

## Summary

Topic	Article	Summary
Inclement Weather Emergency Personal Days	6	Eligibility based on closure of school district employee resides in, not whether others report to work.(Grievance Settlement)
Middle Case Load Overage	7, LOA #1	Payment of \$200 for daily caseload of 159 and \$400 for \$160 each Trimester (Mediator's Proposal)
Mentoring Virtual Course Students	7	Establish practice of assigning highly qualified mentors to virtual high school courses
Prep overage and Class size overage	7	Payment reduced if deadline missed. Max reduction of 50% (Grievance Settlement)
HS Special Education Department Heads	10	Department heads teach 4 section each year.
Professional Development	14	Ensure SCHECH credit for PD
Grievance Procedure	17	Eliminate informal memo, Electronic or paper form
Paid Leave	19	Move language to new location
Advance Placement Training	22	Ensure pay for training(Grievance Settlement)
Salary Advancement	22	Employees eligible to advance based on years of employment advance to Level according to Schedule A.
Off-Schedule Payment	22	1% of salary off schedule payment in two lump sums: Upon ratification following first full payroll period and first pay in March 2021 (0.5% each payment)

No Possible Enrollment Bonus	22	Unaudited enrollment decline of 690 and date of TA means no potential enrollment bonus was part of TA this year. May return next year if parties agree.
Mentor Teachers	31	Changes is mentor selection process
Montessori School	LOA #8	Make service required to “pay off” Montessori training equitable to all teachers assigned to program
Kalamazoo Innovative Learning Program	LOA #11	Remove
Phoenix Priority School	LOA #13	Revisions related to changed status of school
Alternative Learning Program	LOA #16	Remove
Credit Recovery Committee	LOA #15	Remove
Reading Now HIL Grant	LOA #18	Clarify participating schools
Eliminate 1 half-day	Calendar Rules 15 and 16	Change to Trimester for elementary established ability to eliminate a half day
comp time	22	Comp time use on non instruction days

**MEDIATOR'S PROPOSAL 2**

**01/06/2021**

As stated in Mediator's Proposal 1 dated 12/21/20, there are two outstanding Employer issues. Specials/Sub issue and Middle School Student Load issue. The parties are on the same page on the Mentor issue and it will not be addressed but should be part of the settlement. Both parties have responded to Mediator's Proposal 1 and have shown movement from their respective positions expressed at mediation conference in December. I have reviewed the responses in crafting Mediator's Proposal 2.

While working on Mediator's Proposal 2, I spoke directly with the Employer's representative. The Employer has done some deep internal review and discussions with its building administrators regarding the two outstanding issues. From this internal review, the Employer has chosen to prioritize the Middle School Student Load Issue over the Specials/Sub Issue.

Based upon a complete review including my conversation with the Employer, I am making this Mediator's Proposal 2.

1. Special/Sub Issue: The Employer agrees to withdraw the proposal and maintain the current contract language without change. As the Union strongly fought for this position, the Employer's withdrawal should settle this issue.
2. Middle School Student Load Issue: As I proposed in Mediation Proposal 1, the Employer was to pay \$200 per term for each student over 158 up to a maximum of 160.  $159 = \$200$ ;  $160 = \$200 + \$200 = \$400$ . The Union indicated by e-mail it would accept this proposal. The Employer will now accept this proposal which should settle this issue.

**I strongly recommend the parties accept this proposal. Good faith negotiations require some overall give and take of the parties. I acknowledge there has been movement regarding these last two issues but recommend the parties move again accepting my new proposal to reach a complete Tentative Agreement. I believe this proposal is fair and reasonable in providing the relief sought by the District and recognizing the memberships extra work.**

**Settlement should also include all TA's previously agreed to by the parties. I strongly encourage the parties to accept Mediator's Proposal 2 in complete settlement. The parties must draft the exact language for each respective proposal.**

**Thomas Zulch, Michigan Employment Relations Commission Mediator**

APPENDIX 2: LETTERS OF AGREEMENT

Letter of Agreement #1- Middle School Letter

+A per Mediation  
Proposal NO. 2 1/28/2021

LETTER OF AGREEMENT #1

between

KALAMAZOO PUBLIC SCHOOLS

and the

KALAMAZOO EDUCATION ASSOCIATION

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

2. With the exception of classes in music, study hall, physical education and counseling group assignments, it is agreed that the maximum number of students assigned to any middle school teacher in a marking period or on any day shall not exceed one hundred sixty (160) ~~fifty-eight (158)~~ students per school day and thirty-five (35) students per class period.

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

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

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

The District agrees that teachers with 159 students will receive a caseload overage of \$200.00 per trimester, and teachers with a caseload of 160 students shall receive an overage of \$400.00 per trimester. Article 7 will be modified to reflect these additional overage payments.

17

16

9

Clark/HU/31771/404034/223830287.v4-6/1/20

Board Proposal:

Article 7, Section M

TA per Board's December 3,  
2020 Final offer & Mediator's  
Proposal 1/7/2020

Students enrolled in virtual course(s) that require mentoring to ensure State Aid for their enrollment shall be mentored by online credit retrieval teachers unless the 5-student limit is exceeded in Section L, Article 7 shall apply, and maximum class size of 35 shall not be exceeded. If the assigned certified content teacher of record is someone other than the mentor teacher, then the teacher of record shall keep track of any additional hours of work over their regularly assigned duties in Illuminate, which additional hours will be compensated at the curriculum rate. The maximum additional hours for a teacher of record shall be limited to 10 hours per trimester

Explanation: New MDE requirements mandate that a content certified teacher be assigned to virtual classes.

18  
+19

**KALAMAZOO PUBLIC SCHOOLS  
AND  
KALAMAZOO EDUCATION ASSOCIATION**

**Settlement of KEA Grievance 18-19-10**

The parties agree to settle KEA Grievance 18-19-10 as follows:


1. The District will make the Grievance, Jeremiah Pick, whole for the lost day relating to a weather event by allowing him to take a personal leave day.
2. In exchange, the parties agree to clarify the first paragraph of Article 6, Section H of the parties' collective bargaining agreement as follows:

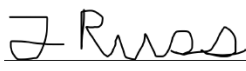
When road conditions, weather, or other acts of God ~~make transportation impossible~~ **results in the cancellation of school by the school district where the employee resides**, then the employees shall (1) contact their designated supervisor; and (2) report for work ~~as soon as~~ **if** conditions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

3. The KEA agrees to withdraw its Grievance 18-19-10 with prejudice and dismiss any pending Arbitration proceeding.
4. The KEA and the District will split any arbitrator cancellation fees.

**KALAMAZOO PUBLIC SCHOOLS**

**KALAMAZOO EDUCATION  
ASSOCIATION**

By:   
Sheila Dorsey-Smith, Assistant  
Superintendent of Human Resources

By:   
Its: MEA UniServ Director

Dated: Sep 9, 2020, 2020

Dated: August 21, 2020

**KALAMAZOO PUBLIC SCHOOLS  
AND  
KALAMAZOO EDUCATION ASSOCIATION**

**Settlement of KEA Grievance 18-19-13  
Grievant: Michelle Wilson**

The parties agree to settle KEA Grievance 18-19-13 as follows:

1. The parties agree and acknowledge that the Grievant was late in submitting her form for payment of overages under Article 7, Section F of the parties' collective bargaining agreement. Notwithstanding, as part of this settlement, the District will agree to pay the Grievant 100% of the documented amount relating to her overages for the second trimester of the 2018-2019 school year, and the District will agree to withdraw any discipline regarding the Grievant's late submission from her personnel file.
2. The parties agree and acknowledge that timely submission of the overage payment form is critical to a timely and efficient processing of these payment claims, and a failure to timely submit the overage payment form creates a hardship for the Administration. Accordingly, the parties agree to modify Article 7, Section F of the parties' collective bargaining agreement as follows:

**Section F: Payments for Overages and Extra Preparations**

A determination of class counts shall be made no later than fifteen (15) student days after the first day of the first trimester and ten (10) days after the first day of the second and third trimesters. After the initial determination of class counts, if the number described in

Section E is exceeded, the teacher will be eligible for the additional payment.

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

- **1 day late will result in a 10% reduction for a 90% overage payment.**
- **After seven (7) calendar days the overage payment will be reduced by 25% resulting in a 75% overage payment.**



- After fourteen (14) calendar days, the overage payment will be reduced by 50% resulting in a 50% overage payment. This shall be the maximum reductions for late submission.
- Any submissions after twenty- one (21) calendar days will result in a significant delay in processing payment. Those submissions will be paid within two (2) pay periods. ~~All other submissions will be paid at the pay date that is fourteen (14) to twenty one (21) calendar days from the date of submission.~~

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

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

3. The KEA agrees to withdraw its Grievance 18-19-13 with prejudice.
4. Any withdrawal of disciplinary action will be on a non-binding precedent basis for any future actions or decisions regarding late submissions under the parties' collective bargaining agreement and or the District's policies and procedures.

**KALAMAZOO PUBLIC SCHOOLS**

**KALAMAZOO EDUCATION  
ASSOCIATION**

By: *Sheila Dorsey-Smith*  
Sheila Dorsey-Smith (Sep 15, 2020 13:21 EDT)  
Sheila Dorsey-Smith, Assistant  
Superintendent of Human Resources  
Dated: Sep 15, 2020, 2020

By: *Amanda Miller*  
Amanda Miller (Sep 15, 2020 12:59 EDT)  
Its: Kalamazoo EA President  
Dated: Sep 15, 2020, 2020

1. Article 10, Section D—Special Ed Department Heads; KEA proposal 5/6/2020. **Response:**  
**The Board proposes the following counter:**

Article 10 Section D: Accreditation Facilitators and **Special Education Department Heads**

1. Facilitators (one (1) at each high school) of the high school accreditation process shall receive one (1) hour of released time each day. Said released time shall be spent on accreditation activity.
2. **Special Education Department Heads at the High Schools shall be assigned at least 4 classes over the course of the three trimesters. The building administrators shall have discretion of when and which four classes will be assigned. [TA 11/27/2020 and per Board's December 3, 2020 Final Offer.]**

## KEA-KPS Tentative Agreement 2020-2021

**From:** [Grate, Marshall W.](#)  
**To:** [Russ, Tim](#); [Amanda Miller](#)  
**Cc:** [Sheila Dorsey \(dorseysr@kalamazoopublicschools.net\)](mailto:dorseysr@kalamazoopublicschools.net)  
**Subject:** Summary of areas of agreement to KEA 6/9/2020 proposal  
**Date:** Tuesday, June 9, 2020 7:02:31 PM

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Dear Tim: This message will confirm that we have a TA on Article 14 regarding Professional Improvement and in regard to LOA No. 18—WMU Reading Now Network High Impact Leadership. In addition we proposed to extend the LOA No. 13 regarding Phoenix by changing the date to apply to the 2020-2021 school year with no other changes. Marshall

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**Board Proposal No. 2, June 1, 2020**

**ARTICLE 14 – PROFESSIONAL IMPROVEMENT**

**The Board agrees with the KEA May 27, 2020 proposal except on one provision in Section E. The Board counters as follows (new inserts are underlined):**

**Section C: Professional Development**

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

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

**Section D: Guidelines for Professional Development**

1. Before the start of each school year, the District will establish an overarching theme(s) or a guiding focus for Professional Development during the year, with the understanding that they may be subject to revision. Such theme(s) may vary between grade levels, content areas or school buildings. These theme(s) will be communicated by US mail to the teaching staff two (2) weeks before the first teacher work day in August. The District will anonymously survey all employees prior to planning the overarching theme and before the end of October. The data will be compiled and reviewed at Contract Review in November.
2. The purpose(s)/topic(s) for the Professional Development meetings in the week(s) prior to the start of school will also be published at the same time that the annual theme(s) is/are published.
3. The specific topics and goals for Grade-Level/Department Meetings, to be held as specified in the Calendar/Master Agreement, will be derived from the District and School Improvement goals, strategies and objectives. **The Guiding Questions Form will be used in this process.**
4. Each year, principals will seek KEA volunteers for the following school year to serve as meeting facilitators for Grade-Level meetings and for Department Meetings for which a Department Head is not elected. Elementary Grade-Level or Content-Area facilitators will be selected by their respective team members by May 15, in accordance with the Department Head selection process outlined in Article 12, Section L. All facilitators selected for the next school year must complete the facilitator training annually before their service as facilitator.

5. If no qualified KEA employee volunteers to perform this role, the principal will select the most senior KEA volunteer who does not meet the qualifications, but is interested in this role. That staff employee will be expected to participate in the next available facilitator training. Such training shall be offered to all KEA employees at least once each semester at a time not in conflict with work schedules. If there are no volunteers, the principal will assign the least senior, tenured staff employee who will be expected to attend the facilitator training. If there is no tenured staff employee, the most senior probationary staff employee shall be assigned and expected to attend the facilitator training.
6. If a teacher facilitates a Grade-Level/Department Meeting for colleagues, then said facilitator shall be compensated, not to exceed 1.5 hours, at the curriculum rate for the equivalent length of time of the Grade Level/Department Meeting. When such work is done by a Department Head, compensation is already provided in the extra duty salary for the department head.
7. The District will seek volunteers to present District Professional Development. Such volunteers will be paid the curriculum rate for the pre-approved amount of training/preparation time. Such approval shall be given by the Director of Curriculum. Additionally, if the training occurs during the presenter's non-working hours, he/she will be paid the curriculum rate for the actual training time.
8. After each Professional Development (PD) session, including Grade-Level and Department Meetings, participants will be asked to provide anonymous written feedback, electronica or hard copy at the District's option. Such feedback will be returned to the facilitator and Teaching and Learning Services (TLS). The feedback will be collected and tabulated on an anonymous basis and used to assess the effectiveness and quality of the PD activity and to make any revisions in the delivery of future PD. Access to the feedback forms and available summaries of the feedback will be provided to the Association normally within fifteen (15) work days. It is recognized that there may be circumstances where the forms and/or summaries may not be available for up to thirty (30) work days. Upon request of either party, the parties shall meet in a timely manner to review any practical problems in implementing these provisions.
9. All bargaining unit employees within the KEA, including those with extra duty/co-curricular responsibilities or after school assignments, are required to attend all Grade-Level/Department Meetings, Building Staff Meetings, and Professional Development sessions or activities. Unauthorized absences from required meetings may lead to discipline up to and including dismissal.
10. The District ~~will make reasonable efforts to~~ **shall** file the necessary documentation with the MDE or appropriate agency to have District-provided, regularly-scheduled, Professional Development (~~SCECH~~/DPPD) sessions qualify for issuance of Continuing Education Units (**SCHECH credit**). This ~~may~~ **shall** include back-to-school PD, grade-level/department PD, building PD, **SCECH (State Continuing Education Clock Hours) credit**, and all other District PD.
11. KEA bargaining unit employees with extracurricular or after school assignments will request in writing at least ten (10) work days in advance, whenever possible, to be excused only if there is a scheduled competition or similar pre-scheduled contest or special event at which the staff employee's attendance is required. The principal will respond in writing within five (5) work days of submission of the request. In such cases, the KEA bargaining unit employee shall obtain the information from the meeting facilitator and then complete and



- submit a form to the building principal or appropriate administrator reflecting the content of the missed information within five (5) work days of the missed meeting. See Appendix 3 Attachment B.
12. Each KEA bargaining unit employee – according to grade level, content area, or other specialty – will have a designated location for each Professional Development session or activity. The designated locations will be provided to the Association before the first teacher work day in August.
13. The Association and the District hereby agree that on days when school is in session in the morning and building PD takes place in the afternoon, the lunch time plan will be as follows:
- Thirty (30) minutes will be allocated for lunch if lunch is provided to staff, if food is available for purchase or, if desired, staff provides their own food (such as potluck).
  - Sixty (60) minutes will be allocated for lunch if staff is to purchase their lunch off site.
14. This lunchtime plan will be announced to staff no later than three days prior the Professional Development and be announced to staff as part of the publishing of the PD agenda. The lunchtime plan, once determined, will apply to all staff. Both the Association and the District agree and expect teachers to return to the building and be ready to begin their professional development no later than sixty (60) minutes from lunch dismissal.

### **Section E: Professional Development Records**

The District shall verify all completed PD sessions within ten (10) working days of each session. ~~For 2019-2020 school year a grace period of 5 additional days shall be granted to allow improvements of the system.~~ 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. **Bargaining Unit Employees are expected to complete the SCHECH credit paperwork before departing the PD session including their Personal Identification Code (PIC) associated with their teaching certificate. At the conclusion of each session the District must collect the SCHECH verification paperwork and it must be submitted to the Michigan Department of Education within the prescribed timeline. A copy of each document submitted shall be uploaded to KALPA.** 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. [Please note this existing language is included and no longer a proposed deletion.]

**The District shall comply with MDE requirements to ensure District provided PD offers SCHECH credit and required paperwork shall be submitted in a timely manner. Bargaining unit employees are responsible for meeting MDE expectations of completing the MDE required survey to receive SCHECH credit.**

Flex PD sessions that are to be offered by the Association ~~will be submitted for approval thirty (30)-calendar days prior to the session~~ **which will be responsible for SCHECH credit approval from the State of Michigan.** ~~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 the 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. When the training or professional development is required, then the District shall inform bargaining unit employees whether the training or professional development has not been approved for SCHECH credit. If the training or professional development is voluntary, then upon request the District shall inform the bargaining unit employee whether the training or professional development has been approved for SCHECH credit.~~

Beginning prospectively with the **For DPPD including** 2019-2020 school year **or before**, 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 of 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. **KALPA shall continue to be the method for maintaining records of PD attendance but effective July 1, 2020, it shall not have a role in verification of DPPD for the purposes renewal of a teaching certificate beyond the 2019-2020 school year DPPD.**



## ARTICLE 17 – GRIEVANCE PROCEDURE AND BINDING ARBITRATION

### Informal Level

An employee who believes there is a basis for a grievance shall first discuss the matter with the building principal within ten (10) working days of the cause of, or receipt of written notification of, or when the employee knew or reasonably should have known of such grievance, either alone or accompanied by the Association representative. Other employees who are not assigned to work regularly under a building principal shall discuss the matter with their immediate supervisor. ~~Following such informal discussion, the parties shall draft and sign a joint memorandum specifying the date of the discussion, the issue and the disposition.~~ Because the parties believe in resolving disputes at the earliest possible level, the employee and building principal are encouraged to take a reasonable period of time to discuss their differences and explore potential resolution. ~~Following such informal discussion, the parties may draft and sign a joint memorandum specifying the date of the discussion, the issue and the disposition.~~

### Formal Level

#### Step I - Building Level

If the matter is not resolved informally, the grievant or the Association may, within five (5) working days of their ~~final~~ informal discussion, ~~or the date on the memorandum above, if one exists, initiate formal proceedings by completing printing on a paper grievance form, or electronic form<sup>1</sup>, or filing an electronic version of completing Step 1, Parts A through D, of the Grievance Report form (Page 108) and filing it with the administrator whose signature appears on the informal memorandum or who participated in the informal discussion,~~ or the grievant and Association may within the same time period, refer the matter to the next Contract Review meeting. If the matter remains unresolved after the next Contract Review meeting, then it may be advanced to Step II within five (5) working days of the Contract Review meeting.

- 1. Any tentative agreement on this provision shall be contingent on the demonstration of a functional electronic grievance form prior to ratification of the agreement.*

Tentative Agreement per the KEA May 11, 2020 proposal.

## **SECTION 19: PAID LEAVES OF ABSENCE**

### **Section Q: Teacher Call-In/Substitute Contact**

The District agrees to maintain an online qualified substitute system.

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

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

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

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

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

**Move three highlighted paragraphs to Article 19, Section J, Personal Business Leave.**

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

## **Tentative Agreement**

**August 6, 2020**

This proposal is tie-barred to proposed settlement for grievance 19-20-02 that accompanies this proposal.

## **Article 22 Compensation**

### **New Section AA**

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

Grievance Settlement:

In consideration for accepting the above language as a new contract provision, the parties agree to settle grievance 19-20-02. The terms of settlement shall include making sure all bargaining unit employees who have attended AP training in the previous two fiscal school years be made whole per the terms of grievance settlement 07-08-15. **Documentation should be provided to Assistant Superintendent for Teaching and Learning Services.**



8/17/2020

  
Amanda Miller (Sep 9, 2020 14:23 EDT)

Sep 9, 2020

  
Marshall W. Grate (Sep 9, 2020 14:26 EDT)

Sep 9, 2020

**KALAMAZOO PUBLIC SCHOOLS  
and  
KALAMAZOO EDUCATION ASSOCIATION  
BOARD PACKAGE PROPOSAL No. 2.**

**November 30, 2020**

The Board presents this proposal as a package proposal. The proposal consists of four parts:

1. Board's Economic Proposal No. 2; **[Yes per KEA 11/27/2020]**
2. Letter of Agreement with respect to Preparedness Plan No. 7; **[Yes per KEA 11/27/2020]**
3. Board's outstanding language proposals, **as modified herein**; and
4. Board's position on the KEA's outstanding language proposals, **as modified herein**.

**I. BOARD'S ECONOMIC PROPOSAL NO. 2:**

1. Upon ratification by both parties, the Board will pay to advance employees on the Schedule A compensation table beginning the day after the both parties have ratified.
2. In addition, the Board will pay a one percent (1%) off schedule payment based on the employee's Schedule A salary after advancement to be paid in two equal lump sum installments to all employees on the payroll as of the date of payment: First payment to be paid with the first full payroll after ratification or as soon thereafter as reasonably possible and the second payment to be paid with the first payroll in March of 2021. To be clear, the off schedule payment will not be included in the Schedule A compensation schedule and/or continue for the 2021-2022 school year.
3. No change on insurance benefits.
4. This economic proposal is conditioned on resolution of all language issues and the Letter of Agreement.
5. **All previous Tentative Agreements.**

Board Proposal No. 2, June 1, 2020. The Board is willing to revert to current contract language with two exceptions. The Board needs to include language regarding Mentor/mentee training, especially in connection with the new teaching center. Second, the current language still contains language that incorporates a prohibited subject of bargaining regarding the appointment of mentor teachers which is a District function. The District proposes the following language to address these two issues.

#### ARTICLE 31 – MENTOR TEACHERS

TA (11/27/2020)

##### Section A: Mentees [second paragraph]

New teachers will be required to attend up to one (1) cluster meeting (not to exceed 1.5 hrs. each) per month as part of their professional development. In addition, each new teacher may be required to participate in another 1.4 hours of a professional development activity each month. Such professional development activity shall be given to the cluster by the mentor each month. Meetings will be held during the designated district professional development time after school whenever possible and be planned so as not to interfere with other District or building level meetings. Every effort will be made to use the contractual Mondays and Wednesdays for cluster meetings. However, when there is a conflict with the calendar date, the mentor and mentees can mutually agree to change the date of the cluster meeting to a new date that is agreed upon by all involved in the cluster. In addition, new teachers required to be in the mentoring program must attend three district-provided professional development sessions of 1.5 hours every year in the new teacher mentoring program.

##### Section B: MENTOR SELECTION, PROFESSIONAL DEVELOPMENT AND RESPONSIBILITIES

Mentor postings will contain specific criteria for the position, as defined in the Career Directory. Applicants can expect to complete a qualifications match. ~~Applications will be reviewed by the New Teacher Mentoring Advisory Committee and interviews may be conducted. Priority will be given first to KEA members who have completed a qualifications match and are assigned to the same building as the mentee and second to KEA members who have completed a qualifications match and are assigned to a different building than the mentee. If more mentors are still needed, the process will be open to retired KEA members who have completed a qualifications match. Recommendations will be made to the Superintendent. All qualifications being otherwise equal, seniority would prevail. Applications will be reviewed by the New Teacher Mentoring Advisory Committee which can make recommendations. The administration which will make the final selection from qualified candidates.~~

\*\*\*

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

each mentee. Mentor/mentee visits to other classrooms are also recommended. Release days and compensation will be allocated according to the following schedule:

Mentees	Compensation	Release Days (May be Used in 1/2-day Increments)
6-8	\$1,809.25	8
4-5	\$1,447.40	8
3 or less	\$1,085.55	6

16  
15

*Board Proposal No. 2. Based on new information, the District needs to add a reference to the Cohort A group of schools which is included in a new section B(1)(C) on the second page. Dor*

**Letter of Agreement #18- WMU Reading Now Network High Impact Leadership**

**LETTER OF AGREEMENT #18  
between  
Kalamazoo Education Association  
and  
Kalamazoo Public Schools**

RE: Western Michigan University/Reading Now Network High Impact Leadership Grant: KPS Elementary Schools – **Spring Valley, Woods Lake, and Woodward. 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 **2020-21 and 2021-22** school years for **Spring Valley, Woods Lake, and Woodward. 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.



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

8. All known meetings and commitments shall be distributed to participants in advance. According to Article 6, Section B, the appropriate administrator shall notify staff by email of required and voluntary meetings not posted on the contractual calendar not later than Tuesday by the end of the teacher 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.

C. **Due to the Governor's COVID-19 Executive Orders, there may be additional supports in the fall of the 2020-2021 school year for those schools included in the grant for the cohort A-- Arcadia, Edison, Lincoln, Milwood, Northeastern, Prairie Ridge, and Washington.**

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

For the Association:

/s/Amanda Miller  
President  
October 2, 2019

For the District:

/s/Shelia Dorsey-Smith  
Assistant Superintendent for Human Resources  
October 2, 2019

Amanda Miller  
Amanda Miller (Aug 4, 2020 13:45 EDT)

Tim Russ  
Tim Russ (Aug 4, 2020 14:04 EDT)

Marshall W. grate  
Marshall W. grate (Aug 4, 2020 14:20 EDT)

## *August 4, 2020 Tentative Agreement*

### **Letter of Agreement #8- Montessori Training**

**LETTER OF AGREEMENT #8**  
**Between the**  
**KALAMAZOO EDUCATION ASSOCIATION**  
**and the**  
**KALAMAZOO PUBLIC SCHOOLS**

RE: Montessori Training

The Kalamazoo Education Association (“KEA” or “Association”) and the Kalamazoo Public Schools (“KPS” or “District”) agree to the following terms and conditions relating to paid training for American Montessori Society (AMS) credentials and the expected commitment to Northglade Montessori School.

The following shall apply only to those selected by the District to participate **in** this training:

The District agrees to pay for the tuition, books, fees, and any other required expenses for KPS teacher(s) to attend Montessori training. If the training is out of the District or on a non-regularly scheduled work day, mileage will be reimbursed at the IRS rate, and a per diem amount will be provided according to ~~the~~ District guidelines and reimbursed according to District procedures for lodging, meals, and miscellaneous (i.e., tips). The District will pay the contractual in-service ~~curriculum~~ rate of pay for any hours spent in training that are outside of a regularly scheduled work day. Timesheets and expenses should be submitted at least every thirty (30) days to Human Resources. Any other expenses must have written prior approval.

If the employee(s) is required to miss work as a result of the required training, the teacher(s) will be excused from work, and will not be charged a sick day or personal business day. The teacher(s) is required to submit the appropriate form (S-55) and enter ~~s/he~~ **such** absence into AESOP no ~~less~~ **fewer** than five (5) days prior to the absence. The District will provide the substitute, if needed, at no expense to the building.

As a result of the District’s financial commitment to the ~~member’s~~ **bargaining unit employee training**, the District requires at least a ~~three (3)~~ **five (5)** year commitment for ~~tenured~~ **probationary KEA members bargaining unit members** to work at the Montessori school **and three (3) year commitment for tenured teachers.** ~~KEA bargaining unit employees, who are probationary, shall make a commitment of their entire remaining probationary period, plus an additional three (3) years beyond the probationary period. Requests for exceptions to this provision may be approved by mutual agreement between the District and the Association.~~

If the training is not successfully completed by the employee and/or the required AMS credentialing is not obtained, the teacher will be required to reimburse the District for all

expenses incurred. These expenses include tuition, books, fees, mileage, hotel, tips and other miscellaneous expense. Excluded are salary, benefits, retirement and other contractual payments.

Reimbursement of these expenses may be made one of two ways. One, the amount owed may be divided equally and payroll deducted from the following 12 months of paychecks. Two, the teacher(s) may elect to pay the District directly with a personal check for the entire amount.

If the employee chooses to leave the District without fulfilling the training, credentialing and/or the years' commitment, the District will seek reimbursement from the employee(s) for the expenses for tuition, books, fees, and any other required expenses for KEA bargaining unit employee(s) to attend Montessori training over the last remaining pays of the school year.

**Bargaining unit employees shall receive prorated credit for "years worked" "~~time served~~" in a Montessori teaching position therefore reducing the District-required reimbursement to the District required by bargaining unit employees upon voluntary separation of employment. Employees who transfer within the District shall not be required to reimburse the District as approval of such a transfer by Human Resources shall waive the debt.**

The District agrees, initially, to a Special Posting to all KEA bargaining unit employees regarding the opportunity(s) for Montessori training.

~~The District agree, initially, to a Special if the employee chooses to leave the District without fulfilling the training, credentialing and/or the years' commitment, the District will seek reimbursement from the employee(s) for the expenses for tuition, books, fees, and any other required expenses for KEA bargaining unit employee(s) to attend Montessori training over the last remaining pays of the school year.~~

**~~Effective with the ratification of the 2020-2021 agreement the District shall not have the right to recoup training costs from bargaining unit employees for any reason. Montessori training is a cost of the program and is not the responsibility of the employees.~~**

~~Posting to all KEA bargaining unit employees regarding the opportunity(s) for Montessori training.~~

In addition to coursework, the selected teacher(s), will leave his/her current assignment, and successfully complete a full-year internship at Northglade Montessori under the supervision of an AMS credentialed teacher on staff.

In order to attract and retain internal candidates, the District will acknowledge the completion of the AMS credential as the equivalent of a Master's ~~d~~Degree. Such acknowledgement will include ~~a move~~ **an advancement** on the salary schedule to the next lane (BA→MA or MA +30→Ph.D). The placement on the appropriate salary schedule will begin the first work day after the credential is granted and go forward indefinitely. If a KEA bargaining unit employees has or earns a Master's ~~d~~Degree after receiving the AMS credential and Master's

**Degree** pay, the teacher will move to the Master's +30 Schedule for pay. This lane advancement shall also apply to an employee with AMS credential at **the time of hire**. Placement in that lane continues provided the employee remains in the Montessori assignment.

Upon the successful completion of the program and the required AMS credentialing, the employee(s) will be required to take a position at Northglade Montessori ~~during~~ **at** the next available placement opportunity. If no position is available, the employee(s) will be placed on a list of qualified and certified Montessori teachers and will be placed as needed.

If the teacher is not placed in a Montessori position, no reimbursement to the District will be expected and ~~salary placement will remain the same as assigned~~ **salary advancement tied to completion of the Montessori training will not occur. When placed** ~~Upon acceptance~~ into the program, there will be an individual contract prepared with specific requirements and stipulations to represent agreement of the tenants of the agreement **and salary advancement will occur.**

This agreement does not establish a precedent, custom or binding practice in any other matter.

Date /s/ Amanda Miller  
For the Kalamazoo Education Association

Date /s/ Sheila Dorsey  
For the Kalamazoo Public Schools

Revised: June 22, 2012; January 31, 2013; September 10, 2014, Renumbered from #15 to #9 on August 21, 2015, July 27, 2016; NEW Date.

6/17/2020 10:07 AM  
KEA Economic Proposal #1

**Possible Tentative Agreement**

**LETTER OF AGREEMENT #8**  
**Between the**  
**KALAMAZOO EDUCATION**  
**ASSOCIATION**  
**And the**  
**KALAMAZOO PUBLIC**  
**SCHOOLS**  
**October 4, 2017**

**RE: Phoenix Reform Redesign Plan**

The Kalamazoo Education Association, known as the "Association" , and the Kalamazoo Public Schools, known as the "District", hereby agree for the 2017-18, 2018-19, 2019-2020, **and 2020-2021** with respect to the implementation of the school improvement plan under the directives of Section 1280C of the Michigan Revised School Code.

**Purpose Statement:**

The purpose of this Letter of Agreement is to fulfill requirements of Article 32 Section A of the Master Agreement and to meet the requirements of Section 1280c of the Michigan Revised School Code.

**I. COMMON PROVISIONS**

**A. Required Meetings and Professional Development**

1. All teachers and, where practicable, itinerant staff are required to participate in all professional development on the KPS/KEA School Calendar and other meetings or trainings that are incorporated in the school day.
2. Any additional professional development will be voluntary.
3. Participation in professional development approved by the principal and/or Leadership Team will result in the award of PD hours ~~through KALPA~~ **by the District providing SCHECH credit**. Teachers may log the hours on the Professional Development Log to be submitted as evidence for teacher evaluation.
4. Presentations from the School Improvement Team may be included in meetings or professional development as needed.

6/17/2020 10:07 AM  
KEA Economic Proposal #1

5. Summer work sessions of the School Improvement Team will meet based on consensus and will be compensated at the curriculum rate.

6. District School Improvement Director and Coordinator of Assessment will work with the staff to collect and analyze data. A schedule will be devised with dates of their involvement.

**II. Operational flexibility for extended learning opportunities**

- A. The instructional year was extended by 6.3 hours as reflected in the calendar start and end times.
- B. A tutoring schedule will be used to meet the support needs of students.
- C. When teachers volunteer to work Saturday School they will be compensated at the curriculum rate.

**III. GENERAL PROVISIONS**

The parties recognize that the implementation of this school improvement plan over three (3) school years may require adjustments and modifications.

Either party may initiate discussion of changes to this Letter of Agreement. Mutually agreed upon changes will be subject to the approval of the Association and the District.

In the event federal and/or state law or regulations changes or are repealed in such a manner to affect the implementation of the provisions of this Letter of Agreement Article I, Section G shall apply.

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

October 4, 2017

Tim Russ  
For the Kalamazoo Education Association

October 4, 2017

Sheila Dorsey-Smith

**From:** [Grate, Marshall W.](#)  
**To:** [Russ, Tim](#); [Amanda Miller](#)  
**Cc:** [Sheila Dorsey \(dorseysr@kalamazoopublicschools.net\)](#); [Cindy Green \(greenc@kalamazoopublicschools.net\)](#)  
**Subject:** FW: TA on LOA # 8 not #4  
**Date:** Friday, June 19, 2020 2:53:50 PM

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Dear Tim and Amanda: In reviewing my bargaining notes today, I saw that I mistakenly referenced the Phoenix Reform Redesign Plan as LOA #4 rather than LOA No. 8. I apologize for my mistake. Our intent was to communicate acceptance as a TA on the Phoenix LOA reform Redesign Plan which you indicated is LOA #8. However, I note that the LOA # 8, does not correspond to the LOA # 8 in the KEA CBA which refers to Montessori training. Marshall

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**From:** Grate, Marshall W.  
**Sent:** Wednesday, June 17, 2020 12:24 PM  
**To:** Tim Russ (truss@mea.org) <truss@mea.org>; Amanda Miller <milleram2@kalamazoo.k12.mi.us>  
**Cc:** Cindy Green (greenc@kalamazoopublicschools.net) <greenc@kalamazoopublicschools.net>; Sheila Dorsey (dorseysr@kalamazoopublicschools.net) <dorseysr@kalamazoopublicschools.net>  
**Subject:** TA on LOA # 4

Dear Tim: This email will confirm that the Board's team accepts the KEA proposal regarding Letter of Agreement # 4 as presented today, June 17, 2020, and it can be treated as a tentative agreement. Marshall

*This email message and any attachments are confidential and may be privileged. If you are not the intended recipient, please notify us immediately by reply email and destroy all copies of this message and any attachments. Please do not copy, forward, or disclose the contents to any other person. Thank you.*

KPS and KEA  
Collective Bargaining Negotiations  
Board Proposal Calendar Rules 15 and 16

TA per Board's  
December 4,  
2020 Final offer.

The Board proposes to change calendar rules Nos. 15 and 16 as follows:

Calendar Rules:

15. There shall be ~~one hundred seventy~~<sup>three</sup> ~~hours~~ (173) full student days of six (6) hours and ~~fifteen~~  
(15) ~~fourteen~~ (14) ~~minutes~~ maximum instructional time.

16. There shall ~~seven~~ (7) half student days of three (3) hours and ~~twelve~~ (12) ~~eleven~~ (11) minutes  
maximum instructional time. All of the half days shall be scheduled to start at regular A.M. start time  
and will alternate between A. M. and P. M. Schedule.



+ A 11/27/2020

## ARTICLE 22 -- PROFESSIONAL COMPENSATION

### Section F: Compensatory Time

Bargaining unit employees who volunteer and are approved in writing to work additional days outside of the regular negotiated calendar will receive compensatory days off. The compensatory time is to be mutually agreed upon between the employee and supervisor. This provision shall not be construed to deny payment of any compensation due under the collective bargaining agreement. Anything paid under previous agreements through June 30, 1994, will continue to be paid and not eligible for compensatory time unless mutually agreed to by the parties. Employee and administrator shall document accrued compensatory time on a Compensatory Time Form.

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

Lost planning time may be accrued up to one-half (1/2) day or full day increments and be utilized as compensatory time to be taken as mutually agreed upon between the employee and the supervisor during non-instructional days.

2. ~~A substitute will be utilized to make up the lost planning time at a mutually agreeable time.~~
2. ~~The employee shall be compensated for lost planning time at the then existing curriculum rate in the pay period in which the planning last time.~~

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

14 13