

ARTICLES OF AGREEMENT

between

The School District of the City of Kalamazoo

and

**The Kalamazoo County Education Association
Kalamazoo Behavioral Specialists
(KEA)**

2023 - 2024

A G R E E M E N T

b e t w e e n

THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO

and

**THE KALAMAZOO COUNTY EDUCATION ASSOCIATION
KALAMAZOO BEHAVIORAL SPECIALISTS
(KEA)**

This Agreement entered into this 12th day of January 2021, by and between the Kalamazoo Public Schools, hereinafter referred to as the "District", and the Kalamazoo County Education Association, an incorporated Association hereinafter referred to as the "Association", affiliated with the Michigan Education Association, hereinafter called the MEA, and the National Education Association, hereinafter called the "NEA".

ARTICLE I – RECOGNITION

Section A – The School District of the City of Kalamazoo (District) hereby recognizes the Kalamazoo County Education Association–MEA/NEA as the exclusive bargaining agent for Achievement and Behavioral Specialists and Restorative Re-entry Coaches of said District.

Section B – This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing and signed amendments to this Agreement.

Section C – Any individual contract between the District and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Section D – This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms.

Section E – If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section F – The District shall provide a copy of this Agreement to each employee via e-mail within forty-five (45) days of ratification and signing of Agreement.

Section D — The District agrees to furnish to KEA, in response to requests, information concerning the financial resources of the District which are available to the public and/or agreed to by the Superintendent including, but not limited to, annual financial reports and audits; register of the bargaining unit; tentative budget requirements and allocations; agendas and minutes of Board meetings; Treasurer's reports; census and membership data; names, addresses and salaries of all Employees; and such other information as will assist KEA in developing programs. KEA shall also be entitled to information which may be necessary to process a grievance or complaint. It is understood that this shall not be construed to require the District, without compensation by KEA, to compile information and statistics not readily available, nor will such requests by KEA have greater priority than District requests.

Section E — After making an appointment for that purpose with the Department of Human Resources or the immediate supervisor, Employees shall have the right, in the presence of a member of the Department of Human Resources or the immediate supervisor, to review the contents of their own personnel files (with the exception of college placement papers and employment recommendations). A representative of KEA may, at the Employee's request, accompany the employee during this review. All records pertaining to an Employee shall be kept in the Employee's file in the Department of Human Resources. NO material including or related to student, parental or school personnel complaints originating after initial employment will be placed in an Employee's file unless he/she has had an opportunity to review it. Any material not in these files shall not be used in any way against the employee.

Section F – The District shall provide each Behavioral Specialist with a secure place for the storage of contact files and personal effects. They will also be provided access to a phone for work-related calls.

ARTICLE IV – DISTRICT RIGHTS

Section A – The District on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself; without limitations, all powers, right, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and/or the United States, including but without limiting the generality of the foregoing: the management and control of school properties, facilities, grades and courses of instruction, athletic and recreational programs, methods of instruction, materials used for instruction, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

Section B – The exercise of these powers, rights, authority, duties and responsibilities by the District and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

Section C – Notwithstanding any other provision of this Agreement, it is understood by the Association and its members that individual buildings utilizing site-based decision-making reach periodical decisions of whether or not to fund one or more behavioral specialist positions at an individual site. As part of this site-based decision making process the parties will present the benefits of an Achievement and Behavior Specialist as compared to other options for addressing behavior support needs of a building. These decisions may result in one or more behavioral specialists losing their positions or the creation of a new position. It is understood that such building decisions and their impact are not grievable or arbitrable under the Agreement. Further, as long as the District does not reduce the number of behavioral specialists positions beyond fifteen (15) the Association and its members waive any and all

Section C – Career Employment

1. Employees who successfully complete the probationary period shall be placed on career status.
2. Career Employees returning to the bargaining unit after an absence from the bargaining unit shall be placed no lower than the same salary step they were on when they left, provided that said absence is no longer than two (2) years.
3. Career Employees transferred to a new assignment shall be given regular feedback (a summary of the conversation, see "Appendix C") about their performance of the new job before the end of each of the first three months. At the end of the third (3rd) month a formal evaluation covering the three (3) consecutive months shall be conducted.

Section D – No Employee shall be disciplined or discharged without just cause.

Section E – Warning for Career Employees

1. A career Employee who fails to perform tasks assigned satisfactorily will be placed on a twelve (12) week warning period. A written plan of improvement will be developed. No warning period will happen without a meeting with the Employee, immediate supervisor and Association Representative.
2. Appraisal shall be made after twenty (20) working days, forty (40) working days, and immediately prior to the end of sixty (60) working day warning period. These appraisals shall be discussed in conference with the Employee and Association Representative by the immediate administrator and signed by each. An addendum explaining the purpose of the evaluation shall accompany the evaluation form. Failure to achieve satisfactory performance after 60 days may result in termination.

Section F – Upon employment, each Employee shall be given a copy of these Articles of Agreement, work rules, written notification of assignment, job description, fringe benefit package, notice of placement on the salary schedule and name of immediate administrator.

Section G – No more than ten (10) working days after the last working day of the school year, each Employee will receive written notification of his/her possible placement for the succeeding school year.

Section H – The Association shall be notified promptly of any new hires, transfers, leaves of absence and terminations. This notice shall be provided to the MEA and the KEA President through the School Board packets. The District will maintain an up-to-date seniority list which will contain all Employees' names, building location and date of hire/seniority date. The seniority list will be provided to the MEA UniServ Director and the KEA President in September and March each year.

Section I – Performance Evaluation

1. Each non-probationary Employee shall have a written performance evaluation once

1. Objective and demonstrable criteria shall be established as stated qualifications for each position.
2. All new Employees and Employees transferring to another position shall be required to meet the stated qualifications for the positions to which they are assigned.
3. Any additional qualifications not subject to objective measurement shall be clearly stated in the posting.
4. Applicants not selected shall, at their request, be told why they were unsuccessful in the bid for the position. Applicants who further desire written summary of the reason shall request such summary in writing.
5. Applicants not selected shall be notified as soon as selection is made.

Section G – Employees shall give at least two (2) weeks' notice prior to resigning/retiring. When proper notification is not given, temporary help may be used, while the position is being posted and applicants for transfer are being processed.

Section H – Involuntary transfers will be minimized and avoided whenever possible.

Section I – In the event there are no bargaining unit members on layoff, all bargaining unit members requesting transfers will be considered by the schools. If there are bargaining unit members on layoff status, they shall be recalled to said open position based on having the most seniority.

Section J – Any KEA bargaining unit employees, or former HSS bargaining unit employees, that has worked in the KEA bargaining unit for five (5) consecutive years or more shall, if displaced, reduced, or has their position eliminated, have the right to bump into the position held by the least senior KEA employee. If this movement results in a situation in which a bargaining unit employee's only option to avoid layoff is to accept a non-bargaining unit position, for the first school year after this transfer the employee shall be paid no less than their final salary as a behavior specialist.

In the event that a KEA unit position is eliminated by the School District, the affected bargaining unit member shall:

1. Be given consideration for other positions in the School District that they have the then-present ability to perform; and/or,
2. Be rehired into the KEA unit when there is an open position that occurs within one (1) year. Upon rehire, the individual will be restored to his/her prior placement on the seniority scale with no seniority accruing during the time of said absence.

ARTICLE IX – SUPERVISION

Although it is recognized that certain classifications of employment entail certain supervisory responsibilities, it is understood by the parties and mutually agreed that no bargaining unit member shall assess the performance or contribute to the assessment of the performance of another bargaining unit member, except in situations wherein student/children safety is compromised or otherwise negatively impacted.

9. Complete and submit Time and Effort Reports (i.e., Semi-Annual Certifications or Bi-Weekly Time Sheets and Personal Activity Reports) as required for any personnel fully or partially funded with federal funds.
10. Bargaining unit employees shall not be assigned as substitute principals, placed "in charge" while the principal is absent involuntarily. This function shall be an exclusively voluntary job duty. Such duty shall not be included in "other duties as assigned" per Item 11 of this section. If a bargaining unit employee chooses to volunteer for this duty, they shall do so in writing. Bargaining unit employees shall be given timely feedback regarding their performance as a substitute administrator to allow for professional growth. The employee may submit to their personnel file an annual record of the time they served as substitute administrator to memorialize and recognize their service. This memo must be signed by the building administrator. In the bargaining unit employee's three-year evaluation cycle (See Article VII – EMPLOYMENT Section I Performance Evaluation) they shall be recognized for their service in this capacity.
11. Perform other duties as assigned.

Section C – If duties are modified, the employees affected by change shall receive written notification of new responsibilities. Employee concerns about assigned duties may be referred to the Department of Human Resources for review. If duties are significantly modified, the employee may address the issue during Mutual Concerns.

ARTICLE XI – PROTECTION OF BEHAVIORAL SPECIALIST

Section A – **Physical Force** - A Behavioral Specialist has the right to use such force as is necessary to protect himself/herself from attack, or to prevent injury to another Behavioral Specialist or student. Any case of physical assault upon a Behavioral Specialist shall be reported to the principal. The principal shall inform the Behavioral Specialist of all legal and contractual rights afforded the Behavioral Specialist. Upon the request of the Behavioral Specialist, the principal shall report the assault to the local police. In the event the principal is unavailable, the Behavioral Specialist will contact the Student Services department prior to the police being notified. In any case of physical assault upon a Behavioral Specialist while properly performing his/her duties, the District and the Association will render all reasonable assistance to the Behavioral Specialist which may include legal counsel.

Section B – **Assistance in Legal Actions** - In any case of criminal complaint or civil suit by third parties as a result of action taken by the Behavioral Specialist while properly performing his/her duties, the District and the Association will render all reasonable assistance to the Behavioral Specialist in connection with the handling of the incident by law enforcement and judicial authorities, and the District will, upon request, provide legal counsel.

Section C - **Lost Time** - Behavioral Specialists shall continue to receive all benefits during time lost as a result of injury resulting from an assault upon a Behavioral Specialist while properly performing his/her duties.

Section D - Safety of Students - Behavioral Specialists shall be expected to exercise reasonable care with respect to the safety of pupils and student property and shall discharge their duties and responsibilities to said students and property according to the Michigan School Laws.

Behavior Specialists Work Schedule for 2023-2024

	<u>Work Days</u>	<u>Holidays</u>	<u>Non-Work Days</u>
August	14		
September	20	Labor Day (09/04/23)	
October	22		
November	20	Thanksgiving (11/23/23)	11/22/23 (Conference comp, for all employees that work conferences) 11/24/23
December	16		Winter Recess (12/25/23 – 01/05/24)
January	18		
February	21		
March	16		03/22/24 (Conf. comp, for all employees that work conferences) Spring Break (03/25/24 – 03/29/24)
April	22		
May	22	Memorial Day (05/27/24)	
June	10		
Total Work Days	201 days	+ 3 paid Holidays	

TOTAL PAID DAYS **204**

1st day of work – 08/14/23 (Monday)

Last day of work- 06/14/24 (Friday)

The Employer will require medical certification to support a request for a leave because of a serious health condition and may require second or third opinions (at employer's expense) and a fitness for duty report to return to work. The medical certification must include the first anticipated date of absence from service to the employer and the expected date of return. The medical certification to support a leave for family medical reasons must include a statement indicating that the Employee's presence is necessary or would be beneficial for the care of the family member and the period of time care is needed or the Employee's presence would be beneficial.

When leave is required for a serious health condition, Employees will normally be given 15 calendar days to obtain the necessary medical certifications to support the leave. Employees will be required, unless the employer waives the requirement, to recertify the need for the leave at least every 30 days and must report in on a periodic basis no less often than every two weeks with respect to their progress, the progress of their parent, spouse or child, and their anticipated date for return to work.

3. Wages and Benefits

Leave will be unpaid except as covered by earned sick leave, vacation time and/or any short/long term disability insurance.

For the duration of the leave required under this policy, the employer will maintain the employee's health coverage under any group health plan. Any Employee contributions to the health plan must be maintained during the leave to maintain coverage. Employees who fail to return from a leave will be obligated to reimburse the employer for the cost of employer paid health coverage, except when the Employee's failure to return is due to the continuation recurrence or onset of a serious health condition which would entitle the Employee to medical or family leave or other circumstances beyond the Employee's control.

In the event an Employee suffers an illness or injury necessitating extended absence from work, the District may continue to provide medical insurance beyond the exhaustion of sick, and family medical leave. Decision to continue such insurance premium payments shall be based on length of service, absence record and work record. The maximum length of extended payment shall be twelve (12) months beyond the exhaustion of sick leave. A committee of two Employees appointed by the Association and two administrators appointed by the District shall review requests for such extended coverage on a case—by—case basis and make recommendations to the Director of the Department of Human Resources. The decision of the Director of Human Resources shall be final. The criteria used for determining extended coverage shall be consistently applied.

4. Return to Work

Upon return from a leave, Employees will be restored to their original or equivalent position with equivalent pay, benefits and other employment terms. The Employee will not lose any employment benefit that accrued prior to the start of the leave. Employees returning from a child care leave in excess of 12 weeks shall be placed in accordance with Article XVI, Section G (1, 2 and 3).

ARTICLE XV — OTHER ABSENCES

Section A — In the event of an injury or illness, compensable under the Michigan Worker's Compensation Law, the affected and necessarily absent Employee may elect to be paid from his/her unused paid sick leave credits (to the extent that the same will support such payment) an amount sufficient to make up the difference between what he/she received from the Worker's Compensation Commission and his/her regular salary during such necessary absence.

Section B — Absences to attend meetings may be permitted to a limited extent without pay deduction, subject to approval by the Employee's immediate administrator.

Section C — Absences other than for personal illness or for brief periods of time approved by the immediate administrator must be approved by the Superintendent on an S-55A Absence Request Form.

Section D — Leaves of absence without pay may be granted upon written application for the purpose of further educational study.

Section E — Employees required to serve jury duty or subpoenaed to testify shall receive the difference between jury duty pay or witness fee and their regular pay. Such Employees shall experience no deduction in sick leave, vacation, or overtime accumulation. Prior notice is required.

Section F — Military leaves of absence shall be granted for one (1) enlistment period to an Employee who shall be inducted or enlists for military duty to any branch of the Armed Forces of the United States. An Employee on military leave shall be given the benefits of any increment and sick leave allowances which would have normally been credited.

Section G — After two (2) years of employment, a leave of absence for one (1) year may be granted on recommendation of the Superintendent and subject to approval of the Board.

1. Employees on leave who wish to return to work shall request placement in writing. He/she will be interviewed for the first vacant position for which he/she is qualified. If employment is offered, he/she will be permitted to accept or reject the position without losing his/her leave of absence status. During the time the Employee is on leave, he/she will be interviewed for each position for which he/she is qualified. A one (1) year extension of the leave may be requested.
2. The leave of absence shall not entitle the Employee to pay increment or sick leave accrual during the time away from employment. The Employee shall retain his/her pay status and sick leave credit accumulated until the time of expiration of re—employment privilege.
3. A leave of absence may be terminated at any time by mutual agreement between the Employee on leave and the Superintendent. A leave of absence is automatically terminated when the Employee accepts other full—time employment.
4. A leave of absence, not to exceed four (4) months, may be granted to an Employee with the approval of the immediate administrator and the Assistant Superintendent of Human Resources to pursue work—related education. Upon return from such leave, the Employee shall be returned to the same position.

grievance. An earnest effort shall be made by both parties to settle the grievance. The Office of Contract Administration shall answer the grievance within five (5) working days from the hearing.

Section D – Step III: Failing resolution at Step II, the grievance shall be submitted to the Superintendent or his/her designee within ten (10) days following such conference. The Superintendent or his/her designee shall conduct a conference with the grievant and the grievant's representative within ten (10) days following receipt of grievance. The Superintendent or his/her designee shall render a disposition within ten (10) days following such conference.

Section E – Step IV: In the event the grievance is not settled at Step III, either the District or the Association shall have the right to appeal the grievance to the impartial arbitrator appointed under and in accordance with the rules of the American Arbitration Association. If the Association decides to go to arbitration, it shall inform the District of such within fifteen (15) calendar days.

Section F – A grievance may be withdrawn at any level. Any grievance not advanced to the next step within the time limit in that step shall be deemed abandoned. Time limits at any step may be extended by the District and the Association in writing, then the new date shall prevail.

Section G – Power of the Arbitrator

It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

1. He/She shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. He/She shall have no power to rule on any claims or complaints for which there is another remedial procedure or forum established by law or by regulations having the force of law.
3. He/She shall have no power to rule on any decisions made by site-based building level teams regarding the retention or discontinuation of Behavioral Specialist services.

Section H – A grievant shall be entitled to Association representation at each step of the procedure.

Section I – Both parties agree to be bound by the award of the arbitrator and there shall be no appeal from an arbitrator's decision.

Section J – The cost of the arbitrator for any case requiring settlement by arbitration shall be shared equally 50 percent between the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

Plan C

Medical:	ABC Plan 1
	IN Deductible: \$1,400/\$2,800
	IN Coinsurance: 0%
	Rx Coverage: ABC Mail
	Riders Included: HEQ
Negotiated Life	\$50,000 and \$50,000 AD&D
Vision	VSP - III
Delta Dental	
Class I, II, III + max	80/80S/80: \$2,000
Class IV + max	80: \$2,000
Coordinated	50/50/50/50: \$1,500
Riders	Sealants

Part-time bargaining unit members may "buy up" to plan A, B, or C.

For Employees who work the full school year, the above PAK plans are for a full twelve (12) month period for the bargaining unit members and his/her eligible dependents as defined by the insurance provider.

An open enrollment period shall be provided whenever contribution subsidy changes for the groups. In addition, a bargaining unit member may change PAK plans whenever a "change-in-status" 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.

Section C – Any Employee engaged during the working day in negotiating on behalf of the Association with any representatives of the District or participating in any grievance negotiation, including arbitration, shall be released from regular duties without loss of pay.

Section D – An Employee required to use his/her automobile for official District business shall be reimbursed at the rate established by the Board and consistent with other Employee groups. Such use shall be approved in advance by the immediate administrator.

Section E – Payroll deductions shall be provided to Employees for U.S. Savings Bonds, the credit union, and any annuity programs offered by the District.

Section F – The District shall reimburse a KEA member for the loss, damage, or destruction of personal property which was utilized in the performance of the member's duties and which was damaged as the result of acts of nature, such as wind, fire, and water. In addition, the District shall reimburse a member for loss, damage or destruction of personal property which was utilized in the performance of the member's duties and which was damaged as the result of the acts of students, school district Employees or other individuals who are responsible for such loss. There shall be no reimbursement for loss of money or damage to the member's vehicle. Items such as clothing will be subject to normal depreciation when calculating the employee's loss. The District will reimburse the member up to an amount equal to the deductible on the member's insurance which covers the loss, but in no case shall such reimbursement exceed \$500.00. There shall be no

APPENDIX A

KALAMAZOO BEHAVIORAL SPECIALISTS ASSOCIATION
REQUEST FOR RELEASED TIME FOR ASSOCIATION BUSINESS

NAME: _____ *DATE OF*
REQUEST: _____
(Please Print Legibly)

SCHOOL: _____

Date(s) of Absence: _____ *Full Day:* _____ *Half Day:* _____

Substitute Needed: YES: _____ *NO:* _____

Behavior Specialist's Signature: _____

KEA President: _____
(Please Print Legibly)

Approved: _____ *Date:* _____
KEA President's Signature

E. Disposition by Principal:

Signature of Principal: _____

Date: _____

F. Position of Grievant(s):

G. Position of Association:

STEP II

A. Date received by Deputy Superintendent: _____

B. Disposition of Deputy Superintendent or Designee: _____

Signature of Administrator: _____

Date: _____

C. Position of Grievant(s): _____

Signature of Grievant(s): _____

Date: _____

D. Position of Association: _____

Signature: _____

Date: _____