staff members who fall into a well-defined but otherwise very small group of individuals, may be pooled into appropriate larger groups for Professional Development sessions/activities and Grade-Level/Department



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Meetings. The composition of these groups will be provided to the Association before the first teacher work day 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 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.

## **ARTICLE 15 – PROFESSIONAL BEHAVIOR**

### **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 not applicable to teachers**

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 ancillary staff members reflect adversely upon the ancillary staff member and create undesirable conditions in the school building. The District, in recognition of the concept of progressive correction, shall notify the ancillary staff member in writing of alleged delinquencies within five (5) work days, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of professional behavior shall be promptly reported to the offending ancillary staff member and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any ancillary staff member.

### **Section C: Just Cause applicable to ancillary staff only**

No ancillary staff member shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage or denied continued employment without just cause. Any such discipline, reprimand, reduction in rank, compensation or advantage, or denial of continued employment including adverse evaluation of ancillary staff's performance asserted by the District, or representative thereof, shall be subject to the professional grievance procedure hereinafter set forth provided, however, that the arbitration step of the grievance procedure shall not be available for any matter covered by the Tenure Act or the adjudication of any complaint by a probationary employee dealing with final evaluation. All information forming the basis for disciplinary action shall be made available to the ancillary staff upon request.

### **Section D: Ancillary Staff Member Conference**

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No disciplinary action against an ancillary staff member shall be taken on the basis of a complaint by the District or its designated agent, parent, or student unless the matter is first discussed with the ancillary staff member. A report of such disciplinary action which becomes a matter of record shall be submitted to the ancillary staff member and a copy may be included in the ancillary staff member's personnel file, provided however, said ancillary staff member is allowed to include a reply.

If an ancillary staff 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.

#### **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 his/her 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) work days 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 his/her teaching obligations will allow, full particulars of the incident in writing. The principal or designee will communicate his/her 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. 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 his/her 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 himself/herself 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 his/her 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 law will be scheduled for staff hired after the start of the 1990-91 school year 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 his/her 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**

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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 him/her.

**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 by a student during the course of his/her 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.

The district shall comply with Section 1310 of the Michigan Revised School Code (MCL 380.1310).

## **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. Following such informal discussion, the parties shall draft and sign a joint memorandum specifying the date of the discussion, the issue and the disposition. Because the parties believe in resolving disputes at the earliest possible level, the employee and building principal are encouraged to take a reasonable period of time to discuss their differences and explore potential resolution. Following such informal discussion, the parties may draft and sign a joint memorandum specifying the date of the discussion, the issue and the disposition.

#### **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 informal discussion, or the date on the memorandum above, if one exists, initiate formal proceedings by printing on a paper grievance form or filing an electronic version of completing Step 1, Parts A through D, of the Grievance Report form (Page 108) and filing it with the administrator whose signature appears on the informal memorandum or 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.

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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 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.

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 - 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.

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### **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 the final evaluation, 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).

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.

### **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) work days 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.

**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. 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 30<sup>th</sup> or within twenty-one (21) calendar days, whichever is later.

**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:

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

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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) work days 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 work day prior to the absence date.

#### **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

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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 work day 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 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 30<sup>th</sup> 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 work day. It is understood that 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.

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) work days 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 work day 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) work days 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 work day 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) work days 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.

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**

### **Section A: Unpaid Leave**

An unpaid leave of absence shall:

1. Entitle the ancillary staff member to the same position that the ancillary staff 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 teacher to the same position that the teacher held at the time of

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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 ancillary staff 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 ancillary staff member to the same position that the ancillary staff 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 ancillary staff member shall return prior to the end of the school year.
3. Even though Sections 1 and 2 give a particular ancillary staff member the right to return to the same position held prior to the commencement of the unpaid leave of absence, the District retains the right to utilize said ancillary staff member as a contractual substitute in their building if such ancillary staff member returns at a time when it would be untimely for the District to assign said ancillary staff member to his/her regular classroom assignment (i.e., an ancillary staff member who has been out for eighty-five (85) student days would not immediately return to his/her ancillary staff 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 he/she is 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 ancillary staff member maintains his/her right to return to the 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.

**Section C: Layoffs**

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

**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 his/her 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**

### **Section A: Sabbatical Leave**

The School District agrees to promote and encourage sabbatical leaves.

### **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 an ancillary staff member to the position held immediately prior to the leave or will enter an agreement about placement before the ancillary staff 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 Appendix A. Appendix B sets forth extra duty salaries. The salary schedule for 2016-2017 reflects a TBD percent (TBD%) increase in the BA base over the “revised” salary schedule of 2015-16. .

The 2016-17 base pay increase will be determined following an Open Enrollment period in the fall to allow employees a choice to: 1) continue enrollment in Choices II, or 2) switch to MESSA ABC Plan 1. The District’s net premium savings for the KEA bargaining unit, less the District’s cumulative deductible subsidy for employees choosing MESSA ABC, will be applied as a uniform percentage increase to the BA Base (in addition to a 0.09% increase to the BA base), inclusive of FICA and MPSERS costs on the salary schedule increase.

An additional salary schedule increase will occur in the event that the audited fall 2016 enrollment is:

	If Fall 2016 Enrollment is	Then Salary Increase is
1	12,858 to 12,923	0.20%
2	12,924 to 12,989	0.40%
3	12,990 to 13,005	0.55%
4	13,056 to 13,121	0.70%
5	13,122 to 13,187	0.85%
6	13,188 to 13,253	1.00%

This enrollment incentive payment, if any, will be applied to the BA Base retro-actively to the start of the school year

Also, the parties shall again consider an enrollment component to be applicable to the 2017-2018 school year, as part of negotiations for a successor agreement.

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 weeks of hire or increased assignment.

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

### Section B: Insurance

The employer shall provide a MESSA–PAK Insurance plan or cash option to all bargaining employees . employees, as described below. 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



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	\$1000/2000 annual Out-of-Network deductible
	\$20/25/50 OV/UC/ER (Office Visits/ Urgent Care/ Emergency Room) co-pay
	<u>SAVER Rx</u>
	<u>Includes Preventative Hearing Care</u>
	<u>Adult Immunizations</u>
<u>Long Term Disability</u>	66 2/3
	\$5,000 maximum/month
	90 calendar day - modified fill
	Freeze on offsets
	Pre-existing condition waiver
<u>Negotiated Life</u>	\$10,000 and \$10,000 AD & D
<u>Vision</u>	VSP 3 - Gold
<u>Delta Dental</u>	
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

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

<u>Long Term Disability</u>	66 2/3
	\$5,000 maximum/month
	90 calendar day - modified fill
	Freeze on offsets
	Pre-existing condition waiver
<u>Negotiated Life</u>	\$10,000 and \$10,000 AD & D
<u>Vision</u>	VSP 3 - Gold
<u>Delta Dental</u>	
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
<u>“Cash in Lieu”</u>	\$100 / month

**Full Medical with HSA (Plan C)** – Available to only ONE spouse if both spouses are KPS employees (Available effective January 1, 2017)

<u>Health</u>	MESSA Account Based Choices(ABC) Plan 1 - \$1300/2600 In-Network deductible
	\$2600/5200 annual Out-of-Network deductible
	<u>*Or minimum “High Deductible Plan” deductible allowed per IRS Regulations.</u>
	<u>MESSA ABC Rx</u>
	<u>Includes Preventative Hearing Care</u>
	<u>Adult Immunizations</u>
<u>Health Savings Account</u>	<u>HSA Administered by Health Equity</u>
	\$800/1600 to be contributed by District in January (pro-rated for new hires after January 1)

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	Mandatory \$200/400 to be contributed by employee through biweekly deduction
<u>Long Term Disability</u>	66 2/3 \$5,000 maximum/month 90 calendar day - modified fill Freeze on offsets Pre-existing condition waiver
<u>Negotiated Life</u>	\$10,000 and \$10,000 AD & D
<u>Vision</u>	VSP 3 - Gold
Delta Dental	
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

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.

Commencing with the first pay period following September 1, 2016, all employees 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. Unless otherwise stated, employees shall pay any other annual costs of medical coverage not paid by the District. (For example, on a quarterly basis, the employees will continue to pay their portion of health insurances taxes per PA of 152 of 2011.)

**Effective September 1, 2016, the** employee contribution rates, per pay period, for ~~2015-16~~ **2016-2017** are as follows:

Plan A ( <b>Choices II</b> )	Pay Periods	Single	2-Person	Family
with Coordinated Dental	21	<b>\$67.46</b>	<b>\$151.15</b>	<b>\$190.66</b>
	26	<b>\$54.49</b>	<b>\$122.08</b>	<b>\$153.99</b>
w/o Coordinated Dental	21	<b>\$68.93</b>	<b>\$154.08</b>	<b>\$195.82</b>
	26	<b>\$55.68</b>	<b>\$124.45</b>	<b>\$158.16</b>

Plan B (Supplemental)	Pay Periods	Single	2-Person	Family
with Coordinated Dental	21	<b>\$1.68</b>	<b>\$3.39</b>	<b>\$6.77</b>
	26	<b>\$1.36</b>	<b>\$2.74</b>	<b>\$5.47</b>
w/o Coordinated Dental	21	<b>\$3.11</b>	<b>\$6.47</b>	<b>\$12.32</b>
	26	<b>\$2.51</b>	<b>\$5.23</b>	<b>\$9.95</b>

Effective January 1, 2017, 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 premium. 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.

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Starting January 1, 2017, the The employee contribution rates, per pay period, for 2015-16 **2016-2017** are as follows:

Plan A (Choices II)	Pay Periods	Single	2-Person	Family
with Coordinated Dental	21	<del>\$67.46</del> <b>\$93.68</b>	<del>\$151.15</del> <b>\$210.13</b>	<del>\$190.66</del> <b>\$264.06</b>
	26	<del>\$54.49</del> <b>\$75.66</b>	<del>\$122.08</del> <b>\$169.72</b>	<del>\$153.99</del> <b>\$213.28</b>
w/o Coordinated Dental	21	<del>\$68.93</del> <b>\$95.15</b>	<del>\$154.08</del> <b>\$213.06</b>	<del>\$195.82</del> <b>\$269.23</b>
	26	<del>\$55.68</del> <b>\$76.85</b>	<del>\$124.45</del> <b>\$172.09</b>	<del>\$158.16</del> <b>\$217.45</b>

Plan B (Supplemental)	Pay Periods	Single	2-Person	Family
with Coordinated Dental	21	\$1.68	\$3.39	\$6.77
	26	\$1.36	\$2.74	\$5.47
w/o Coordinated Dental	21	\$3.11	\$6.47	\$12.32
	26	\$2.51	\$5.23	\$9.95

<i>Plan C (ABC Plan 1)</i>	<i>Pay Periods</i>	<i>Single</i>	<i>2-Person</i>	<i>Family</i>
<i>with Coordinated Dental</i>	<i>21</i>	<i><del>\$60.90</del></i> <b><i>\$136.40</i></b>	<i><del>\$136.40</del></i> <b><i>\$172.31</i></b>	<i><del>\$172.31</del></i> <b><i>\$139.17</i></b>
	<i>26</i>	<i><del>\$49.19</del></i> <b><i>\$110.17</i></b>	<i><del>\$110.17</del></i> <b><i>\$139.17</i></b>	<i><del>\$139.17</del></i> <b><i>\$177.47</i></b>
<i>w/o Coordinated Dental</i>	<i>21</i>	<i><del>\$62.38</del></i> <b><i>\$139.34</i></b>	<i><del>\$139.34</del></i> <b><i>\$177.47</i></b>	<i><del>\$177.47</del></i> <b><i>\$143.34</i></b>
	<i>26</i>	<i><del>\$50.38</del></i> <b><i>\$112.54</i></b>	<i><del>\$112.54</del></i> <b><i>\$143.34</i></b>	

Based on the Plan renewal rates provided by MESSA each spring, the contribution rates above will be revised annually, and distributed to all employees before May 15, or as soon as possible. An Open Enrollment period for each year will take place beginning approximately May 15 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 school year.

All 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.

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.

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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 three hundred dollars (\$300) per month – four hundred dollars (\$400) 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) work days prior to the employee report date at the beginning of the school year and five (5) work days after the last employee work day. 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. Anything paid under previous agreements through June 30, 1994, will continue to be paid and not eligible for compensatory time unless mutually agreed to by the parties.

At each work site, the appropriate administrator and the employees can decide how lost planning time shall be addressed. A practice shall be established which can include one (1) or more of the following three (3) remedies:

1. 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.
2. A substitute will be utilized to make up the lost planning time at a mutually-agreeable time.

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3. The employee shall be compensated for lost planning time at the then-existing curriculum rate.

A record of comp time hours shall be maintained by the building office. If the compensatory time is not used by the end of the school year, the teacher shall submit a time sheet (which will be available in the building office), to the building administrator for verification, by the last day of the school year. The time shall be paid at the Schedule B curriculum rate within two pay periods after the last day of the school year.

### **Section G: Bargaining Unit Employee Release**

A 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, 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) step 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 scale and step 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 scale and step 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**

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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

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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.

**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).

**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 after having completed fifteen (15) full years of service. Upon retirement from service, the employee shall receive a sum equal to one-half ( $\frac{1}{2}$ ) of one (1) percent of the then current BA base salary 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 (MPERS) 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.

If a bargaining unit employee retires from his/her employment with the District with 30 or more years of service in MPERS, 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.

**Section Q: Amounts Payable at Time of Retirement**

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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.

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 one thousand dollars (\$1000) per District semester, with a maximum of three hundred dollars (\$300) 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) not provided by the District, shall be reimbursed the sum of up to one hundred fifty dollars (\$150) per credit hour, or up to twenty-five dollars (\$25) per SCECH, 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 four thousand six hundred dollars (\$4,600). 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 SCECH 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 SCECH– 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 one thousand dollars (\$1,000).



**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 Mileage**

Nurses shall be required, as part of their regular duties, to transport students in their automobiles when necessary. Such nurses shall be paid an allowance of forty-five dollars (\$45) a school month worked, not to exceed a maximum of four hundred fifty dollars (\$450) a school year. Nurses who worked during the summer school session shall be paid an allowance on the same basis during the summer months worked or an additional sixty dollars (\$60) for a six (6) week summer session. 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.

**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.

**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 equal to eight (8%) percent of the BA Base, 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.

**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<sup>st</sup>.

**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:

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.

1. 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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2. 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.

## **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**

In the event that a study committee is established for the purpose of reviewing new or existing curriculum, committee employees will be selected by the appropriate administrative department following posting of the committee. 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.

### **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**

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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**

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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.

## **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

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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 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 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

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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) week days 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 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.

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

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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.

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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 and interviews may be conducted. Priority will be given first to KEA members who have completed a qualifications match and are assigned to the same building as the mentee and second to KEA members who have completed a qualifications match and are assigned to a different building than the mentee. If more mentors are still needed, the process will be open to retired KEA members who have completed a qualifications match. Recommendations will be made to the Superintendent. All qualifications being otherwise equal, seniority would prevail.

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 will visit the classrooms of their mentees to observe, model and otherwise offer support to each mentee. Release days and compensation will be allocated according to the following schedule:

Mentees	Compensation	Release Days (May be Used in ½-day Increments)
6-8	5 percent of BA base	8
4-5	4 percent of BA base	8
3 or less	3 percent of BA base	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).

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.

## **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.

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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 work day, the employee shall be released from duties without loss of time or pay.
5. The Parties agree that decisions of staffing and policies which would directly effect 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.

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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.

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;

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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 week’s 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) week’s advance notice is given, tenure forfeiture shall be the sole and only action taken against a bargaining unit employee

**ARTICLE 34 – DURATION OF AGREEMENT**

THIS AGREEMENT supersedes all previous Articles of Agreement between the parties and shall become effective as of 27<sup>th</sup> of August 2016, and shall remain effective until the 16<sup>th</sup> of August, 2017

**KALAMAZOO PUBLIC SCHOOLS**

**KALAMAZOO EDUCATION ASSOCIATION**

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Shelia Dorsey-Smith  
Its Assistant Superintendent of Human Resources

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Amanda Miller  
Its President

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Gary Start  
Its Deputy Superintendent

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Vanessa Hayes  
Its Secretary

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Barb Ruga  
Its Chief Negotiator

---

Tim Russ  
Its UniServ Consultant



## **APPENDIX 1: ATTACHMENTS**

### **Attachment A-Former Article 5**

#### **Section A: Authorization and Deduction of Dues**

Any employee who is a member of the Association, or who applies for membership therein, may sign and deliver to the District an assignment authorizing deduction of membership dues in the Association, including NEA and MEA. Such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of any year. Pursuant to such authorization, the District shall deduct the “designated biweekly dues deduction” from the biweekly paychecks of the teacher beginning with the second payroll of the school year and ending when the teacher has fulfilled their annual dues obligation. The “designated biweekly dues deduction” for all members shall be one-sixteenth (1/16<sup>th</sup>) of the maximum possible annual dues for the school year as determined by the Association in writing to the District no later than September 1. Deductions for members employed after the commencement of the school year, or returning from Leave of Absence, shall be made in equal installments of no less than the “designated biweekly dues deduction” so that the teacher’s annual dues obligation is met no later than the 21<sup>st</sup> pay period of the school year.

#### **Section B: Non-Member Fees**

Any employee who is not a member of the Association in good standing (including bargaining unit employees on leave status) or who does not make application for membership within thirty (30) calendar days beginning with the date of the commencement of teaching duties or any teacher hired thereafter within thirty (30) calendar days after the date of employment, as a condition of employment, shall pay as a fee to the Association an amount equal to membership dues payable to the Association, the NEA and the MEA, provided; however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Section A. Employees who fail to comply with the above requirement shall be dismissed from their employment by the District according to the following procedures:

1. The Association shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the District in the event compliance is not affected.
2. If the employee fails to comply, the Association may, in writing, with a copy sent to the teacher, demand that the District terminate the teacher’s employment.
3. The District or its authorized agents, upon receipt of such demand for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said act. In the event of compliance at any time prior to discharge, charges shall be withdrawn.

Pursuant to Chicago Teachers Union V Hudson, 106 S CT 1066 (1986), the Union has established a “policy regarding objections to political-ideological expenditures”. That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit employees. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning application and interpretation of this article shall be subject to the grievance procedure set forth in this agreement, or any other administrative or judicial procedure.

**Section C: Check-Off Remittance**

With respect to all sums deducted by the District pursuant to authorization of the teacher, whether for membership dues or equivalent fee, the District agrees promptly to remit the same to the Association accompanied by the alphabetical list of teachers for whom such deductions have been made.

**Section D: Authorization Forms**

The Continuing Membership Form containing payroll deduction authorization, when properly signed and submitted to Human Resources shall be accepted as authorization for payroll deduction of United Profession dues.

**Section E: Save Harmless**

The Association agrees to indemnify and save the District harmless from and against any and all claims, suits, and/or any other form of liability that may arise out of or by reason of any action taken by the District in reliance upon or in compliance with the terms and provisions of this Article.

**Attachment B- Arbitrator List**

KALAMAZOO PUBLIC SCHOOLS & KALMAZOO EDUCATION ASSOCIATION

**ATTACHMENT B**

The District and Association Agree to the following panel of arbitrators for the duration of the 2016-2017 Agreement:

Deb Brodsky

William E Long

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.

Attachment C- Professional Development Excusal Form

<h2 style="margin: 0;">Request to be Excused from Required Duties</h2> <p style="margin: 0;"><b>Requests should be made in writing at least 10 work days in advance</b></p> <p style="margin: 0;">(Requests can only be made as it pertains to Kalamazoo Public Schools academic and/or athletic <span style="color: red;">and/or</span> 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 <u>required</u>.)</p> <p style="margin: 0;"><b>***This form is not to be used for missed PD as a result of an illness, jury duty, bereavement and/or personal business days.***</b></p>	
Employee's Name:	
Date of Request:	
Reason for Request:	
<b>Event Requesting to be Excused from:</b> <input type="checkbox"/> Staff Meeting <input type="checkbox"/> Bldg. PD <input type="checkbox"/> District PD <input type="checkbox"/> Grade Level/Dept. PD (Check one)	
<b>Approved:</b> <input type="checkbox"/> <i>of</i>	<b>Not Approved:</b> <input type="checkbox"/> <i>(Administrator shall respond in writing within five (5) work days of receipt of request)</i>
Signature (Principal or Appropriate Administrator)	Date
<h2 style="margin: 0;">Teacher's Reflection on Missed Material</h2> <p style="margin: 0;">(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) work days of the missed event.)</p>	
Teacher's Reflection:	
Signature (Employee)	Date

**Attachment D.1- 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

**Attachment D.2 Arraignment Form**

**Arraignment Disclosure Form**

(School District or Non-Public School Name)

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
School Name (Please Print)

\_\_\_\_\_  
School District (Please Print)

\_\_\_\_\_  
Position (Please Print)

\_\_\_\_\_  
Date of Arraignment (Please Print)

Pursuant to Public Act 131 of 2005, I, hereby disclose that I was arraigned on the  
aforementioned date for the criminal offense of \_\_\_\_\_

in \_\_\_\_\_ Court, located in the State of \_\_\_\_\_,  
\_\_\_\_\_, County of \_\_\_\_\_.

In signing this form, I acknowledge that I understand that failure to disclose this information is a violation of Public Act 131 and can result in action being taken relative to my certification and/or employment.

In signing this form, I acknowledge that I understand that should I be convicted of or pled guilty or nolo contendere (no contest) nor am I the subject of a 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

Send Form to: Dr. Flora L. Jenkins, Director  
Office of Professional Preparation Services  
P.O. Box 30008  
Lansing, Michigan 48909

**Attachment E- Grievance Form**

**Kalamazoo Public Schools and Kalamazoo City Education Association  
GRIEVANCE REPORT**

Grievance No. _____	Date filed _____	<b>DISTRIBUTION AT FINAL RESOLUTION:</b>
Name of Grievant(s) _____		white - Asst. Supt. Human Resources; canary – Principal;
Building/Work Site _____	Assignment _____	pink - Association; goldenrod -Teacher
<b>STEP I BUILDING LEVEL</b>		
A. Date Cause of Grievance Occurred _____		DO NOT SEPARATE - SUBMIT TO PRINCIPAL IN QUADRUPLICATE Date Meeting Held _____
B. Statement of Grievance _____ _____ _____		
C. Specific Section(s) of Contract Alleged to Have Been Violated _____ _____ _____		
D. Relief Sought _____ _____ _____		
E. Disposition of Principal _____		Signature of Grievant(s) _____ Date _____
		Signature of Principal _____ Date _____
F. Position of Grievant(s) _____		Date _____
G. Position of Association _____		Date _____
<b>STEP II CENTRAL ADMINISTRATION</b>		
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(s) _____		Signature of Grievant _____ Date _____
D. Position of Association _____		Signature _____ Date _____
<b>STEP III SUPERINTENDENT</b>		
A. Date Received by Superintendent _____		Date Meeting Held _____
B. Disposition of Superintendent _____ _____ _____		
		Signature of Superintendent _____ Date _____
C. Position of Grievant(s) _____		Signature _____ Date _____
D. Position of Association _____		Signature _____ Date _____
<b>STEP IV ARBITRATION</b>		
A. Date Submitted to Arbitration _____		
B. Party Submitting Dispute 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.

If additional space is needed in reporting any Section of this Grievance Form, attach an additional sheet.

## **APPENDIX 2: LETTERS OF AGREEMENT**

### **Letter of Agreement #1-**

**LETTER OF AGREEMENT #1**  
**between**  
**KALAMAZOO PUBLIC SCHOOLS**  
**and the**  
**KALAMAZOO EDUCATION ASSOCIATION**

### **RE: Middle School Schedule Change to a Six (6) Period Day Trimester Six (6) Marking Periods**

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 [six (6) marking periods] middle school schedule. The parties have agreed that the following provisions shall be effective for the 2016-2017 school year:

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 Section 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. 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 a third percent (3.33%) of the BA Base 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 marking



## Appendices 2016-2017

period or on any day shall not exceed one hundred fifty-eight (158) students per school day and thirty-five (35) students per class period.

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.

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 (4<sup>th</sup>) prep for core teachers, or a fifth (5<sup>th</sup>) prep for 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 6<sup>th</sup> grade art (2 times), 7<sup>th</sup> grade art (2 times), and 8<sup>th</sup> 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.

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7. The parties have agreed that there will be six (6) week marking periods for the middle school program. To facilitate this, one-half (½) day of record keeping will be provided at the end of marking periods 1, 3, and 5.  
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 work day of the week following the end of the trimester. Mid-marking period reports may be utilized at the option of each middle school teacher. 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 TAC.
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.  
  
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

## Appendices 2016-2017

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 2016-2017 school year and may be renewed and/or renegotiated no later than April 1, 2017, 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:

/s/Millie Lambert  
August 1, 2014

For the Kalamazoo Public School District:

/s/Sheila Dorsey  
August 1, 2014

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

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

Sample Trimester Schedules

<b><u>SAMPLE ONE</u> -- TRIMESTER SCHEDULE</b>								
Proposed		1 <sup>st</sup> Period	2 <sup>nd</sup> Period	3 <sup>rd</sup> Period	4 <sup>th</sup> Period	5 <sup>th</sup> Period	6 <sup>th</sup> 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
<b>NOTES:</b>		4 Core Courses – meets every day for a full year				12-week required courses PE meets for one trimester (12 weeks)		

<b><u>SAMPLE TWO</u> -- TRIMESTER SCHEDULE</b>								
Proposed		1 <sup>st</sup> Period	2 <sup>nd</sup> Period	3 <sup>rd</sup> Period	4 <sup>th</sup> Period	5 <sup>th</sup> Period	6 <sup>th</sup> 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.		
<b>NOTES:</b>		4 Core Courses – meets every day for a full year				12-week required courses PE meets for one trimester (12 weeks)		

**ELECTIVES**

6<sup>TH</sup> Period

ELA or Math extended learning courses

OR

Three (3) of the following trimester courses:

(1<sup>st</sup> priority for those in need)

ONE of the following full-year electives:

- Band
- Orchestra
- Choir

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

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	<b>5 preps this year</b> 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	<b>6 preps this year</b> 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	<b>6 preps this year</b> 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	<b>4 preps this year</b> 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	<b>3 preps this year</b> 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	<b>3 preps this year</b> 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	

**Letter of Agreement #2 Staffing for Racial Balance**

**LETTER OF AGREEMENT #2**  
**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
- 8) Developmental Program:

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- 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  $39 \div 260$  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.
    - 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.

### III. MONITORING RACIAL BALANCE

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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

/s/ Mary Weber

May 10, 2006

May 10, 2006

Revised: November 11, 1988, May 10, 2006, August 5, 2009, January 13, 2013

**Letter of Agreement #3 Student Service Committee**

**LETTER OF AGREEMENT #3  
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.

**Letter of Agreement #4- Trimester Scheduling at The High Schools**

**LETTER OF AGREEMENT #4**  
**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 2016-2017 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. 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.
- G. 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 (4<sup>th</sup>) 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).

- H. 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.
- 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 calendar agreement, high school exams shall take place prior to the end of each trimester. All exams will be seventy (70) minutes in length during a ninety (90) minute period and will be administered at the end of each trimester. There shall be no more than two (2) exams per day.

The first exam day shall be one exam, the second period exam during second period. The second period shall be ninety (90) minutes in length by adding twenty (20) minutes to the beginning of the period by reducing 1<sup>st</sup> period by twenty minutes. School will be in session the full day following the regular school day schedule for the remainder of the day.

On the second day, which will be a full day, exams one and three shall take place in the AM. Each period will be ninety (90) minutes in length, for each seventy (70) minute exam.

On the third day exams four and five shall take place in the AM. Periods will be equal in with ninety (90) minutes in length, for each seventy (70) minute exam. Teachers will have one (1) hour lunch followed by records time in the PM. A full day of record keeping will immediately follow the exam days.

- P. Grades are due by 3:30 pm 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. A special education teacher, responsible for providing services to special education students assigned to a Freshman Academy, shall be included as a member of a Freshman Academy teaching team, and shall have the same seventy (70) minute block of planning.

- 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.

### **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. 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. Teams at Loy Norrix and Kalamazoo Central shall be configured as follows:

Loy Norrix – All sophomores will be organized into small learning communities called “Sophomore Academy” for the 2016-2017 school year. Each team may include core content teachers in English, math, science and social studies. Some courses may be offered for students who did not earn all or some of their core credit during their freshman year. In the event that Loy Norrix High School wishes to extend the small learning communities structure beyond grade 10, such modification shall be done in an addendum to this Letter of Agreement no later than May 1 of each subsequent school year.

Kalamazoo Central – Continuing in the 2016-2017 school year, five (5) theme-based schools will be established at Kalamazoo Central.

- D. Each theme-based school, academy or house shall have a 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. The Team Leader will be responsible for coordination of goals as determined by the Team. See Section IV below for more details.

### **IV. FRESHMAN ACADEMY, SOPHOMORE ACADEMY AND TEAM LEADERS**

- A. Selection: Each Academy and each Team shall have a Team Leader 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 Academy or Team Leaders shall be compensated in accordance with the extra-duty schedule applicable thereto. 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 23, 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 central-office administrators designated by

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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 or 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.

- a. Compensation: Academy and Team Leaders will be compensated an additional three and a third (3.33%) percent of the BA Base for their additional responsibilities.

## V. ADDITIONAL CONDITIONS RELATED TO THE TRIMESTER SCHEDULE

- A. This Letter of Agreement is for the 2016-2017 school year and may be renewed and/or renegotiated no later than April 1, 2017, 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/Millie Lambert  
August 17, 2009

For Kalamazoo Public School District  
/s/Mary Weber  
August 17, 2009

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



**Letter of Agreement #5 Family Medical Leave Act**

**LETTER OF AGREEMENT #5**  
**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

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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.

### 6. Military Caregiver Leave

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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

## 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](http://WWW.WAGEHOUR.DOL.GOV)

U.S. Department of Labor | Wage and Hour Division



WHD Publication 1420 - Revised February 2013

**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 seven hundred dollars (\$700) 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

**Letter of Agreement #7-Non-KEA Bargaining Unit Member EFE Teachers**

LETTER OF AGREEMENT #7  
Between the  
KALAMAZOO EDUCATION ASSOCIATION  
And  
KALAMAZOO PUBLIC SCHOOLS

**RE: Non-Kalamazoo Education Association bargaining unit employees teaching Education for Employment (EFE) 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 Education for Employment (EFE) 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 prior to August 16, 2017. As long as these programs continue the District shall contribute the sum of \$1,000.00 per year to the Kalamazoo Education Association Scholarship Fund.

Any subsequent EFE 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 year to the Kalamazoo Education Association Scholarship Fund.

For the Kalamazoo Education Association:

For Kalamazoo Public Schools:

/S/

Amanda Miller,  
President  
8/21/2015

/S/

Sheila Dorsey-Smith,  
Assistant Superintendent for Human Resources  
8/21/2015

Revised: January 2010; February 2012; January 13, 2013; August 21, 2015  
Renumbered from #13 to #7 on 9/3/2015, July 27, 2016

**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 work day, 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 work day. 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 s/he absence into AESOP no less 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 member's training, the District requires at least a three (3) year commitment for tenured KEA members to work at the Montessori school. KEA bargaining unit employees, who are probationary, shall make a commitment of their entire remaining probationary period, plus an additional three (3) years beyond the probationary period. 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.

## Appendices 2016-2017

If the employee chooses to 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.

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 Master's degree. Such acknowledgement will include a move 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 work day after the credential is granted and go forward indefinitely. If a KEA bargaining unit employee has or earns a Master's degree after receiving the AMS credential and Master's pay, the teacher will move to the Master's +30 Schedule for pay. This lane advancement shall also apply to an employee with AMS credential at 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 placement will remain the same as assigned. Upon acceptance into the program, there will be an individual contract prepared with specific requirements and stipulations to represent agreement of the tenants of the agreement.

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



**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  
For Kalamazoo Public Schools

/s/ Sheila Dorsey

Revised: July 27, 2016

**Letter of Agreement #10 Washington and Woodward Priority School**

**LETTER OF AGREEMENT #10**  
**between**  
**KALAMAZOO EDUCATION ASSOCIATION**  
**and**  
**KALAMAZOO PUBLIC SCHOOLS**

**RE: Section 1280c School Improvement Plans: Washington Writers Academy and Woodward School for Technology and Research**

The Kalamazoo Education Association, known as the "Association", and the Kalamazoo Public Schools, known as the "District", hereby agree for the 2014-2015, 2015-16 and 2016-2017 school years to the following with respect to the implementation of school improvement plans under the directives of Section 1280c of the Michigan Revised School Code for two elementary schools: Washington Writers Academy: known as "Washington" and Woodward School for Technology and Research: known as "Woodward".

**I. COMMON PROVISIONS**

**A. 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.

**B. Additional funds allocated to 2013 Priority Schools**

Should additional funds become available to support this school improvement plan, the parties will meet to determine the allocation of said funds within the context of the written school improvement plan.

**C. Composition and duties of Leadership Team**

1. The purpose of the building Leadership Team is to guide and inform school wide decisions with the goal of improving the instructional skills of the staff, improving building leadership, increasing overall student achievement and meeting the needs set forth in the adopted building school improvement plan.

2. The Leadership Team is to be comprised of employees of the current-year teaching staff and administration and will not exceed seven (7) employees, but will, minimally, include the following employees:

- i. A representative from the early childhood staff (grades PreK-Kdg);
- ii. A representative from the early elementary staff (grades 1-3);
- iii. A representative from the later elementary staff (grades 4-5);
- iv. A representative for Special Education, ancillary staff, and/or enrichment programming classes (Art/Music/PE).
- v. A building administrator determined by building principal.
- vi. KEA bargaining unit employees will be elected by the teachers from the respective grade-level groupings articulated in I - IV above.

3. Membership shall be determined by the building KEA and administrative staffs, through an equitable and fair process. The process must be collaboratively-developed between the staff and administration and reported to all building staff prior to the construction of the Leadership Team.

## **Appendices 2016-2017**

4. Openings on the Leadership Team for the upcoming school year shall be posted by May 1 and the team shall be constructed no later than May 31 of the school year prior to the seating of said team.
5. There shall be no more than one (1) mandatory Leadership Team meeting per month. The meeting shall not exceed two hours.
6. Members of the Leadership Team shall earn additional camp time in hourly increments for attending
7. Leadership Team meetings, to be credited as personal days, which can become sick days as per the contract.
8. Three (3) representatives of the Leadership Team, as selected by the Leadership Team, are expected to participate in the school improvement planning process and provide guidance and support for the building school improvement team. Camp time shall be earned as in item C6 above.

### **D. Common Planning Time**

1. The purpose of common planning time is to provide the opportunity, during the regularly scheduled school day, to bring educators together to learn from one another, participate in professional learning communities, study student data, and collaborate on activities that will lead to improvements in lesson quality, instructional effectiveness, and student achievement.
2. In grade-level teams where three (3) or fewer classroom teachers work within the building, every effort will be made to assure that teachers in like-grade teams have a block of common planning time every day where possible, in addition to the common time adjacent to the duty-free lunch period.
3. In grade-level teams where four (4) or more self-contained classroom teachers work within the building, every effort will be made to assure that as many teachers as possible within like-grade teams have a block of common planning time every day where possible, in addition to the common time adjacent to the duty-free lunch period. Additional efforts will be made to assure that such teams have opportunity to have at least one common planning time per week with each employee of their grade-level team.
4. Teachers will make every effort to participate, on average, once weekly in a professional learning community.

### **E. Required meetings and professional development beyond those scheduled in district calendar**

1. For mandatory meetings and professional development outside of the regular work day that are not on the District school calendar, attending staff members will earn additional pay at the negotiated curriculum rate for up to twenty and one-half (20.5) additional hours per participant. Attendance will be kept and attendees will need to sign in and sign out to receive the compensation.
2. Meetings beyond the 20.5 additional hours referenced above will be voluntary and without compensation, unless additional funds become available.
3. Teachers who participate in voluntary professional development, pre-approved by the Leadership Team or principal, shall receive credit toward professional development clock-hours through KALPA, or SCECHs (where appropriate). Attendance will be kept and attendees will need to sign in and sign out to receive the credit.

### **F. Operational flexibility for professional development**

1. The district calendar for professional development and contractual provisions for summer training for Annual Yearly Progress (AYP) shall be followed. The content of such professional development and summer training will be in accordance with the building school improvement plan and in compliance with the requirements of the written transformation plan.

## Appendices 2016-2017

2. The building Leadership Team will determine the design and content of the summer training for AYP and assure all building professional development is in accordance with the building school improvement plan and in compliance with the written transformation plan.

### G. **Ancillary Staffing**

1. Article 12, of the Collective Bargaining Agreement shall continue to prescribe the method of posting and staffing (excluding teachers) for Washington Writers' Academy and Woodward School for Technology and Research KEA positions.

2. Ancillary staff employees who are selected for positions at Washington and Woodward will not be subject to the three-year rule described in Article 12 of the Collective Bargaining Agreement.

3. The individual building's committee (see Article 12) will be used to select ancillary staff employees for any and all extra-duty positions that are directly associated with the respective Section 1280c school improvement plan. Such positions shall be posted by internet and building posting within the school year. Notification of selection for such extra-duty positions shall be made within two weeks of the closing of the posting or May 1 as is applicable.

4. Any and all extra-duty position openings, directly associated with the respective Section 1280c school improvement plan, occurring during summer break will be posted using U.S. mail to all KEA bargaining unit employees. Such postings shall use reasonable timelines for posting, selection and notification of said selection to all applicants.

## II. **GENERAL**

A. The parties recognize that the implementation of these school improvement plans over three (3) school years may require adjustments and modifications. Also, the district-wide committee work associated with teacher evaluations and pay-for-performance may need to be considered for implementation for these schools. Moreover, if additional funds become available to support such school improvement plans, the parties will meet to determine the allocation of said funds.

B. 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.

C. In the event federal and/or state laws or regulations change or are repealed in such a manner. To affect the implementation of the provisions of this Letter of Agreement, the Association reserves the right to repeal any applicable aspects of this letter. If law or regulatory modifications are such that simply repealing aspects is not appropriate, the parties agree to meet in a timely manner and negotiate amendments to this Letter. Mutually agreed upon changes will be subject to the approval of the Association and the District.

D. This Letter of Agreement neither sets a precedent nor constitutes a binding practice, custom or course of dealing between the parties.

## III. **PROVISIONS AND MODIFICATIONS CONTINGENT ON AVAILABLE SIG FUNDING**

The following provisions and modifications of this Letter of Agreement shall apply only if a Priority school (or schools) is awarded School Improvement Grant(s) (SIG) by the Michigan Department of Education. Should a SIG grant be awarded, for each school receiving the award, all of the elements in Sections I and II above shall remain in effect, with the following provisions and modifications.

### A. **Composition and Duties of the Leadership Team**

1. Membership of Leadership Team will be expanded from those listed in I.C.2 above and will not exceed ten members. The additional members of the Leadership Team will include the following members:

- i. SIG Reform Plan Implementer
- ii. SIG Instructional Coach

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- iii. Up to three (3) additional current-year teaching staff elected by staff, and with consent of the principal.
2. Members of the Leadership Team shall earn a stipend of 5% of the current BA base for their work on this team.
3. Three (3) representatives of the Leadership Team, as selected by the Leadership Team, will participate on the building school improvement team and provide guidance and support for the building school improvement team. It is expected that this roster of representatives stay the same for the entire school year. These employees will be compensated at the negotiated curriculum rate for up to two (2) hours and for up to one school improvement t meeting per month.
4. Members of the leadership team will participate in four days (26 hours) of professional development and/or planning during the summer in order to organize the oversight of and professional development associated with the reform/redesign plan for the upcoming school year. Timesheets and attendance will be kept and compensation will be at \$25/hour.

### **B. Required Meetings and Professional Development beyond those scheduled in district calendar**

1. All teachers and, where practicable, itinerant staff are required to participate in eighty (80) hours of professional development beyond the professional development provided by the district during the first week teachers return to work. For Association members not assigned full-time at the Priority school, these professional development requirements will be prorated according to percentage of time assigned to the Priority school.
2. For this professional development, when conducted outside the regular work day and outside the district calendar, K.EA bargaining unit employees will be compensated at the rate of \$25 per hour, or the current contractual rate for AYP training, whichever is higher. Timesheets and attendance will be kept and employees must sign in and out in order to be compensated.
3. The building leadership team will collaborate with staff to develop and promulgate a building professional development calendar that outlines when and where professional development events will occur. The building leadership team will outline the topics and pacing of professional development activities in accordance with the school reform/redesign plan.
4. Teachers must meet formally twice per month with their Professional Learning Community teams to evaluate instructional practices and study assessment data from Instructional Learning Cycle objectives. These meetings are not to exceed two (2) hours cumulative per month. Compensation for PLC work completed outside the regular school day will be at the negotiated curriculum rate.
5. Items I.E.1 and Items I.E.2 are replaced by the provisions set forth in items III.B.1-4 above.

### **C. Extended Day Learning Activities**

1. Current professional staff employees are strongly encouraged to participate in the planning and delivery of the extended day learning activities outlined in the Priority school reform and redesign plan for their respective schools.
2. Where positions are available, current-year staff serving in the Priority school shall have first right to fill the positions. Un-filled positions will be posted by the Department of Human Resources according to current contract policy and practice.
3. Current-year staff employees of the Priority school that participate in the after-school program and summer school program extended learning activities shall be compensated at the rate of \$25 per hour, or the current contractual rate for AYP training, whichever is higher.

## Appendices 2016-2017

D. Requirement regarding student-growth component of Educator Evaluation in SIG-receiving Priority school.

1. For the duration of this redesign plan, teachers at the SIG-receiving priority school must have 25% of their annual evaluation based on student growth, as required under current Michigan law and as written in the federally-approved NCLB Waiver for the State of Michigan.
2. Should the legislature act to change this requirement under current law, and when such legislative changes are subsequently reflected in the federally-approved NCLB Waiver for the State of Michigan, the student growth portion of the annual educator evaluation will be adjusted to match legislative or negotiated requirements.
3. Staff members working the extended school year will be paid at pro rata rate of pay for the additional 5 days.

E. **Incentives to recruit and retain effective staff and reward staff and leaders for high performance**

1. The Priority school lists of incentives used to recruit and to retain staff in the school and used to provide incentives for participation in activities that advance the school improvement goals shall be developed and promulgated by the Leadership Team. Such incentives must be approved by the Director of School Improvement and Assessment, at the start of the grant and shall be in compliance with federal, state and district regulations and budget protocols.
2. Incentives shall be provided to all building professional staff as a condition of participating in the school reform effort for each school year.

Grade-level teams or individuals that exceed their achievement targets, or individuals who provide exceptional effort or leadership beyond otherwise-compensated work, will be provided certificates that can be exchanged for any of the incentives identified in III. E. 1 above.

3. 2014-15 School Year only: Teachers who are hired and assigned to the SIG-receiving Transformational School by the start of the 2014-15 school year, and who complete the school year with the same Transformational School and return to that school for the 2015-16 school year, will receive a Retention Bonus of \$2000.00 payable in September, 2015.

For Kalamazoo Education Association

For Kalamazoo Public Schools

/S/ Amanda Miller

/S/ Shelia Dorsey

Revised: July 27, 2016

## APPENDIX 3: COMPENSATION SCHEDULES

### Schedule A- Salary

**KALAMAZOO PUBLIC SCHOOLS**  
**2015-16 KEA *Revised*\* SALARY SCHEDULE**  
*(with Enrollment Bonus)*

STEP	BACHELORS		MASTERS		MASTERS+30		DOCTORATE	
	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY
1	1.00	\$35,926	1.08	\$38,800	1.16	\$41,674	1.24	\$44,548
2	1.06	\$38,081	1.14	\$40,955	1.22	\$43,829	1.30	\$46,703
3	1.11	\$39,878	1.19	\$42,752	1.27	\$45,626	1.35	\$48,500
4	1.16	\$41,674	1.24	\$44,548	1.32	\$47,422	1.40	\$50,296
5	1.23	\$44,189	1.31	\$47,063	1.39	\$49,937	1.47	\$52,811
6	1.29	\$46,344	1.37	\$49,218	1.45	\$52,092	1.53	\$54,966
7	1.34	\$48,140	1.42	\$51,015	1.50	\$53,889	1.58	\$56,763
8	1.39	\$49,937	1.47	\$52,811	1.55	\$55,685	1.63	\$58,559
9	1.46	\$52,452	1.54	\$55,326	1.62	\$58,200	1.70	\$61,074
10	1.52	\$54,607	1.60	\$57,481	1.68	\$60,355	1.76	\$63,229
11	1.57	\$56,403	1.65	\$59,277	1.73	\$62,151	1.81	\$65,026
12	1.64	\$58,918	1.72	\$61,792	1.80	\$64,666	1.88	\$67,540
13	1.70	\$61,074	1.78	\$63,948	1.86	\$66,822	1.94	\$69,696
14	1.74	\$62,511	1.85	\$66,463	1.93	\$69,337	2.01	\$72,211
15	1.74	\$62,511	1.91	\$68,618	1.99	\$71,492	2.07	\$74,366
16	1.75	\$62,870	1.95	\$70,055	2.03	\$72,929	2.11	\$75,803
17	1.77	\$63,589	1.98	\$71,133	2.06	\$74,007	2.14	\$76,881
18	1.77	\$63,589	1.98	\$71,133	2.06	\$74,007	2.14	\$76,881
19	1.77	\$63,589	1.98	\$71,133	2.06	\$74,007	2.14	\$76,881
20	1.79	\$64,307	2.00	\$71,851	2.08	\$74,725	2.16	\$77,600
21	1.82	\$65,385	2.03	\$72,929	2.11	\$75,803	2.19	\$78,677
22	1.82	\$65,385	2.03	\$72,929	2.11	\$75,803	2.19	\$78,677
23	1.82	\$65,385	2.03	\$72,929	2.11	\$75,803	2.19	\$78,677
24	1.82	\$65,385	2.03	\$72,929	2.11	\$75,803	2.19	\$78,677
25+	1.85	\$66,463	2.06	\$74,007	2.14	\$76,881	2.22	\$79,755

*\* As of April, 2016, this "revised" salary schedule reflects the Enrollment Bonus (0.20%) applied to the 2015-16 BA Base. This salary increase is retro-active to the start of the school year. This is the applicable schedule on which any 2016-17 adjustment shall be made.*

**Schedule B- Extra Duty Salaries- Percentage Base**

***APPENDIX B***

***EXTRA DUTY SALARIES FOR 2016-2017***

**Section A:** The following pay scale shall apply to fully certified, qualified teachers for performing the following extra duties. The percentages shown are on the BA base.

**Senior High School –**

<b>Head Coaches:</b>	<b>% of Base</b>	<b>Ass't Coaches/Others:</b>	<b>% of Base</b>
Baseball	12.5%	Volleyball	9.1%
Basketball	18.5%	Sr. High Band Director	16.0%
Cross Country	11.0%	Asst. Sr. High Band Director	11.0%
Football	18.0%	Sr. High Choral Director	12.0%
Golf	9.0%	Sr. High Orchestra Director	12.0%
Gymnastics	10.0%	Department Heads	6.0%
Ice Hockey	14.0%	Co-Op Heads	8.0%
Soccer	11.0%	Senior Class Sponsor	7.0%
Softball	12.5%	Junior Class Sponsor	7.0%
Swimming	14.0%	Sophomore Class Sponsor	4.0%
Tennis	9.0%	Freshman Class Sponsor	4.0%
Track and Field	12.0%	Debate	12.0%
Volleyball	13.0%	Assistant Debate	4.0%
Wrestling	13.5%	Forensics	8.5%
Cheerleading–Football	8.0%	Assistant Forensics	3.0%
Cheerleading–Basketball	11.0%	Dramatics Coach	9.0%
Cheerleading–Competitive	9.0%	Asst. Cheerleading–Football	5.6%
Athletic Game Aide	18.5%	Asst. Cheerleading–Basketball	7.7%
Athletic Ticket Aide	18.5%	Tennis	6.3%
Head Driver Education	11.0%	Soccer	7.7%
Instructors		National Honor Society	3.0%
Phoenix Basketball	8.0%	Senior High Yearbook	5.0%
<b>Ass't Coaches/Others:</b>	<b>% of Base</b>	Senior High Newspaper	3.0%
Softball	8.75%	Day Care Center Director	10.0%
Baseball	8.75%	Mock Trial Coach	8.0%
Basketball	12.9%	Student Government	2.0%
Cross Country	7.7%	Future Teacher Development	2.0%
Football	12.6%	Leader (one elementary total and 1 per each middle school)	
Ice Hockey	9.8%	Instrumental Jazz	9.0%
Swimming	9.8%	Grades 9-12 Team Leader	3.3%
Track and Field	8.4%		
Wrestling	9.4%		

Premium compensation for Freshman 32 or more students/class 2.5% of BA Base per trimester



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Academy English, mathematics, science, social studies teacher		
Secondary class size compensation	36 or 37 students	\$500.00 per class/per trimester
Secondary physical education class size compensation	48 or more	\$500 per class/ per trimester (per Article 7, Section E)
Lead Teachers		
Social Studies (Grades 6-12)	16 % of BA base, plus 10-15 days summer work at curriculum rate	
Physical Education (K-12)	16 % of BA base, plus 10-15 days summer work at curriculum rate	
Elementary Science (K-5)	16 % of BA base, plus 20 days summer work at curriculum rate	
Secondary Science (6-12)	16 % of BA base, plus 10-15 days summer work at curriculum rate	
Special Education Itinerant Ancillary Staff Lead	6% (see Section P below)	

## Middle School –

Head Coaches:	% of Base	Ass't Coaches/Others:	% of Base
Basketball	8.0%	Football	7.0%
Football	7.0%	Track and Field	4.2%
Softball	5.0%	Basketball	5.0%
Tennis	6.0%	Athletic Aide	12.0%
Volleyball	7.0%	Department Heads	4.7%
Wrestling	7.0%		
Cheerleading–Football	4.0%	Athletic Director/Coordinator	
Cheerleading–Basketball	5.0%	(1 per bldg.)	18.0%
Track and Field	6.0%	M.S. Band Director	5.0%
		M.S. Choir Director	5.0%
		M.S. Orchestra Director	5.0%
		Grades 6-8 Team Leader	3.3%
		Drama Plays	3.6%

## Elementary –

		2015-16 Rate
Student Assistant Leader		\$23.08/hour
Black History Quiz Bowl	60 hours max.	\$21.57/hour
Social Studies Olympiad	60 hours max. per event	\$21.57/hour
Science Fair/Olympiad	60 hours max. per event	\$21.57/hour
Drama/Plays	60 hours max.	\$21.57/hour
Elementary Intramural Sports	60 hours max.	\$21.57/hour
Extra Duty Supervision		\$1268/year
Splits		10% of BA base

## Other Assignments –

		2015-16 Rate
Curriculum Development		\$21.57/hour
Summer School Classroom Teacher		\$21.57/hour
Substituting during planning time	(building choice)	\$21.57/hour

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Intramurals (including Dance Club and PE Expo)		<b>\$15.37/hour</b>
Inservice Activities		<b>\$15.03/hour</b>
TV/Radio Production Coordinator		<b>\$18.51/hour</b>
Mentor Teacher		See Article 31
Secondary Counselors – ten (10) additional days		Pro-rata pay

Technically Advanced Group (“TAG”) Member		Varies by Bldg.
Grade-Level/Department Meeting Facilitators (Excluding Department Heads)	Maximum 1.5 hours per meeting	<b>\$21.57/hour</b>
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 per year (per Article 22, Section F)	<b>\$21.57/hour</b>

***Note: Hourly Rates reflect enrollment bonus adjustment of 0.02% pursuant to 2015-2016 agreement. Hourly Rates for 2016-2017 shall be adjusted retroactively in accordance with Article 22 Section A.***

Section B: 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: Coaching or supervision for extra-duty activities that extend beyond the District Tournament shall be compensated on a weekly basis.

Section D: The above rates which are expressed in a dollar amount will be cumulatively adjusted by the same percentage rate in future contracts as the BA base is adjusted.

Section E: A maximum of five (5) years credit outside Kalamazoo may be allowed, provided, however, said experience is from a school comparable to Kalamazoo Central or Loy Norrix. Allowable experience shall be Senior High School experience in the specific sport and in the coaching position.

Section F: No coach shall be assigned to more than two (2) coaching positions except in emergency situations.

Section G: 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 arrived at by multiplying the base salary for the BA degree by the appropriate percentage specified above. Coaches include debate, assistant debate, forensics, assistant forensics, dramatics and mock trial coaches.

Section H: The senior high athletic director (if in the bargaining unit) shall be assigned five (5) class periods, one (1) planning period.

Section I: 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 and activities shall be made by the Coordinator of Physical Education. No time will be authorized without his/her approval.

Section K: Bookstore managers shall have no homeroom assignments.

Section L: Elementary teachers who have a “split” grade assignment will be compensated an additional ten (10%) percent of the BA base.

## **Appendices 2016-2017**

Section M: Per High School Letter of Agreement #5: 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 an additional three (3%) percent of the BA Base for that trimester

Section N: 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 sixteen (16%) percent of BA Base Pay. The K-5 science Lead Teacher shall be expected to 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: The extra duty compensation for Grades 6-12 Team Leader will be three and a third percent (3.33%) of BA Base pay.

Section P: 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 6 percent (6%) of BA Base.

## APPENDIX 4- SCHOOL CALENDAR, CALENDAR AGREEMENTS AND SCHEDULING

Negotiated School Calendar for 2016-2017 will be published online for ease of access by the parties and is therefore not included in this agreement. This will allow the most up to date and accurate calendar information to be immediately accessible to bargaining unit employees. This calendar is accessible through the District's Google Accounts. Changes in the calendar, if any, will be reflected in the Contract Review minutes (See Article 28) and made online by KEA Employee Relations Chair.

### 2016-2017 SCHOOL CALENDAR TABLE

2016-2017 Calendar					
Month	Student Days		Teacher Days		<u>Teacher Work Days</u> Student Days 180 Other Work Days 8 (Elem. 6) Comp. Days 2 (Elem. 3)* Total 190  **Holidays 4 <b>Total Paid Days 194</b>  <u>*Comp. Days</u>  March 10, 2017 (PreK-5 elementary only-work hours) One (1) conference comp. day per semester (PreK-12): November 23, 2016 (PreK-12) March 31, 2017 (PreK-12) <b>**Holidays:</b> <i>Labor Day, Thanksgiving Day, New Year's Day, Memorial Day</i>
	+Elementary	Secondary	Elementary	Secondary	
August	0	0	3	3	
Sept.	19	19	20	20	
October	21	21	21	21	
Nov.	18	17	19	19	
Dec.	17	17	17	17	
January	17	17	17	17	
February	20	20	20	20	
March	20	21	21	22	
April	15	15	15	15	
May	22	22	22	22	
June	11	11	12	12	
<b>TOTAL</b>	<b>180</b>	<b>180</b>	<b>187</b>	<b>188</b>	

+ Elementary monthly student day count does NOT apply for PEEP, half-day ECSE program, or half-day kindergarten.

### SECONDARY HALF DAY SCHEDULE (unless noted otherwise in calendar such as exam days)

**Grades 6-8:** AM Schedule—Periods 1, 2, and 3  
PM Schedule—Periods 4, 5, and 6

**Grades 9-12:** AM Schedule—First Period (as much as available but not less than thirty-five [35] minutes)  
Second Period (as close to seventy [70] minutes as possible without going over)  
Third Period (as close to seventy [70] minutes as possible without going over)  
Second and Third Periods are equal in length.

PM Schedule—First Period (as much as available but not less than thirty-five [35] minutes)  
Fourth Period (as close to seventy [70] minutes as possible without going over)  
Fifth Period (as close to seventy [70] minutes as possible without going over)  
Fourth and Fifth Periods are equal in length.

### SUMMARY of PD HOURS

	PEEP (PreK)	Elementary (K-5)	Middle (6-8)	High (9-12)	Common Dates	
August 29, 30, 31	13.5	13.5	13.5	13.5		
November 4			6	6		
November 11	3 (am)					
January 20	3 (am)			3 pm		
February 24	3 (pm)					
April 29	6					
Subtotal	28.5	13.5	19.5	22.5		
First Mondays (2 hours)	Oct. 3, Dec. 5, Feb. 6	Oct. 3, Dec. 5, Feb. 6	Oct. 3, Dec. 5, Feb. 6	Oct. 3, Dec. 5, Feb. 6	Oct. 3, Dec. 5, Feb. 6	
Subtotal	6.0	6.0	6.0	6.0		
Building PD (1.5)	Sept. 14 <sup>1</sup> , Nov. 2, Dec. 14, Mar. 22	Sept. 14, Dec 14, Mar. 22, Feb. 15	Dec. 14, Feb. 15, Mar. 22,	Dec. 14, Feb. 15, Mar. 22	Dec 14, Mar. 22	
Subtotal	6.0	6.0	4.5	4.5		
Wednesdays: Bldg. Grade Level / Department (1.5) <i>*Note: All KEA members shall attend meetings on these dates per their grade level placement and supervisor assignment.</i>	**Art, Music, P.E./ Health Department meetings will be scheduled as District meetings during these times including Counselors, World Language, Computer Tech, Business Ed., Strategic Reading, Life Skills, Strategic Math, Family & Consumer Science & ESL (4.5 hours) *** All special education staff (See Special Education PD Schedule)				ELEM. Oct. 19 Nov. 2 Dec. 14 May 17	SEC. Sept. 28 Nov. 2 Dec. 14 May 17
	Sept. 28 Oct. 19 Dec. 14 Feb. 15 May 17	Oct. 19 Nov. 2 Dec. 14 May 17	Sept. 28 Nov. 2, Dec. 14 May 17	Sept. 28 Nov. 2 Dec. 14 May 17		
Subtotal: Bldg. PD and Bldg/Grade Level/Dept.	7.5	6.0	6.0	6.0		
SUB TOTAL	48.0	31.5	36.0	39.0		
Hours Required	50.0	35.5	41.0	45.5		
Flexible PD Required by Level	2.0	4.0	5.0	6.5		

	<b>AM Kdg.</b>	<b>Elementary</b>	<b>Middle</b>	<b>High</b>	<b>PM Kdg.</b>
Instructional Hours	551	1103	1105	1099	550

<sup>1</sup> September 14, 2016 shall be PD and/or staff meeting 1.5 hour maximum total

## Appendices 2016-2017

### **Building Level Staff Meetings**

September 12	PreK-12 (1 hr.)	November 28	PreK-12 (1 hr.)	March 6	PreK-5 (1 hr.)
September 14	PreK-5 (1 hr.) <sup>1</sup>	January 16	PreK-12 (1 hr.)	April 24	PreK-12 (1 hr.)
September 26	6-12 (1 hr.)	February 13	PreK-12 (1 hr.)	May 8	PreK-12 (1 hr.)
October 10	PreK-5 (1 hr.)	February 27	PreK-12 (1 hr.)	June 5	PreK-12 (1 hr.)
October 31	PreK-12 (1 hr.)				

### **REPORTING TIMES**

**2016-2017**

#### **Secondary:**

7:25 Teacher report time  
7:33 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.

#### **Phoenix:**

7:20 Teacher report time  
7:30 Student instruction begins  
1:00 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.

#### **Elementary:**

8:44 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  
3:50 Student dismissal  
3:55 Teacher day ends

Responsibility for students prior to 8:44 AM and beyond 3:55 PM belongs to the administration and/or extra duty supervision staff.

#### **Edison Environmental Science Academy (EESA), Woodward School for Technology and Research (WSTAR), and Lincoln International Studies School (LISS)**

8:04 Teachers report to classroom/workstation/assigned area  
8:04 Buses arrive, students enter classroom/building  
8:04 Teacher supervision of students begin  
8:10 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.

#### **Linden Grove Middle School**

8:03 Teachers report time  
8:13 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.

### **Other Calendar Agreements**

1. Meeting schedules for the opening of schools will be mailed out to all KEA members two (2) weeks prior to the teacher start date.
2. During the first half day of school (**per #11 below**),
  - Elementary art, music and physical education teachers with only one (1) work site will assist building staff with student placement and assignment responsibilities.
  - 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 work site will be provided time to inventory materials, set-up classrooms and perform other professional responsibilities related to their regular teaching assignment.
  - PEEP and half-day kindergarten teachers will assist building staff with student placement and assignment responsibilities
3. The building decision on the placement of parent/teacher conferences must be made by each faculty team (faculty team consists of all KEA members assigned to a building at any time and one building administrator), including itinerant staff, a minimum of three (3) weeks in advance and disseminated to all building staff.
4. Mid quarter marking reports and mid-trimester progress reports:
  - Grades 9–12: Mandatory for all students receiving D's and F's
  - PreK–5 Level: The faculty team in each building will determine:
    - A. The criteria for disbursement (cutoff level that signals the need for a report to be sent home).
    - B. The distribution method to be used.
5. PEEP, half day ECSE and half day Kdg conference sessions will be handled as noted in the body of the calendar, utilizing a combination of comp. days and substitutes for those teachers having students in separate AM and PM sessions.

**Exception:** All full-day Kdg, full-day ECSE, and full day PEEP classes will follow the regular elementary calendar for grades 1 – 5.
6. Two paid compensation days, one per semester, shall be provided for the 2016-2017 school year. Said days are provided for the completion of six (6) hours per semester of parent teacher conferences outside of the contractual work day. For 2016-2017, those compensation days are November 23, 2016, and March 31, 2017.
7. 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.
8. Report cards will be mailed at the end of the last teacher workday.
9. Per Article 16, Section D, new hires shall be required to attend one professional development (PD) which shall be regarding the appropriate use of physical force and teacher rights to protect themselves from physical assault. Such PD shall be scheduled during new hire orientation. Other members may attend said PD on a voluntary basis. *In order to participate, other members must pre-register at least five (5) days in advance by contacting the Student Services Department.*

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10. For 2016-2017, in order to meet state requirements for days and hours, **PM** half day KDG shall attend for full days on the following dates:

February 20, 2017: PM Kdg. all day  
 February 21, 2017: AM and PM Kdg. all day  
 February 22, 2017: PM Kdg. all day  
 February 23, 2017: PM Kdg. all day  
 February 24, 2017: PM Kdg. all day

Substitutes shall be made available to provide instruction.

11. The District and the Association agree to the following regarding future school calendars:

A. After March 1 of each school year, the School District will be able to announce to the staff and community the following dates for the next school year:

1. First day of school for students
2. Dates for winter break
3. Dates for spring break

These dates shall be taken from the agreed upon More Common County Calendar.

B. 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:

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) Work Days Before the First Regular Teacher Work Day		
New Teacher Orientation Shall Be <b>Five (5)</b> Days Prior to the First Regular Teacher Work Day and Priority Training		
Priority Schools Training (if needed) Up to Five (5) Work Days Prior to the First Regular Teacher Work Day. 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	



## Appendices 2016-2017

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 1<sup>st</sup>. If such written notice is given, such two (2) week period of time shall be subject to negotiation.

C. In the event Michigan law becomes effective that impacts school calendar with respect to A and/or B above, the parties will negotiate changes to respond to such law.

12. Secondary counselors shall work ten (10) mandatory days in addition to the regular schedule for teachers: five (5) work days prior to the teacher report date at the beginning of the school year and five (5) work days after the last teacher work day. Pay for these ten (10) days shall be at a pro rata rate.

13. For the 2016-2017 school year, schools identified as Priority Schools, (formerly known as not making Annual Yearly Progress [AYP] Phase 3, Phase 4, and beyond), may be required to participate in summer training not to exceed five (5) days prior to the teacher first regular work day (**per #11 above**).

14. For the 2016-2017 school year, the first teacher work day PreK-12 will be 8:00 am Superintendent Meeting, 10:30 Principals meeting (1 hour), 11:30-12:30 lunch, 12:30 – 3:00 work in rooms.

15. Middle School Conference Dates are: October 19, 2016, January 25, 2017, and May 3, 2017

**Conference day schedules will follow the components described below:**

<b>All 6-8 Buildings, except Linden Grove</b>	<b>Linden Grove Middle School</b>
Student Dismissal/Teacher Supervision	Student Dismissal/Teacher Supervision
10:35 – 10:45 am	11:14 – 11:24 am
Conference Preparation Time	Conference Preparation Time
10:45 – 11:30 am	11:24 – 12:00 pm
Lunch	Lunch
11:30 – 12:30 pm	12:00 – 1:00 pm
Conference Option	Conference Option

16. High School Conference Days are: October 20, 2016, January 26, 2017, and May 4, 2017

**Conference day schedules will follow the components described below:**

<b>All 9-12 Buildings</b>	<b>Phoenix</b>
Student Dismissal/Teacher Supervision	Student Dismissal/Teacher Supervision
10:40 – 10:50 am	10:37 – 10:47 am
Conference Set Up Time	Conference Set Up Time
10:50 – 11:30 am	10:47 – 11:30 am
Lunch	Lunch
11:30 – 12:30 pm	11:30 – 12:30 pm
Conference Option	Conference Option

17. For 2016-2017, the 6-12 conference options will be:

<b>All 6-12 Buildings, except Linden Grove</b>	<b>Linden Grove Middle School</b>
Choose one:	Choose one:
12:30 pm – 3:30 pm	1:00 – 4:00 pm
1:00 pm – 4:00 pm*	1:30 – 4:30pm*
Choose one:	Choose one:
*(30 min. break) 4:30 pm – 7:30 pm	*(30 min. break) 5:00 pm– 8:00 pm
5:00 - 8:00 pm	5:30 – 8:30 pm
5:30 - 8:30 pm	
Total = 6 hours	Total = 6 hours

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