

KEA to KPS Bargaining Tentative Agreement 8/19/2018

**TENTATIVE AGREEMENT
August 15, 2018**

A. The parties agree to begin moving to a nontraditional salary with the levels A through E \$40,000, \$50,000, \$60,000, \$70,000 and \$80,000 and C2 at \$65,000 and D2 at \$75,000 and under the criteria identified in the KEA July 17, 2018 proposal, subject to the following:

- 1. The cap will be \$2,757.00**
- 2. The Email and attachment August 15, 2018 will be the basis for this year's transition regarding the salary schedule. (see attached). This includes elimination of the mail order drugs with the credit added to Board authority, and the acceptance of the HSA contribution treated as a cost to Board authority. The \$2,757 is with the assumption that there will be no other economic increases except as identified in this proposal A. No increase in Schedule B**
- 3. The following language will be included in the CBA:**

“The parties understand that there will be a period of transition which may take several years to achieve the new non-traditional salary schedule. The parties further understand and mutual agree that any advancement toward the non-traditional salary schedule and on the schedule will be dependent on the district's financial condition, Board authority, and collective bargaining negotiations. Any future placement on the salary schedule during transition years will be subject to collective bargaining negotiations.”

- 4. Adult Education teachers shall receive an hourly increase of 4.309% on their wage rate which will equal \$23.55 for the 2018-2019 school year.**
- 5. KILP wages will increase by 2%.**
- 6. Acceptance of the Article V Section 164h language.**
- 7. Enrollment Bonus consistent 2017-2018 adjusted for projected enrollment**

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Enrollment Bonus

KEA

2018-19

	If Fall 2017 K-12 Enrollment is	Then Salary Increase is
1	12,928 to 12,993	0.20%
2	12,994 to 13,059	0.40%
3	13,060 to 13,125	0.55%
4	13,126 to 13,191	0.70%
5	13,192 to 13,257	0.85%
6	13,258 to 13,323	1.00%

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Schedule A₁

17-18 Step & Lane	17-18 Old Step	Salary Start	Level	18-19 Salary (new)	Increase	Percentage Increase	Above Grade
BA 1	1	\$36,185.00	A	\$ 40,000.00	\$ 3,815.00	10.54%	\$-
BA 2	2	\$38,356.00	A	\$ 40,000.00	\$ 1,644.00	4.29%	\$-
BA 3	3	\$40,165.00	B	\$ 42,886.00	\$ 2,757.00	6.86%	\$-
BA 4	4	\$41,974.00	B	\$ 44,695.00	\$ 2,757.00	6.57%	\$-
BA 5	5	\$44,507.00	B	\$ 47,228.00	\$ 2,757.00	6.19%	\$-
BA 6	6	\$46,678.00	B	\$ 49,399.00	\$ 2,757.00	5.91%	\$-
BA 7	7	\$48,487.00	B	\$ 50,000.00	\$ 1,513.00	3.12%	\$-
BA 8	8	\$50,297.00	C	\$ 53,018.00	\$ 2,757.00	5.48%	\$-
BA 9	9	\$52,830.00	C	\$ 55,551.00	\$ 2,757.00	5.22%	\$-
BA 10	10	\$55,001.00	C	\$ 57,722.00	\$ 2,757.00	5.01%	\$-
BA 11	11	\$56,810.00	C	\$ 59,531.00	\$ 2,757.00	4.85%	\$-
BA 12	12	\$59,343.00	C	\$ 60,529.86	\$657.00	1.11%	\$ 529.86
BA 13	13	\$61,514.00	C ₂	\$ 64,235.00	\$ 2,757.00	4.48%	\$-
BA 14	14	\$62,961.00	C ₂	\$ 65,000.00	\$ 2,039.00	3.24%	\$-
BA 15	15	\$62,961.00	C ₂	\$ 65,000.00	\$ 2,039.00	3.24%	\$-
BA 16	16	\$63,323.00	C ₂	\$ 65,000.00	\$ 1,677.00	2.65%	\$-
BA 17	17	\$64,047.00	C ₂	\$ 65,327.94	\$953.00	1.49%	\$ 327.94
BA 18	18	\$64,047.00	C ₂	\$ 65,327.94	\$953.00	1.49%	\$ 327.94
BA 19	19	\$64,047.00	C ₂	\$ 65,327.94	\$953.00	1.49%	\$ 327.94
BA 20	20	\$64,771.00	D	\$ 67,492.00	\$2,757.00	4.26%	\$-
BA 21	21	\$65,856.00	D	\$ 68,577.00	\$2,757.00	4.19%	\$-
BA 22	22	\$65,856.00	D	\$ 68,577.00	\$ 2,757.00	4.19%	\$-
BA 23	23	\$65,856.00	D ₂	\$ 68,577.00	\$ 2,757.00	4.19%	\$-
BA 24	24	\$65,856.00	D ₂	\$ 68,577.00	\$ 2,757.00	4.19%	\$-
BA 25	25	\$66,942.00	D ₂	\$ 69,663.00	\$ 2,757.00	4.12%	\$-
BA 25 w/30 years	25	\$66,942.00	E	\$ 69,663.00	\$ 2,757.00	4.12%	\$-
Doc 1	1	\$44,869.00	B	\$ 47,590.00	\$ 2,757.00	6.14%	\$-
Doc 2	2	\$47,040.00	B	\$ 49,761.00	\$ 2,757.00	5.86%	\$-
Doc 3	3	\$48,849.00	B	\$ 50,000.00	\$ 1,151.00	2.36%	\$-
Doc 4	4	\$50,659.00	C	\$ 53,380.00	\$ 2,757.00	5.44%	\$-
Doc 5	5	\$53,191.00	C	\$ 55,912.00	\$ 2,757.00	5.18%	\$-
Doc 6	6	\$55,363.00	C	\$ 58,084.00	\$ 2,757.00	4.98%	\$-
Doc 7	7	\$57,172.00	C	\$ 59,893.00	\$ 2,757.00	4.82%	\$-
Doc 8	8	\$58,981.00	D	\$ 61,702.00	\$ 2,757.00	4.67%	\$-

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Doc 9	9	\$61,514.00	D	\$ 64,235.00	\$ 2,757.00	4.48%	\$-
Doc 10	10	\$63,685.00	D	\$ 66,406.00	\$ 2,757.00	4.33%	\$-
Doc 11	11	\$65,494.00	D	\$ 68,215.00	\$ 2,757.00	4.21%	\$-
Doc 12	12	\$68,027.00	D	\$ 70,000.00	\$ 1,973.00	2.90%	\$-
Doc 13	13	\$70,198.00	E	\$ 72,919.00	\$ 2,757.00	3.93%	\$-
Doc 14	14	\$72,731.00	E	\$ 75,452.00	\$ 2,757.00	3.79%	\$-
Doc 15	15	\$74,902.00	E	\$ 77,623.00	\$ 2,757.00	3.68%	\$-
Doc 16	16	\$76,350.00	E	\$ 79,071.00	\$ 2,757.00	3.61%	\$-
Doc 17	17	\$77,435.00	E	\$ 80,000.00	\$ 2,565.00	3.31%	\$-
Doc 18	18	\$77,435.00	E	\$ 80,000.00	\$ 2,565.00	3.31%	\$-
Doc 19	19	\$77,435.00	E	\$ 80,000.00	\$ 2,565.00	3.31%	\$-
Doc 20	20	\$78,159.00	E	\$ 80,000.00	\$ 1,841.00	2.36%	\$-
Doc 21	21	\$79,245.00	E	\$ 80,829.90	\$ 755.00	0.95%	\$ 829.90
Doc 22	22	\$79,245.00	E	\$ 80,829.90	\$ 755.00	0.95%	\$ 829.90
Doc 23	23	\$79,245.00	E	\$ 80,829.90	\$ 755.00	0.95%	\$ 829.90
Doc 24	24	\$79,245.00	E	\$ 80,829.90	\$ 755.00	0.95%	\$ 829.90
Doc 25	25	\$80,331.00	E ₂	\$ 81,950.00	\$ 1,619.00	2.02%	\$-
MA 1	1	\$39,078.00	A	\$ 40,000.00	\$ 922.00	2.36%	\$-
MA 2	2	\$41,250.00	B	\$ 43,971.00	\$ 2,757.00	6.68%	\$-
MA 3	3	\$43,060.00	B	\$ 45,781.00	\$ 2,757.00	6.40%	\$-
MA 4	4	\$44,869.00	B	\$ 47,590.00	\$ 2,757.00	6.14%	\$-
MA 5	5	\$47,402.00	B	\$ 50,000.00	\$ 2,598.00	5.48%	\$-
MA 6	6	\$49,573.00	C	\$ 52,294.00	\$ 2,757.00	5.56%	\$-
MA 7	7	\$51,382.00	C	\$ 54,103.00	\$ 2,757.00	5.37%	\$-
MA 8	8	\$53,191.00	C	\$ 55,912.00	\$ 2,757.00	5.18%	\$-
MA 9	9	\$55,724.00	C	\$ 58,445.00	\$ 2,757.00	4.95%	\$-
MA 10	10	\$57,895.00	C	\$ 60,000.00	\$ 2,105.00	3.64%	\$-
MA 11	11	\$59,704.00	C	\$ 60,898.08	\$ 296.00	0.50%	\$ 898.08
MA 12	12	\$62,237.00	D	\$ 64,958.00	\$ 2,757.00	4.43%	\$-
MA 13	13	\$64,408.00	D	\$ 67,129.00	\$ 2,757.00	4.28%	\$-
MA 14	14	\$66,942.00	D	\$ 69,663.00	\$ 2,757.00	4.12%	\$-
MA 15	15	\$69,112.00	D	\$ 70,494.24	\$ 888.00	1.28%	\$ 494.24
MA 16	16	\$70,559.00	D ₂	\$ 73,280.00	\$ 2,757.00	3.91%	\$-
MA 17	17	\$71,645.00	D ₂	\$ 74,366.00	\$ 2,757.00	3.85%	\$-
MA 18	18	\$71,645.00	D ₂	\$ 74,366.00	\$ 2,757.00	3.85%	\$-
MA 19	19	\$71,646.00	E	\$ 74,367.00	\$ 2,757.00	3.85%	\$-
MA 20	20	\$72,370.00	E	\$ 75,091.00	\$ 2,757.00	3.81%	\$-
MA 21	21	\$73,455.00	E	\$ 76,176.00	\$ 2,757.00	3.75%	\$-
MA 22	22	\$73,455.00	E	\$ 76,176.00	\$ 2,757.00	3.75%	\$-
MA 23	23	\$73,455.00	E	\$ 76,176.00	\$ 2,757.00	3.75%	\$-
MA 24	24	\$73,455.00	E	\$ 76,176.00	\$ 2,757.00	3.75%	\$-

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MA 25	25	\$74,541.00	E	\$ 77,262.00	\$ 2,757.00	3.70%	\$-
MA+ 1	1	\$41,974.00	B	\$ 44,695.00	\$ 2,757.00	6.57%	\$-
MA+ 2	2	\$44,145.00	B	\$ 46,866.00	\$ 2,757.00	6.25%	\$-
MA+ 3	3	\$45,955.00	B	\$ 48,676.00	\$ 2,757.00	6.00%	\$-
MA+ 4	4	\$47,763.00	B	\$ 50,000.00	\$ 2,237.00	4.68%	\$-
MA+ 5	5	\$50,297.00	C	\$ 53,018.00	\$ 2,757.00	5.48%	\$-
MA+ 6	6	\$52,467.00	C	\$ 55,188.00	\$ 2,757.00	5.25%	\$-
MA+ 7	7	\$54,277.00	C	\$ 56,998.00	\$ 2,757.00	5.08%	\$-
MA+ 8	8	\$56,086.00	C	\$ 58,807.00	\$ 2,757.00	4.92%	\$-
MA+ 9	9	\$58,619.00	C	\$ 60,000.00	\$ 1,381.00	2.36%	\$-
MA+ 10	10	\$60,790.00	D	\$ 63,511.00	\$ 2,757.00	4.54%	\$-
MA+ 11	11	\$62,598.00	D	\$ 65,319.00	\$ 2,757.00	4.40%	\$-
MA+ 12	12	\$65,132.00	D	\$ 67,853.00	\$ 2,757.00	4.23%	\$-
MA+ 13	13	\$67,302.00	D	\$ 70,000.00	\$ 2,698.00	4.01%	\$-
MA+ 14	14	\$69,835.00	E	\$ 72,556.00	\$ 2,757.00	3.95%	\$-
MA+ 15	15	\$72,007.00	E	\$ 74,728.00	\$ 2,757.00	3.83%	\$-
MA+ 16	16	\$73,455.00	E	\$ 76,176.00	\$ 2,757.00	3.75%	\$-
MA+ 17	17	\$74,540.00	E	\$ 77,261.00	\$ 2,757.00	3.70%	\$-
MA+ 18	18	\$74,540.00	E	\$ 77,261.00	\$ 2,757.00	3.70%	\$-
MA+ 19	19	\$74,540.00	E	\$ 77,261.00	\$ 2,757.00	3.70%	\$-
MA+ 20	20	\$75,263.00	E	\$ 77,984.00	\$ 2,757.00	3.66%	\$-
MA+ 21	21	\$76,349.00	E	\$ 79,070.00	\$ 2,757.00	3.61%	\$-
MA+ 22	22	\$76,349.00	E	\$ 79,070.00	\$ 2,757.00	3.61%	\$-
MA+ 23	23	\$76,349.00	E	\$ 79,070.00	\$ 2,757.00	3.61%	\$-
MA+ 24	24	\$76,349.00	E	\$ 79,070.00	\$ 2,757.00	3.61%	\$-
MA+ 25	25	\$77,435.00	E	\$ 80,000.00	\$ 2,565.00	3.31%	\$-

Schedule A₂

New Hire Placement Schedule

Degree	Years of Experience Before Hire	18-19 Salary (new)
Bachelors	1	\$ 40,000.00
Bachelors	2	\$ 40,000.00
Bachelors	3	\$ 42,886.00
Bachelors	4	\$ 44,695.00
Bachelors	5	\$ 47,228.00
Bachelors	6	\$ 49,399.00
Bachelors	7	\$ 50,000.00
Bachelors	8	\$ 53,018.00

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Bachelors	9	\$ 55,551.00
Bachelors	10	\$ 57,722.00
Bachelors	11	\$ 59,531.00
Bachelors	12	\$ 60,000.00
Bachelors	13	\$ 64,235.00
Bachelors	14	\$ 65,000.00
Bachelors	15	\$ 65,000.00
Bachelors	16	\$ 65,000.00
Bachelors	17	\$ 65,000.00
Bachelors	18	\$ 65,000.00
Bachelors	19	\$ 65,000.00
Bachelors	20	\$ 67,492.00
Bachelors	21	\$ 68,577.00
Bachelors	22	\$ 68,577.00
Bachelors	23	\$ 68,577.00
Bachelors	24	\$ 68,577.00
Bachelors	25	\$ 69,663.00
Doctorate	1	\$ 47,590.00
Doctorate	2	\$ 49,761.00
Doctorate	3	\$ 50,000.00
Doctorate	4	\$ 53,380.00
Doctorate	5	\$ 55,912.00
Doctorate	6	\$ 58,084.00
Doctorate	7	\$ 59,893.00
Doctorate	8	\$ 61,702.00
Doctorate	9	\$ 64,235.00
Doctorate	10	\$ 66,406.00
Doctorate	11	\$ 68,215.00
Doctorate	12	\$ 70,000.00
Doctorate	13	\$ 72,919.00
Doctorate	14	\$ 75,452.00
Doctorate	15	\$ 77,623.00
Doctorate	16	\$ 79,071.00
Doctorate	17	\$ 80,000.00
Doctorate	18	\$ 80,000.00
Doctorate	19	\$ 80,000.00
Doctorate	20	\$ 80,000.00
Doctorate	21	\$ 80,000.00
Doctorate	22	\$ 80,000.00

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Doctorate	23	\$ 80,000.00
Doctorate	24	\$ 80,000.00
Doctorate	25	\$ 81,950.00
Masters	1	\$ 40,000.00
Masters	2	\$ 43,971.00
Masters	3	\$ 45,781.00
Masters	4	\$ 47,590.00
Masters	5	\$ 50,000.00
Masters	6	\$ 52,294.00
Masters	7	\$ 54,103.00
Masters	8	\$ 55,912.00
Masters	9	\$ 58,445.00
Masters	10	\$ 60,000.00
Masters	11	\$ 60,000.00
Masters	12	\$ 64,958.00
Masters	13	\$ 67,129.00
Masters	14	\$ 69,663.00
Masters	15	\$ 70,000.00
Masters	16	\$ 73,280.00
Masters	17	\$ 74,366.00
Masters	18	\$ 74,366.00
Masters	19	\$ 74,367.00
Masters	20	\$ 75,091.00
Masters	21	\$ 76,176.00
Masters	22	\$ 76,176.00
Masters	23	\$ 76,176.00
Masters	24	\$ 76,176.00
Masters	25	\$ 77,262.00
Masters plus 30 Credits	1	\$ 44,695.00
Masters plus 30 Credits	2	\$ 46,866.00
Masters plus 30 Credits	3	\$ 48,676.00
Masters plus 30 Credits	4	\$ 50,000.00
Masters plus 30 Credits	5	\$ 53,018.00
Masters plus 30 Credits	6	\$ 55,188.00
Masters plus 30 Credits	7	\$ 56,998.00

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Masters plus 30 Credits	8	\$ 58,807.00
Masters plus 30 Credits	9	\$ 60,000.00
Masters plus 30 Credits	10	\$ 63,511.00
Masters plus 30 Credits	11	\$ 65,319.00
Masters plus 30 Credits	12	\$ 67,853.00
Masters plus 30 Credits	13	\$ 70,000.00
Masters plus 30 Credits	14	\$ 72,556.00
Masters plus 30 Credits	15	\$ 74,728.00
Masters plus 30 Credits	16	\$ 76,176.00
Masters plus 30 Credits	17	\$ 77,261.00
Masters plus 30 Credits	18	\$ 77,261.00
Masters plus 30 Credits	19	\$ 77,261.00
Masters plus 30 Credits	20	\$ 77,984.00
Masters plus 30 Credits	21	\$ 79,070.00
Masters plus 30 Credits	22	\$ 79,070.00
Masters plus 30 Credits	23	\$ 79,070.00
Masters plus 30 Credits	24	\$ 79,070.00
Masters plus 30 Credits	25	\$ 80,000.00

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TENTATIVE AGREEMENT

KEA Proposal-District Response

ARTICLE 1 RECOGNITION

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~~

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

ARTICLE 2 ASSOCIATION AND TEACHER RIGHTS

Section P Employer Provided Bargaining Unit Employee Information

A. By October 1 of each year, Designated Association Representatives will be given, via e-mail with an attached excel document, a complete listing of bargaining unit staff that includes the following if available:

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

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

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~~ARTICLE 5 — ASSOCIATION DUES OR FEES~~

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

REMOVE ATTACHEMENT A IN APPENDIX 1

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TENTATIVE AGREEMENT

ARTICLE 5 – BOARD POLICY ON MERIT PAY

Section A: Additional Pay

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

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ARTICLE 7 – STAFFING/CLASS SIZE

Section L: Guidance Counselors and 504 Plans

As a result of the District budgeting process, High School Guidance Counselors will not facilitate 504 Plans for ~~2017-2018~~ **2018-2019** School Year nor will they facilitate Virtual Courses for the first 5 students the Guidance Counselor assigns to a Michigan Virtual courses, not offered by the District the Guidance Counselor will facilitate virtual courses for a student he/she assigns over this limit of 5, not to exceed 2.

Section N: Student Placement Mid-year

After the September 30, when pupils enroll in the District after the first school day, the bargaining unit employees will be given one (1) full workday's notice prior to the pupil starting classroom instruction to allow for materials to be delivered to the classrooms. This notice shall be in writing. Notwithstanding, the District may acclimate the student to the building prior to their first (1st) attendance day.

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ARTICLE 10 - ANCILLARY STAFF ASSIGNMENTS

Section K: Non-Professional Assignments

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

~~Section M: Special Area Assignments (Parties Agree 8-1-2018)~~

~~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.~~

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Formerly Article 10 Language

ARTICLE 8 – WORKING CONDITIONS

[Formerly Article 10 Section B]

Section M: Additional Assignments

Any **non-classroom teaching** assignment **not requiring teacher certification to qualify** in addition to the normal ~~teaching~~-schedule during the regular school year, including: driver education, extra duties enumerated in Appendix B, and summer school courses, shall not be obligatory but shall be with the consent of the bargaining unit employee. No employee in the summer school program shall 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~~ **Schedule B in Appendix 3.**

[Formerly Article 10 Section F]

Section N: Daily Preparations

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

[Formerly Article 10 Section J]

Section O: Certification Preference

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

[Formerly Article 10 Section I]

Section P: ~~The Webb Act~~ Revocation of Professional Licensure Notice

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

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ARTICLE 11 – JOB SHARING/PART-TIME

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~~ **Teacher Transfer** deadline prior to the year of implementation.

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~~ **Teacher Transfer** deadline, provided the employee has previously received tenure as a full-time teacher. A request for full-time status made after the ~~Master List~~ **Teacher Transfer** deadline may be honored prior to the start of school, but only as qualified positions become available.

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

Section K: Department Heads

[Parties Agreed 7/25]

In those curricular areas in which the District determines there shall be a department head, such department head shall be selected jointly by the principal and the department staff between April 15 and May 23 for the ensuing school year, and such department head shall be compensated in accordance with the extra-duty schedule applicable thereto. In the event that the principal and/or **Appropriate Director** 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 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

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professional/staff development will also be listed. Any items not mutually agreed to may be subsequently promulgated by the District subject to a grievance regarding whether or not such District-developed entry was reasonable.

2. Every ancillary staff candidate to either a ~~Magnet School or an Alternative Program~~ **may** ~~should~~ show evidence of training and/or experience **to match this program or school.** ~~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~~

TENTATIVE AGREEMENT

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%). **(Bd Proposes and KEA Agrees to Withdrawal 8/1/2018 CCL)**

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 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: Parties Agree 7/25~~

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)

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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. **KEA Request the District to withdraw this proposal to facilitate agreement 8/15/2018**

iii. Formal Observations

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

Observations shall be scheduled at least five (5) 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, **unless the ancillary staff employee agrees in writing to extend the time to conduct the conference, not to exceed thirty (30) days. In the event the meeting does not occur as a result of administrator unavailability within thirty-five (35) days of the observation, negative comments or concerns shall be excluded from the observation.** The ancillary staff employee teacher shall bring a completed Post-Observation Reflection Form to this conference, and the administrator shall bring the completed Classroom Observation Form. The ancillary staff employee teacher and the administrator shall each retain copies of both forms. **(Tentative Agreement 8/1/2018)**

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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 130, 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 1530 for a one-year PGP, and May 130 for a two-year PGP. The IPR shall consider student growth as a significant factor. **(Tentative Agreement 8/1/2018)**

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. **(District to withdraw the proposal to delete this paragraph to facilitate agreement 8/15/2018)**

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~~ **or less frequently**. If the District chooses to do formal classroom observations of an ancillary staff employee more frequently, or if the ancillary staff employee requests that an observation be included in their annual evaluation, then such observations shall be conducted by the ancillary staff employee’s ~~building~~ administrator. An observation

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shall be at least one complete lesson, based on the lesson plans provided by the ancillary staff employee. **(Tentative Agreement 8/1/2018)**

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 **unless the ancillary staff employee agrees in writing to extend the time to conduct the conference, not to exceed thirty (30) days. In the event the meeting does not occur as a result of administrator unavailability within thirty-five (35) days of the observation, negative comments or concerns shall be excluded from the observation.** The ancillary staff employee shall bring a completed Post-Observation Reflection Form to this conference, and the administrator shall bring the completed Classroom Observation Form. The ancillary staff employee and the administrator shall each retain copies of both forms. **(Tentative Agreement 8/1/2018)**

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

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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.

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.

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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 (Current Contract Language)

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.

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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;
- 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 **unless the ancillary staff employee agrees in writing to extend the time to conduct the conference, not to exceed thirty (30) days. In the event the meeting does not occur as a result of administrator unavailability within thirty-five (35) days of the observation, negative comments**

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or concerns shall be excluded from the observation. The ancillary staff employee shall bring a completed Post-Observation Reflection Form to this conference, and the administrator shall bring the completed Classroom Observation Form. The ancillary staff employee and the administrator shall each retain copies of both forms. **(Tentative Agreement 8/1/2018)**

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.

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

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Parties Agree 7/25

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

Tenure Status	Frequency	Deadline
Track I (Probationary)	Semi-annual (requires IDP)	No later than the end of five (5) months from start date for mid-year, and no later than May 1 for end-of-year (or no later than 150 work days following start date).
Track II (Non-probationary)	Annual	May ± 30 (end-of-year)
Track III (Informal)	Not more than 45 days from start of informal improvement plan	
Track III (Formal) Assumes full-year process	Semi-annual (requires IDP)	December 10 January 30 (mid-year) and May ± 30 (end-of-year)

6. Personnel Committee Review

In the event a recommendation is to be made to the Board of Education that a probationary ancillary staff employee be terminated, prior to such recommendation being forwarded to the Board, the District shall provide such ancillary staff employee a hearing before the **Ad Hoc** Personnel Committee of the Board of Education. (**Tentative Agreement 8/15/2018**)

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~~/department meetings, building professional development, staff meetings, and other professional conversations. **Framework rubric used for ancillary staff shall be relevant to their specific professions.**

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Article 14 Professional Improvement

Section C: Professional Development

Both parties agree that ongoing Professional Development of ~~teachers and staff~~ **bargaining unit employees** is necessary to effectively carry out the instructional goals of the District and to improve student achievement. Such Professional Development should be meaningful and relevant to the current needs of teachers and their students. The amount of Professional Development the District is required to offer to staff shall be at least that required by Section 1527 of the Revised School Code. All of this time shall be compensated as part of the regular teacher contract. The District shall allow employees to obtain up to six (6) hours as part of their mandated Professional Development hours during the times allocated within the Calendar or on their own time outside regular duty time. If an employee has completed their required PD hours, the six (6) flexible hours are optional (see summary of PD hours).

KEA proposes a committee of Ancillary members who will work with KPS to devise a plan in which they will be able to use some of their PD hours for their own recertification and will consider related to Article 14 Section D 10 and 12. (Tentative Agreement 8/1/2018)

Section D: Guidelines for Professional Development

10. The District will make reasonable efforts to-The district will make reasonable efforts to District Provided Professional Development will be such that is approved by the Department of Education for the purpose of certificate/license renewal. Furthermore, the District will file the necessary documentation with the MDE or appropriate agency to have District-provided, regularly-scheduled, Professional Development (PD) sessions qualify for issuance of Continuing Education Units. This may include back-to-school PD, grade-level/department PD, building PD, and all other District PD.

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

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E. Professional Development Records- NEW SECTION

The District shall verify all completed PD sessions within ten (10) working days of each session. Each session in the Summary of PD Chart shall have a pre-printed sign-in sheet that includes the KALPA verification code and all KEA Bargaining Unit Employees' names in attendance for that session/building. Employees must sign in and sign out to receive credit for attended PD sessions. Once the session has been listed in KALPA, a Bargaining Unit employee's attendance is considered to be verified. Automatic notice acknowledging this verification will be sent to the employee from the KALPA system.

The KALPA PD Verification System shall remain open and available to all KEA Bargaining Unit employees after June 30, of each year to enable employees to - receive/track/update credit for all PD.

Flex PD sessions that are to be offered by the Association will be submitted for approval thirty (30) calendar days prior to the session; the District shall notify the Association of the session approval status within ten (10) working days of submission to the District by the Association.

In rare exceptions, when PD sessions cannot count for DPPD, Bargaining Unit employees who will be attending will be notified in writing within ten (10) days prior to the session, when the request was submitted at least thirty (30) days prior.

Beginning prospectively with the 2018-2019 school year, MOECs verification forms (a.k.a. District-provided Professional Development Form) shall be submitted to the principal or designee for verification, and the originals must be filed with the director of curriculum and instruction. Work Experience forms shall be returned with appropriate verification. It shall be the responsibility of the teacher to obtain the list of provided PD forms and initialed PD logs created from the teachers' MOECs account to give to the director or curriculum and instruction. All MOECs and Work Experience forms shall be returned with appropriate verification and signature to the bargaining unit employee within twenty (20) work days.

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ARTICLE 22 – PROFESSIONAL COMPENSATION

Section A:

(NEW PARAGRAPH/SENTENCE AT END OF SECTION)

If the District decides to hire teachers “qualified” by Michigan State Law or Federal law that do not hold teacher certification and/or at least a Bachelor’s degree, the District shall provide notice and the parties shall meet to bargain terms and conditions of employment for these bargaining unit employees. (Tentative Agreement 8/1/2018)

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 KEA-KPS 2017-2018 Agreement Back to Top 77 donations, service credit purchase, supplemental benefits, or any other plans or program jointly approved by the Association and the District. The District shall deduct such amounts as are necessary to reimburse the District for any unpaid insurance costs incurred by bargaining unit employees during approved unpaid leaves (e.g., FMLA, workers comp or LTD). Upon return from such a leave, increased deductions shall be made from that employee’s payroll to reimburse the District for the unpaid employee contributions. In such a case, increased deductions shall be made over the remaining payroll periods for that insurance year, or over the same number of payroll periods during which the employee’s contributions had not been made, whichever is longer. **A list of defined payroll codes will be posted on the intranet.**

The District will make every effort to add codes throughout the year.

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.

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

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

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

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

Section 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)/CEUs 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 SCECHs/CEU, 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 SCECHs/CEUs earned from the granting institution KEA-KPS 2017-2018 Agreement Back to Top 79 shall be submitted to Human Resources. For an official transcript submitted by January 31, reimbursement shall be paid no later than the end of February. For an official transcript submitted by September 30, reimbursement shall be paid no later than the end of October. The above reimbursement – whether for college credit or SCECHs/CEUs – 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).

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TENTATIVE AGREEMENT

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 (1/16th) 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 21st 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.~~

KEA to KPS Bargaining Tentative Agreement 8/19/2018

TENTATIVE AGREEMENT

Attachment B A- Arbitrator List

KALAMAZOO PUBLIC SCHOOLS & KALMAZOO EDUCATION ASSOCIATION

ATTACHMENT B A

The District and Association Agree to the following panel of arbitrators for the duration of the ~~2016-2017~~ **2018-2019** 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.

KEA to KPS Bargaining Tentative Agreement 8/19/2018

TENTATIVE AGREEMENT

Attachment F- KEA Emergency Recall Coverage

KEA Substitute Emergency Recall Coverage

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

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

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

Teachers on student field trips

Teachers on personal days

Teachers using sick days (including funeral/bereavement)

Teachers on jury duty/court appearances

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

KEA to KPS Bargaining Tentative Agreement 8/19/2018

Tentative Agreement

APPENDIX 4- CALENDAR RULES

1. During the ~~2017-2018~~ **2018-19** school year, the District will work collaboratively with the Association to publish a Google Calendar for the ~~2018-2019~~ **2019-20** school year. The District shall publish a calendar for the following school year no later than June 30~~th~~ of each school year according to provisions of Article 6 of this agreement and the following rules: **BOARD AGREES KEA 7.25.18**

2. New Teacher Orientation will take place two (2) weeks prior to the week of KEA bargaining unit employees start date and will not exceed ~~five~~ **5 (5)** days from ~~8am~~ **A.M.** -~~5pm~~ **(P.M.)** with a one (1) hour lunch each day. **BOARD AGREES KEA 7.25.18**

3. There shall be no additional meetings before, during, or after work EXCEPT those covered by ADA/IDEA or as noted in calendar during the first two (2) teacher work weeks and the last teacher work week. **BOARD AGREES KEA 7.25.18**

4. There shall be a maximum of ten (10) mandatory staff meetings at each building ~~on the~~ for no more than ~~sixty~~ **60 (60)** minutes. Elementary buildings may add an additional staff meeting for the purpose of scheduling parent-teacher conferences. There shall be no Monday staff meetings or Professional Development sessions immediately following breaks mandated by the Kalamazoo County Common Calendar except for after Thanksgiving and Spring Breaks. **BOARD AGREES KEA 7.25.18**

5. A “Summary of PD HOURS” shall be distributed with letter to bargaining unit members in August prior to first working day of the year. Meeting schedules for the opening of schools will be mailed out to all KEA members two (2) weeks prior to the teacher start date.

6. As stated in Article 6 Section B “After School” Professional Development activities shall be limited to no more than two (2) hours on Monday and one and one-half (1.5) hours on Wednesday. When combined with staff meetings they shall not exceed ~~two and one-half~~ **2.5 (2.5)** hours in a given week. Article 6, Section A shall apply. There shall be no mandatory PD on “KEA Mondays.” **BOARD AGREES KEA 7.25.18**

7. High School: There shall be parent teacher conferences during each trimester within one week of the midpoint of each trimester. The first trimester conferences shall **be from one afternoon session from 12:30 P.M. to 3:30 P.M. and one evening session from 4:30 P.M. to 7:30 P.M. follow #9 of the Calendar Rules.** ~~conference in the afternoon teacher work time and in the evening from 4:00pm to 7:00pm.~~ The second and third trimester **conferences** shall be two evenings, one from ~~4:00pm~~ **P.M.** to ~~7:00pm~~ **P.M.** and the other ~~5:00pm~~ **P.M.** to ~~8:00pm~~ **P.M.** If a teacher cannot meet with a parent, upon request, the teacher must meet with the parent before

KEA to KPS Bargaining Tentative Agreement 8/19/2018

or after school or during the teacher's planning time. There shall be two (2) evenings for High School parent-teacher conferences second and third trimester on two (2) evenings within a week of the mid-point of the trimester, as long as not on day of other mandatory after-school activities. Total hours of scheduled high school conferences per trimester shall be six, six, and six (6, 6, 6) for first, second and third trimesters respectively. **BOARD AGREES WITH THE KEA JULY 19, 2018 PROPOSAL KEA 7.25.18**

8. There shall be one evening for Middle School parent-teacher conferences per trimester on Thursday within one week of the midpoint of each trimester. There shall be one (1) afternoon for Middle School parent teacher conferences per trimester on the same Thursday within one week of the midpoint of each semester. Total hours of scheduled middle school conferences per trimester shall be six, six and six (6, 6, 6) for first, second, and third trimesters respectively. Middle Schools will retain half-days for conferences during the day. **BOARD AGREES KEA 7.25.18**

9. The building decision on the date and time of parent-teacher conferences and preparation time for parent-teacher conferences must be made by vote of each faculty team (Faculty time is all KEA bargaining unit employees and a single administrator) a minimum of three (3) weeks in advance and disseminated to all building staff.

10. PEEP, half-day ECSE and half-day Kindergarten conference sessions (fall and spring) will be handled as noted in the body of the calendar, utilizing a combination of ~~comp.~~ **compensation** days and substitutes for those teachers having students in separate A.M. and P.M. sessions. Only teachers with two (2) half-day sessions must be provided with additional records time (one {1} day and conference sessions (two {2} days or four {4} half-days) per mutual agreement. **The** ~~The~~ teacher has option of release time or compensation at the substitute rate. This shall fall within a two (2) week span whereas one (1) week of such time period falls before the two (2) weeks of elementary conference option. **BOARD AGREES KEA 7.25.18**

11. Only teachers with two (2) half-day sessions must be provided with additional records time (one {1} day and conference sessions (two {2} days or four {4} half-days) per mutual agreement. **The** ~~The~~ teacher has option of release time or compensation at the substitute rate. **BOARD AGREES KEA 7.25.18**

12. Records Days

a. **For all high schools**, there shall be a total of **five and one-half (5.5)** teacher work days of "records days" per year following the trimester final exams for high schools. Allowable Pattern: (Each Trimester **a half (1/2)** day P.M. after finals, **a half (1/2)** day P.M. after finals, and **a Full Day** at end of trimester.) Grades shall ~~not be required to~~ be submitted on or before the close of business on "records day." ~~completed prior to 3:30 5:00 p.m.~~ **8:00 A.M. on the next work day of after "records day."**

KEA to KPS Bargaining Tentative Agreement 8/19/2018

b. There shall be a total of **four and one-half** (4.5) teacher work days of “records days” per year with at least **one-half** (0.5) day each six (6) weeks of instruction for middle schools. Grades shall ~~not be required to be completed prior to~~ submitted on or before 8:00 a.m. **A.M.** on the next work day after “records day.” **KEA AGREES**

c. There shall be a total of **three and one-half** (3.5) teacher work days of “records days” per year for elementary schools. Report cards shall not be required to be completed until ~~5:00 p.m.~~ **P.M. close of business** on the day of “records day” or later. The date of “records day” shall always correspond with the day grades are due.

d. Elementary Art, Music, and Physical Education teachers (pro-rated for those less than **one** (1.0) FTE elementary) and teachers with two (**2**) half day sessions per mutual agreement shall receive an additional one-half (½) day “records day.” This shall be provided as release time or compensated at curriculum pay rate. **BOARD AGREES KEA 7.25.18**

e. During records days, ~~If teachers request and are granted permission, they will be permitted to complete record keeping responsibilities off-site. to relieve district technology infrastructure from overload.~~ The parties will review status in contract review.

KEA Withdraw - Current Contract Language- PARTIES AGREE-CURRENT CONTRACT LANGUAGE KEA 7.25.18

f. The last teacher work day of each work year will be records/ work in rooms day for PreK-12. BOARD AGREES WITH THIS KEA PROPOSAL KEA 7.25.18

13. The District shall schedule exams according to the following schedule: receive an additional one-half (1/2) day “records day.” This shall be provided as release time or compensated at curriculum pay rate.

KEA to KPS Bargaining Tentative Agreement 8/19/2018

High School Exam Schedule and Conference Schedule:

Each Trimester:

Day 1 (Full School Day) Day 2 (Half Day) Day 3 (Half Day)

Agreed to change to 5:00pm as part of High School LOA meeting.

Day 1 (Full School Day)	Day 2 (Half Day)	Day 3 (Half Day)
Normal School day 1st-3rd period Shorten 4th period by 20 minutes Add 20 minutes to 5th period for 90 minute exam	3rd period exam 90 minutes 4th period exam 90 minutes (Records time for teacher in the PM)	1st period exam 90 minutes 2nd period exam 90 minutes (Records time for teacher in the PM)

Conference Schedule Per Item 7 Above:
<u>First Trimester</u> Conference Day 1 1 half day of school** Afternoon Conferences until Teacher day ends. Parent Teacher Conferences 4:00 to 7:00pm

<u>Second and Third Trimester</u> Conference Day 1 Full day of school* Parent Teacher Conferences 4:00-7:00 P.M.	<u>Second and Third Trimester</u> Conference Day 2 Full day of school* Parent Teacher Conferences 5:00-8:00 P.M.
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(Tentative Agreement 8/1/2018)

14. **One hundred-eighty** (180) student days of instruction and at least **one thousand ninety-eight** (1098) hours of instruction at all grade levels. **BOARD AGREES KEA 7.25.18**

15. There shall be **one hundred seventy-two** (172) full student days of six (6) hours and ~~fourteen~~ fifteen (174 15) minutes maximum instructional time. **PARTIES AGREE TO 6 HOURS AND 15 MINUTES. KEA AGREES TO BOARD PROPOSAL ON 7-17-18**

16. There shall be **eight** (8) half student days of three (3) hours and twelve (12) minutes maximum instructional time. All of the half days shall be scheduled to start at the regular A.M. start time and will alternate between A.M. and P.M. schedule. **BOARD AGREES KEA 7.25.18**

17. PEEP and ECSE schedules shall not exceed what is required for other elementary teachers. If

KEA to KPS Bargaining Tentative Agreement 8/19/2018

program requirement doesn't require all scheduled hours of instruction time may be substituted as "records days" and/or professional development. Home visits required to be conducted by the program shall be conducted during work hours prior to or following instructional days.

198. Bargaining unit employee attendance and participation in "Literacy Night" shall be voluntary unless substituted as an "Open House" in accordance with Article 6, Section B.

~~2019. Recognizing their role as professional educators and the importance of developing relationships with their students and their families, bargaining unit employees are encouraged to attend "Ice Cream Socials and/ or "Meet and Greets" but, these events are regarded as voluntary unless substituted as an "Open House" in accordance with Article 6, Section B.~~

PARTIES AGREE KEA 7.25.18

240. Kindergarten Orientation shall occur once per year - Principals will conduct one (1) A.M. Orientation Session during work hours or one (1) P.M. Orientation Session during P.M. work hours and one (1) Orientation Session of one and one-half (1.5 hrs.) hours. **BOARD AGREES KEA 7.25.18**

21. ~~An~~ Orientation Session of one and one-half (1.5 hrs.) hours between 5:00 ~~pm~~ P.M. – 7:30 ~~pm~~ P.M. will be conducted by Kindergarten teachers, for which compensatory time or compensation at curriculum rate of pay will be provided. If the District determines a second orientation session is needed it may be scheduled in May during work hours likewise conducted by the principal. **BOARD AGREES KEA 7.25.18**

22. If required, the emergency make-up day and any subsequent make-up days will be inserted before those days at the end of the year outlined as half-days for high school exams.

23. During the first half day of school:

a. Elementary art, music and physical education teachers with only one (1) work site will assist building staff with student placement and assignment responsibilities.

b. Elementary art, music and physical education teachers with more than one (1) work site will not assist building staff. In lieu of these responsibilities, itinerant elementary art, music and physical education teachers with more than one (1) work site will be provided time to inventory materials, set-up classrooms and perform other professional responsibilities related to their regular teaching assignment. **BOARD AGREES KEA 7.25.18**

c. PEEP and half-day kindergarten teachers will assist building staff with student placement and assignment responsibilities.

24. Mid-quarter marking reports and mid-trimester progress reports:

a. Grades 9–12: Mandatory for all students receiving D's and F's

b. PreK–5 Level: The faculty team in each building will determine:

KEA to KPS Bargaining Tentative Agreement 8/19/2018

- i. The criteria for disbursement (cutoff level that signals the need for a report to be sent home).
- ii. The distribution method to be used.

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

a. After March 1st of each school year, the School District will announce bargaining unit members and community the following dates for the next school year:

- i. First day of school for students
- ii. Dates for winter break
- iii. Dates for spring break

26. After June 1 of each school year, the District shall be able to announce the schedule for the first week for staff and the schedule for the first week for students for the upcoming school year. Such announcement shall be based upon the template below:

Insert template here:

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 Five (5) 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

KEA to KPS Bargaining Tentative Agreement 8/19/2018

28.If either party to this Agreement wants changes in the first week for staff or the first week for students, such party shall give written notice to the other party of such desire prior to June 1st. If such written notice is given, such two (2) week period of time shall be subject to negotiation.

29.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.

Half-Day Chart

	K-5		6-8	
	AM	PM	AM	PM
Date				
9.4.18	X		Building Choice	
10.12.18				X
10.17.18				
10.18.18			X	
11.8.18		X		
11.9.18	X			
11.28.18				
11.29.18				
1.25.19		X		X
1.31.19			X	
3.6.19				
3.7.19				
3.28.19	X			
3.29.19		X		
4.26.19			X	
5.2.19				X
6.12.19	X		X	
6.13.19		X		X

TENTATIVE AGREEMENT

ALP Proposal

1. Phase Change Meetings - Bolded are additional meetings

Rationale: Teachers are currently not able to meet for common plan.

Phase change meetings are conducted once every three (3) weeks in order to evaluate the behavioral running record of each individual student. These meetings are necessary to the program because individual students must meet certain criteria to be moved through the phases of the program and return to the individual home schools.

Proposed Dates for Phase Change Building Team meetings (half-days without students) limited to three ½ days to be mutually agreed upon between the KEA bargaining unit members and the building principal.

Based on calendar rules these are dates that do not have conflicts in the 2018 – 2019 school year:

Friday, 9/21/2018

Friday, 2/15/2019

Friday, 5/17/2019

To maintain instructional minutes, students will attend school for full day all three conference dates when regular middle schools have ½ days. 6 hours of day time conferences would no longer occur. 4 hours after school would occur each time conferences occur. The benefit of the additional Phase Change Meetings well outweighs this reduction in conference time. Students would benefit from this data review in reaching their educational goals. KPS's goals would more likely be met with this important change in the type of work being done rather than having teachers' rooms empty during conference hours. .

2. There will be one (1) Department Head/Team Leader at ALP compensated at the rate of 4.7% of the BA base salary with the understanding that the District will develop a job description specifically for this position at this school based on the KEA proposed description provided as a starting point. (Parties Agree 7/26/2018).

3. Gryphon Place PD will be delivered to all staff for 2 days in the summer, planned within the five days prior to back to school PD paid at curriculum_rate. (Parties Agree 7/26/2018)

KEA to KPS Bargaining Tentative Agreement 8/19/2018

TENTATIVE AGREEMENT

KALAMAZOO EDUCATION ASSOCIATION
AND
KALAMAZOO PUBLIC SCHOOLS
Adult Education Learning Program

The Kalamazoo Education Association, hereinafter known as the “KEA” or the “Association,” and the Kalamazoo Public Schools, hereinafter known as the “District” hereby agree as follows with respect to the Adult Education program:

A. **Bargaining unit employees** assigned to Adult Education will be considered members of the Association’s collective bargaining unit, and as with any other new employees, the Association will have the opportunity to invite Adult Education teachers to join the Association. The position title to be added to the Collective Bargaining Agreement will be the Adult Education Teacher.

B. The parties’ Collective Bargaining Agreement and future collective bargaining agreements in effect during the term of the letter of Agreement shall apply to Adult Education teachers except where identified below:

1. Hours of Work. Since the District needs the flexibility to establish the hours of work, the provisions of Article 6 of the parties’ Collective Bargaining Agreement shall not apply to the terms and conditions of employment of Adult Education teachers. Based on funding for the program, enrollment and community partnerships the district shall determine changes in programming.

2. Staffing and Class Size. Since the District needs the flexibility to establish staffing and class size for Adult Education, the provisions of Article 7 of the parties’ Collective Bargaining Agreement shall not apply to the terms and conditions of employment of Adult Education teachers, and the District shall determine class loads. The Association has the right to bargain over class size.

3. Working Conditions. Section I, J, K and L (limited to KPS buildings) shall apply to adult education teachers. Article 6, Section A shall also apply.

4. Curriculum. Past practice will prevail with regard to curriculum in the Adult Education Department.

5. Transfer and Vacancies. Since the district needs flexibility in assignment of MCL 38.101 *et seq.*, Article 12, relating to Transfers and Vacancies, shall not apply to the terms and conditions of employment of Adult Education teachers.

KEA to KPS Bargaining Tentative Agreement 8/19/2018

6. **Evaluations.** Since Adult Education teachers are subject to the Teachers' Tenure Act, any provisions relating to staff evaluations shall not apply to the terms and conditions of employment of Adult Education teachers.

7. **Sabbatical Leaves.** The provisions relating to sabbatical leaves in Article 21 shall not apply to the terms and conditions of employment of Adult Education teachers.

8. **Professional Compensation.** The provisions in Article 22, Sections A, B, C, D, E, F, H, I, K, M, N, O, Q, R, T, V, W, X, Z and compensation schedules shall not apply to the terms and conditions of employment of Adult Education teachers, whose rate of pay has been established as ~~\$22.63~~ **\$23.55** **-(See above language of wage increase of 4.309% over current hourly wage)**, for all hours contracted to work. The parties agree that any changes to this rate of pay, including increases or decreases, will be subject to collective bargaining negotiations. The teacher's hourly rate will be increased by the annually negotiated salary increase to the full extent of Board authority. **Adult Education Teachers employed 30 or more hours a week over the period required by the Affordable Care Act shall receive 80% of cost of single coverage of Plan C in Article 22 B to comply with the Affordable Care Act.**

9. **Professional Development.** This District will comply with all professional development requirements under MCL 380.1527 and MCL 380.1526 by offering employees at Adult Education; said employees to be paid at the hourly rate as delineated in #8 above. Adult Education teachers will be provided with the same amount of professional development as required of other high school teachers. Beginning October 1, 2018, the Adult Education teachers will be provided a schedule of professional development.

10. **Maintenance of Standards.** The provisions in Article 25 shall not apply to the terms and conditions of employment of Adult Education teachers.

11. **Layoff and Recall.** Since Adult Education teachers are subject to the Teachers' Tenure Act, Article 27 relating to layoff and recall shall not apply to the terms and conditions of employment of Adult Education teachers. If funding is decreased and leads to a reduction in staff, the Adult Education teachers shall be retained based on Board Policy 8.7.

12. **Letters of Agreement.** Except for the Letters of Agreement relating to Family and Medical Leave Act, the Letters of Agreement shall not apply to the terms and conditions of employment of Adult Education teachers.

C. **Duration.** This Letter of Agreement will take effect the first day after both parties have executed it below and shall remain in effect through and including August 16, 2019

KALAMAZOO EDUCATION ASSOCIATION KALAMAZOO PUBLIC SCHOOLS

By: _____ By: _____

KEA to KPS Bargaining Tentative Agreement 8/19/2018

Amanda ~~m~~MillerSheila ~~d~~Dorsey-sSmith

ITSts: p~~RESIDENT~~PresidentITSts: a~~SSISTANT~~ Assistant

~~s~~UPERINTENDENT Superintendent for HUMAN RESOURCES

Human Resources

By: _____ By: _____

~~tM r~~USS ~~GARY START~~ Gary Start

Its: UniServ Director ITSts: ~~DEPUTY SUPERINTENDENT~~

Deputy Superintendent

District proposal May 1, 2018

TENTATIVE AGREEMENT

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

RE: School Improvement Grant V requirements for Northeastern Elementary School

The Kalamazoo Education Association, known as the "Association", and the Kalamazoo Public Schools, known as the "District", hereby agree for the 2018-2019, 2019-2020, and 2020-2021 school years for Northeastern Elementary School with respect to the implementation of school improvement plans under the directives of the SIG V requirements and the Partnership Agreement. This agreement rescinds the LOA established in August of 2017 listed as LOA #10.

Purpose Statement:

The purpose of this Letter of Agreement is to fulfill requirements of Article 32 Section A of the Master Agreement and to meet the requirements of SIG V.

I. COMMON PROVISIONS

A. Required Meetings and Professional Development beyond those scheduled in district calendar

1. All teachers and, where practicable, itinerant staff are required to participate in an average of eight hours of professional development per month during the school calendar or the required number of hours determined for each year of the grant. For bargaining unit members not assigned full-time at the designated school, these professional development requirements will be prorated according to percentage of time assigned to the designated school. **Schedule of dates for all PD shall be provided to staff no later than 30 work days prior to said PD.**
2. For this professional development, when conducted outside the regular workday and outside the district calendar, KEA bargaining unit members will be compensated at the \$25 per hour. Timesheets and attendance will be kept and members must sign in and out in order to be compensated. KPS agreed

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verbally on 7.24.18 to accept language specifying a rate of \$25.00 per hour.

3. Meetings held after school that focus on the analysis and use of data to inform monitor student progress and determine interventions that are not a part of the agreed upon calendar will be compensated at the rate of curriculum rate, plus benefits.
 - a. ILC and KRESA coaching debriefs shall occur during the work day. Substitutes will be required for coaching sessions unless a teacher advised principal at the beginning of the year. They may meet during their plan time for coaching (paid at curriculum rate) and/or meet before or after the teacher work day (paid at the curriculum rate). A teacher shall not be required to be videotaped for coaching or the grant without permission.
 - b. Per Article 6 Section B the District shall strive to maintain adherence to a calendar that has no more than 2.5 hours per week.

4. Participation in professional development approved by the principal and/or Leadership Team will result in the award of **DPPD** hours **documented and verified** in KALPA. The Leadership Team will meet monthly as part of the school improvement team. The members of Leadership Team will receive \$25.00 per hour for team work.

5. Meetings required by the SIG grant that involve teacher release time during the work day shall schedule substitute teachers early i.e. ILC, PLC, KRESA Debrief, Leadership. This will help establish a positive culture and climate and support academic achievement in the school.

6. Article 6, Section C shall apply. Therefore, staff shall not be requested to attend meetings during their duty-free lunch periods.

B. Operational flexibility for professional development

The district calendar for professional development and contractual provisions for summer training shall be followed to the greatest extent possible in order to meet the requirements of the School Improvement Grant V. If needed, training over the summer will not exceed five days or equivalent and paid at rate in A.2. (Above). The days will be scheduled as described in Article 32 Section E. The content of such professional development and summer training will be in support of the building school improvement plan/unpacking tool.

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1. Such Professional Development shall be scheduled and members notified no later than thirty days prior to the activity or the last work day in May (whichever comes first) for the upcoming summer trainings. This includes all staff training, as well as, Leadership trainings. Leadership trainings shall occur the week prior to the staff trainings or immediately following the staff trainings.

II. GENERAL PROVISIONS

1. The parties recognize that the implementation of the school improvement plans over the next three (3) school years may require adjustments and modifications.
2. Either party may initiate discussion of changes to this Letter of Agreement. Mutually agreed upon changes will be subject to the approval of the Association and the District.
3. In the event federal and/or state law or regulations changes or are repealed in such a manner to affect the implementation of the provisions of this Letter of Agreement Article I, Section G shall apply.
4. This Letter of Agreement neither sets a precedent nor constitutes a binding practice, custom or course of dealing between the parties.

For the Association:

For the District:

Signature

Signature

Date

Date

05/18/2018

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TENTATIVE AGREEMENT

LETTER OF AGREEMENT
between
Kalamazoo Education Association
and
Kalamazoo Public Schools

RE: Western Michigan University/Reading Now Network High Impact Leadership
Grant: KPS Elementary Schools- Arcadia, Edison, Lincoln, Milwood, Northeastern,
Prairie Ridge, and Washington

The Kalamazoo Education Association, known as the “Association”, and the Kalamazoo Public Schools, known as the “District”, hereby agree for the 2017-2018, 2018-2019 and 2019-2020 school years for Arcadia, Edison, Lincoln, Milwood, Northeastern, Prairie Ridge, and Washington. **The following schools will be added in 2018-19, 2019-2020: Spring Valley, Woods Lake, and Woodward.**

Purpose Statement: In order to improve student achievement, school leadership teams are being trained through the WMU/RNN HIL grant. This is a federal grant led by WMU through the established RNN to help the principal and teacher leaders in the building work to raise academic skills and scores for students. The teams will receive in-services and training related to research-based practices.

I. Common Provisions

A.Meetings and professional development beyond those scheduled in the district calendar.

1. All teachers and itinerant staff participating on the leadership grant will receive additional hours of professional development and training.
2. For the professional development, when conducted outside the regular workday and outside the district calendar, KEA members will be compensated at the curriculum rate. Timesheets and attendance will be kept and members must sign in and out to be compensated.
3. Meetings for staff held before and/or after school or on plan periods during the school year and outside of the school improvement team that focus on this leadership grant to inform and monitor progress shall be compensated at the curriculum rate, plus benefits. Teachers shall not be required to be videotaped for coaching or the grant without permission.
4. Participation in professional development for this grant is based on the principal’s recommendation and staff will be awarded professional development hours through KALPA if applicable.
5. Substitute teachers will be scheduled early if any release time is needed during the work day for activities related to the grant such as instructional rounds or walk-throughs. If substitutes are not available, teachers will remain in the classroom and the release time shall be rescheduled.
6. Article 6, Section B: The district shall strive to maintain adherence to a calendar that has no more than 2.5 hour per week.

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7. Section C: Therefore, Staff shall not be requested to attend meetings during their duty-free lunch periods.

98. All known meetings and commitments shall be distributed to participants in advance.

According to Article 6, Section B, the appropriate administrator shall notify staff by email of required and voluntary meetings not posted on the contractual calendar not later than Tuesday by the end of the teacher work day or the week prior to the meeting date. The appropriate administrator shall also notify staff by email of any cancellation of a scheduled meeting not later than Tuesday by the end of the teacher work day of the week prior to the meeting date.

B. Operational Flexibility for Professional Development

The district calendar for professional development and contractual provisions for summer training shall be followed to the greatest extent possible in order to meet the requirements of the WMU/RNN HIL grant. If needed, training over the summer will not exceed five days or equivalent and paid at the curriculum rate. Staff members will be notified no later than thirty days prior to the activity or the last work day in May whichever comes first.

1. General Provisions

- A. The parties recognize that the implementation of this grant is over a three year period of time including the current school year. And may require adjustments and modifications.
- 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.

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

For Kalamazoo Education Association

For Kalamazoo Public Schools

Amanda Miller

Sheila Dorsey-Smith

Date:

Closed Issue

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

RE: Partnership School

The Kalamazoo Education Association, known as the "Association", and the Kalamazoo Public Schools, known as the "District", hereby agree for the 2018-2019, 2019-2020 school years for Washington Writers' Academy and Woodward School for Technology and Research

The District shall provide to the KEA President and bargaining unit employees quarterly ~~reports~~ updates through meetings with the Assistant Superintendent of Teaching and Learning Services which shall include the implementation plans, including timelines, and status updates of progression towards student growth goals after each quarterly meeting with MDE.

TENTATIVE AGREEMENT

LETTER OF AGREEMENT

KALAMAZOO EDUCATION ASSOCIATION

AND

KALAMAZOO PUBLIC SCHOOLS

Kalamazoo Innovation and Learning Program

The Kalamazoo Education Association, hereinafter known as the “KEA” or the “Association,” and the Kalamazoo Public Schools, hereinafter known as the “District” hereby agree as follows with respect to the Kalamazoo Innovation and Learning Program (“KILP”), a total online credit recovery program:

WHEREAS, for the 2016-2017 school year, the District established KILP as a totally on-line credit recovery program for students who were not successful in traditional, comprehensive high school programs or in the existing Phoenix Alternative Education Program;

WHEREAS, to implement KILP, the District entered into a three-year contract with Ombudsman, which is responsible for providing curriculum, computer technology, training and administration of the program, and the District is responsible for hiring KILP teachers;

WHEREAS, the District established a job description for the teachers, established hours of employment and compensation, and hired two employees to serve as teachers for KILP (hereinafter “KILP teachers”); and

WHEREAS, a dispute has arisen between the Association and the District over whether KILP is a pilot program for the purposes of Section 15(3)(h) of the Public Employment Relations Act (“PERA”), MCL 423.215(3)(h): The District’s position is that KILP qualifies as a pilot program for the purposes of Section 15(3)(h) of PERA and is a prohibited subject of bargaining; but the Association file a grievance contending that KILP is not a pilot program and all or parts of it are subject to collective bargaining.

NOW, THEREFORE, in an effort to resolve this dispute, the parties agree as follows with respect to teachers assigned to the KILP Program

- A. Teachers assigned to KILP will be considered members of the Association’s collective bargaining unit, and as with any other new employees, the Association will have the opportunity to invite KILP teachers to join the Association.

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- B. The parties' Collective Bargaining Agreement and future collective bargaining agreements in effect during the term of the letter of Agreement shall apply to KILP teachers except where identified below:
1. **Hours of Work.** Since the District needs the flexibility to establish the hours of work, the provisions of Article 6 of the parties' Collective Bargaining Agreement shall not apply to the terms and conditions of employment of KILP teachers, and the District shall determine their hours of work and work schedules.
 2. **Staffing and Class Size.** Since the District needs the flexibility to establish staffing and class size for KILP, the provisions of Article 7 of the parties' Collective Bargaining Agreement shall not apply to the terms and conditions of employment of KILP teachers, and the District shall determine class loads.
 3. **Curriculum.** Since the curriculum is provided through the contracted vendor Ombudsman, any provision relating to curriculum in the parties' Collective Bargaining Agreement, including Article 8, Article 9 and Article 23, shall not apply to the terms and conditions of employment of KILP teachers.
 4. **Transfer and Vacancies.** Since the district needs flexibility in assignment of KILP teachers, who are subject to the Teachers' Tenure Act, MCL 38.101 *et seq.*, Article 12, relating to Transfers and Vacancies, shall not apply to the terms and conditions of employment of KILP teachers.
 5. **Evaluations.** Since KILP teachers are subject to the Teachers' Tenure Act, any provisions relating to staff evaluations shall not apply to the terms and conditions of employment of KILP teachers.
 6. **Paid Leave of Absences.** Article 19 Sections C, H, J, K and R shall not apply to the terms and conditions of employment of KILP teachers, except the District agrees to provide a paid sick day benefit to KILP teachers commencing with the execution of this Letter of Agreement. For the 2016-2017 school year, the number of sick days will be prorated based on the remaining days in the school calendar from the date of the execution of this Letter of Agreement. Use of paid sick leaves will be governed by the terms and conditions of Article 19, except in lieu of funeral leave, an employee may use accrued paid sick days for funeral leave under Sections L, M and N of Article 19. ~~If there are two (2) two or more consecutive snow days, then~~ **When school is called due to inclement weather,** the KILP teachers shall be allowed to use ~~one~~ sick days. ~~on any successive snow days.~~
 7. **Sabbatical Leaves.** The provisions relating to sabbatical leaves in Article 21 shall not apply to the terms and conditions of employment of KILP teachers.

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8. **Professional Compensation.** The provisions in Article 22 Sections A, D, E, F, H, I, K, M, N, T, V, X, Z and compensation schedules shall not apply to the terms and conditions of employment of KILP teachers, whose rate of pay has been established as ~~\$30.56~~ **\$31.17** per hour, for all hours suffered to work. The parties agree that any changes to this rate of pay, including increases or decreases, will be subject to collective bargaining negotiations.
9. **Professional Development.** This District will comply with all professional development requirements under MCL 380.1527 and MCL 380.1526 by offering employees at KILP; said employees to be paid at the hourly rate as delineated in #8 above. KILP teachers will be provided with the same amount of professional development as required of other high school teachers. Beginning October 1st 2017, the KILP teachers will be provided a schedule of professional development
10. **Maintenance of Standards.** The provisions in Article 25 shall not apply to the terms and conditions of employment of KILP teachers.
11. **Layoff and Recall.** Since KILP teachers are subject to the Teachers' Tenure Act, Article 27 relating to layoff and recall shall not apply to the terms and conditions of employment of KILP teachers.
12. **Letters of Agreement.** Except for the Letters of Agreement relating to Family and Medical Leave Act, the Letters of Agreement shall not apply to the terms and conditions of employment of KILP teachers.
- C. **Withdrawal of Grievance.** In exchange for these promises, the Association agrees to withdraw its grievance, No. 16-17-01 with prejudice.
- D. **Duration.** This Letter of Agreement will take effect the first day after both parties have executed it below and shall remain in effect through and including June 30, 2019.
13. .

KALAMAZOO EDUCATION ASSOCIATION

By: _____

AMANDA MILLER
ITS: PRESIDENT

KALAMAZOO PUBLIC SCHOOLS

By: _____

SHEILA DORSEY SMITH

ITS: ASSISTANT SUPERINTENDENT
FOR HUMAN RESOURCES

KEA to KPS Bargaining Tentative Agreement 8/19/2018

BY: _____

TIM RUSS

ITS UNISERV DIRECTOR

Revised August 25, 2017