

**SUPPLEMENT TO**

**AGREEMENT**

**between**

**KALAMAZOO PUBLIC SCHOOLS**

**and**

**THE KALAMAZOO EDUCATION ASSOCIATION**

**2021-2023**

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**\*NOTE: The FULL contract is available upon request or by going to the KPS website transparency reporting.**

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**Section D: Application Timelines**

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

**Section E: Placement Following Sabbatical**

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

**Section F: NEA–MEA Service**

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

**Section G: Association Notification**

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

**Section H: Replacement Substitute**

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

**ARTICLE 22 – PROFESSIONAL COMPENSATION**

**Section A: Salary Schedules**

The basic salaries of bargaining unit employees covered by this Agreement are set forth in Schedule A. Schedule B sets forth extra duty salaries, Found in Appendix 3.

All bargaining unit employees will receive one percent(1.00%) an off schedule payment based on each salary in December of 2021 and December of 2022 lump sum for if a bargaining unit employee had ½ of days paid or more from first teacher work day to November 30 and did not resign or retire prior to December 1.

| Level | Salary 21-22                    | Salary 22-23                 |
|-------|---------------------------------|------------------------------|
| A     | \$40,572.00<br>(\$209.13 Daily) | \$41,927<br>(\$216.12 Daily) |
| B     | \$50,572.00<br>(\$260.68 Daily) | \$51,927<br>(\$267.67 Daily) |
| C     | \$60,572.00<br>(\$312.23 Daily) | \$61,927<br>(\$319.21 Daily) |
| D     | \$70,572.00<br>(\$363.77 Daily) | \$71,927<br>(\$370.76 Daily) |
| E     | \$80,572.00<br>(\$415.32 Daily) | \$81,927<br>(\$422.31 Daily) |

An additional salary schedule increase will occur in the event that the audited fall enrollment, for each year, is:

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This enrollment incentive payment, if any, will be applied to each bargaining unit members' salary retroactively to the start of the school year, based on distribution plan agreed to by the union.

|   | If Fall <b>2021</b> K-12 Enrollment is | Then aggregate Salary Increase is | Individual Increase |
|---|--|-----------------------------------|---------------------|
| 1 | 12,640 to 12,705                       | 0.20%                             | \$135.49            |
| 2 | 12,706 to 12,771                       | 0.40%                             | \$270.99            |
| 3 | 12,772 to 12,837                       | 0.55%                             | \$372.61            |
| 4 | 12,838 to 12,903                       | 0.70%                             | \$474.24            |
| 5 | 12,905 to 12,969                       | 0.85%                             | \$575.86            |
| 6 | 12,970 to 13,035                       | 1.00%                             | \$677.48            |

Also, the parties shall again consider an enrollment component to be applicable to the 2022 - 2023 school year, as part of this agreement.

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

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

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

1. Article 22 Section A and Schedule A. Salary shall be on Level A for up to three (3) years. Article 22 Section B
2. Article 22 Section H- No Advancement shall be accrued on the salary scale while working toward certification.
3. Upon completion of full certification, the teacher shall be placed on the Salary Schedule based on experience as a Non-Certified teacher as if it were certified service.

**Section B: Insurance**

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

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

|                             |  |
|-----------------------------|--|
| <u>Health</u>               | MESSA Choices II - \$500/1000 In-Network deductible<br>\$1000/2000 annual Out-of-Network deductible<br>\$20/25/50 OV/UC/ER (Office Visits/ Urgent Care/ Emergency Room)<br>co-pay<br>SAVER Rx<br>Includes Preventative Hearing Care<br>Adult Immunizations |
| <u>Long Term Disability</u> | 66 2/3   |

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|  |  |
|--|--|
| <u>Employer Paid</u>   | \$5,000 maximum/month<br>90 calendar day - modified fill<br>Freeze on offsets<br>Pre-existing condition waiver |
| <u>Negotiated Life- Employer Paid</u>  | \$10,000 and \$10,000 AD & D   |
| <u>Vision- Employer Paid</u>   | VSP 3 - Gold   |
| <u>Dental- 80%/20% Cost Share</u><br>Delta Dental<br>Class I, II, III + max<br>Class IV + max<br>Coordinated<br>Riders | 80/80S/80: \$2,000<br>80: \$2,000<br>50/50/50/50: \$1,500<br>Sealants  |

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

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

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

|   |  |
|---|--|
| <u>Health</u>   | MESSA Account Based Choices (ABC) Plan 1 - \$1350/2700* In-Network deductible<br>\$2700/5400* annual Out-of-Network deductible<br>*Or minimum “High Deductible Plan” deductible allowed per IRS Regulations.<br>MESSA ABC Rx<br>Includes Preventative Care and Hearing Care<br>Adult Immunizations |
| <u>Health Savings Account</u>   | HSA Administered by Health Equity<br>HSA Contributions shall be earned on per diem basis between first work day of January and last teacher work day<br>\$900/1800 to be contributed by District in January (pro-rated for new hires after January 1)  |
| <u>Long Term Disability Employer Paid</u>   | 66 2/3<br>\$5,000 maximum/month<br>90 calendar day - modified fill<br>Freeze on offsets<br>Pre-existing condition waiver   |
| <u>Negotiated Life- Employer Paid</u>   | \$10,000 and \$10,000 AD & D   |
| <u>Vision- Employer Paid</u>  | VSP 3 - Gold   |
| <u>Dental 80%/20% Cost Share</u><br>Delta Dental<br>Class I, II, III + max<br>Class IV + max<br>Coordinated<br>Riders | 80/80S/80: \$2,000<br>80: \$2,000<br>50/50/50/50: \$1,500<br>Sealants  |

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

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(Available effective January 1, 2020) Employees must select 26 pay schedule to be eligible.

|   |  |
|---|--|
| <u>Health</u>   | MESSA Account Based Choices (ABC) Plan 2 - \$2,000/4,000* In-Network deductible<br>\$4,000/\$8,000* annual Out-of-Network deductible<br><br>MESSA ABC Rx<br>Includes Preventative Care and Hearing Care<br>Adult Immunizations   |
| <u>Health Savings Account</u>   | HSA Administered by Health Equity<br>HSA Contributions shall be earned on per diem basis between first work day of January and last teacher work day<br>\$1,270.99/\$2,661.58/\$2,7768.58 to be contributed by District in January (pro-rated for new hires after January 1) |
| <u>Long Term Disability Employer Paid</u>   | 66 2/3<br>\$5,000 maximum/month<br>90 calendar day - modified fill<br>Freeze on offsets<br>Pre-existing condition waiver   |
| <u>Negotiated Life- Employer Paid</u>   | \$10,000 and \$10,000 AD & D   |
| <u>Vision- Employer Paid</u>  | VSP 3 - Gold   |
| <u>Dental- Employer Paid</u><br>Delta Dental<br>Class I, II, III + max<br>Class IV + max<br>Coordinated<br>Riders | 80/80S/80: \$2,000<br>80: \$2,000<br>50/50/50/50: \$1,500<br>Sealants  |

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

Commencing with the first pay period following September 1, 2016, all employees selecting Plan A, B, or C will make biweekly, pre-tax, payroll contributions totaling twenty percent (20%) of the annual plan premium for medical and dental-coverage. Commencing January 1, 2020 employee selecting Plan D shall pay twenty percent (20%) for medical only. For Plan D ancillary benefits not subject to PA 152 shall be one-hundred percent (100%) employer paid. Unless otherwise stated, employees shall pay any other annual costs of medical coverage not paid by the District.

The District's contribution to the Choices II health insurance plan selected by a bargaining unit employee shall not exceed 80% of the MESSA ABC Plan 1 and ABC Plan 2 premiums. Bargaining unit employees choosing to continue enrollment in Choices II will be required to pay the difference between the District's contribution to the ABC Plan 1 premium and the full cost of the Choices II plan (including deductibles) and all other annual costs. Effective January 1, 2020 Employees selecting ABC Plan 2 shall receive HSA contributions of \$1,270.99/\$2,661.58/\$2,7768.58 for single, two-person and full-family participants respectively.

Based on the Plan renewal rates provided by MESSA each fall, the contribution rates above will be revised annually, and distributed to all employees before October 15, or as soon as possible. An Open Enrollment

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period for each year will take place beginning approximately November 1 for no less than two (2) calendar weeks following distribution of the new rates. New contribution rates will take effect with the first pay period of the calendar year.

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

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

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

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

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

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

### **Section C: Additional “Cash-in-Lieu” Payment**

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

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

### **Section D: Extension of Employees’ Year**

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

**Section E: Secondary Counselors**

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

**Section F: Compensatory Time**

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

At each work site, the appropriate administrator and the employees can decide how lost planning time shall be addressed. 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 time.

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

**Section G: Bargaining Unit Employee Release**

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

**Section H: Past Experience**

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

**Section I: Advanced Degrees**

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

**Section J: Professional Growth**

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

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

**Section K: Masters Plus 30 Placement**

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

1. All credits must be submitted on an official transcript from an accredited institution of higher learning.
2. All credits shall have been earned beyond the time the Masters' Degree was granted.
3. All credits must, in some way, be applicable to the particular grade level or subject matter in which the employee is teaching or be applicable to an approved program of study.
4. If an employee applies for the Masters' Degree plus 30 placement and does not receive favorable consideration, he/she shall be notified in writing within thirty (30) days of the decision. At the employee's request, a credentials committee shall be appointed for the purpose of reviewing the submitted credits to determine whether or not an employee is eligible for said placement. The credentials committee shall consist of two (2) non-Human Resources administrators appointed by the Superintendent and one (1) Association representative designated by the KEA. The decision of the committee will be final.
5. Upon the presentation of credentials indicating completion of the approved program of study, the employee shall automatically be placed on the Masters' Degree plus 30 salary schedule. Any such salary increase shall be prospectively effective as of the date of ratification of this agreement. This shall include Occupational and Physical Therapists that must complete coursework of 60 or more credits in order to be professionally qualified for their position, even if it does not result in awarding of a degree.
6. Credits shall be earned and approved prior to the beginning of the contractual school year to qualify for placement on the Masters' Degree plus 30 hours salary schedule.
7. Automatic placement on the Masters' Degree plus 30 salary schedule shall apply to any employee who completes one of the following graduate-level programs: Master of Fine Arts, Master of Arts in Social Work, Masters' Degree in Speech Pathology and Audiology, Masters in Occupational or Physical Therapy who must complete 60 semester credits and Specialist in Education in School Psychology. In addition, automatic placement on the Masters' Degree plus 30 salary schedule shall apply to any employee who has completed at least sixty (60) graduate credits that include completion of the Master of Arts in Counselor Education and Counseling Psychology. The provisions of this Section shall only be applicable to those employees in assignments specifically related to their advanced degrees. Any such salary increase shall be prospectively effective as of the date of ratification of this agreement.

**Section L: Payroll Deduction**

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

The District shall deduct such amounts as are necessary to reimburse the District for any unpaid insurance costs incurred by bargaining unit employees during approved unpaid leaves (e.g., FMLA, workers comp or LTD). Upon return from such a leave, increased deductions shall be made from that employee's payroll to reimburse the District for the unpaid employee contributions. In such a case, increased deductions shall be made over the remaining payroll periods for that insurance year, or over the same number of payroll periods during which the employee's contributions had not been made, whichever is longer. A list of defined payroll codes will be posted on the intranet.

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

**Section M: Election of Pay Schedule**

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

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

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

**Section N: Vocational Education Pay**

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

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

**Section O: Retirement Stipend**

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

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

**Section P: Retirement Plan**

A bargaining unit employee who is retiring under the Michigan Public School Employees Retirement System (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.

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

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

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

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

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

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

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

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

### **Section R: Tuition Reimbursement**

For an employee seeking their first eighteen (18) hours of credit towards their initial Professional Certification, the District will advance up to **R<sub>1</sub>** per District semester, with a maximum of **R<sub>2</sub>** per credit hour. Such credit hours must meet state requirements for the certificate. Upon submission of proof of registration for graduate coursework, the District will provide a tuition reimbursement to the employee. If the employee does not submit a transcript to Human Resources, per the timelines below, showing successful completion of the course, the employee's pay will be reduced by the entire amount of tuition advanced; such reduction will be made over an interval of five (5) consecutive pay periods, when possible. Upon submission of proof of an Incomplete credit due to extenuating circumstances beyond the employee's control, the District will extend the deadline for submission through the next reimbursement cycle.

Each employee who earns additional credit, after August 28, 2011, at an NCATE or NASDTEC accredited college or university, or State Continuing Education Clock Hours (SCECH)/ or comparable Continuing Education Units (CEU) for ancillary professions not provided by the District, shall be reimbursed the sum of up to **R<sub>3</sub>** per credit hour, or up to **R<sub>4</sub>** per SCECHs/CEUs , for each additional hour or unit earned. The total

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sum to be paid for additional credit hours and/or units – including any reimbursed credits from paragraph 1 – shall not exceed **R5**. Credit hours earned must be a part of a program designed to achieve a higher degree or must be taken in a field of study directly related to the employee’s assignment or must be approved by the Superintendent. An official transcript of semester hour credits or SCECHs/CEUs earned from the granting institution shall be submitted to Human Resources. For an official transcript submitted by January 31, reimbursement shall be paid no later than the end of February. For an official transcript submitted by September 30, reimbursement shall be paid no later than the end of October.

The above reimbursement – whether for college credit or SCECHs– shall not exceed the actual tuition and fees paid. If a reimbursement request does include fees [i.e., in cases where tuition per credit hour is under one hundred dollars (\$100), then the employee’s tuition reimbursement for the year will be limited to **R1**.

|           | <b>2% increase<br/>8/17/2021</b> | <b>2% increase<br/>8/17/2022</b> |
|-----------|----------------------------------|----------------------------------|
| <b>R1</b> | \$1,020.00                       | \$1,040.40                       |
| <b>R2</b> | \$306.00                         | \$312.12                         |
| <b>R3</b> | \$153.00                         | \$156.06                         |
| <b>R4</b> | \$25.50                          | \$26.01                          |
| <b>R5</b> | \$4,692.00                       | \$4,785.84                       |

**Section S: Mileage Allowance**

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

1. No employee shall be required to use his/her own car for field trips or for otherwise transporting students.
2. The use of personal cars for school business must have prior approval of the Administration in writing.
3. Employees who expect to receive a car allowance for mileage must keep an accurate log of miles driven and other pertinent data on a form obtained from their immediate supervisor. Logs must be provided by, and returned to, the designated supervisor on a monthly basis.
4. Mileage shall not be paid from home to school and/or return nor for personal business.
5. This provision shall provide for the payment of mileage to employees who are required to work on a regularly-scheduled basis in two (2) or more buildings during the regular school day.
6. The District agrees to carry a secondary liability policy to cover the employee over and above his/her primary policy. Such District policy shall include coverage for an employee’s transportation of students and/or parents while performing his/her professional duties.
7. In the event that the IRS mileage rate is adjusted and the District does not receive timely notification of such adjustment, employees shall receive the new rate retroactive to the effective date of the adjustment.

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In order to receive a retroactive adjustment, employees must furnish copies of approved mileage vouchers. Employees will be provided a copy of all mileage vouchers upon approval by the Administration. The District shall not reimburse retroactive payments for amounts less than five (\$5.00) dollars.

**Section T: Nurses Additional Compensation Mileage**

**Mileage:**

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

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

**Section U: Deferred Income**

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

**Section V: Extra Duty Activity and Transportation**

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

**Section W: National Board Certification**

As an incentive to pursue critical self-improvement as a professional educator, and in recognition of successful completion and attainment of National Board Certification as offered by the National Board for Professional Teaching Standards, a teacher achieving National Board Certification status shall receive an increase in his/her scheduled annual salary by **W<sub>1</sub>**, starting in the next semester following confirmation of certification, and continuing every year thereafter. Said bonus shall supplement normal step increases and degree advances. The District shall provide support to an official applicant for National Board Certification. All materials produced by the teacher in preparing for such certification shall remain the property of the teacher.

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

|                      | 2% Increase<br>8/17/2021 | 2% Increase<br>8/17/2022 |
|----------------------|--------------------------|--------------------------|
| <b>W<sub>1</sub></b> | \$2,952.70               | \$3011.75                |

**Section X: National Certification Renewal**

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

**Section Y: Overpayments and Underpayments**

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

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

1. The discovery period for discrepancies is limited to discrepancies within the current school year and the school year immediately preceding it. For ten-month employees the summer is considered to be part of the school year just ended.
2. If the employee is underpaid in the time period identified above the District shall contact the employee to determine if a preferred method of reimbursement to the employee exists.
3. If the employee is overpaid, the overpayment shall be returned to the District in the same manner in which it was received by the employee (i.e., overpayments received over 12 months of checks shall be repaid to the District over 12 months of checks).

**Section Z: Compensation for Substituting During Planning Period**

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

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

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

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

**Section AA**

Provided training does not occur during a regular scheduled school day, any District-approved training for teaching Advanced Placement (AP) courses will be paid at the curriculum rate. Per the grievance settlement 07-08-15, this rate shall apply during training and travel time. The District will be responsible for expenses such as but not limited to registration fees, required materials for participation in the training, mileage at the

## **KEA-KPS 2021-2023 Agreement**

IRS rate, and or travel costs such as lodging, and meals provided written documentation is submitted. The District will attempt to send experienced AP teachers to single day training offered by The College Board that provide "updates" on best practices for teaching AP courses in lieu of weeklong AP training, but the District has the option to request experienced AP teachers attend the more extensive training.

## **ARTICLE 23 – INSTRUCTION AND CURRICULUM**

### **Section A: Teacher Participation**

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

### **Section B: District Study Committees**

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

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

### **Section C: Study Committee Reports**

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

### **Section D: Report Reviews**

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

### **Section E: Board Presentations**

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

## **ARTICLE 24 – INTERN/STUDENT TEACHERS**

### **Section A: Acceptance of Interns**

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

### **Section B: Assignment**

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

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## ARTICLE 34 – DURATION OF AGREEMENT

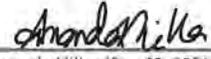
THIS AGREEMENT supersedes all previous Articles of Agreement between the parties and shall become effective as of 17<sup>th</sup> of August, 2021, and shall remain effective until the 16<sup>th</sup> of August, 2023.

### KALAMAZOO PUBLIC SCHOOLS

### KALAMAZOO EDUCATION ASSOCIATION

  
\_\_\_\_\_  
Sheila R Dorsey-Smith (Sep 24, 2021 11:42 EDT)

Sheila Dorsey-Smith  
Its Assistant Superintendent for Human  
Resources

  
\_\_\_\_\_  
Amanda Miller (Sep 23, 2021 15:42 EDT)

Amanda Miller  
Its President

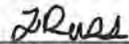
  
\_\_\_\_\_  
Jim English  
Its Assistant Superintendent for  
Operations

  
\_\_\_\_\_  
Sygnett Swann (Sep 23, 2021 16:23 EDT)

Sygnett Swann  
Its Secretary

  
\_\_\_\_\_  
Marshall W. Grate (Oct 7, 2021 16:25 EDT)

Marshall Grate  
Its Chief Negotiator

  
\_\_\_\_\_  
Tim Russ (Sep 23, 2021 15:44 EDT)

Tim Russ  
Its UniServ Director

**APPENDIX 3: Compensation Schedules**  
**2021-2022 and 2022-2023 Salary Schedules**  
**Schedule A – Salary for Bargaining Unit Employees**  
**2021-2022**

| Year | Bachelors |           |           | Masters |          |           | Masters Plus 30 |           |           | Doctorate |           |           |
|------|-----------|-----------|-----------|---------|----------|-----------|-----------------|-----------|-----------|-----------|-----------|-----------|
|      |           | Annual    | Daily     |         | Annual   | Daily     |                 | Annual    | Daily     |           | Annual    | Daily     |
| 1    | A         | \$ 40,572 | \$ 209.13 | A       | \$40,572 | \$ 209.13 | B               | \$ 50,572 | \$ 260.68 | B         | \$ 50,572 | \$ 260.68 |
| 2    | A         | \$ 40,572 | \$ 209.13 | A       | \$40,572 | \$ 209.13 | B               | \$ 50,572 | \$ 260.68 | B         | \$ 50,572 | \$ 260.68 |
| 3    | A         | \$ 40,572 | \$ 209.13 | B       | \$50,572 | \$ 260.68 | B               | \$ 50,572 | \$ 260.68 | C         | \$ 60,572 | \$ 312.23 |
| 4    | A         | \$ 40,572 | \$ 209.13 | B       | \$50,572 | \$ 260.68 | B               | \$ 50,572 | \$ 260.68 | C         | \$ 60,572 | \$ 312.23 |
| 5    | B         | \$ 50,572 | \$ 260.68 | B       | \$50,572 | \$ 260.68 | B               | \$ 50,572 | \$ 260.68 | C         | \$ 60,572 | \$ 312.23 |
| 6    | B         | \$ 50,572 | \$ 260.68 | B       | \$50,572 | \$ 260.68 | C               | \$ 60,572 | \$ 312.23 | C         | \$ 60,572 | \$ 312.23 |
| 7    | B         | \$ 50,572 | \$ 260.68 | B       | \$50,572 | \$ 260.68 | C               | \$ 60,572 | \$ 312.23 | D         | \$ 70,572 | \$ 363.77 |
| 8    | B         | \$ 50,572 | \$ 260.68 | C       | \$60,572 | \$ 312.23 | C               | \$ 60,572 | \$ 312.23 | D         | \$ 70,572 | \$ 363.77 |
| 9    | B         | \$ 50,572 | \$ 260.68 | C       | \$60,572 | \$ 312.23 | C               | \$ 60,572 | \$ 312.23 | D         | \$ 70,572 | \$ 363.77 |
| 10   | C         | \$ 60,572 | \$ 312.23 | C       | \$60,572 | \$ 312.23 | C               | \$ 60,572 | \$ 312.23 | D         | \$ 70,572 | \$ 363.77 |
| 11   | C         | \$ 60,572 | \$ 312.23 | C       | \$60,572 | \$ 312.23 | C               | \$ 60,572 | \$ 312.23 | D         | \$ 70,572 | \$ 363.77 |
| 12   | C         | \$ 60,572 | \$ 312.23 | C       | \$60,572 | \$ 312.23 | D               | \$ 70,572 | \$ 363.77 | D         | \$ 70,572 | \$ 363.77 |
| 13   | C         | \$ 60,572 | \$ 312.23 | D       | \$70,572 | \$ 363.77 | D               | \$ 70,572 | \$ 363.77 | E         | \$ 80,572 | \$ 415.32 |
| 14   | D         | \$ 70,572 | \$ 363.77 | D       | \$70,572 | \$ 363.77 | D               | \$ 70,572 | \$ 363.77 | E         | \$ 80,572 | \$ 415.32 |
| 15   | D         | \$ 70,572 | \$ 363.77 | D       | \$70,572 | \$ 363.77 | D               | \$ 70,572 | \$ 363.77 | E         | \$ 80,572 | \$ 415.32 |
| 16   | D         | \$ 70,572 | \$ 363.77 | D       | \$70,572 | \$ 363.77 | E               | \$ 80,572 | \$ 415.32 | E         | \$ 80,572 | \$ 415.32 |
| 17   | D         | \$ 70,572 | \$ 363.77 | E       | \$80,572 | \$ 415.32 | E               | \$ 80,572 | \$ 415.32 | E         | \$ 80,572 | \$ 415.32 |
| 18   | D         | \$ 70,572 | \$ 363.77 | E       | \$80,572 | \$ 415.32 | E               | \$ 80,572 | \$ 415.32 | E         | \$ 80,572 | \$ 415.32 |
| 19   | D         | \$ 70,572 | \$ 363.77 | E       | \$80,572 | \$ 415.32 | E               | \$ 80,572 | \$ 415.32 | E         | \$ 80,572 | \$ 415.32 |
| 20   | D         | \$ 70,572 | \$ 363.77 | E       | \$80,572 | \$ 415.32 | E               | \$ 80,572 | \$ 415.32 | E         | \$ 80,572 | \$ 415.32 |
| 21   | D         | \$ 70,572 | \$ 363.77 | E       | \$80,572 | \$ 415.32 | E               | \$ 80,572 | \$ 415.32 | E         | \$ 80,572 | \$ 415.32 |
| 22   | D         | \$ 70,572 | \$ 363.77 | E       | \$80,572 | \$ 415.32 | E               | \$ 80,572 | \$ 415.32 | E         | \$ 80,572 | \$ 415.32 |
| 23   | D         | \$ 70,572 | \$ 363.77 | E       | \$80,572 | \$ 415.32 | E               | \$ 80,572 | \$ 415.32 | E         | \$ 80,572 | \$ 415.32 |
| 24   | D         | \$ 70,572 | \$ 363.77 | E       | \$80,572 | \$ 415.32 | E               | \$ 80,572 | \$ 415.32 | E         | \$ 80,572 | \$ 415.32 |
| 25   | D         | \$ 70,572 | \$ 363.77 | E       | \$80,572 | \$ 415.32 | E               | \$ 80,572 | \$ 415.32 | E         | \$ 80,572 | \$ 415.32 |
| 26   | D         | \$ 70,572 | \$ 363.77 | E       | \$80,572 | \$ 415.32 | E               | \$ 80,572 | \$ 415.32 | E         | \$ 80,572 | \$ 415.32 |
| 27   | E         | \$ 80,572 | \$ 415.32 | E       | \$80,572 | \$ 415.32 | E               | \$ 80,572 | \$ 415.32 | E         | \$ 80,572 | \$ 415.32 |
| 28   | E         | \$ 80,572 | \$ 415.32 | E       | \$80,572 | \$ 415.32 | E               | \$ 80,572 | \$ 415.32 | E         | \$ 80,572 | \$ 415.32 |
| 29   | E         | \$ 80,572 | \$ 415.32 | E       | \$80,572 | \$ 415.32 | E               | \$ 80,572 | \$ 415.32 | E         | \$ 80,572 | \$ 415.32 |
| 30   | E         | \$ 80,572 | \$ 415.32 | E       | \$80,572 | \$ 415.32 | E               | \$ 80,572 | \$ 415.32 | E         | \$ 80,572 | \$ 415.32 |

Appendices 2021-2023  
Appendix 3 Compensation Schedules

2022-2023

| Year | Bachelors |           |           | Masters |           |           | Masters Plus 30 |           |           | Doctorate |           |           |
|------|-----------|-----------|-----------|---------|-----------|-----------|-----------------|-----------|-----------|-----------|-----------|-----------|
|      |           | Annual    | Daily     |         | Annual    | Daily     |                 | Annual    | Daily     |           | Annual    | Daily     |
| 1    | A         | \$ 41,927 | \$ 216.12 | A       | \$ 41,927 | \$ 216.12 | B               | \$ 51,927 | \$ 267.67 | B         | \$ 51,927 | \$ 267.67 |
| 2    | A         | \$ 41,927 | \$ 216.12 | A       | \$ 41,927 | \$ 216.12 | B               | \$ 51,927 | \$ 267.67 | B         | \$ 51,927 | \$ 267.67 |
| 3    | A         | \$ 41,927 | \$ 216.12 | B       | \$ 51,927 | \$ 267.67 | B               | \$ 51,927 | \$ 267.67 | C         | \$ 61,927 | \$ 319.21 |
| 4    | A         | \$ 41,927 | \$ 216.12 | B       | \$ 51,927 | \$ 267.67 | B               | \$ 51,927 | \$ 267.67 | C         | \$ 61,927 | \$ 319.21 |
| 5    | B         | \$ 51,927 | \$ 267.67 | B       | \$ 51,927 | \$ 267.67 | B               | \$ 51,927 | \$ 267.67 | C         | \$ 61,927 | \$ 319.21 |
| 6    | B         | \$ 51,927 | \$ 267.67 | B       | \$ 51,927 | \$ 267.67 | C               | \$ 61,927 | \$ 319.21 | C         | \$ 61,927 | \$ 319.21 |
| 7    | B         | \$ 51,927 | \$ 267.67 | B       | \$ 51,927 | \$ 267.67 | C               | \$ 61,927 | \$ 319.21 | D         | \$ 71,927 | \$ 370.76 |
| 8    | B         | \$ 51,927 | \$ 267.67 | C       | \$ 61,927 | \$ 319.21 | C               | \$ 61,927 | \$ 319.21 | D         | \$ 71,927 | \$ 370.76 |
| 9    | B         | \$ 51,927 | \$ 267.67 | C       | \$ 61,927 | \$ 319.21 | C               | \$ 61,927 | \$ 319.21 | D         | \$ 71,927 | \$ 370.76 |
| 10   | C         | \$ 61,927 | \$ 319.21 | C       | \$ 61,927 | \$ 319.21 | C               | \$ 61,927 | \$ 319.21 | D         | \$ 71,927 | \$ 370.76 |
| 11   | C         | \$ 61,927 | \$ 319.21 | C       | \$ 61,927 | \$ 319.21 | C               | \$ 61,927 | \$ 319.21 | D         | \$ 71,927 | \$ 370.76 |
| 12   | C         | \$ 61,927 | \$ 319.21 | C       | \$ 61,927 | \$ 319.21 | D               | \$ 71,927 | \$ 370.76 | D         | \$ 71,927 | \$ 370.76 |
| 13   | C         | \$ 61,927 | \$ 319.21 | D       | \$ 71,927 | \$ 370.76 | D               | \$ 71,927 | \$ 370.76 | E         | \$ 81,927 | \$ 422.31 |
| 14   | D         | \$ 71,927 | \$ 370.76 | D       | \$ 71,927 | \$ 370.76 | D               | \$ 71,927 | \$ 370.76 | E         | \$ 81,927 | \$ 422.31 |
| 15   | D         | \$ 71,927 | \$ 370.76 | D       | \$ 71,927 | \$ 370.76 | D               | \$ 71,927 | \$ 370.76 | E         | \$ 81,927 | \$ 422.31 |
| 16   | D         | \$ 71,927 | \$ 370.76 | D       | \$ 71,927 | \$ 370.76 | E               | \$ 81,927 | \$ 422.31 | E         | \$ 81,927 | \$ 422.31 |
| 17   | D         | \$ 71,927 | \$ 370.76 | E       | \$ 81,927 | \$ 422.31 | E               | \$ 81,927 | \$ 422.31 | E         | \$ 81,927 | \$ 422.31 |
| 18   | D         | \$ 71,927 | \$ 370.76 | E       | \$ 81,927 | \$ 422.31 | E               | \$ 81,927 | \$ 422.31 | E         | \$ 81,927 | \$ 422.31 |
| 19   | D         | \$ 71,927 | \$ 370.76 | E       | \$ 81,927 | \$ 422.31 | E               | \$ 81,927 | \$ 422.31 | E         | \$ 81,927 | \$ 422.31 |
| 20   | D         | \$ 71,927 | \$ 370.76 | E       | \$ 81,927 | \$ 422.31 | E               | \$ 81,927 | \$ 422.31 | E         | \$ 81,927 | \$ 422.31 |
| 21   | D         | \$ 71,927 | \$ 370.76 | E       | \$ 81,927 | \$ 422.31 | E               | \$ 81,927 | \$ 422.31 | E         | \$ 81,927 | \$ 422.31 |
| 22   | D         | \$ 71,927 | \$ 370.76 | E       | \$ 81,927 | \$ 422.31 | E               | \$ 81,927 | \$ 422.31 | E         | \$ 81,927 | \$ 422.31 |
| 23   | D         | \$ 71,927 | \$ 370.76 | E       | \$ 81,927 | \$ 422.31 | E               | \$ 81,927 | \$ 422.31 | E         | \$ 81,927 | \$ 422.31 |
| 24   | D         | \$ 71,927 | \$ 370.76 | E       | \$ 81,927 | \$ 422.31 | E               | \$ 81,927 | \$ 422.31 | E         | \$ 81,927 | \$ 422.31 |
| 25   | D         | \$ 71,927 | \$ 370.76 | E       | \$ 81,927 | \$ 422.31 | E               | \$ 81,927 | \$ 422.31 | E         | \$ 81,927 | \$ 422.31 |
| 26   | D         | \$ 71,927 | \$ 370.76 | E       | \$ 81,927 | \$ 422.31 | E               | \$ 81,927 | \$ 422.31 | E         | \$ 81,927 | \$ 422.31 |
| 27   | E         | \$ 81,927 | \$ 422.31 | E       | \$ 81,927 | \$ 422.31 | E               | \$ 81,927 | \$ 422.31 | E         | \$ 81,927 | \$ 422.31 |
| 28   | E         | \$ 81,927 | \$ 422.31 | E       | \$ 81,927 | \$ 422.31 | E               | \$ 81,927 | \$ 422.31 | E         | \$ 81,927 | \$ 422.31 |
| 29   | E         | \$ 81,927 | \$ 422.31 | E       | \$ 81,927 | \$ 422.31 | E               | \$ 81,927 | \$ 422.31 | E         | \$ 81,927 | \$ 422.31 |
| 30   | E         | \$ 81,927 | \$ 422.31 | E       | \$ 81,927 | \$ 422.31 | E               | \$ 81,927 | \$ 422.31 | E         | \$ 81,927 | \$ 422.31 |

Appendices 2021-2023  
Appendix 3 Compensation Schedules

**Schedule B- Extra Duty Salaries- Annual Rates and Hourly Rates**

**Section A: Rates**

The following pay scales shall apply to fully certified, qualified teachers and other bargaining unit employees for performing the following extra duties.

**Schedule B1: High School Rates  
2021-2022**

| Activity   | Amount per Season or Year    |  |
|--|------------------------------|--|
|  | Head Coaches or Lead Advisor | Assistant Coaches or Assistant Advisor |
| Baseball   | \$ 4,613.59                  | \$ 3,229.51                            |
| Basketball   | \$ 6,828.11                  | \$ 4,761.22                            |
| <b>Phoenix Basketball</b>  | \$ 6,828.11                  | \$ 4,761.23                            |
| Cross Country  | \$ 4,059.96                  | \$ 2,841.97                            |
| Football   | \$ 6,643.57                  | \$ 4,650.50                            |
| Golf   | \$ 3,321.78                  |  |
| Gymnastics   | \$ 3,690.87                  |  |
| Ice Hockey   | \$ 5,167.22                  | \$ 3,617.05                            |
| Soccer   | \$ 4,059.96                  | \$ 2,841.97                            |
| Softball   | \$ 4,613.59                  | \$ 3,229.51                            |
| Swimming   | \$ 5,167.22                  | \$ 3,617.05                            |
| Tennis   | \$ 3,321.78                  | \$ 2,325.25                            |
| Track and Field  | \$ 4,429.04                  | \$ 3,100.33                            |
| Volleyball   | \$ 4,798.13                  | \$ 3,358.69                            |
| Wrestling  | \$ 4,982.67                  | \$ 3,469.42                            |
| Cheerleading- Football   | \$ 2,952.70                  | \$ 2,066.89                            |
| Cheerleading- Basketball   | \$ 4,059.96                  | \$ 2,841.97                            |
| Cheerleading- Competitive  | \$ 3,321.78                  |  |
| Athletic Game Aide   | \$ 6,828.11                  |  |
| Athletic Ticket Aide   | \$ 6,828.11                  |  |
| Head Driver Education Instrutors   | \$ 4,059.96                  |  |
| High School Band Director  | \$ 5,905.39                  | \$ 4,059.96                            |
| High School Choral Director  | \$ 4,429.04                  |  |
| High School Orchestra  | \$ 4,429.04                  |  |
| Instrumental Jazz  | \$ 3,321.78                  |  |
| Dramatics Coach  | \$ 3,321.78                  |  |
| Debate   | \$ 4,429.04                  | \$ 1,476.35                            |
| Forensics  | \$ 3,137.24                  | \$ 1,107.26                            |
| National Honor Society   | \$ 1,107.26                  |  |
| High School Yearbook   | \$ 1,845.44                  |  |
| High School Newspaper  | \$ 1,107.26                  |  |
| Day Care Center Director   | \$ 3,690.87                  |  |
| Mock Trial Coach   | \$ 2,952.70                  |  |
| Student Government   | \$ 738.17                    |  |
| Future Teacher Development Leader (One elementary total and one per middle school) | \$ 3,321.78                  |  |
| Grades 9-12 Team Leader  | \$ 1,217.99                  |  |
| Department Heads   | \$ 2,214.52                  |  |
| Co-Op Heads  | \$ 2,952.70                  |  |
| Senior Class Sponsor   | \$ 2,583.61                  |  |
| Junior Class Sponsor   | \$ 2,583.61                  |  |
| Sophomore Class Sponsor  | \$ 1,476.35                  |  |
| Freshman Class Sponsor   | \$ 1,476.35                  |  |
| <b>B.F.A. Advisor</b>  | \$ 1,660.90                  |  |
| <b>D.E.C.A. Advisor</b>  | \$ 1,660.90                  |  |
| <b>F.C.C.L.A. Advisor</b>  | \$ 1,660.90                  |  |

Activity Salary Rates

**Schedule B1: High School Rates  
2022-2023**

|  | Activity   | Amount per Season or Year    |  |
|--|--|------------------------------|--|
|  |  | Head Coaches or Lead Advisor | Assistant Coaches or Assistant Advisor |
|  | Baseball   | \$ 4,705.86                  | \$ 3,294.10                            |
|  | Basketball   | \$ 6,964.67                  | \$ 4,856.45                            |
|  | <b>Phoenix Basketball</b>  | \$ 6,964.68                  | \$ 4,856.45                            |
|  | Cross Country  | \$ 4,141.16                  | \$ 2,898.81                            |
|  | Football   | \$ 6,776.44                  | \$ 4,743.51                            |
|  | Golf   | \$ 3,388.22                  |  |
|  | Gymnastics   | \$ 3,764.69                  |  |
|  | Ice Hockey   | \$ 5,270.56                  | \$ 3,689.39                            |
|  | Soccer   | \$ 4,141.16                  | \$ 2,898.81                            |
|  | Softball   | \$ 4,705.86                  | \$ 3,294.10                            |
|  | Swimming   | \$ 5,270.56                  | \$ 3,689.39                            |
|  | Tennis   | \$ 3,388.22                  | \$ 2,371.75                            |
|  | Track and Field  | \$ 4,517.62                  | \$ 3,162.34                            |
|  | Volleyball   | \$ 4,894.09                  | \$ 3,425.87                            |
|  | Wrestling  | \$ 5,082.33                  | \$ 3,538.81                            |
|  | Cheerleading–Football  | \$ 3,011.75                  | \$ 2,108.22                            |
|  | Cheerleading–Basketball  | \$ 4,141.16                  | \$ 2,898.81                            |
|  | Cheerleading–Competitive   | \$ 3,388.22                  |  |
|  | Athletic Game Aide   | \$ 6,964.67                  |  |
|  | Athletic Ticket Aide   | \$ 6,964.67                  |  |
|  | Head Driver Education Instructors  | \$ 4,141.16                  |  |
|  | High School Band Director  | \$ 6,023.50                  | \$ 4,141.16                            |
|  | High School Choral Director  | \$ 4,517.62                  |  |
|  | High School Orchestra  | \$ 4,517.62                  |  |
|  | Instrumental Jazz  | \$ 3,388.22                  |  |
|  | Dramatics Coach  | \$ 3,388.22                  |  |
|  | Debate   | \$ 4,517.62                  | \$ 1,505.87                            |
|  | Forensics  | \$ 3,199.98                  | \$ 1,129.41                            |
|  | National Honor Society   | \$ 1,129.41                  |  |
|  | High School Yearbook   | \$ 1,882.34                  |  |
|  | High School Newspaper  | \$ 1,129.41                  |  |
|  | Day Care Center Director   | \$ 3,764.69                  |  |
|  | Mock Trial Coach   | \$ 3,011.75                  |  |
|  | Student Government   | \$ 752.94                    |  |
|  | Future Teacher Development Leader (One elementary total and one per middle school) | \$ 3,388.22                  |  |
|  | Grades 9-12 Team Leader  | \$ 1,242.35                  |  |
|  | Department Heads   | \$ 2,258.81                  |  |
|  | Co-Op Heads  | \$ 3,011.75                  |  |
|  | Senior Class Sponsor   | \$ 2,635.28                  |  |
|  | Junior Class Sponsor   | \$ 2,635.28                  |  |
|  | Sophomore Class Sponsor  | \$ 1,505.87                  |  |
|  | Freshman Class Sponsor   | \$ 1,505.87                  |  |
|  | <b>B.F.A. Advisor</b>  | \$ 1,694.11                  |  |
|  | <b>D.E.C.A. Advisor</b>  | \$ 1,694.11                  |  |
|  | <b>F.C.C.L.A. Advisor</b>  | \$ 1,694.11                  |  |

Activity Salary Rates

**Schedule B2: Secondary Class Size Overage Compensation**

| <b>Position</b>   | <b>Class Size Threshold for Payment</b> | <b>Payment Amount per class per Trimester 21-22</b> | <b>Payment Amount per class per Trimester 22-23</b> |
|---|---|---|---|
| Freshman Academy-<br>(English, Math, Science<br><br>and Social Studies) | 32 or more                              | \$510.00  | \$520.20  |
| Secondary Classes other than P.E. and F.A.                              | 36 or 37                                | \$510.00  | \$520.20  |
| Secondary Physical Education  | 48 or more                              | \$510.00  | \$520.20  |
| See Article 7 Section E   |   |   |   |

**Schedule B<sub>3</sub>: Lead Teachers' Rates**

**2021-2022**

| Lead Teachers | Position   | Annual Amount | Summer Days at Curriculum Rate |
|---------------|--|---------------|--------------------------------|
|               | Social Studies (6-12)  | \$ 5,905.39   | 10 to 15 days                  |
|               | Physical Education (K-12)  | \$ 5,905.39   | 10 to 15 days                  |
|               | Elementary Science (K-5)   | \$ 5,905.39   | 20 days                        |
|               | Secondary Science (6-12)   | \$ 5,905.39   | 10 to 15 days                  |
|               | Special Education Itinerant Ancillary Staff Lead (See Section P Below) | \$ 2,214.52   |                                |

**2022-2023**

| Lead Teachers | Position   | Annual Amount | Summer Days at Curriculum Rate |
|---------------|--|---------------|--------------------------------|
|               | Social Studies (6-12)  | \$ 6,023.50   | 10 to 15 days                  |
|               | Physical Education (K-12)  | \$ 6,023.50   | 10 to 15 days                  |
|               | Elementary Science (K-5)   | \$ 6,023.50   | 20 days                        |
|               | Secondary Science (6-12)   | \$ 6,023.50   | 10 to 15 days                  |
|               | Special Education Itinerant Ancillary Staff Lead (See Section P Below) | \$ 2,258.81   |                                |

**Schedule B4: Middle School Rates**

**2021-2022**

|                                | Activity  | Amount per Season or Year    |  |
|--------------------------------|---|------------------------------|--|
|                                |   | Head Coaches or Lead Advisor | Assistant Coaches or Assistant Advisor |
| Activity Salary Rates          | Basketball                                      | \$ 2,952.70                  | \$ 1,845.44                            |
|                                | Football  | \$ 2,583.61                  | \$ 2,583.61                            |
|                                | Softball  | \$ 1,845.44                  |  |
|                                | Tennis  | \$ 2,214.52                  |  |
|                                | Volleyball                                      | \$ 2,583.61                  |  |
|                                | Wrestling                                       | \$ 2,583.61                  |  |
|                                | Cheerleading-Football                           | \$ 1,476.35                  |  |
|                                | Cheerleading-Basketball                         | \$ 1,845.44                  |  |
|                                | Track and Field                                 | \$ 2,214.52                  | \$ 1,550.17                            |
|                                | Athletic Aide                                   | \$ 4,429.04                  |  |
|                                | Department Heads                                | \$ 1,734.71                  |  |
|                                | Athletic Aide                                   | \$ 4,429.04                  |  |
|                                | Athletic Director/Coordinator- One per Building | \$ 6,643.57                  |  |
|                                | Middle School Band Director                     | \$ 1,845.44                  |  |
|                                | Middle School Choir Director                    | \$ 1,845.44                  |  |
|                                | Middle School Orchestra Director                | \$ 1,845.44                  |  |
|                                | Drama Plays                                     | \$ 1,328.71                  |  |
|                                | Grade 6-8 Team Leader                           | \$ 1,217.99                  |  |
| Middle School Musical Director | \$ 1,107.26                                     |                              |  |

**2022-2023**

|                                | Activity  | Amount per Season or Year    |  |
|--------------------------------|---|------------------------------|--|
|                                |   | Head Coaches or Lead Advisor | Assistant Coaches or Assistant Advisor |
| Activity Salary Rates          | Basketball                                      | \$ 3,011.75                  | \$ 1,882.34                            |
|                                | Football  | \$ 2,635.28                  | \$ 2,635.28                            |
|                                | Softball  | \$ 1,882.34                  |  |
|                                | Tennis  | \$ 2,258.81                  |  |
|                                | Volleyball                                      | \$ 2,635.28                  |  |
|                                | Wrestling                                       | \$ 2,635.28                  |  |
|                                | Cheerleading-Football                           | \$ 1,505.87                  |  |
|                                | Cheerleading-Basketball                         | \$ 1,882.34                  |  |
|                                | Track and Field                                 | \$ 2,258.81                  | \$ 1,581.17                            |
|                                | Athletic Aide                                   | \$ 4,517.62                  |  |
|                                | Department Heads                                | \$ 1,769.40                  |  |
|                                | Athletic Aide                                   | \$ 4,517.62                  |  |
|                                | Athletic Director/Coordinator- One per Building | \$ 6,776.44                  |  |
|                                | Middle School Band Director                     | \$ 1,882.34                  |  |
|                                | Middle School Choir Director                    | \$ 1,882.34                  |  |
|                                | Middle School Orchestra Director                | \$ 1,882.34                  |  |
|                                | Drama Plays                                     | \$ 1,355.29                  |  |
|                                | Grade 6-8 Team Leader                           | \$ 1,242.35                  |  |
| Middle School Musical Director | \$ 1,129.41                                     |                              |  |

Appendices 2021-2023  
Appendix 3 Compensation Schedules

**Schedule B5: Elementary Rates**

| Position                     | Hours Cap                  | Rates of Pay    | Year        |             |
|------------------------------|----------------------------|-----------------|-------------|-------------|
|                              |                            |                 | 21-22       | 22-23       |
|                              |                            | Time Period     |             |             |
| Student Assistant Leader     |                            | <i>Per Hour</i> | \$ 23.70    | \$ 24.18    |
| Black History Quiz Bowl      | 60 hours max.              | <i>Per Hour</i> | \$ 22.93    | \$ 23.39    |
| Social Studies Olympiad      | 60 hours max.<br>per event | <i>Per Hour</i> | \$ 22.93    | \$ 23.39    |
| Science Fair/Olympiad        | 60 hours max.<br>per event | <i>Per Hour</i> | \$ 22.93    | \$ 23.39    |
| Drama/Plays                  | 60 hours max.              | <i>Per Hour</i> | \$ 22.93    | \$ 23.39    |
| Elementary Intramural Sports | 60 hours max.              | <i>Per Hour</i> | \$ 22.93    | \$ 23.39    |
| Extra Duty Supervision       |                            | <i>Per Year</i> | \$ 1,302.54 | \$ 1,328.59 |
| Splits                       |                            | <i>Per Year</i> | \$ 3,690.87 | \$ 3,764.69 |

**Schedule B6: All Levels Other Assignments- Hourly and Various Rates of Pay  
2021-2022**

|                              |   |                    |       |
|------------------------------|---|--------------------|-------|
| All Levels Other Assignments | Curriculum rate   | \$                 | 22.93 |
|                              | Summer School Teacher   | \$                 | 22.93 |
|                              | Substituting during planning  | \$                 | 22.94 |
|                              | Intramurals (Including Dance Club and PE Expo)  | \$                 | 15.79 |
|                              | In-Service Activities   | \$                 | 15.43 |
|                              | TV/Radio Production Coordinator   | \$                 | 19.01 |
|                              | Mentor Teacher  | See Article 31     |       |
|                              | Secondary Counselor- ten (10) additional days   | Pro-rata pay       |       |
|                              | Technically Advanced Group ("TAG") Member   | varies by building |       |
|                              | Grade-Level/Department Meeting Facilitators (Excluding Department Heads) Maximum 1.5 hours per meeting  | \$                 | 22.93 |
|                              | Art, Music and Physical Education preparation, setup/takedown, and supervision of exhibits, performances, or competitions outside of school hours ( 20 Hours maximum in hourly pay or comp. time per year (per Article 22, Section F) | \$                 | 22.93 |

**2022-2023**

|                              |   |                    |       |
|------------------------------|---|--------------------|-------|
| All Levels Other Assignments | Curriculum rate   | \$                 | 23.39 |
|                              | Summer School Teacher   | \$                 | 23.39 |
|                              | Substituting during planning  | \$                 | 23.40 |
|                              | Intramurals (Including Dance Club and PE Expo)  | \$                 | 16.11 |
|                              | In-Service Activities   | \$                 | 15.74 |
|                              | TV/Radio Production Coordinator   | \$                 | 19.39 |
|                              | Mentor Teacher  | See Article 31     |       |
|                              | Secondary Counselor- ten (10) additional days   | Pro-rata pay       |       |
|                              | Technically Advanced Group ("TAG") Member   | varies by building |       |
|                              | Grade-Level/Department Meeting Facilitators (Excluding Department Heads) Maximum 1.5 hours per meeting  | \$                 | 23.39 |
|                              | Art, Music and Physical Education preparation, setup/takedown, and supervision of exhibits, performances, or competitions outside of school hours ( 20 Hours maximum in hourly pay or comp. time per year (per Article 22, Section F) | \$                 | 23.39 |

**Appendix 3 Compensation Schedules**

**Section B: Length of Season**

The length of seasons for the high school sports stated above is defined as three (3) weeks before the first scheduled game through the District Tournament.

**Section C: Extended Season Activities Compensation**

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

**Section D: Dollar Expressed Rate Adjustments**

The above rates which are expressed in a dollar amount will be cumulatively adjusted by the same percentage rate in future contracts, if agreed by the parties.

**Section E: Coaching Experience Credit**

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

**Section F: Coaching Assignment Limit**

No coach shall be assigned to more than one (1) coaching positions per season.

**Section G: Longevity Increases in Coaching Compensation**

Add to the salary of each coach two (2%) percent of the coaching base for each year of allowable Kalamazoo coaching experience; said experience shall be limited to ten (10) years in the same activity being coached. "Coaching base" is the dollar amount specified per applicable Schedule B<sub>1-6</sub> rates above. Coaches include debate, assistant debate, forensics, assistant forensics, dramatics and mock trial coaches.

**Section H: Bargaining Unit Athletic Director**

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

**Section I: Middle School Athletic Director Assignment**

The middle school athletic director/coordinator shall be an on-site faculty employee, whenever possible, who coordinates all extra-curricular athletic functions at his/her middle school.

**Section J: Intramural Assignments**

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

**Section K: Bookstore Manager**

Bookstore managers shall have no homeroom assignments.

**Section L: Elementary Grade Level Split Compensation**

Elementary teachers who have a "split" grade assignment will be compensated per applicable Schedule B<sub>1-6</sub> rates above.

**Section M: Class Size Overage Payment Freshman Academy**

Per High School Letter of Agreement #4: Trimesters, English, mathematics, science, or social studies teacher who is assigned to a Freshmen Academy team and has thirty-two (32) or more students in a class will be compensated, per applicable Schedule B<sub>1-6</sub> rates above, per trimester per class period.

**Appendix 3 Compensation Schedules**

**Section N: Lead Teachers**

Four Lead Teacher positions will serve the specific areas of 6-12 social studies, K-5 science, 6-12 science, and K-12 physical education. Each will be paid per applicable Schedule B<sub>1-6</sub> rates above. The K-5 science Lead Teacher shall be expected to work during the summer up to an additional twenty (20) days, and the other Lead Teachers shall be expected to work during the summer an additional ten (10) to fifteen (15) days, mutually agreed upon, for curriculum work at curriculum rate of pay. The science Lead Teacher position serving Grades 6-12 will be posted and filled at such time as the corresponding Title 1 half-time position is eliminated.

**Section O: Team Leaders**

The extra duty compensation for Grades 6-12 Team Leader will be per applicable Schedule B<sub>1-6</sub> rates above.

**Section P: Itinerant Ancillary Staff Leads**

There shall be 3 Special Education Itinerant Ancillary Staff Leads: one responsible for Speech Pathologists; one responsible for Occupational and Physical Therapists; and one responsible for Social Workers, Teacher Consultants and Psychologists. Duties of the Ancillary Staff Lead shall be that of Department Heads and they shall be compensated at the Department Head rate per applicable Schedule B<sub>1-6</sub> rates above.

KPS AND KEA  
COLLECTIVE BARGAINING NEGOTIATIONS

June 28, 2021

TENTATIVE AGREEMENT

JRues

TA MWG

6/28/2021

- A. Two-year agreement ending August 17, 2023. PARTIES AGREE <sup>AM</sup>
- B. Economic Proposal—See attached. PARTIES AGREE TO THE KEA COUNTER RECEIVED 6/28/2021 11:33 am WITH THE CLARIFICATION THAT IF THE ADULT EDUCATION TEACHERS ALREADY RECEIVED THE 1.88% Increase, their increase for the first year will be 2%.
- C. Calendar—Unless otherwise agreed, for both years the District will publish a calendar that is consistent with the Calendar Rules. The district will share the 2022-2023 calendar in March 2022 contract review. PARTIES AGREE
- D. The Board agrees to a Letter of Agreement regarding safety Protocols as proposed on page 2 of the KEA June 18, 2021 package proposal—incorporates a reference to Emergency MIOSHA rules. See attached. PARTIES AGREE
- E. KEA withdraws proposals associated with articles 7, and 8  
Article 6 PARTIES AGREE "Teachers will be expected to be in person for meetings unless the District *in its discretion* designates otherwise."
- F. The Board agrees with the KEA MOU regarding the proposed KVLP and KFLEX virtual remote programs in light of the clarification in Article 7 M regarding teachers of record and mentor teachers.
- G. Both parties withdraw their proposals regarding KILP. PARTIES AGREE

6/28/2021 12:11:48 PM

*J Russ AM*

KEA-KPS Economic Tentative Agreement

*FA MWG  
6/28/2021*

June 28, 2021

All employees eligible for Advancement to Next Level August 17, 2021 and August 17, 2022 (1.96%)

Add \$572 to all salaries August 17, 2021. (.878%)

Add \$1,355.44 to all salaries August 17, 2022 (2.00%)

Eliminate C<sub>2</sub> Advance employees to D and Eliminate D<sub>2</sub> Advance employees to E August 17, 2021. (1.122%)

1.00% off-schedule payment based on each salary in December 2021 and December 2022 lump sum for bargaining unit employees who had 1/2 of days paid or more from first teacher work day to November 30 and did not resign or retire prior to December 1.

Year One lump sum amount range is: \$405.72 to \$805.72 Year Two lump sum amount range is: \$419.27 to \$819.27.

Adult Education Hourly increase of 3.88% 8/17/2021 and 2.00% 8/17/2022. 1% off schedule both years. If a 1.88% raise effective prior to July 1, 2021 can be verified the effective raise July 1, 2021 will be 2%.

All Schedule B Compensation Increase of 2.00% 8/17/2021 and 2.00% 8/17/2022

Non-Salary Compensation Increases August 17, 2021 and August 17, 2022:

National Board Certification Compensation increase by 2.00% (Article 22 Section <sup>W</sup> 9)

Increase tuition reimbursement by 2.00% (Article 22 Section R)

Enrollment bonuses per past practice based on projected enrollment per initial budget approval:

|   | If Fall 2021 K-12 Enrollment is | The Aggregate Increase is: | The Salary Increase Is |
|---|---------------------------------|----------------------------|------------------------|
| 1 | 12,640 to 12,705                | 0.20%                      | \$135.49               |
| 2 | 12,706 to 12,771                | 0.40%                      | \$270.99               |
| 3 | 12,772 to 12,837                | 0.55%                      | \$372.61               |
| 4 | 12,838 to 12,903                | 0.70%                      | \$474.24               |
| 5 | 12,904 to 12,969                | 0.85%                      | \$575.86               |
| 6 | 12,970 to 13,035                | 1.00%                      | \$677.48               |

Signature: *Amanda Miller*  
Amanda Miller (Jun 28, 2021 12:34 EDT)

Email: president@kalamazooea.org

Board Package # 2

PACKAGE PROPOSAL

KEA to KPS Economic, Virtual Instruction and Safety

June 18, 2021

KPS AND KEA  
COLLECTIVE BARGAINING NEGOTIATIONS  
BOARD Counter Proposal

June 15, 2021

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

Re: School Safety Protocols for In-person School Operations for 2021-2022 School Year

The parties agree as follows with respect to safety protocols for in-person instruction for the 2021-2022 school year:

1. The Board is committed to offering in-person instruction for the District's pupils for the 2021-2022 school year. In connection with the pandemic, the Board will follow all legal requirements contained in orders issued by the Michigan Department of Health and Human Services ("MDHHS") and the Emergency Rules of the Michigan Occupational Health and Safety Administration ("MIOSHA"). The Board reserves the right in its sole discretion to implement stricter safety protocols than the MDHHS requirements.
2. This Letter of Agreement will expire June 30, 2022.

For the Association:

For the District:

\_\_\_\_\_  
Amanda Miller  
President

\_\_\_\_\_  
Sheila Dorsey-Smith  
Assistant Superintendent of Human Resources

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

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

BOARD PACKAGE NO. 2

Memorandum of Understanding  
Between  
KALAMAZOO EDUCATION ASSOCIATION  
And  
KALAMAZOO PUBLIC SCHOOLS

The parties memorialize the following regarding the Kalamazoo Public Schools virtual learning option for the 2021-2022 school year and 2022-2023:

A. Each party reserves its legal position regarding whether the Kalamazoo Public Schools' virtual learning option qualifies as a prohibited subject of bargaining under section 15(3) of the Public Employment Relations Act ("PERA"), MCL 423.215(3) and section 15(11)(a) of PERA, MCL 423.215(11)(a).

B. The District intends to fill all teaching vacancies, whether teachers of record or *teacher mentors of students* (**teachers may be assigned as both teachers of record and teacher mentors**), with the KEA collective bargaining unit members in accordance with the Master Agreement. The District will first ask for volunteers.

C. The District asserts that class size in this pilot program is a prohibited topic (See A Above). The District states that class size will be determined by the needs of the program. This memorandum does not indicate that the Association consents to deviation from the Master Agreement in terms of class size.

D. All teachers and staff shall work from their assigned building. They will report to a fulltime administrator for the virtual programs, and there will be a staff member assigned from the technology department.

E. The scheduled hours at the designated virtual school site are from 8:49 am to 4:00 pm. *For elementary and 8:55 am to 4:00 pm for secondary. Duty free lunch of 30 minutes shall be provided for each teacher.* Teachers may request flexible hours and receive prior written approval from the virtual administrator, but the District will not be responsible for providing computer technology equipment for home use.