

AGREEMENT

between

KALAMAZOO PUBLIC SCHOOLS

and

THE KALAMAZOO EDUCATION ASSOCIATION

2023-2024

Tentative Agreement Only

PREAMBLE

THE AGREEMENT entered into as of this **14th day of September, 2023** by and between Kalamazoo Public Schools, hereinafter called the School District or District, and the Kalamazoo County Education Association, an incorporated Association (of which the Kalamazoo Education Association is a member organization), hereinafter called the Association, affiliated with the Michigan Education Association, hereinafter called the MEA, and the National Education Association, hereinafter called the NEA. The School District and the Association shall be the sole parties to this Agreement.

Article 1

Section C: Unit Description

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

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

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

Article 2

Section I: Association Meetings

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

Section K: Governing Board Meetings

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

Article 7

Section E: Maximum Sizes – Secondary

With the exception of classes in music, study hall and counseling group assignments, it is hereby agreed that the maximum number of students assigned to any secondary teacher shall not exceed one hundred sixty (160) students per school day and thirty-five (35) students per class period effective with the 2012-2015 school years. In the unusual event that a classroom teacher has been assigned either thirty-six (36) or thirty-seven (37) students, said teacher will be eligible for an additional payment of five hundred dollars (\$500) for each class to which they are assigned that contains thirty-six (36) or thirty-seven (37) students.

~~Commencing with the 2011-12 school year, a~~ A physical education teacher who has been assigned forty-eight (48) students or more will be eligible for an additional payment of five hundred (\$500) dollars for each class per trimester to which they are assigned that contains forty-

eight (48) or more students. The maximum for physical education will be two hundred thirty (230) per school day.

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

~~The District shall take all reasonable steps to provide the Master Schedule, prepared to allow student scheduling, to secondary guidance counselors by the end of the first week of May each year.~~ **The secondary deans and building principals will prepare the master schedule within one (1) week of the last KPS Advanced Placement (AP) exam.** If the district cannot provide this, they shall inform the Association and meet to discuss alternatives and additional compensation for counselors at Contract Review in April and May.

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

ARTICLE 14 – PROFESSIONAL IMPROVEMENT

Section D: Guidelines for Professional Development

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

selected by their respective team members by May 15, in accordance with the Department Head selection process outlined in Article 12, Section L. All facilitators selected for the next school year must complete the facilitator training annually before their service as facilitator.

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

PD, grade-level/department PD, building PD, SCECH (State Continuing Education Clock Hours) credit, and all other District PD.

11. KEA bargaining unit employees with extracurricular or after school assignments will request in writing at least ten (10) 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:
 - a. Thirty (30) minutes will be allocated for lunch if lunch is provided to staff, if food is available for purchase or, if desired, staff provides their own food (such as potluck).
 - b. Sixty (60) minutes will be allocated for lunch if staff is to purchase their lunch off site.
14. This lunchtime plan will be announced to staff no later than three days prior the Professional Development and be announced to staff as part of the publishing of the PD agenda. The lunch time plan, once determined, will apply to all staff. Both the Association and the District agree and expect teachers to return to the building and be ready to begin their professional development no later than sixty (60) minutes from lunch dismissal.
15. **For district-provided professional development that appears on the KEA District Calendar, links to register attendance in the online professional development verification system will be sent out to KEA Bargaining Unit employees using the KPS global teachers email address the day of the event.**

Section E: Professional Development Records

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

The KALPA online professional development system Verification System shall remain open and available to all KEA Bargaining Unit employees **throughout the entire calendar year to allow each** after June 30, of each year to enable employees to receive, track, **and** update credit for **professional development** all PD.

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 which will be responsible for SCHECH credit approval from the State of Michigan.

When the training or professional development is required, then the District shall inform bargaining unit employees whether the training or professional development has 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.

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 purpose of renewal of a teaching certificate beyond the 2019-2020 school year DPPD.

ARTICLE 22 – PROFESSIONAL COMPENSATION

Section A: Salary Schedules

The basic salaries of bargaining unit employees covered by this Agreement are set forth in [Schedule A](#). [Schedule B](#) sets forth extra duty salaries, Found in Appendix 4.

All bargaining unit employees **active for the first payroll in December 2023** will receive one percent (1.00%) **an off-schedule payment, based on each salary, to be paid on or before December 31, 2023. This payment will be treated as compensation for the purpose of MPSERS.** ~~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.~~

The Association and the District shall negotiate a separate LOA regarding the additional compensation identified as Educator Compensation (categorical 27-I from the 2023 State Education Budget signed into law on July 20, 2023) at a later date and is not accounted for in the Master Agreement herein.

Level	2022-23	2023-24 Salary	Daily Rate
A	\$41,927	\$ 44,652	\$ 230.16
B	\$51,927	\$ 55,302	\$ 285.06
C	\$61,927	\$ 65,952	\$ 339.96
D	\$71,927	\$ 76,602	\$ 394.86
E	\$81,927	\$ 87,252	\$ 449.75

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

Behavioral Specialist Salary Schedule – See Appendix 4

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

If Fall 2023 K-12 enrollment is:	Then salary increase is:
12,077 to 12,142	0.20%
12,143 to 12,208	0.40%
12,209 to 12,274	0.55%
12,275 to 12,340	0.70%
12,341 to 12,406	0.85%

12,407 to 12,472	1.00%
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This enrollment incentive payment, if any, will be applied to each bargaining unit members' salary retro-actively to the start of the school year, based on distribution plan agreed to by the union.

	If Fall 2021 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, B, C or D 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 \$1000/2000 annual Out-of-Network deductible \$20/25/50 OV/UC/ER (Office Visits/ Urgent Care/ Emergency Room) co-pay SAVER Rx Includes Preventative Hearing Care Adult Immunizations
<u>Long Term Disability Employer Paid</u>	66 2/3 \$5,000 maximum/month 90 calendar day - modified fill Freeze on offsets 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> Delta Dental Class I, II, III + max Class IV + max Coordinated Riders	80/80S/80: \$2,000 80: \$2,000 50/50/50/50: \$1,500 Sealants

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

<u>Long Term Disability Employer Paid</u>	66 2/3 \$5,000 maximum/month 90 calendar day - modified fill Freeze on offsets 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
Delta Dental <u>Dental 80%/20% Cost Share</u> Class I, II, III + max	80/80S/80: \$2,000

Class IV + max Coordinated Riders “Cash in Lieu”	80: \$2,000 50/50/50/50: \$1,500 Sealants \$100 / month
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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 - \$1650/\$3200* \$1350/2700* In-Network deductible \$3200/\$6400* \$2700/5400* annual Out-of-Network deductible *Or minimum “High Deductible Plan” deductible allowed per <u>IRS Regulations.</u> MESSA ABC Rx Includes Preventative Care and Hearing Care Adult Immunizations
<u>Health Savings Account</u>	HSA Administered by Health Equity HSA Contributions shall be earned on per diem basis between first work day of January and last teacher work day \$1280/\$2560 \$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 \$5,000 maximum/month 90 calendar day - modified fill Freeze on offsets 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> Delta Dental Class I, II, III + max Class IV + max Coordinated Riders	80/80S/80: \$2,000 80: \$2,000 50/50/50/50: \$1,500 Sealants

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

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

<u>Health</u>	MESSA Account Based Choices (ABC) Plan 2 - \$2,000/4,000* In-Network deductible \$4,000/\$8,000* annual Out-of-Network deductible MESSA ABC Rx Includes Preventative Care and Hearing Care
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	Adult Immunizations
<u>Health Savings Account</u>	HSA Administered by Health Equity HSA Contributions shall be earned on per diem basis between first work day of January and last teacher work day \$1280/\$2560/\$2560 \$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 \$5,000 maximum/month 90 calendar day - modified fill Freeze on offsets 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> Delta Dental Class I, II, III + max Class IV + max Coordinated Riders	 80/80S/80: \$2,000 80: \$2,000 50/50/50/50: \$1,500 Sealants

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

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

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

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

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

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 L: Payroll Deduction

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

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

Section 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 **R₁** per District semester, with a maximum of **R₂** 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 **R₃** per credit hour, or up to **R₄** per SCECHs/CEUs , for each additional hour or unit earned. The total sum to be paid for additional credit hours and/or units – including any reimbursed credits from paragraph 1 – shall not exceed **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**.

	4% increase 9/14/2023	2% increase 8/17/2022
R₁	\$1,082.00	\$1,040.40
R₂	\$324.60	\$312.12
R₃	\$162.30	\$156.06
R₄	\$27.05	\$26.01
R₅	\$4,977.27	\$4,785.84

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 **W₁**, starting in the next semester following confirmation of certification, and continuing every year thereafter. Said bonus shall supplement normal step increases and degree advances. The District shall provide support to an official applicant for National Board Certification. All materials produced by the teacher in preparing for such certification shall remain the property of the teacher.

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

	4% Increase 9/14/2023	2% Increase 8/17/2022
W₁	\$3,132.22	\$3011.75

Article 31

Section B: Mentors

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

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

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

Mentee s	Compensatio n 2023-24 (4%)	Compensatio n 2022-23	Release Days (May be Used in ½-day Increments)
6-8	\$1,881.62	\$1,809.25	8
4-5	\$1,505.30	\$1447.40	8
3 or less	\$1,128.97	\$1,085.55	6

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

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

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

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

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

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

Section C: Speech Language Pathology Clinical Fellowship Mentors

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

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

Mentors shall be limited to one clinical fellow at a time. Compensation will be allocated in the amount of **\$376.32** ~~\$361.85~~.

ARTICLE 34 – DURATION OF AGREEMENT

THIS AGREEMENT supersedes all previous Articles of Agreement between the parties and shall become effective as of **14th of September, 2023**, and shall remain effective until the **16th of August, 2024**.

APPENDIX 2: ATTACHMENTS

Attachment A - Arbitrator List

KALAMAZOO PUBLIC SCHOOLS & KALMAZOO EDUCATION ASSOCIATION

ATTACHMENT A

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

Deb Brodsky

William E Long

Thomas Barnes

Mark Glazer

Robert McCormick

Kathleen Opperwall

Kathryn VanDagens

Betty Widgeon

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

Attachment F

KEA Emergency Recall Coverage

KEA Substitute Emergency Recall Coverage

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

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

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

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

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

**LETTER OF AGREEMENT #1
between
KALAMAZOO PUBLIC SCHOOLS**

**and the
KALAMAZOO EDUCATION ASSOCIATION**

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

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

The parties have recognized that a number of contractual provisions maintained in the body of the Agreement need to be changed so as to effectuate a six (6) period day, trimester ~~[six (6) marking periods]~~ middle school schedule. The parties have agreed that the following provisions shall be effective for the **2023-2024** ~~2021-2023~~ school years:

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

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

Each team shall have a Team Leader or Co-Team Leaders who shall be jointly selected by the principal and the respective members of each team, no later than May 23, for the ensuing school year. Such Team Leaders shall be compensated in accordance with the extra-duty schedule applicable thereto **(B₄)**. In the event that the principal and the members of a team cannot reach agreement as to who should be selected as Team Leader by May 23rd, the issue as to who will be appointed as the Team Leader shall be referred to a committee of four (4) people within five (5) calendar days. That committee shall be composed of two (2) central-office administrators designated by the Superintendent; the President of the Association; and a building Association Representative, selected by the Association, at the affected building. When making its decision, the committee shall seek input from the principal and all staff members in the affected team. The decision of the committee shall be binding. If such committee cannot reach a decision by June 15, the Superintendent shall be notified, and will have thirty (30) calendar days to make a final determination.

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

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

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

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

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

3. Duty-free lunch periods for all full-time teachers in the middle school will be provided. Such duty-free lunch periods shall be a minimum of twenty-eight (28) minutes in duration. Teachers will not be required to remain in the building during this time provided they notify the building office.
4. The parties have agreed that no teacher in the core courses will be assigned more than three (3) preparations, hereafter referred to as preps, per trimester. Teachers assigned to teach more than one core subject or two (2) grade levels will not be assigned more than four (4) preps per trimester. No teacher will be assigned more than seven (7) preps per year.

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

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

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

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

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

6. Schedules for teachers with assignments in more than one (1) building shall be coordinated by the District on a case-by-case basis.
7. The parties have agreed that there will be six (6) week marking periods for the middle school program. To facilitate this, one-half (½) day of record keeping will be provided at the end of marking periods 1, 3, and 5. Middle School Trimesters shall align with High School Trimesters. One (1) day of record keeping will be provided at the end of marking periods 2, 4, and 6 (or trimesters 1, 2, and 3). All bargaining unit employees will receive record keeping time within five (5) days of the end of the marking period. Such time will be provided prior to when the marking period reports are due. Staff members will receive their record keeping time prior to the marking period reports due date. Grades for twelve (12) week courses are not due until 8:00 AM on the first scheduled work day of the week following the end of the trimester. Mid-marking period reports may be utilized at the option of each middle school teacher. The Teacher Access Center (TAC) shall remain open for the duration of the marking period and until the marking period report deadline.
8. Teachers shall participate in eighteen (18) hours of after school parent conference time per year. Compensation time shall be scheduled per the calendar agreement. Conferences shall be scheduled during the week in which mid-twelve week marking period progress reports are available (i.e. the seventh week): six (6) hours each twelve-week marking period. A half day for students will be provided to accommodate afternoon conferences each twelve-week marking period. The faculty team shall select the conference option times for each twelve-week marking period from those provided in the calendar.
9. Grade(s) will be entered regularly in the **TAC student information system**.
10. The parties have agreed that the contract provisions referring to the above-cited working conditions applying to a middle school program will remain in the main body of the Contract. The provisions as set forth in this Letter of Agreement shall take precedence over the old middle school provisions during any period that the School District maintains a middle school program with a six (6) period day as defined in this Letter of Agreement unless

modified by mutual agreement. All other contract provisions shall remain in full force and effect.

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

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

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

12. This Letter of Agreement is for the ~~2021-2023~~ **2023-24** school years and may be renewed and/or renegotiated no later than May 30, ~~2023~~ **2024** upon the agreement of both parties. If not renewed or renegotiated, the middle schools' program (grades 6-8) will revert back to a six (6) period day trimester school year without teams but maintaining class size, preps, and other compensation referenced within this document. This Letter of Agreement neither sets a precedent nor constitutes a practice.

For the Kalamazoo Education Association:
District:

/s/Millie Lambert
August 1, 2014

For the Kalamazoo Public School

/s/Sheila Dorsey
August 1, 2014

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

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

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

RE: Trimester Scheduling at Phoenix, Kalamazoo Central and Loy Norrix High Schools

The Kalamazoo Education Association, hereinafter known as the “Association”, and the Kalamazoo Public Schools, herein known as the “District”, hereby agree to the following with respect to the implementation of Trimester Scheduling at Phoenix, Kalamazoo Central and Loy Norrix High Schools beginning with the 2019-2020 school year.

I. COMMON PROVISIONS

A.The regular school day shall consist of five (5) instructional periods for students, each of which will be no less than seventy (70) minutes.

B.Passing time between classes shall be five (5) minutes.

C.The District shall provide a thirty (30) minute duty free lunch period for all Association members. This thirty (30) minute duty-free lunch includes one (1) five (5) minute passing time either to or from lunch.

D.Subject to Article 6, Section G, the District shall provide each full-time teacher with one planning period per school day of no less than seventy (70) minutes.

E.Team planning (required for Loy Norrix and Kalamazoo Central only) and regular planning periods for part-time staff members shall be pro-rated in accordance with his/her assignment.

F.~~Co-Teachers shall share a common plan and no special educator shall team with more than two (2) teachers per trimester. Kalamazoo Central shall have a two-year transition period through 2019-2020 school year to implement this provision.~~ **Beginning the 2023-24 school year, the District’s obligation toward scheduling co-teachers with a common plan time shall be limited to a special education teacher sharing a common plan time with one (1) general education teacher, and no special education teacher shall team with more than two (2) teachers per trimester and no more than two (2) subjects per trimester. Beginning with the 2024-25 school year, if a co-teacher is paired with more than one (1) co-teacher that**

results in a different plan times, then the District shall pay up to one (1) hour per week at the curriculum rate that is documented by the co-teachers completed time sheet(s). Payment is conditioned on time sheets and lesson plans being submitted to the principal during the pay period worked.

- G.**The District shall make every effort to keep the number of preparations, hereafter referred to as prep(s), for each teacher to a minimum. It is expected that the normal load of preps be three (3) per trimester. A teacher will not be assigned more than seven (7) preps per year.
- H.**In the event a teacher has more than three (3) preps per trimester, the teacher shall be entitled to premium compensation of four hundred dollars (\$400) per additional prep per trimester.

In a trimester in which a class would be counted as a fourth (4th) prep, but the same trimester of the class has already been taught in a previous trimester of the same school year by the member, the payment shall be two hundred and fifty dollars (\$250).

When counting the number of preps for the year, the same course shall count as one (1) prep regardless of the number of times it is taught that year. For example, English 9 A and English 9 B (a two trimester course in this example) might be taught by the same teacher first and third period during first and second trimester and second and third trimester which would count as two preps for the year and two preps for the second trimester when both first and second parts of the same course would be taught during the same (second) trimester, and necessitate separate lesson plans.

A and B sections of a course shall count as two (2) preps. However, Advance Placement courses (AP A, AP B, and AP C), Strategic Reading Courses (SRS A, SRS B, and SRS C), special education classes (Math 1A, 1B, and 1C; English 1A, 1B, 1C) which are A, B, and C, sections with the same students and same period for the year shall count as one (1) prep for the year but each portion of the course (A, B, and C) shall count as a separate prep for each trimester.

In the unlikely event that a teacher is assigned more than seven (7) preparations in a year, the following provisions will be used: the affected teacher and an Association Representative designated by the Association President must be consulted, and both must agree to the additional prep. If a request is granted for a number of preps over seven (7), up to a maximum of ten (10), then the teacher will receive additional compensation in the amount as follows:

Number of preps per year	Additional Compensation
8	\$600
9	\$1,200
10	\$1,800

Such compensation for preps per year is in addition to any compensation for preps per trimester, as provided in Section G.

- I.**The number of preps per trimester would be counted based on the course and the portion of the course being taught that trimester. For example, if a teacher had Chemistry A and Chemistry B (a one trimester course in this example) two (2) periods, Forensic Science (a one trimester course in this example) for one period, and Environment Science (a one trimester course in this example) for one period all in the same trimester, that would count as four preps for that trimester. The parties have agreed on the attached examples, which are illustrations only and are not exhaustive.
- J.**The District shall make every effort to ensure that students successfully complete the “A” portion of a course prior to taking the “B” portion of the same course. In addition, the District shall make every effort to consecutively sequence the “A” and “B” portions of a course.
- K.**Schedules, professional development, and meeting requirements for teachers with assignments in more than one building shall be coordinated cooperatively on a case-by-case basis by the building administrators with input from the teacher and copied to all parties and Human Resources.
- L.**The District shall ensure whenever necessary that scheduling is appropriately coordinated with EFE, EFA and KAMSC classes that exist outside of the Phoenix, Kalamazoo Central and Loy Norrix High School environments.
- M.**Mid-trimester progress reports shall be required for all students. The period being evaluated in the mid-trimester marking reports shall be the first six (6) weeks of the twelve (12) week period/trimester.
- N.**Teachers shall participate in eighteen (18) hours of after-school parent conference time per year. Comp time shall be scheduled per the calendar agreement.
- Conferences shall be scheduled during the week in which mid-trimester progress reports are available (i.e., the seventh week): six (6) hours each trimester. A half day for students will be provided to accommodate afternoon conferences each trimester. The faculty team shall select the conference option times for each trimester from those provided in the calendar
- O.**Per the permanent agreement on calendar, exams shall be conducted in accordance with provisions of the Calendar Rules in Appendix 4 of this agreement (See item 13).
- P.**Grades are due by close of business on the records day following exams.
- Q.**Beginning with the 2012-2013 school year, two (2) additional minutes of instruction will be added to the student day to provide for the adjustment in the trimester conference schedule and trimester exam schedule. This shall be done by moving the tardy bell two (2) minutes earlier so that one (1) minute shall be added to first period and that one (1) minute added to the fourth period

The District agrees to facilitate the attendance of students enrolled in EFE and EFA county programs. The District also agrees to hire substitutes for said programs at KCHS/LNHS for records days per the calendar agreement.

II. GRADE 9 KALAMAZOO CENTRAL AND LOY NORRIX

- A.** Ninth grade students will continue to be organized into small learning communities called “Freshman Academies” at Loy Norrix and Kalamazoo Central High Schools.
- B.** If the number of students assigned to any Freshman Academy English, mathematics, science, or social studies team teacher is thirty-two (32) or more students in a class, that teacher shall be entitled to premium compensation in accordance with Schedule B of the Agreement. A determination of class counts shall be made no later than fifteen (15) student days after the first day of the first trimester and ten (10) days after the first day of the second and third trimesters. After the initial determination of class counts, if the number is exceeded, the teacher will be eligible for the additional payment.
- C.** Freshman Academy teachers assigned to teach Non-Freshman Academy classes shall be entitled to premium compensation per class per trimester in accordance with Schedule B of this agreement if thirty-six (36) or thirty-seven (37) students are assigned to the class.
- D.** Teachers assigned to teach English, mathematics, science, and social studies in the same Freshman Academy shall receive their planning time during the same seventy (70) minute block per day.
- E.** The District shall provide each full-time teacher with a seventy (70) minute planning period per school day. A portion of said planning time, not to exceed seventy (70) minutes per meeting for two (2) meetings per month, will be utilized for team planning where teams exist.
- F.** Each Freshman Academy shall have an Academy Team Leader, selected according to the provisions stated in Section IV of this Letter, who will be a member of the team, and teach a full schedule of classes, where appropriate, in the Freshman Academy. The Academy Team Leader will be responsible for coordination of goals determined by the team.

III. GRADES 10-12 KALAMAZOO CENTRAL AND LOY NORRIX

- A.** If the number of students assigned to any classroom teacher is thirty-six (36) or thirty-seven (37) students in a class, that teacher shall be entitled to premium compensation per trimester per class in accordance with Schedule B of the Agreement. A determination of class counts shall be made no later than fifteen (15) school days after the first day of the first trimester and ten (10) days after the first day of the second and third trimesters.
- B.** If a Non-Freshman Academy teacher is assigned to teach a Freshman Academy English, mathematics, science, or social studies class, that teacher shall be entitled to premium compensation per class per trimester in accordance with Schedule B of this agreement if thirty-two (32) or more students are assigned in a class.
- C.** The District shall provide each full-time teacher with a seventy (70) minute planning period per school day.

IV. FRESHMAN ACADEMY LEADERS

- A. Selection: The Academy shall have an Academy Leader who shall be jointly selected by the principal and the respective members of each Academy, no later than the second week of the school year. These Academy Leaders shall be compensated in accordance with the extra-duty schedule applicable thereto. In the event that the principal and the members of an Academy cannot reach agreement as to who should be selected as Academy Leader by the second week of the school year, the issue as to who will be appointed as the Academy Leader shall be referred to a committee of four (4) people within five (5) calendar days. That committee shall be composed of two central-office administrators designated by the Superintendent; the President of the Association; and a building Association Representative selected by the Association at the affected building. When making its decision, the committee shall seek input from the principal and all staff members in the affected Academy. The decision of the committee shall be binding. If such committee cannot reach a decision by the end of the fourth week of school year, the Superintendent shall be notified, and will have thirty (30) calendar days to make a final determination.
- a. Compensation: Academy Leaders will be compensated an additional \$1,204.96 for their additional responsibilities.

V. ADDITIONAL CONDITIONS RELATED TO THE TRIMESTER SCHEDULE

- A. This Letter of Agreement is for the ~~2021-2023~~ **2023-24** school years and may be renewed and/or renegotiated no later than April 1, **2023 2024**, upon the agreement of both parties. If not renewed or renegotiated, the high schools' program (grades 9-12) will revert back to a six (6) period day as stated within the 1994-1996 Agreement.
- B. This Letter of Agreement neither sets a precedent nor constitutes a practice.

For Kalamazoo Education Association: For Kalamazoo Public School District

/s/Amanda Miller /s/Sheila Dorsey-Smith August 11, 2017 August 1, 2017

Revised: April, 2011; May, 2011; August 16, 2011; May 9, 2012; May 15, 2013, April 22, 2014; August 1, 2014, Renumbered from #5 to #4 on 9/3/2015, July 27, 2016, August 11, 2017, **September 14, 2023**

Letter of Agreement #18 – Pay for Subbing on Plan

Letter of Agreement #18
Between the

KALAMAZOO EDUCATION ASSOCIATION
And the
KALAMAZOO PUBLIC SCHOOLS

The Kalamazoo Education Association and Kalamazoo Public Schools agree to a change, as outlined below, in the pay rate for any Association member substituting in place of all or part of their regular duty schedule.

For the 2022-2023 and 2023-2024 school year, the District will adjust the pay rates for KEA employees who substitute after the date that this letter of agreement is executed.

1. The District will double the rate of pay for secondary employees who substitute on their plan period in Schedule B. Thus, the KEA sub pay rate will be \$46.80 per hour.
2. Elementary classroom teachers who teach their own students plus additional students where the teacher is not the teacher of record will be paid an additional \$50.00 per day for each teacher that accepts students.
3. Elementary specials teachers who teach another classroom teacher's class will be compensated an additional \$50 per day.
4. Part-time teachers who substitute outside of their regular work time will be paid their regular per diem while substituting.
5. If an elementary teacher loses plan time, the teacher will be compensated at \$46.80 per hour, prorated.
6. This LOA was negotiated along with the COVID LOA (April 2023) and are to be considered tie-barred for ratification.

This understanding does not establish a precedent, custom or binding practice in any other matter. This agreement shall expire on the last day of school in June 2024.

For Kalamazoo Education Association:

For Kalamazoo Public Schools:

4/20/23

4/20/23

Heather Reid,
KEA President

Date

Sheila Dorsey-Smith
Asst. Supt. HR

Date


APPENDIX 4: Compensation Schedules
Schedule A – Salary for Bargaining Unit Employees

Schedule A - 2023-2024												
Year	Bachelors			Masters			Master Plus 30			Doctorate		
		Annua	Daily		Annua	Daily		Annua	Daily		Annua	Daily
1	A	44652	230.2	A	44625	230.2	B	55302	285.1	B	55302	285.1
2	A	44652	230.2	A	44625	230.2	B	55302	285.1	B	55302	285.1
3	A	44652	230.2	B	55302	285.1	B	55302	285.1	C	65952	340
4	A	44652	230.2	B	55302	285.1	B	55302	285.1	C	65952	340
5	B	55302	285.1	B	55302	285.1	B	55302	285.1	C	65952	340
6	B	55302	285.1	B	55302	285.1	C	65952	340	C	65952	340
7	B	55302	285.1	B	55302	285.1	C	65952	340	D	76602	394.9
8	B	55302	285.1	C	65952	340	C	65952	340	D	76602	394.9
9	B	55302	285.1	C	65952	340	C	65952	340	D	76602	394.9
10	C	65952	340	C	65952	340	C	65952	340	D	76602	394.9
11	C	65952	340	C	65952	340	C	65952	340	D	76602	394.9
12	C	65952	340	C	65952	340	D	76602	394.9	D	76602	394.9
13	C	65952	340	D	76602	394.9	D	76602	394.9	E	87252	449.8
14	D	76602	394.9	D	76602	394.9	D	76602	394.9	E	87252	449.8
15	D	76602	394.9	D	76602	394.9	D	76602	394.9	E	87252	449.8
16	D	76602	394.9	D	76602	394.9	E	87252	449.8	E	87252	449.8
17	D	76602	394.9	E	87252	449.8	E	87252	449.8	E	87252	449.8
18	D	76602	394.9	E	87252	449.8	E	87252	449.8	E	87252	449.8
19	D	76602	394.9	E	87252	449.8	E	87252	449.8	E	87252	449.8
20	D	76602	394.9	E	87252	449.8	E	87252	449.8	E	87252	449.8
21	D	76602	394.9	E	87252	449.8	E	87252	449.8	E	87252	449.8
22	D	76602	394.9	E	87252	449.8	E	87252	449.8	E	87252	449.8
23	D	76602	394.9	E	87252	449.8	E	87252	449.8	E	87252	449.8
24	D	76602	394.9	E	87252	449.8	E	87252	449.8	E	87252	449.8
25	D	76602	394.9	E	87252	449.8	E	87252	449.8	E	87252	449.8
26	D	76602	394.9	E	87252	449.8	E	87252	449.8	E	87252	449.8
27	E	87252	449.8	E	87252	449.8	E	87252	449.8	E	87252	449.8
28	E	87252	449.8	E	87252	449.8	E	87252	449.8	E	87252	449.8
29	E	87252	449.8	E	87252	449.8	E	87252	449.8	E	87252	449.8
30	E	87252	449.8	E	87252	449.8	E	87252	449.8	E	87252	449.8

Behavior Specialist Salary Schedule			
Step	Salary - BA	MA	
1	\$ 43,838.00	\$ 45,000.00	
2	\$ 45,104.00	\$ 46,800.00	
3	\$ 46,387.00	\$ 48,600.00	
4	\$ 47,665.00	\$ 50,400.00	
5	\$ 48,936.00	\$ 52,200.00	
6	\$ 50,213.00	\$ 54,000.00	
7	\$ 51,485.00	\$ 55,800.00	
8	\$ 52,772.00	\$ 57,600.00	
9	\$ 54,076.00	\$ 59,400.00	
10	\$ 55,401.00	\$ 61,200.00	
11	\$ 56,747.00	\$ 63,000.00	
12	\$ 58,115.00	\$ 64,800.00	

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

Schedule B1: High School Rates			
2023-2024			
		Amount per Season or Year	
		Coaches or Lead Advisor	Coaches or Assistant Advisor
Activity Salary Rates	Activity		
	Baseball	\$ 4,894.09	\$ 3,425.86
	Basketball	\$ 7,243.27	\$ 5,050.71
	Phoenix Basketball	\$ 7,243.27	\$ 5,050.71
	Cross Country	\$ 4,306.81	\$ 3,014.76
	Football	\$ 7,047.50	\$ 4,933.25
	Golf	\$ 3,523.75	
	Gymnastics	\$ 3,915.28	
	Ice Hockey	\$ 5,481.38	\$ 3,836.97
	Soccer	\$ 4,306.81	\$ 3,014.76
	Softball	\$ 4,894.09	\$ 3,425.86
	Swimming	\$ 5,481.38	\$ 3,836.97
	Tennis	\$ 3,523.75	\$ 2,466.62
	Track and Field	\$ 4,698.32	\$ 3,288.83
	Volleyball	\$ 5,089.85	\$ 3,562.90
	Wrestling	\$ 5,285.62	\$ 3,680.36
	Cheerleading - Football	\$ 3,132.22	\$ 2,192.55
	Cheerleading - Basketball	\$ 4,306.81	\$ 3,014.76
	Cheerleading - Competitive	\$ 3,523.75	
	Athletic Game Aide	\$ 7,243.27	
	Athletic Ticker Aide	\$ 7,243.27	
	Head Driver Education	\$ 4,306.81	
	High School Band Director	\$ 6,264.44	\$ 4,306.81
	High School Choral Director	\$ 4,698.32	
	High School Orchestra	\$ 4,698.32	
	Instrumental Jazz	\$ 3,523.75	
	Dramatics Coach	\$ 3,523.75	
	Debate	\$ 4,698.32	\$ 1,566.10
	Forensics	\$ 3,327.98	\$ 1,174.59
	National Honor Society	\$ 1,174.59	
	High School Yearbook	\$ 1,957.63	
	High School Newspaper	\$ 1,174.59	
	Day Care Center Director	\$ 3,915.28	
	Mock Trial Coach	\$ 3,132.22	
	Student Government	\$ 783.06	
	Future Teacher Development Leader (one elementary total and one per middle school)	\$ 3,523.75	
	Grades 9-12 Team Leader	\$ 1,292.04	
	Department Heads	\$ 2,349.16	
	Co-Op Heads	\$ 3,132.22	
	Senior Class Sponsor	\$ 2,740.69	
	Junior Class Sponsor	\$ 2,740.69	
	Sophomore Class Sponsor	\$ 1,566.10	
	Freshman Class Sponsor	\$ 1,566.10	
	B.F.A. Advisor	\$ 1,761.87	
	D.E.C.A. Advisor	\$ 1,761.87	
	F.C.C.L.A Advisor	\$ 1,761.87	

Schedule B2: Secondary Class Size Overage Compensation			
Position	Class size threshold for payment	Payment amount per class per trimester 23-24	Payment amount per class per trimester 22-23
(English, Math, Science, Social Studies)	32 or more	\$541.01	\$520.20
Secondary Classes (other than P.E. and F.A.)	36 or 37	\$541.01	\$520.20
Secondary Physical Education	48 or more	\$541.01	\$520.20
<i>*See Article 7, Section E</i>			

Schedule B3: Lead Teachers' Rates				
Lead Teachers	Position	Annual Amount 2023-24	Annual Amount 2022-23	Summer Days at Curriculum Rate
	Social Studies (6-12)	\$6,264.44	\$6,023.50	10 to 15 days
	Physical Education (K-12)	\$6,264.44	\$6,023.50	10 to 15 days
	Elementary Science (K-5)	\$6,264.44	\$6,023.50	20 days
	Secondary Science (6-12)	\$6,264.44	\$6,023.50	10 to 15 days
	Special Education Itinerant			
	Ancillary Staff Lead (See Section P Below)	\$2,349.16	\$2,258.81	

Schedule B4: Middle School Rates			
Activity Salary Rates	Activity	Amount per Season or Year	
		Head Coaches or Lead Advisor	Assistant Coaches or Assistant Advisor
	Basketball	\$3,132.22	\$1,957.63
	Football	\$2,740.69	\$2,740.69
	Softball	\$1,957.63	
	Tennis	\$2,349.16	
	Volleyball	\$2,740.69	
	Wrestling	\$2,740.69	
	Cheerleading - Football	\$1,566.10	
	Cheerleading - Basketball	\$1,957.63	
	Track and Field	\$2,349.16	\$1,644.42
	Athletic Aide	\$4,698.32	
	Department Heads	\$1,840.18	
	Athletic Aide	\$4,698.32	
	Athletic Director/Coordinator - one per building	\$7,047.50	
	Middle School Band Director	\$1,957.63	
	Middle School Choir Director	\$1,957.63	
	Middle School Orchestra Director	\$1,957.63	
	Drama Plays	\$1,409.50	
	Grade 6-8 Team Leader	\$1,292.04	
	Middle School Musical Director	\$1,174.59	

Schedule B5: Elementary Rates				
Position	Hours Cap	Rates of Pay	Year	Year
		Time Period	2022-23	2023-24
Student Assistant Leader		Per Hour	\$24.18	\$25.15
Black History Quiz Bowl	60 hours max	Per Hour	\$23.39	\$24.33
Social Studies Olympiad	60 hours max per event	Per Hour	\$23.39	\$24.33
Science Fair / Olympiad	60 hours max per event	Per Hour	\$23.39	\$24.33
Drama / Plays	60 hours max per event	Per Hour	\$23.39	\$24.33
Elementary Intramural Sports	60 hours max per event	Per Hour	\$23.39	\$24.33
Extra Duty Supervision	60 hours max per event	Per Year	\$1,302.54	\$1,354.64
Splits		Per Year	\$3,690.87	\$3,838.50

Schedule B6: All Levels Other Assignments - Hourly and Various Rates			
		2022-23	2023-24
All Levels Other Assignments	Curriculum Rate	\$22.93	\$23.85
	Summer School Teacher	\$22.93	\$23.85
	Substituting during planning	\$22.94	\$47.72 per LOA #18
	Expo)	\$15.79	\$16.42
	In-Service Activities	\$15.43	\$16.05
	TV/Radio Production Coordinator	\$19.01	\$19.77
	Mentor Teacher	See Article 31	See Article 31
	Secondary Counselor - ten (10) additional days	pro-rata pay	pro-rata pay
	Technically Advanced Group (TAG)	varies by building	varies by building
	Grade-Level/Department Meeting Facilitators (excluding Department Heads). Maximum 1.5 hours per meeting	\$22.93	\$23.85
	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	\$22.93	\$23.85

Section E: Coaching Experience Credit

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

APPENDIX 5- CALENDAR RULES

Note: On July 25, 2023, the district imposed the 2023-24 calendar through the 2023 winter break, as published. Further negotiations relating to early release days, how it effects calendar rules, and their impact to working conditions should take place and attached to this contract as a seperate LOA. No updates were negotiated and agreed to for the following calendar rules as part of the 2023 Tentative Agreement except:

“When Juneteenth falls on a date that affects a KEA Bargaining Unit member who is scheduled to work past that holiday, then the Bargaining Unit member will be paid an additional per diem amount for this day. Black out date rules apply.”

Background info: KPS recognized Juneteenth as a holiday for all employees per a memo sent out on May 23, 2023.

REPORTING TIMES

2023-24

Secondary:

7:25 Teacher report time
~~7:33~~ **7:31** Student instruction begins
2:20 Student dismissal
2:30 Teacher day ends

Responsibility for students prior to 7:25 AM and beyond 2:30 PM belongs to administration and/or extra duty supervision staff.

Half-day dismissal time: 10:40am

Phoenix:

7:20 Teacher report time
~~7:28~~ **7:26** Student instruction begins
~~1:00~~ **1:01** Student dismissal
2:25 Teacher day ends

Responsibility for students prior to 7:20 AM and beyond 2:25 PM belongs to administration and/or extra duty supervision staff.

Half-day dismissal time: 10:30am

Elementary:

~~8:44~~ **8:40** Teachers report to classroom/workstation/assigned area
8:44 Buses arrive, students enter classroom/building
8:44 Teacher supervision of students begins
8:50 Student instruction begins/tardy bell
~~3:50~~ **3:52** Student dismissal
3:55 Teacher day ends

Responsibility for students prior to **8:44 8:40** AM and beyond 3:55 PM belongs to the administration and/or extra duty supervision staff.

Half-day dismissal time: 12:02pm for students and 12:05pm for teachers

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

8:04 8:00 Teachers report to classroom/workstation/assigned area
8:04 Buses arrive, students enter classroom/building
8:04 Teacher supervision of students begin
8:10 8:08 Student instruction begins/tardy bell
3:10 Student dismissal
3:15 Teacher day ends

Responsibility for students prior to 8:04 AM and beyond 3:15 PM belongs to administration and/or extra duty supervision staff.

Half-day dismissal time: 11:20am for students and 11:25am for teachers

Linden Grove Middle School

8:03 Teachers report time
~~8:13~~ **8:06** Student instruction begins
2:58 Student dismissal
3:08 Teacher day ends

Responsibility for students prior to 8:03 AM and beyond 3:08 PM belongs to administration and/or extra duty supervision staff.

Half-day dismissal time: 11:13am

Work Days 2023-24

Bargaining Unit Employee Work Days	
Student Instructional Days (Full and Half Days) Legal Requirement	180
Other Work days (Including Comp Days)	10
Total teacher reports	190
Paid Holidays	4
Total Paid Days for Basic Salary	194

See language regarding Juneteenth holiday not accounted for in the above chart.