

**AGREEMENT**

**between**

**THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO**

**and**

**THE KALAMAZOO EDUCATION ASSOCIATION**

**2008 — 2009**

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**THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO**  
**and**  
**THE KALAMAZOO COUNTY EDUCATION ASSOCIATION**  
**(KEA)**  
**2008-2009**

**PREAMBLE**

THE AGREEMENT entered into as of this 16th day of August, 2008, by and between the School District of the City of Kalamazoo, hereinafter called the SCHOOL DISTRICT, and the Kalamazoo County Education Association, an incorporated Association, 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.

**WITNESSETH:**

WHEREAS, the School District and the Association recognize and declare that providing a quality education for the children of the Kalamazoo Public Schools is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service; and,

WHEREAS, teachers and administrators are qualified to jointly assist in formulating policies and programs designed to improve educational standards; and

WHEREAS, the School District has a statutory obligation pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment; and,

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, it is hereby agreed as follows:

**ARTICLE 1 - RECOGNITION**

**Section A: Unit Description**

The District hereby recognizes the KCEA 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: classroom teachers, guidance counselors, lead librarians, media specialist, placement specialist, school social workers, school psychologists, teacher consultants, speech and hearing specialist, summer school teachers, driver education teachers, teachers of homebound and/or hospitalized, department chairpersons, co-op heads, occupational therapists, physical therapists, all leaders in the Student Services Department, academic and instructional specialists, language specialists, teachers in the pre-kindergarten effective education program, special education pre-primary teachers, ECDD(Early Childhood Developmental Delay) teachers, substitute teachers under regular teacher contract (contractual substitutes), school nurses, student support specialists, 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.

The term teacher when used hereinafter in this Agreement shall refer to all certified professional employees represented by the Association in the bargaining unit as defined, except in those sections of the contract where the specific title of employee is applied to substitute for the term teacher; such as school nurse, etc.

The District agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

### **Section B: Full Commitments**

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 written and signed amendments to this Agreement.

### **Section C: Dominance Over Individual Contracts**

Any individual contract between the District and an individual teacher 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: Relation to Rules**

This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms. If the District adopts any policy that would be in conflict with this Agreement, the provisions of this Agreement shall prevail, unless and until the District and Association modify the Agreement through mutual consent.

### **Section E: Relations to Law**

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. In the event any provision is found contrary to law, such provision shall be subject to renegotiations between the parties.

### **Section F: Distribution of Agreement**

Copies of this Agreement shall be printed at the joint expense of the District and the Association within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or when an individual contract is offered. Two hundred (200) copies of the Master Agreement shall be furnished to the Association for its use.

## **ARTICLE 2 - ASSOCIATION AND TEACHER RIGHTS**

### **Section A**

Pursuant to the Michigan Public Employment Relations Act, the District hereby agrees that every teacher shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Michigan, the District undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful, approved activities of the Association or collective professional negotiations with the District, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School laws or other applicable laws and regulations.

### **Section B: Privacy Rights**

The private or personal life of any teacher is not within the appropriate concern or attention of the District provided such activity does not negatively affect the teacher's performance.

### **Section C: Notification of Authority**

Duly authorized representatives of the Association, whose names shall be submitted to the Superintendent shall be permitted to transact official Association business on School District property, related to wages, hours and working conditions at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. The Association representative(s) will inform the principal or his/her representative of his/her presence in the building and make arrangements with the principal or his/her representative to conduct said business.

### **Section D: Prior Consultation/Access to Information**

The District agrees to furnish to the Association, 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 teachers and such other information as will assist the Association in developing programs. The Association shall also be entitled to information which may be necessary to process a grievance or to require the District, without compensation by the Association, to compile information and statistics not readily available, nor will such requests by the Association have greater priority than District requests.

Prior to any meeting of the Board of Education, the District shall simultaneously provide the Association the same documents which are provided to principals and/or available to the media in addition to any proposed policies or procedures. On the day it becomes available, an agenda of each Board meeting will be sent electronically to all teachers prior to such meeting, and at least one hardcopy will be posted in each school site. Subsequent revisions will be similarly reposted and redistributed when possible.

The District agrees it will not officially establish or implement any condition of employment affecting the terms of this Agreement without prior consultation with the Association. Nothing in this Agreement will be construed to limit the Board or its representatives from establishing and implementing such reasonable rules and regulations not in conflict with this Agreement as may be deemed best for the purpose of maintaining order, safety and efficient operation. Any complaint relative to the reasonableness of any rule or regulation established and implemented may be processed through the grievance procedure contained in this Agreement.

#### **Section E: Consultation with Association**

The School District or its designated agent will confer with the standing committees of the Association on fiscal, budgetary or tax programs, construction programs, or revisions of educational policy which are proposed or under consideration and such standing committee shall be given an opportunity to advise the School District or its designated agent with respect to said matters prior to their adoption and/or general publication.

When it is necessary to confer with the Association during a "break period", the Association shall meet with representatives of the District within ten (10) calendar days upon receipt of a written request for such a meeting. The matter concerning which the District wishes to confer with the Association shall be fully identified in the written request for the meeting, including any relevant documents.

#### **Section F: Layoff Consultation**

The District agrees to consult with the Association on new or innovative educational programs in cases where such programs would require the reduction, reassignment, replacement or use of teachers who are under contract at the time such program is to be implemented.

#### **Section G: Non-Discrimination**

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, sexual orientation, or handicap. Membership in the Association shall not be denied to any teacher because of race, creed, religion, color, national origin, age, sex, marital status, sexual orientation, or handicap.

#### **Section H: Joint Committee Pay**

All committees of joint Association and District membership established under this Agreement are hereby authorized to meet without penalty or loss of pay, when called with approval of the Administration.

#### **Section I: Association Meetings**

The third Monday of each calendar month shall be reserved for after-school building meetings called by Association representatives. If this time is not used by KEA, a meeting may be scheduled by the building principal. In addition, building representatives shall be permitted to call building meetings in the normal teacher meeting room or other convenience 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 J: Association Communications**

The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards, at least one (1) of which shall be provided in each school building. The Association may use teacher mailboxes for Association communications to teachers. Use of the District's intranet global e-mail system shall be limited to specific announcements, as approved in advance by the Superintendent or his/her designee.

## **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.

## **Section L: Second Tuesdays**

The School District shall not schedule nor conduct after school or evening meetings on the second Tuesday of any school calendar month, and teachers with official Association business may, when necessary, leave school buildings at the conclusion of their classroom responsibilities.

## **Section M: Teacher Records**

All records pertaining to a teacher shall be kept in the teacher's file in the Human Resources Office or in the office of the immediate supervisor. Each teacher shall have the opportunity to review and initial all performance-related materials before placement in said files. The files maintained in Human Resources shall contain a record indicating who has reviewed the file, the date reviewed, and the reason for such review. Any material not in these files shall not be used in any way against the teacher. After making an appointment for that purpose, teachers shall have the right, in the presence of a member of the Human Resources Department or the immediate supervisor, to review the contents of their own personnel file with the exception of college placement papers and employment recommendations. A representative of the Association may, at a teacher's request, accompany the teacher during this review.

## **Section N: Teacher Residual Rights**

All teachers covered under this Agreement who participate, independent of the District, in the production of tapes, publications or other produced educational material shall retain residual rights should they be copyrighted or sold.

## **Section O: Annexation and Consolidation**

In the event that the District shall be annexed, consolidated, or otherwise reorganized with one or more districts in whole or in part, the District agrees to negotiate with the Association on all matters related to the terms of employment and working conditions.

## **ARTICLE 3 - BOARD OF EDUCATION RIGHTS**

The Association recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement and to the extent authorized by law, all rights to manage and direct the operations and activities of the School District and supervise the teachers are vested solely and exclusively in the Board.

## **ARTICLE 4 – SUBCONTRACTING AND USE OF VOLUNTEERS**

### **Section A**

The District hereby recognizes that tasks and duties which are professional in nature and which fall within the scope of the work performed by bargaining unit members as identified in the recognition clause of this Collective Bargaining Agreement, constitutes bargaining unit work; and the District agrees that such tasks and duties which are professional in nature shall be performed by KEA bargaining unit members and shall not be subcontracted in any manner.

### **Section B: Non-Professional Tasks**

The District may utilize persons other than KEA bargaining unit members to perform non-professional tasks even though such non-professional duties may have at one time been performed by bargaining unit members. The District may use volunteers or may subcontract such non-professional work without prior agreement of the Association.

### **Section C: Examples of Non-Professional Work**

While the parties are in agreement that the terms “professional” and “non-professional” as they are applied to the historic duties of KEA bargaining unit members are difficult to define, the parties are in agreement that examples of such non-professional work includes the supervision of parking lots, the monitoring of hallways and locker rooms, the supervision of lunchrooms, the checking out of materials in libraries, and doing paperwork relative to the District’s attendance policies. These examples are not meant to be inclusive or exclusive but do represent the understanding of the parties regarding the concept of non-professional tasks and duties.

### **Section D: School Nurses**

It has been specifically agreed by the parties that with the exception of the one (1) school nurse position and the one (1) nursing position at CEYF/New City High (or its successor) that nursing services may be supplied in the School District as determined by the District.

## **ARTICLE 5 - ASSOCIATION DUES OR FEES**

### **Section A**

Any teacher who is a member of the Association or who applies for membership therein, may sign and deliver to the District an assignment authorizing deduction of membership dues in the Association, including NEA and MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the District shall deduct one-twentieth (1/20th) of such dues from the biweekly paychecks of the teacher for twenty (20) pay periods beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be made on the basis of one-twentieth (1/20th) of such dues for each succeeding two (2) weeks during the school year ending in the month of June.



## **Section B: Non-Member Fees**

Any teacher who is not a member of the Association in good standing (including bargaining unit members on leave status) or who does not make application for membership within thirty (30) calendar days beginning with the date of the commencement of teaching duties or any teacher hired thereafter within thirty (30) calendar days after the date of employment, as a condition of employment, shall pay as a fee to the Association an amount equal to membership dues payable to the Association, the NEA and the MEA, provided; however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Section A. Teachers who fail to comply with the above requirement shall be dismissed from their employment by the District according to the following procedures:

1. The Association shall notify the teacher of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the District in the event compliance is not effected.
2. If the teacher fails to comply, the Association may, in writing, with a copy sent to the teacher, demand that the District terminate the teacher's employment.
3. The District or its authorized agents, upon receipt of such demand for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said act. In the event of compliance at any time prior to discharge, charges shall be withdrawn.

Pursuant to Chicago Teachers Union V Hudson, 106 S CT 1066 (1986), the Union has established a "policy regarding objections to political-ideological expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning application and interpretation of this article shall be subject to the grievance procedure set forth in this agreement, or any other administrative or judicial procedure.

## **Section C: Check-Off Remittance**

With respect to all sums deducted by the District pursuant to authorization of the teacher, whether for membership dues or equivalent fee, the District agrees promptly to remit the same to the Association accompanied by the alphabetical list of teachers for whom such deductions have been made.

## **Section D: Authorization Forms**

The United Profession Membership Form containing payroll deduction authorization, when properly signed and submitted to the Payroll Department shall be accepted as authorization for payroll deduction of United Profession dues.

## **Section E: Save Harmless**

The Association agrees to indemnify and save the District harmless from and against any and all claims, suits, and/or any other form or liability that may arise out of or by reason of any action taken by the District in reliance upon or in compliance with the terms and provisions of this Article.

## **ARTICLE 6 - TEACHING HOURS**

### **Section A**

The regular school day covered by this Agreement shall start ten (10) minutes before student instruction begins for secondary teachers and thirteen (13) minutes before student instruction begins for elementary teachers. The day shall end ten (10) minutes after student dismissal for secondary teachers and five (5) minutes after student dismissal for elementary teachers. Specific time schedules are included on page 96. Upon a teacher's request, exceptions may be authorized by the principal.

Teachers are expected to remain after the close of the pupil's school day to accommodate parent-principal, student-principal consultations when requested. The principal shall make a reasonable effort to assure that the teacher has sufficient time to prepare for such conferences. On Fridays and on days preceding holidays or vacations, the teacher's day shall end upon fulfillment of his/her responsibilities.

### **Section B: Required Meetings**

Nothing herein contained shall be construed to relieve unit members from their obligation to attend and participate in parent-teacher conferences and building, departmental and other meetings called by the Administration. Teachers shall be required to attend not more than one (1) open house each semester. Such open houses may be scheduled only on Monday through Thursday during the school week.

No teacher shall be required to attend after-school meetings scheduled by the District for more than two and one-half (2 1/2) hours of meeting time per week. No staff meeting will extend beyond 5:00 p.m. For the purpose of this limitation, the following shall be excluded:

Joint Association-District committees, system-wide curriculum meetings involving entire staffs (i.e., all elementary, all middle school, or all senior high teachers), parent-teacher conferences, general staff meetings called by the Superintendent, KEA meetings called by the Association or any meetings required by State and/or Federal regulations involving special education students (i.e., IEPT). Teachers shall attend after school functions which they sponsor.

All required District Professional Development meetings shall commence no later than thirty (30) minutes after the earliest dismissal of all affected groups. All on-site meetings will commence no later than ten (10) minutes after student dismissal.

One building staff meeting per month will take place on either the second or fourth Monday and shall be limited to one (1) hour in duration. Professional development meetings will take place on those Mondays and Wednesdays designated in the Calendar Agreement. The Monday PD meetings will be no longer than two (2) hours in duration, and the Wednesday PD meetings will be no longer than one-and-a-half (1.5) hours in duration.

Regular building professional development sessions will be scheduled each semester. Such meetings will be held on the first Monday of any given month and shall be limited to two (2) hours in duration. There will be no building staff meetings or Wednesday after-school meetings during weeks in which Monday professional development sessions are held after school. An agenda for each professional development session will be developed and distributed to staff at least three (3) days prior to the scheduled session.

It is the District's responsibility to ensure that no staff member is requested to attend more than one (1) K-12 department meeting per semester.

There shall be no meetings during records or release time, and no required meetings after school on records or release time days, except as noted in the calendar. There will be no meetings on the second Tuesday of the month called by management or Reading First facilitators.

Regular building, departmental and curriculum meetings will be scheduled at the start of each semester. The schedules will be distributed to teachers for the first semester by the second Monday of the first semester online and in written form to be posted in each work site. Schedules for the second semester will be distributed to teachers by the Friday immediately preceding Winter Recess online and in written form to be posted in each work site. The administrator who is going to cancel such a regularly-scheduled meeting shall give the staff at least seven (7) days notice of such cancellation, if such notice is possible.

A special document notifying the staff of other required meetings shall be produced by the Department of Human Resources. The document notifying staff of such other required meetings shall be in each building for distribution to the staff on the Tuesday morning preceding the week in question.

The weekly meetings calendar published by Human Resources will be henceforth e-mailed to all teachers. This listing of meetings will be conveyed to teachers no later than noon on Tuesday for the following week. A copy of the week's calendar will be faxed to each site for posting by noon by the site administrator or his/her designee in the designated area.

Work sites without individual teacher e-mail access shall continue to be sent paper copies. This will include Lakeside, Kennedy, Sidelines, Administration Building, itinerant staff, and any other such affected work sites or teachers.

It will be the teachers' responsibility to review meetings they are to attend. If they do not use or have access to e-mail, it will be their responsibility to review the posted copy. If the notification has not been posted, the teachers will not be held responsible for the meeting and/or the information from the meeting.

Cancellations will continue to be conveyed from Human Resources by e-mail as they occur. Any such cancellations will be faxed to each site for posting by the site administrator or his/her designee in the same designated area.

The schedule for required meetings can be changed by the District in the case of an emergency, such as a snow day or building disruption.

### **Section C: Duty-Free Lunch Periods**

Duty-free lunch periods for all full-time teachers in the middle school and senior high schools will be provided. Such period shall equal one (1) module, or one-half (1/2) class period at the middle school level, and no less than twenty-five (25) minutes at the senior high. Full-time elementary teachers will receive thirty (30) minutes duty-free lunch periods except in special education programs or in regular elementary schools where adjustments may be made with the understanding that equivalent compensatory time will be provided for teachers in such programs and/or in those schools in which shortened lunch periods are scheduled and in which the school day is shortened by an equivalent length of time. Teachers will not be required to remain in the building during this time provided they notify the building office.

## **Section D: Weekly Work Load**

The normal weekly teaching load in the middle school and senior high schools for all full-time teachers will be twenty-five (25) teaching periods and five (5) assigned preparation periods. Assigned supervisory periods shall be considered teaching periods.

## **Section E: Planning Time**

The District will provide planning time to every elementary teacher. Such time will be scheduled during the art, music, physical education, library skills, computer skills, and/or foreign language classes. These special classes will be a minimum of five (5) sections per week, of at least thirty (30) consecutive minutes in length. Full-time special area teachers will also have equivalent planning periods. Such time is to be in addition to any time prior to the beginning of instructional day or after the end of the instructional day.

It is recognized, however, that the constraints of financial resources and/or extenuating circumstances, may prevent implementation of this planning time every day for every teacher.

In any event, however, every full-time elementary teacher shall have a minimum of 170 minutes planning time each week, averaged over a two (2) week period. Part-time teachers in the elementary school will receive a pro-rata amount of planning time.

To ensure the most effective implementation of this article, the Contract Review Committee will review and monitor each building's teaching schedule for the purpose of working toward the goal of providing thirty (30) minutes planning time per day.

Full-time special education teachers will receive an equivalent of planning time, but it may be prior to student arrival in the morning, and/or following student dismissal time in the afternoon if the students' day is different from the regular elementary day.

## **Section F: Additional Elementary Planning Time**

In addition to the planning time provided in Section E, each elementary classroom teacher shall be provided daily twenty (20) consecutive minutes of planning time, contiguous to the teacher's lunch period or contiguous to the teacher's regular 30-minute planning period. Students during such periods shall be supervised by non-bargaining unit members.

Special teachers such as art, music, physical education, computers, foreign language, instructional specialists, itinerant special education, librarians and student services shall also receive an additional amount of planning/preparation time equal to 200 minutes over each full two (2) week period. No one block of planning/preparation shall be less than twenty (20) minutes in length. Such planning/preparation time may be scheduled following the first bell at the start of the school day; contiguous to lunch or existing planning time; at the end of the school day prior to students' dismissal; or at other times during the school day following consultation between the building principal or coordinator and the affected teacher.

The parties agree that a committee shall be established to monitor this planning time provision. The committee shall be composed of eight (8) members, four (4) to be appointed by the Association and four (4) to be appointed by the School District. The District agrees to provide all data in a timely fashion needed for the committee to effectively monitor this provision and prepare the report. This committee shall convene during the 2005-06 school year to devise a recommendation regarding increasing elementary planning time. Said

recommendation will be forwarded to the parties' respective bargaining teams to be acted upon in a successor agreement.

### **Section G: Planning Time Exclusions**

When assembly programs, fire drills, mandated state-wide testing and emergencies conflict with a teacher's planning time, this provision shall not apply.

### **Section H: Inclement Weather and Make-Up Days**

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

When due to the above conditions schools are closed by the Superintendent, teachers need not report for work and they need not contact the person to whom they are responsible. When regular school buses do not run, the Superintendent should consider this a factor in determining whether or not school should be closed.

The parties agree that the decision to hold school during Mid-Winter Break for stated make-up days shall be made and communicated to staff no later than the close of school the Tuesday prior to the Mid-Winter Break. A similar pattern shall be followed to establish the calendar and snow days' notification date for each year of this contract.

### **Section I: Student Testing**

A schedule for all standardized testing will be distributed to staff during the month of October. Proficiency testing for high school students shall occur at the same time and on the same schedule for all high schools.

## **ARTICLE 7 - STAFFING/CLASS SIZE**

### **Section A**

The parties recognize that the pupil-teacher ratio is an important aspect of an effective educational program. Therefore, the District shall maintain pupil-teacher ratio in accordance with the following provisions.

### **Section B: Staffing Levels – Elementary**

1. In estimating building enrollments, the District will use its best projections, taking into account traditional enrollment increases that occur during the year at particular buildings.
2. In the spring when building administrators receive staffing projections for the next school year, a copy of each building's staffing projections shall be sent to the Association.
3. In the spring prior to making assignments for the following year, principals shall consult with the building staff regarding class composition, student distribution and teacher assignment, and shall make every reasonable effort to balance class sizes equally to all grade levels.
4. For two weeks prior to the start of school, prior to a final staffing of elementary buildings, the District will conduct a media campaign to encourage early enrollment of students.

5. Beginning in the 2007-08 school year, Kindergarten classes shall not exceed twenty-six (26) students.
6. Beginning in the 2007-08 school year, class size in a building by grade level shall not vary by more than three (3) pupils, and no classroom shall contain more than twenty-nine (29) students. Split classrooms shall not vary by more than six (6) pupils at each of the affected grade levels. This variance limitation shall exclude bilingual classes. At the request of the affected teachers and principals, the Contract Review Committee (composed of District and Association representatives) may agree to waive the provisions of this paragraph for a period not to exceed one (1) year. When it is documented that the variance is due to attrition, the waiver will be granted for a period not to exceed one (1) year.

No waiver shall be granted for class size to exceed twenty-nine (29) students in a classroom.

7. All initial variances from the above criteria shall be corrected no later than the Friday after the week which contains 4<sup>th</sup> Wednesday. Variances occurring after this date will be corrected within one (1) week of identification.

The District may make one of the following adjustments:

- a. Direct additional students to another "open" building.
- b. Hire another teacher.
- c. Obtain a waiver or another accommodation from the Association, but not to exceed the aforementioned class size maximums.

No adjustments will be made after the beginning of the fourth quarter. The Association and the District will consult regarding the above criteria.

### Section C: Special Education Counting

An identified special education student, excluding speech, who is mainstreamed into an elementary regular education class for any portion of the day will be counted as a full-time student enrolled in that class.

### Section D: Staffing Levels – Secondary

Recommended secondary class sizes shall be:

<u>Subject</u>	<u>Class Size</u>
All subjects not listed below	28
Industrial Arts	25
Vocational Shops	25
Art	25
Home Economics	25
Typing/Computer	25
Drafting	30
Pool	30
Physical Education	46
Study Hall	125
Counseling Groups	300
Instrumental Keyboarding	16
Orchestra (Middle School)	25
Orchestra (High School)	50
Choir	60
Marching Band	100

## **Section E: Maximum Sizes**

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 2007-2008 school year. 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 \$500 for each class to which they are assigned that contains thirty-six (36) or thirty-seven (37) students. A determination of class counts shall be made on the 4<sup>th</sup> Wednesday of each semester. (If a class moves to either 36 or 37 students after the 4<sup>th</sup> Wednesday, the teacher will be eligible for the additional payment.). The maximum for physical education will be two hundred thirty (230) per school day.

## **Section F**

The 2007-2008 Collective Bargaining Agreement indicates that both Sections D and E of this Article apply to "secondary" schools. In fact, Letter of Agreement #1 sets forth provisions that deal with certain class sizes at the District's Middle Schools. It has been agreed that Sections D and E will continue in this Agreement to reference secondary schools in the event Letter of Agreement #1 would be negotiated out of the contract in some future year.

## **Section G: Notification of Limits**

No later than ten (10) working days following the opening of school or five (5) working days following the onset of a violation of Section E thereafter, the District shall notify the Association of said violation and make the necessary adjustments.

## **Section H: Waivers**

With written agreement from the Association, the District, and the affected teacher, class size maximums and the limitations on the number of students assigned to a teacher may be waived in individual cases.

## **Section I: Special Education Consideration**

Special education class sizes shall comply with the Michigan State Board of Education Special Education regulations then in effect. Consideration will be given to the reduction of class sizes in regular education secondary classes where identified special education students are mainstreamed.

# **ARTICLE 8 - WORKING CONDITIONS**

## **Section A: Teaching Materials**

The District recognizes that appropriate teaching materials, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Further, that efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups and women to the history, scientific and social development of the United States. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board agrees to act on the recommendations made by its representatives and the Association. The District agrees to keep the schools reasonably equipped and maintained.

## **Section B: Clerical Materials**

The District agrees to make available for teacher's use in each school typing, duplicating, stencil, and mimeograph facilities to aid in the preparation of instructional material. Teacher-made instructional materials may be taken by the teacher to other buildings within the school system, in the event of the teacher's transfer.

## **Section C: Reimbursement for Teacher's Property**

The District shall reimburse a teacher for the loss, damage, or destruction of personal property which was utilized in the performance of the teacher's instructional 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 teacher for loss, damage or destruction of personal property which was utilized in the performance of the teacher's instructional 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. Items utilized for instruction and personal property, such as glasses and watches, will not be subject to a depreciation factor when calculation is made relative to the value of such items. Items such as clothing and vehicles shall be subject to normal depreciation when calculating an employee's loss. The District will reimburse the teacher up to an amount equal to the deductible on the teacher's insurance which covers the loss; but in no case shall such reimbursement exceed \$500.00. There shall be no reimbursement for any loss or damage in cases where the teacher did not exercise reasonable care to secure and/or protect the personal property.

## **Section D: Teaching Facilities**

The District shall provide:

1. A desk for each teacher in the District, as well as a lockable drawer space.
2. Appropriate space for each teacher to store coats, overshoes, and personal articles.
3. Chalkboard or whiteboard and bulletin board space in every classroom where needed.
4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
5. A dictionary in every classroom where requested.
6. Storage space in each classroom for instructional materials.
7. Attendance, grade, and plan books, approved grade-level paper, pencils, pens, chalk, whiteboard markers, erasers, and other such materials required in daily teaching responsibility.

## **Section E: Employee Facilities**

The District shall make available in each school a lunchroom, restroom, and lavatory facilities for teacher and other adult use. A lounge or study area, appropriately furnished (including a telephone), shall be reserved for use by faculty. Provision for lounge and study areas will be made in all future buildings. Such facilities shall not be available to students.



## **Section F: Testing and Consultation Facilities**

The District shall make available in each school a room, other than a hallway, for personnel for testing, consultation and program implementation.

## **Section G: Telephones**

Telephone facilities shall be made available to teachers for their use. Telephones provided by the District are designed for school use and such calls shall take precedence over personal calls. At no time may telephones be used by teachers making long distance calls without the express permission of the building principal. Use of any phone during instructional time shall be limited to emergencies and appropriate school-related matters.

## **Section H: Parking**

Parking facilities shall be provided for teacher use and reasonably maintained.

## **Section I: Medical Testing**

The District shall provide, at no cost to the teacher, all medical testing and examinations required to maintain employment if the teacher's personal insurance coverage does not cover such costs.

## **Section J: Library Services**

The District recognizes that elementary library service is an integral part of the curriculum and will give due consideration to the restoration of professional elementary library staffing.

## **Section K: Student Immunization**

The District agrees to ensure that all new students enrolled in the Kalamazoo Public Schools shall meet minimum state immunization requirements.

## **Section L: School Access**

The appropriate administrator and teachers will work out an arrangement whereby workspace may be accessed outside of normal work hours.

## **ARTICLE 9 - ACADEMIC FREEDOM**

### **Section A**

The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.

### **Section B: Individual Expression**

Freedom of individual expression for teachers is guaranteed and will be encouraged within the limits of the adopted curriculum, instructional theme or focus, courses of study, and the official policies of the District.

### **Section C: Teaching Diversity**

The parties recognize that teaching is a complex discipline that is enhanced by freedom, creativity, and diversity of character and methodology among its faculty that provides a successful learning environment for all students. Further, in recognition of the fact that quality educators constantly strive to grow professionally, the District agrees to: 1) disseminate information and provide in-service training on methods of instruction; 2) encourage the exploration, staff development, and utilization of a variety of successful teaching methods; 3) encourage and assist teachers to incorporate the best of their preferences or personal styles into their teaching methods, and 4) plan and prescribe teaching methods used to assist teachers placed on a Plan of Assistance.

### **Section D: Student Rights**

Within the purview of Paragraphs A, B and C above, the parties agree that students can expect and will receive: 1) a free and undistorted view of subject matter with varying points of view; 2) equal educational opportunity regardless of race, color, creed, gender, handicap, or national origin; and 3) confidential and professional treatment in regard to disclosure of information regarding a student's school and/or personal performance.

### **Section E: Positive Learning Experience**

The District and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, and economic and social environment. To that end, the District and the Association agree that every effort will be made to maximize a positive learning experience in that classroom.

## **ARTICLE 10 - TEACHING ASSIGNMENTS**

### **Section A: Assignment in Areas of Certification**

Teachers shall not be assigned outside their area of qualifications and certification, except temporarily and for good cause. Said assignment shall be made only when no other practical option is available and with the teacher's approval. For the purpose of this paragraph, "temporarily" shall be defined as not to exceed the duration of the semester except that said time may be extended by mutual agreement between the Administration and the affected teacher. This paragraph shall also apply to summer school teachers.

### **Section B: Schedule Notification**

Teachers shall be notified in writing of their forthcoming schedule, school and grade assignment on or before the last student day of the school year, although it is recognized by the Association that such schedules may be subject to change due to such factors as enrollment. Teachers without an assignment in their building will also be notified of that fact by the April posting, but no later than prior to the May posting.

Because transfer requests continue to be effective after the May posting, it is understood that a teacher who has not rescinded their request(s) may still receive another assignment pursuant to such request(s). Teachers who may later be affected by a change in such schedule, school, subject or grade assignment will be notified and consulted by the School District as soon as practicable, but no later than seven (7) calendar days of such change.

### **Section C: Additional Assignments**

Any assignments in addition to the normal teaching schedule during the regular school year, including: driver education, extra duties enumerated in Appendix B, and summer school courses, shall not be obligatory but shall

be with the consent of the teachers. If, in the judgment of the Administration, certificated teachers then in the employ of the District possess the required qualifications for such assignment, such then employed certified teachers shall be given preference in making such assignments. No teacher in the summer school program shall be required to work a split shift or to teach less than two (2) hours per day. The pay for teachers of programs referred to above shall be outlined in Appendix B.

#### **Section D: Accreditation Facilitators**

Facilitators (one (1) at each high school) of the high school accreditation process shall receive one (1) hour of released time each day. Said released time from teaching shall be spent on accreditation activity.

#### **Section E: Instructional Assistance**

Teachers should request and receive instructional assistance from the appropriate administrator/supervisor when needed in order to improve their teaching performance.

#### **Section F: Daily Preparations**

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

#### **Section G: Minority Personnel**

The District and the Association, in recognition of the desirability of multi-ethnic representation on the teaching faculty, hereby declare a policy of actively seeking minority group personnel.

#### **Section H: State Certification Code**

It is understood and agreed that the District, in employing teachers, will comply with the requirements set forth in the State Certification Code.

#### **Section I: The Webb Act**

Whenever either party becomes aware of a request of revocation of certification (under the Webb Act) that party shall, within five (5) working days, notify the other party of such request.

#### **Section J: Certification Preference**

Prior to completing a schedule and at the teacher's request, a personal consultation will be held with said teacher by the appropriate administrator or department head. Teachers having the best qualifications, as determined by the District, to teach particular subjects within their area of specialization shall be given preference for these courses over other teachers in that discipline.

#### **Section K: Non-Professional Assignment**

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

## **Section L: Supportive Services**

Appropriate supportive pupil personnel services will be made available to teachers when requested.

## **Section M: Special Area Assignments**

The District will attempt to schedule art, music, physical education classes such that no elementary classroom is serviced by more than one (1) special area teacher.

## **ARTICLE 11 - JOB SHARING/PART-TIME**

### **Section A**

In order to provide flexible scheduling, the concept of job sharing can be implemented by the District, as deemed necessary.

### **Section B: Written Notification**

Teachers wishing to participate in job sharing shall make written request to the Human Resources Department by the Master List deadline prior to the year of implementation.

### **Section C: Posting**

In the event that a job sharing vacancy becomes available after the application deadline, the position shall be posted.

### **Section D: Approval**

Approval can be granted with the agreement of the building principal and with agreement of the job sharing team, where applicable.

### **Section E: Work Schedule**

The District retains the right to establish the daily work schedule.

### **Section F: Layoffs**

In the event that layoffs become necessary, personnel assigned to job sharing will be subject to layoff in accordance with the same rules as applied to those in full-time assignments.

### **Section G: Recall**

In the event that a job sharing assignment becomes vacant and a recall is required, the position will be posted and the most-senior applicant will be recalled.

## **Section H: Annual Increases**

Teachers assigned to job sharing shall increase one (1) increment annually.

## **Section I: Compensation**

Reimbursement shall consist of the prorated payment of salary, retirement and medical insurance premiums. Full payment for dental and vision insurance shall be made by the District. Proration of salary and benefits shall be at the same fraction as time worked in classroom instruction.

## **Section J: Job Responsibilities**

Such job sharing and part-time teachers shall be responsible for all the regular duties performed by professional staff at no extra pay (excluding the existing procedure for kindergarten assignments), including:

- A. Preparing daily lesson plans.
- B. Preparing report cards.
- C. Responsibility for information given at staff and curriculum meetings held after the instructional day. (It will be required for meetings that at least one team member be present who will share the meeting contents with their partner. If there is no job share partner or part-time teacher who works on the day or time of the meeting, the teacher is responsible for obtaining the meeting content in a consistent and obvious manner. On occasion, actual attendance at staff meetings may be required. Such occurrences shall not average more than twice per semester.)

NOTE: Required attendance at a curriculum meeting held during the instructional day will be paid on a pro-rata basis if the part-time/job share teacher is not regularly scheduled to work.

- D. Attendance at parent conferences equal to percent of contract time.

## **Section K: Length of Appointment**

Appointment to job sharing will be for one (1) year. The District reserves the right to cancel a job sharing position at the close of the contract. The employee may have the right to return to full-time employment the following year with prior notice to Human Resources by the Master List deadline, provided the employee has previously received tenure as a full-time teacher. A request for full-time status made after the Master List deadline may be honored prior to the start of school, but only as qualified positions become available.

## **Section L: Substitution**

In the event a job sharer substitutes for a partner, the teacher shall receive pro-rata salary.

## **ARTICLE 12 - TRANSFERS AND VACANCIES**

### **Section A: Involuntary Transfers**

The parties agree that un-requested transfers of teachers shall be minimized and avoided whenever possible. Involuntary transfers will be made only after the District has conferred with the Association and with the affected teacher, and only for reasonable and just cause. An analysis of educational needs and teacher certification will be the primary criteria for making involuntary transfers. All factors related to these criteria

being equal, seniority will be the factor for considering involuntary transfers. The parties also agree that there may, from time to time, be an instance when in the best interests of education or of an individual teacher that involuntary transfers are made. In such instance, the District shall, after consulting with the Association, determine appropriate action. The teacher shall be entitled to consult with the Association and the principal prior to final action being taken on such transfer. Official notification of transfer shall be from the Human Resources Office. Such notification shall occur at least ten (10) days prior to the transfer taking place and will include written reasons for the transfer.

### **Section B: Transfer Requests**

Teachers who desire a change in grade and/or subject assignment or who desire a transfer to another building shall file a written statement of such desire with the principal, Human Resources, and the Association on forms provided by the District. Receipt of application shall be acknowledged by the District within five (5) working days.

1. Transfer requests shall contain no more than five (5) choices. Of those choices, one may be a "wild-card" choice and/or exception, such as: 1) a specific grade level at "any school"; 2) "any school except magnets"; or 3) specific content area(s) at "any school". If a member is requesting a transfer as a result of having been displaced, the member may have up to two "wild-card" choices.
2. The requests may be prioritized at the option of the employee.
3. The Master List will be used in conjunction with teachers' responses to the April posting to determine assignments. This process will be repeated for the May posting.
4. Any transfer requests may be withdrawn in writing at any time prior to the morning of the first day of the staffing process.
5. If a member is granted a second or third choice and his/her first choice or a new position subsequently becomes available, the member must be considered for that position. Although a member has been granted their first choice, the member retains the right to apply for a posted position.

### **Section C: Request Deadline**

Except for transfer requests in response to a specific posting, teachers must file transfer requests with Human Resources prior to the last day in March. (Master List) Teachers who have requested transfer or reassignment shall be notified by the Administration when action on said transfer or reassignment has been taken. The Master List requests for any school year shall remain active until the State-designated Fall Student Count Day of the subsequent school year. Any transfer request granted from the Master List by the District after the start of the school year may be refused by the requesting teacher. The District may fill such vacancies as provided in Article 12, Section D. Transfer requests received at the start of the school year shall not become active for placement until after the State-designated Fall Student Count Day. If vacancies occur which allow for involuntary transfers to be reversed, the District will do so. (If more individuals volunteer to move as a result of a reduction in a building or department, only the more senior individual(s) needed to accomplish such reduction will be allowed to submit transfer requests.)

There will be at least two (2) joint in-service meetings by KEA and KPS Human Resources held prior to March 1<sup>st</sup> regarding "How to file a valid transfer form."

Any teacher who is advised that he/she is being displaced following the Master List deadline may submit a new Master List request within seven (7) calendar days of such notification.

## **Section D: Vacancy Announcements**

### **April Posting**

On or before the third Friday in April of each school year, the District shall announce, online and in special bulletins distributed to, and posted in, each work site an April posting which shall announce all vacancies resulting from known resignations, retirements, terminations, out of unit transfers and newly created positions. Such bulletins shall also be mailed to the KCEA office and to all members on leave of absence at the time of the posting. Teachers shall have the opportunity to submit transfer requests for the positions on said posting. Such requests must be submitted to Human Resources within seven (7) work days of the transmission of the posting. Receipt of application for transfer shall be acknowledged by the District within five (5) work days. On or before the last day in April, all transfer applications shall be acted upon and affected members notified in writing.

### **May Posting**

On or before the second Friday in May – but no earlier than the completion of the April transfer phase – the District shall announce online and in special bulletins distributed to, and posted in, each work site a May posting of vacancies resulting from resignations, retirements, terminations, out of unit transfers and the creation of new positions. Such bulletins shall also be mailed to the KCEA office and to all members on leave of absence at the time of the posting. Teachers shall have seven (7) work days from the transmission date of the posting to submit transfer requests for positions announced in said posting. Receipt of application for transfer shall be acknowledged by the District within five (5) work days. On or before the last student day of the school year, all transfer applications shall be acted upon and affected members notified in writing.

For the April and May postings, the District will make assignment decisions based upon transfer requests as submitted for the Master List and those transfer requests resulting from the individual posting (i.e., a transfer request submitted to the posting in April will not be retained following the filling of those positions, and if a similar position is posted in the May posting, it would be necessary for a teacher to submit a new transfer request for that posting. Those transfer requests will also not be retained following the filling of the positions posted at that time.)

Vacancies created by transfer, which are being filled by currently contracted teachers, shall not be posted. Vacancies for which no transfer request is honored may be filled with new hires.

Vacancies which occur in the School District after the May posting as a result of resignations, retirements, terminations, out of unit transfers and the creation of new positions will be filled by the School District utilizing the Master List until August 1<sup>st</sup>. Such assignment need not be reposted the following Spring. After August 1<sup>st</sup>, the District could utilize the Master List, fill with a new hire, fill with a displaced staff member, or take other action to fill as permitted by this Agreement. If the District fills such vacancy without utilizing the Master List, it shall identify from the Master List the most senior qualified member requesting that position who shall be awarded the position the following school year. If the most senior staff member declines such position in writing within five (5) school days, the next most senior member requesting said position on the Master List will be awarded the position for the following school year. This methodology shall continue until all such Master List requests have been exhausted. In the event there are no qualified members requesting said position on the Master List or in the event all qualified members decline said award, there will be no further action required by the District. Only those positions which never existed previously, i.e., newly created positions, will be required to be posted the following spring. For the purpose of the transfer/vacancy language, “newly created position” shall be defined as a position which did not exist in the prior school year. Assignments made to vacancies resulting from the granting of a transfer request from the Master List need not be posted the following spring.

Tenured teachers on an IDP (Plan of Assistance) do not have transfer rights to move from their buildings during the period of time that they are on an IDP (Plan of Assistance) except by mutual agreement of the Association and the District. It is agreed that the District would remain cautious in allowing transfer rights to probationary teachers.

During each step of the process as outlined in this Section, no assignment of a new teacher to a specific position in the school system shall be made until all pending transfer requests from displaced teachers have been acted upon.

The applicant can secure the application form from the Human Resources Department and the School Building Offices. If an application is on file, it may be updated each year by the deadlines in Section C and D.

The District and the KEA mutually agree that all procedures regarding transfer requests will be posted online and available in each school office.

### **Section E: In-Building Transfers**

Transfers within a building shall be made through the building principal.

### **Section F: New Teacher Assignment**

No assignment of new teachers to a specific position in the school system shall be made until all pending requests for reassignment or transfer to that position have been acted on.

### **Section G: Non-Unit Vacancies**

All openings for administrative or supervisory positions shall be announced online and in special bulletins distributed to, and posted in, each work site. Such bulletins shall also be mailed to the KCEA office and to all members on leave of absence at the time of the posting. Notices will include minimum qualifications, date of vacancy, required certification, application information and deadline for filing the application.

### **Section H: Qualifications**

Applicants must meet all local and state qualifications for such position as defined in the announcement. Any qualified teacher may apply for the positions described in Paragraph G and all applicants will be given due consideration.

### **Section I: Extra-Compensation Positions**

All openings for extra-compensation positions covered by this Agreement shall be announced online and in special bulletins distributed to, and posted in, each work site. Such bulletins shall also be mailed to the KCEA office and to all members on leave of absence at the time of the posting. The notice shall show the job title, the compensation involved, procedure and deadline for filing application and any other relevant information. Applications for said positions may be filed by the teacher for said extra-compensation positions. All applicants shall be considered with respect to their training and experience.



## **Section J: Reassignment Guidelines**

The voluntary reassignment and/or transfer of a teacher will be made on the following basis: qualifications and certification, mutual agreement of teacher and Human Resources, educational need and seniority.

A probationary teacher must complete two (2) years at his/her work site before being allowed a voluntary transfer. A probationary teacher will only be allowed one (1) voluntary transfer during his/her probationary employment.

## **Section K: Part-Time Employee**

The voluntary reassignment and/or transfer of a part-time bargaining unit member with full-time tenure will be made in accordance with Section J.

## **Section L: Department Heads**

In those curricular areas in which the District determines there shall be a department head, such department head shall be selected jointly by the principal and the department staff before the end of school in June for the ensuing school year, and such department head shall be compensated in accordance with the extra-duty schedule applicable thereto. In the event that the principal and the department staff cannot reach agreement as to who should be selected as department head, the issue as to who will be appointed as the department head shall be referred to a committee of four (4) people. That committee shall be composed of the Assistant Superintendent of Instruction, the Superintendent of Schools, 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 department. The decision of the committee shall be binding.

## **Section M: Specialized Layoffs**

In the event it becomes necessary to reduce the number of special education teachers; counselors; librarians; teachers of art, music, and physical education; and other such identifiable specialized categories, such reductions will be made on a District-wide basis by seniority.

## **Section N: Surplus Staff**

When a cut is to be made in a building, volunteers will be solicited. If there are no volunteers, the least senior person (District-wide seniority) shall be termed surplus staff if the remaining staff members are qualified for the remaining positions. The surplus staff is allowed to file a transfer request. The transfer rights of surplus staff to open positions is based on their District-wide seniority. It might be necessary to deny the transfer of a more senior staff member if transfer would result in a layoff. If more than one senior staff member has applied for a vacancy filled by the surplus staff transfer, the least senior request shall be the one denied.

## **Section O: Mass Reductions**

In the event of building closings or movement of grades in elementary schools, all classroom teachers affected, including those returning from leaves of absence and currently laid off, will be placed through a bidding procedure with seniority being the major factor. Placement will be made following consultation between the teacher and the Director of Human Resources. Following posting of all available vacancies, the teacher will select three (3) preferred assignments. The posted vacancies will be revised as positions are filled. Any

voluntary transfers for teachers not in the pool will be considered after the above procedure is completed or if the voluntary transfer request would create a position for a teacher in the pool.

### **Section P: Use of Substitutes**

Except as hereinafter provided, substitutes shall not be used to fill newly created positions and vacancies resulting from retirement, resignation, termination or unpaid leaves of absence during the school year in the Kalamazoo Public Schools for which the member has no return rights. The District agrees that a decision to declare a position vacant will be made within ten (10) working days and filled within thirty (30) additional working days from the day the position becomes vacant. During these periods, the positions may be filled with a substitute. The parties recognize that the District will utilize a substitute in such position until a teacher can be hired who is found to be qualified by the School District. The Association shall be notified in writing of such situation no later than the above-stated deadlines. Vacancies in the second semester may be filled with a substitute.

In the School District, if a vacancy occurs during the first semester prior to the forty (40) working day timeline set forth in this Section, and it is the decision of the School District that the position will be eliminated at the end of the then-current semester, the District shall have a right to hire an employee into said position for the remainder of that semester; but such new hire shall have no seniority rights or recall rights in the bargaining unit. If the District changes its decision and decides at a later date to continue the position for the remainder of the school year, the affected new hire shall have seniority rights and all other contractual rights from his/her original date of hire.

### **Section Q: Designated Vacancies for Coaches**

When the District posts the vacancies at the two high schools, it shall have the right once a year to indicate that one of the vacant positions at each high school will be filled by an individual who is qualified for a particular head coaching position. Such positions shall be limited to ten (10) sports [five (5) male, five (5) female] designated by the District. The following sports are designated:

<u>MEN</u>		<u>WOMEN</u>	
Basketball	Track	Basketball	Swimming
Soccer	Wrestling	Soccer	Track
Football		Volleyball	

At the time of such posting, the District will indicate which high school coaching position is being designated for that upcoming school year. When filling the vacancies at the high school, the District has the right to place a qualified coach in one of the posted vacant positions. Once an individual is assigned to a high school as a result of the aforementioned process, he/she must continue in the previously-designated coaching assignment for a minimum period of six (6) years. If the individual teacher who is placed in the high school as a result of a coaching assignment does not complete six (6) consecutive years of coaching the activity which results in his/her original placement, his/her teaching assignment shall be reposted at the conclusion of the school year in which the teacher concluded performing coaching responsibilities. The individual who held the vacated position may apply for the posted position on the same basis as teachers outside the building.

A teacher who was denied transfer due to the foregoing shall be awarded the next available position in the department at the high school where the coaching/teaching position was designated.

The teacher who is placed in the high school as a result of a coaching assignment shall be subject to the layoff and transfer provisions of this Agreement on the same basis as other staff.

## **Section R: High School Vacancies**

When the District posts the vacancies at the two high schools, the District will indicate which high school coaching/performance position is being designated for that upcoming school year from the following:

Debate and Forensics; Drama; Band or Orchestra Coaching/Performance

When filling the vacancies at the high schools, the District has the right to place a qualified coach in the posted vacant positions. Once an individual is assigned to a high school as a result of the aforementioned process, he/she must continue in the previously-designated coaching/performance assignment for a minimum period of six (6) years. If the individual teacher who is placed in the high school as a result of a coaching/performance assignment does not complete six (6) consecutive years of coaching the activity which resulted in his/her original placement, his/her teaching assignment shall be reposted at the conclusion of the school year in which the teacher concluded performing coaching/performance responsibilities. The individual who held the vacated position may apply for the posted position on the same basis as teaches outside the building.

A teacher who was denied transfer due to the foregoing shall be awarded the next available position in the department at the high school where the coaching/teaching/performance position was designated.

The teacher who is placed in the high school as a result of a coaching/performance assignment shall be subject to the layoff and transfer provisions of this Agreement on the same basis as other staff.

Any teacher assigned to one of the above classroom positions due to a reduction in staff shall not be required to assume the extra duty coaching/performance position(s).

## **Section S: Magnet School and Alternative Program Staffing**

For the purpose of the procedures outlined below, the classification of "Magnet School" shall be limited to the following schools: Lincoln International Studies School, The Woodward School for Technology and Research, Washington Writers' Academy, Edison Environmental Science Academy, Northglade Montessori Magnet School, Maple Street Magnet School for the Arts, Woods Lake Elementary; Magnet Center for the Arts, and Spring Valley Center for Exploration. Classification of "Alternative Program" shall be limited to the following sites: New City High School (or its successor), Vine Alternative School, Continuing Education for Young Families (CEYF) (or its successor), and the Phoenix Alternative Program.

Every candidate for a position at one of the District's Magnet Schools or Alternative Education Programs must understand the challenging and often unique character of the assignment. The following process shall be utilized by the District when selecting staff at the District's Magnet Schools and Alternative Programs:

1. By March 1 of each school year, Human Resources will distribute to all members a "KPS Career Directory" listing all existing -- and any anticipated new -- professional positions at all sites in the District, together with the minimum and desirable skills, professional/staff development, certification, qualifications and additional obligations required of an applicant to each position, as determined through mutual agreement with the Association. The District and the Association shall attempt on four (4) days to mutually agree to the contents of a KPS Career Directory. Any Career Directory items not mutually agreed to may be subsequently promulgated by the District subject to a grievance regarding whether or not such District-developed entry was reasonable. The four days shall commence thirty (30) calendar days after the Association's initial receipt of the document.
2. Every candidate to either a Magnet School or an Alternative Program should show evidence of training and/or experience in methodology such as alternative team teaching strategies, team teaching,

thematic/integrated instruction, alternative classroom behavior strategies, whole language instruction and working and training with multiple intelligences. Further, every candidate for a position in an Alternative Program should understand the dynamic environment of alternative education and be flexible and open to change; and every candidate for a position in a Magnet School should understand the professional development opportunities and responsibilities of the magnet site and, preferably, demonstrate familiarity or experience with the magnet theme.

3. A review of the candidates' qualifications will be conducted by a committee consisting minimally of a representative from Human Resources, an administrator from the magnet or alternative site in question, and two (2) KEA representatives selected by the Association members of the site. Interviews shall only be conducted in the event that the committee cannot agree upon a candidate. If needed, interviews shall be conducted prior to the end of the teachers' work year.
4. Candidates will be selected upon best meeting the posted requirements. If two (2) or more candidates meet the posted requirements, then seniority shall be the determining factor.
5. In the case of the Magnet School, successful candidates for a position at such a site must commit to stay at such school for a minimum of three (3) years. Beginning with the 2002-03 school year, no teacher at a Magnet School will be allowed to transfer to another building without the agreement of the Director of Human Resources during such three (3) year period for which a "no-transfer" commitment has been made. Placement at a Magnet School during the 2001-02 school year may count as one (1) of the three (3) years, at the member's discretion. The three (3) year requirement shall not apply to involuntary transfers.
6. All staff members assigned to a Magnet School or Alternative Program as of August 20, 2001, shall be "grandfathered" with respect to the staffing guidelines outlined above and shall not be required to re-apply for their position, re-submit qualifications, nor make any commitment regarding forfeiture of transfer rights.

#### **Section T: Elementary Split or Class Size Premium Assignments**

All elementary split or class size premium assignments will be opened for voluntary in-building placement. If there are no voluntary applicants, the regular staffing process will be utilized. Classrooms not staffed by the in-building process will be staffed by the regular staffing process.

##### Process

1. When an elementary split or class size premium assignment is made, voluntary in-building placements are sought.
2. Placement is made with the most senior applicant.
3. In the event a teacher is displaced at a grade level, that teacher has the option to displace the least senior teacher in that building or utilize the transfer process.
4. If no voluntary applicant is found, the least senior person has the option of taking the elementary split or class size premium or utilizing the transfer process during the spring staffing process.
5. In the event of an increase in the number of classrooms after the start of school, then #1 and #2 above will be utilized.

## **ARTICLE 13 - TEACHER EVALUATION**

### **Section A**

The evaluation of the work and performance of all teachers is the right and responsibility of the Administration. The District and the Association agree that evaluation is necessary for the continuous improvement of instruction, for reinforcement of good teaching and for the identification of those areas for which a teacher may need assistance. The evaluation process shall provide for the use of recommendations for improvement and assistance to the teacher. Details of the evaluation form, evaluation system and the teacher's general responsibilities shall be shared in writing with teachers at the beginning of the school year.

### **Section B: Observations**

It shall be the Administration's responsibility to conduct direct observations of the teachers' work, and to provide written summaries of these observations within five (5) work days of the observation. If an administrator believes a teacher is doing unsatisfactory work, the reasons shall be set forth in specific terms as well as an identification of the suggested ways in which the teacher is to improve and identification of assistance to be given.

### **Section C: Teacher Response**

A teacher who disagrees with an observation or evaluation may submit a written statement which shall be attached to all copies of the observation or evaluation. If the report contains information not previously discussed with a teacher, the teacher shall have the right to add information to his/her personnel file. Copies of the above-mentioned records may be sent to the Association at the discretion of the teacher, and it shall be the teacher's responsibility to send said copies to the Association if he/she chooses to do so.

### **Section D: Observation Guidelines**

All monitoring or observation of the work of the teacher shall be conducted openly and with the knowledge of the teacher by a qualified administrator. The parties agree that during an observation every effort will be made to maintain the normal teaching-learning process. The observation shall be reasonable in length.

### **Section E: Post Observation Conference**

The teacher may request a post observation conference for the purpose of clarifying the written report and recommendation. The written request shall be submitted within five (5) work days of the receipt of the written report by the teacher.

### **Section F: Personal Interview**

The personal interview between the teacher and the administrator shall be conducted prior to the submission of a written evaluation to the Human Resources Department.

### **Section G: Distribution**

Three (3) copies of the written evaluation shall be submitted to the teacher in a personal interview, two (2) copies to be signed and returned to the Administrator, the other copy to be retained by the teacher.

## **Section H: Probationary Teachers**

1. Probationary teachers must be evaluated each year of their probationary period.
2. Evaluations must include at least two (2) observations each year, held at least sixty (60) days apart. A third observation will be held, if it is requested by the teacher. Said observations will form the basis of the annual evaluation.
3. An IDP (Individualized Development Plan) is to be developed by the teacher in consultation with the Administrator. An IDP must be in place no later than the start of the second semester of the second probationary year.
4. Each probationary teacher should receive a written annual end-of-year evaluation no later than March 25. The evaluation will be submitted to Human Resources by the appropriate Administrator no later than April 1.
5. The IDP is a fluid document that is unique to each individual teacher and analyzes and summarizes the deficiencies, sets goals to improve and specifies a completion date. Each IDP must also contain ways in which the Administrator will assist the teacher in completion of those goals.

## **Section I: Tenured Teachers**

1. Tenured teachers must be evaluated at a minimum every three (3) years.
2. Evaluations must include two (2) observations held at least sixty (60) days apart and an end-of-year concluding evaluation. Said observations will form the basis of the end-of-year evaluation.
3. Each tenured teacher under evaluation should receive a written end-of-year evaluation no later than May 25. The evaluation will be submitted to Human Resources by the appropriate Administrator no later than June 1. Evaluations for tenured staff performing at a level considered unsatisfactory will be due to Human Resources no later than May 1.
4. All tenured evaluations will be completed in total by May 25. If said evaluation is not totally completed by May 25, the entire evaluation and observation documentation will not be used for any purpose. Said teacher will be placed on the evaluation schedule for the following school year.

## **Section J: IDP (Plan of Assistance)**

If a tenured teacher has an evaluation which finds performance is not satisfactory, the teacher must have an IDP (Plan of Assistance) developed to address his/her deficiencies which offers administrative assistance and indicates a time by which the goals will be met. The Plan is to be developed by the Administrator in consultation with the teacher. Subsequent observations and evaluations must address the teacher's progress toward the goals of the Plan of Assistance.

Prior to a recommendation being made to the Board that a teacher's services be terminated for unacceptable teaching performance, the following procedure shall be implemented:

1. The teacher's deficiencies shall be accurately diagnosed and fully documented.

2. The Administration shall provide a plan of assistance which includes the following:
  - a. Full description of each deficiency;
  - b. Specific steps for remedying each deficiency;
  - c. Adequate assistance for achieving improvement;
  - d. Clear timelines for assistance and improvement;
  - e. Upon expiration of timelines, an evaluation to determine success of plan of assistance.
3. If improvements required have been substantially achieved, no further action will be taken.
4. If improvements have not been substantially achieved, a determination will be made whether or not a second plan of assistance will be implemented.

### **Section K: Personnel Committee Review**

In the event a recommendation is to be made to the Board of Education that a probationary teacher be terminated or denied tenure, prior to such recommendation being forwarded to the Board, the District shall provide such teacher a hearing before the Personnel Committee of the Board of Education.

In the event the Personnel Committee agrees that such termination of services or denial of tenure is without just cause, such recommendation for termination of services or denial of tenure shall not be acted upon by the Board of Education.

In the event a probationary teacher is not continued in employment, the District will advise the teacher of the reasons therefore in writing.

### **Section L: Freedom of Information Act**

The teacher will promptly be advised by the District's Human Resources Department that the teacher's evaluation(s) have been requested.

The only part of the evaluation to be voluntarily promulgated pursuant to the freedom of information act will be that portion which complies with the law and the request.

## **ARTICLE 14 - PROFESSIONAL IMPROVEMENT**

### **Section A: Continued Training**

The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, foreign travel, and participation in community educational projects.

### **Section B: Conference Funds**

Any funds budgeted for teacher conferences will be distributed at the building level by a committee composed of the building principal and teachers selected by the building staff. Any teacher who receives permission to attend a conference will be supplied with a substitute teacher if necessary. Teachers wishing to make use of this provision shall submit an S-55 to their principal at least five (5) days in advance of the anticipated absence. The

reason for the request shall be stated on the S-55. The terms and conditions of the reimbursement will be stated on the S-55 and returned to the teacher prior to the attendance of the conference. When disapproved, a copy shall likewise be returned to the teacher. At the end of the school year, the Association shall be given a copy of each S-55 covering educational conferences and meetings submitted by teachers during the school year irrespective of the action taken thereon.

## **ARTICLE 15 - PROFESSIONAL BEHAVIOR**

### **Section A**

Teachers are expected to comply with rules, regulations, and directions adopted by the District or its representatives which are not inconsistent with the provisions of this Agreement, provided that teachers shall not be required to place themselves in positions which endanger their physical safety or well-being or which are in violation of the Professional Code of Ethics.

### **Section B: Progressive Correction**

The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of professional ethics by a teacher reflect adversely upon the teacher professional and create undesirable conditions in the school building. The District, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies within five (5) work days, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of professional behavior shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher.

### **Section C: Just Cause**

No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage or denied continued employment without just cause. Any such discipline, reprimand, reduction in rank, compensation or advantage, or denial of continued employment including adverse evaluation of a teacher's performance asserted by the District or representative thereof shall be subject to the professional grievance procedure hereinafter set forth provided, however, that the arbitration step of the grievance procedure shall not be available for the adjudication of any complaint by a non-tenure teacher dealing with final evaluation or any matter covered by the Tenure Act. All information forming the basis for disciplinary action shall be made available to the teacher upon request.

### **Section D: Teacher Conference**

No disciplinary action against a teacher shall be taken on the basis of a complaint by the District or its designated agent, parent, or student unless the matter is first discussed with the teacher. A report of such disciplinary action which becomes a matter of record shall be submitted to the teacher and a copy may be included in the teacher's personnel file, provided however, said teacher is allowed to include a reply.

If a teacher is to be reprimanded and/or disciplined by a principal or other administrator, it shall be done in private. Another individual may be present at the request of either party.



## **ARTICLE 16 – PROTECTION OF TEACHERS**

### **Section A**

The District recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Every employee of the School District and every student in the School District shall endeavor to comply with the Student Code of Conduct at the District, Building and Classroom Levels. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the teacher will refer the pupil to the principal or his/her designee and the School District will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil. Within ten (10) work days following receipt of the referral, the principal will notify the teacher of the steps to be taken. Within thirty (30) days following receipt of the referral, the principal will notify the teacher that all steps in the referral process have been completed.

### **Section B: Referral of Students**

A teacher may send a pupil to the principal and/or a designee when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal or designee as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. The principal or designee will communicate his/her action with respect to the matter to the teacher as soon as possible. Re-admittance of the student to class will be arranged after a review of the teacher's referral and a conference between the student and appropriate administrator or designee. Further, the student will not be returned to class until an administrator or designee has acted upon the referral and an oral and/or written communication has been shared with the teacher which outlines the disposition of the referral. Every attempt will be made to involve the parent in its consultation. Exceptions to this procedure shall be made with mutual consent of the teacher and principal.

### **Section C: Student Suspension**

Procedures and policies regarding suspension of students shall be made known to teachers each year. Procedures and policies regarding suspensions of students shall be made known to students and parents each year. School personnel will endeavor to achieve correction of a student's misbehavior through counseling and interviews with the student and his/her parents. When a teacher has students who, after the above methods have been exhausted, constitute serious behavioral problems, relief shall be as agreed to by the principal and/or designee and the affected teacher as defined in the District policy dealing with student discipline.

### **Section D: Physical Force**

A teacher has the right to use such reasonable force as is necessary to protect himself/herself from physical assault or to prevent injury to another teacher or student. Any case of physical assault upon a teacher shall be reported to the administrator/designee. The administrator/designee shall inform the teacher of all legal and contractual rights afforded the teacher. The teacher shall report the incident to the police or, upon the request of the teacher, the administrator/designee shall report the assault to the local police. In the event the administrator/designee is unavailable, the teacher will contact the Superintendent's Office that the police have been notified. In any case of physical assault upon a teacher while performing his/her duties, the District and the Association will render all reasonable assistance to the teacher which may include legal counsel.

In-service for all staff regarding their rights and the appropriate use of physical force will be scheduled for staff after the start of the 2008-2009 school year. Such in-service sessions shall be required, scheduled by the

District, and conducted by personnel qualified to address the issues involved. The one (1) hour required meeting called for in this provision shall result in an additional one (1) hour of professional development being added at all levels to the calendar agreement for the 2008-2009 school year. In subsequent school years, this meeting shall be voluntary except for new hires.

### **Section E: Corporal Punishment Guidelines**

The District will adhere to all statutory requirements and responsibilities concerning corporal punishment. In-service for all staff regarding their rights and responsibilities under the corporal punishment law will be scheduled for staff hired after the start of the 1990-91 school year or as changes in the law might warrant. In-service sessions shall be conducted by personnel qualified to address the issues involved.

### **Section F: Assistance in Legal Actions**

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

### **Section G: Lost Time**

Teachers shall continue to receive all benefits during time lost in connection with any incident mentioned in this Article, provided said teacher is innocent of the charges levied against him/her.

### **Section H: Safety of Students**

Teachers 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.

### **Section I: Special Education**

When delivery of related school health services such as clean intermittent catheterization, suctioning, tracheotomy and similar procedures are necessary to maintain a student in a regular classroom, such services shall be performed by an aide or other qualified personnel other than a regular classroom teacher. Special Education teachers will be provided appropriate training before they will be required to deliver related school health services. No Special Education teacher will be required to provide such related school health services when they are supervising six (6) or more students. Special Education teachers will not be required to deliver related health services assistance and shall designate the training to be given the affected staff. An I.E.P.T. for a student with related school health services shall designate in the I.E.P. the person(s) responsible for the delivery of health services assistance and shall designate the training to be given the affected staff.

### **Section J: Student Assault**

If a bargaining unit member is assaulted by a student during the course of his/her employment, any resulting loss of work (up to a maximum of ten (10) working days per incident, plus days lost as a result of hospitalization or surgery and resulting recuperative time) shall not be deducted from the member's sick leave, and shall instead, be fully covered by the School District.

## **ARTICLE 17- GRIEVANCE PROCEDURE AND BINDING ARBITRATION**

### **Section A: Mutual Responsibility**

The District and Association recognize the need to reduce conflict between teachers and supervisors and between the Association and District Administration. In an effort to move closer to that goal, the District and the Association agree to:

1. Jointly conduct a workshop for all administrators and Association representatives, closely following each new contract and provide for annual reviews of contract provisions prior to the start of each school year.
2. When a teacher problem arises requiring formal or corrective action by the Administration, the Administration and the Association pledge their best effort to resolve the problem at the lowest possible level in the best interest of the parties.

### **Section B: Grievance Procedure**

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that the grievant's right to privacy shall be preserved to the extent that the investigation allows at each level of the procedure. Nothing herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the Administration.

A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided through Binding Arbitration.

A claim by a teacher or the Association involving a complaint or problem not involving a provision of this Agreement may be processed as a grievance as hereinafter provided through the Superintendent's level.

#### **Informal Level**

A teacher who believes there is a basis for a grievance shall first discuss the matter with the building principal within ten (10) working days of the cause of, or receipt of written notification of, or when the teacher knew or reasonably should have known of such grievance, either alone or accompanied by the Association representative. Other teachers who are not assigned to work regularly under a building principal shall discuss the matter with their immediate supervisor. Following such informal discussion, the parties shall draft and sign a joint memorandum specifying the date of the discussion, the issue and the disposition.

#### **Formal Level**

##### **Step I - Building Level**

If the matter is not resolved informally, the grievant or the Association may within five (5) working days of the date on the memorandum above, initiate formal proceedings by completing Step 1, Parts A through D, of the Grievance Report form (Page 103) and filing it with the administrator whose signature appears on the informal memorandum.

The administrator shall, with five (5) working days of receipt of the formal grievance, meet with the grievant and Association representative, in an effort to resolve the grievance. Within five (5) working days of such

meeting, the administrator shall dispose of the grievance by completing Part E and shall return the form to the grievant.

If the Step I disposition resolved the matter, the grievant and the Association shall complete Parts F and G indicating such resolution and shall distribute copies of the form as specified.

If the matter remains unresolved, the grievant or the Association may, within five (5) working days of receipt of the Step I disposition, advance the grievance to Step II.

### **Step II - Central Administration**

Grievances precipitated by actions of the Central School Administration, or the Board of Education shall be filed initially at Step II with the Director of Human Resources within fifteen (15) working days of the cause of, or receipt of written notification of, or when the teacher or Association knew or reasonably should have known of such grievances. Grievance not resolved at Step I need to be advanced to Step II by filing with the Director of Human Resources.

Within ten (10) working days of receipt of the grievance, the Director of Human Resources shall meet with the grievant and the Association in an effort to resolve the grievance. Within five (5) working days following such meeting, the Director shall render disposition by completing Step II, Part B, and returning the grievance form to the grievant. If such disposition resolves the matter, the grievant and the Association shall complete parts C and D and shall distribute copies of the form as specified.

If the matter remains unresolved, the grievant or the Association may within five (5) working days of receipt of the disposition advance the grievance to Step III.

### **Step III - Superintendent**

Grievances unresolved at Step II may be advanced to Step III by filing with the Superintendent.

Within fifteen (15) working days following receipt of the grievance, the Superintendent or the Superintendent's designee shall meet with the grievant and the Association in an effort to resolve the grievance. Within five (5) working days following such meeting, the Superintendent or the Superintendent's designee, shall render disposition by completing Step III, Part B, and returning the grievance form to the grievant. If such disposition resolves the matter, the grievant and the Association shall complete Parts C and D and shall distribute copies of the form as specified.

If the grievance remains unresolved, the Association may within ten (10) working days of receipt of the disposition advance the grievance to Step IV.

### **Step IV - Binding Arbitration**

Grievances unresolved at Step III shall be advanced to Step IV by filing a Demand for Arbitration with the American Arbitration Association in accordance with its current voluntary Labor Arbitration Rules.

### **Powers of the Arbitrator**

The District and the Association shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not advanced ten (10) calendar days prior to the arbitration hearing. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement nor shall he/she have any power to rule on the final evaluation, termination of service or failure to re-employ any probationary teacher, the placing

of termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule, or any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers' Tenure Act (Act IV Public Acts, extra session of 1937 of Michigan, as amended).

Both parties agree to be bound by the award of the arbitrator and there shall be no appeal from an arbitrator's decision provided, however, that the arbitrator has not exceeded his/her power and authority as stated above.

Teachers involved in arbitration proceedings shall be released from their normal duties in order to participate.

The arbitrator shall be empowered to issue monetary awards, but in no case shall such monetary award exceed an amount designed to reimburse a teacher for loss of actual earning or what the teacher should have earned.

### **Section C: Fees of Arbitrator**

The fees and expenses of the arbitrator shall be shared equally by the parties.

### **Section D: Time Limits**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. The time limits provided in this article shall be observed but may be extended by written agreement of the parties. In the event a grievance is filed near the end of any school year and strict adherence to the time limits may result in hardships to either party, the District and the Association shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

### **Section E: Agreement Expiration**

Any grievance in process at the expiration date of this Agreement will continue in process until resolution.

### **Section F: Abandonment of Grievance**

A grievance may be withdrawn at any time prior to Step IV without prejudice or record. Any grievance not advanced to the next step by the Association within the time limits in that step shall be deemed abandoned. Time limits may be extended by the District and the Association, in writing; then the new date shall prevail.

## **ARTICLE 18 - PROHIBITED ACTIVITY**

### **Section A**

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruption during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike as defined in Section 1 of the Public Employment Relations Act.

## **Section B: Unfair Labor Practice**

The District also agrees that it will not, during the period of this Agreement, directly or indirectly knowingly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

## **ARTICLE 19 - PAID LEAVES OF ABSENCE**

### **Section A: Sick Leave**

Each regular full-time teacher shall earn accumulated sick leave credit at the rate of ten (10) days per annum. The full allowance for the year shall be credited at the beginning each year. Unused sick leave shall be cumulative from year to year without limitation. When a teacher's services terminate, a deduction will be made at such time for all sick leave used in excess of the earned amount. Female teachers may use sick leave from absence caused by the teacher's disability during pregnancy and/or childbirth.

### **Section B: Family Illness**

Absences due to the illness of members of the immediate family or household shall be deducted from sick leave. Immediate family shall be defined as spouse, son, daughter, mother, or father, or other relative living in the employee's household who is a dependent of the employee as defined by the Internal Revenue Service. When two (2) individuals have lived together for a number of years, they will be covered by the above.

Teachers may also use sick leave to care for a son, daughter, mother, or father who is not a member of the household. Such leave may not exceed ten (10) work days per school year. Documentation for such leave must be provided to Human Resources. A request for extended use of sick days may be approved by a joint Compassionate Leave Committee consisting of the Superintendent, Deputy Superintendent, and two teachers appointed by the Association.

### **Section C: Holidays**

Holidays occurring during illness shall not be considered deductible from the employee's sick leave accumulation.

### **Section D: Illness or Disability Prior to School Year**

When an illness or disability commences prior to the opening of the school year, the teacher will be eligible to use sick leave benefits upon the opening of school provided said teacher has taught for the system prior to the opening of the school in the fall.

### **Section E: Evaluation of Credits**

If the employee has no unused accumulated sick leave credits, a full deduction will be made. Deductions from salary made under this policy shall be determined by the Department of Budget and Finance on a prorated contractual daily basis.

## **Section F: Sick Leave Statement**

A statement of all accumulated sick leave shall be presented to each individual teacher on or before September 30.

## **Section G: Family Medical Leave Act (FMLA)**

The parties have agreed that the Family Medical Leave Act provisions are as set forth in Letter of Agreement #13.

## **Section H: Death**

In the case of death, any unused accumulated sick leave up to a maximum of seventy-five (75) days shall be paid in a lump sum to the survivor named by the teacher. Such payment shall be computed by multiplying the number of unused sick days times the affected teacher's daily rate of pay at the time of death.

## **Section I: Worker's Compensation**

In the event of an injury or illness compensable under the Michigan Worker's Compensation Law, the affected and necessarily absent teacher 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 J: Personal Business Leave**

Personal business leave for teachers shall be provided at the rate of one (1) day per year cumulative to four (4) days, except that it will not be granted on a day preceding or following a holiday or vacation unless such request is based on an emergency. Any unused portion of the personal business leave shall accumulate to a maximum of four (4) days.

Personal business leave shall be governed by the following regulations:

1. The personal leave shall be used for the purpose of conducting business which is impossible to transact on the weekend or after school hours.

Reasons such as family obligations, legal commitments (with the exception of legal action taken against the District by the Association or any member thereof, except in such cases in which the District subpoenas the teacher), religious observances, unusual circumstances related to professional growth, and emergencies are considered to be justification for the utilization of the personal business policy. Unused personal business leave in excess of four (4) days shall be added to accumulated sick leave. If the available personal days are not sufficient for religious observances, up to two (2) sick days may also be used for that purpose.

2. Teachers wishing to use the personal business leave shall submit an S-55A or appropriate form to the principal at least five (5) days in advance of said absence except in cases of emergency. The reason for said leave shall be stated as in (1) above on the S-55A or appropriate form without going into detail.

The School District does hereby agree with the Association that the District will advise and instruct its administrators that when interpreting and applying Article 18, Section I, a teacher applying for the use of personal business leave must only list one of the reasons stated in subsection 1, and the teacher is not required and need not give additional information.

3. If the leave is considered an emergency, the S-55A or appropriate form may be submitted at the earliest possible time.
4. Personal business leave shall not be used by teachers for the purpose of seeking employment elsewhere.
5. Personal business leave shall not be used by teachers for the purpose of rendering services, except for governmental office(s), or working either with or without remuneration for themselves or for anyone else.
6. If a reply to the S-55A or appropriate form has not been received prior to the date of absence, the teacher should contact the appropriate administrator to get his/her response.

#### **Section K: Leave for Child's Academic Performance or Activity**

Up to one day per school year will be allowed for a teacher to attend an academic activity or performance of his/her PreK-Post Secondary child. Such leave may be taken in half-day or whole-day increments. A separate check-box or notation will be provided on the S-55 or appropriate absence request form for members to invoke this leave.

#### **Section L: Death in the Immediate Family**

A total of five (5) days of absence will be allowed for each death in the immediate family to enable the teacher to make arrangements for and attend the funeral when travel, distance or other circumstances warrant. Additional days of absence may be allowed but taken from sick leave, and/or personal business leave, and/or compensatory time, at the teacher's discretion. If there is no such leave or compensatory time available, a salary deduction will be made on a prorated contractual daily salary basis. The immediate family is interpreted to include spouse, father, mother, sister, brother, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren. When two (2) individuals have lived together for a number of years, they will be covered by the above.

#### **Section M: Death in Non-Immediate (or Extended) Family**

One (1) day of absence will be allowed for the purpose of attending the funeral of a relative outside the immediate family. Additional days of absence will be allowed but taken from sick leave, and/or personal leave, and/or compensatory time, at the teacher's discretion. If no such leave or compensatory time is available, there will be a full pay deduction for these days.

#### **Section N: Funeral for Friend**

An absence will be allowed to attend the funeral of a friend and deducted from sick leave, and/or personal leave, and/or compensatory time, at the teacher's discretion.



## **Section O: Jury Duty**

A teacher called for jury duty or to give testimony before any judicial or governmental tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation with the exception of cases involving legal action brought against the District, by the Association, or any member thereof, except in such cases in which the Board subpoenas the teacher. Upon receipt, compensation received for jury duty performed on a teacher's regularly-scheduled work day shall be submitted to payroll.

## **Section P: Association Days**

The School District shall provide, at no cost to the Association, twenty-five (25) days per school year of released time for conducting Association business as deemed appropriate by the Association. If a substitute is not required, the day shall not be deducted from the twenty-five (25) days but shall be deducted from the thirty-five (35) days provided hereinafter. In addition, the District shall provide, at the cost of the regular per diem substitute rate, thirty-five (35) Association leave days per year to be paid by the Association and to be used as deemed appropriate by the Association. In addition, the Association may request up to an additional ten (10) days of Association leave at per diem substitute rate. These days may be granted or denied at the discretion of the District. The per diem substitute rate will not be billed to the Association unless it was necessary to actually get a substitute for the teacher on Association leave.

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

The District agrees to maintain a list of qualified substitute teachers. Teachers shall be informed by the principal of at minimum a telephone number they may call to report unavailability for work and the time by which such calls must be placed. The reason for such unavailability shall be stated at that time. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to try to obtain a substitute who is qualified to fill such vacancy.

## **Section R: Special Area Substitutes**

When teachers of elementary art, music, or physical education are absent, the principal or designee shall secure a competent substitute.

## **ARTICLE 20 - UNPAID LEAVES OF ABSENCE**

### **Section A**

An unpaid leave of absence shall:

1. Entitle the teacher to the same position that the teacher held at the time of the unpaid leave of absence if the leave of absence commences after the start of the school year and said teacher is on leave in excess of ninety (90) days but returns to work prior to the end of the current school year.

In the event that the teacher's unpaid leave of absence commences after the start of the school year and the teacher is on leave longer than ninety (90) days and does not return to work prior to the end of the school year, then said teacher does not have rights to the position held when starting the leave. The teacher must activate placement through the staffing process for an assignment when returning from leave.

2. Entitle the teacher to the same position that the teacher held at the time of the unpaid leave of absence if the leave commences after the start of the school year and the District reasonably anticipates that the teacher shall return prior to the end of the school year.
3. Even though Sections 1 and 2 give a particular teacher the right to return to the same position held prior to the commencement of the unpaid leave of absence, the District retains the right to utilize said teacher as a contractual substitute in their building if such teacher returns at a time when it would be untimely for the District to assign said teacher to his/her regular classroom assignment (i.e., a teacher who has been out for 85 student days would not immediately return to his/her teacher assignment within three (3) weeks of the end of a marking period).
4. For unpaid leaves other than those delineated in Sections 1 and 2 of this Article, the teacher shall be entitled to a position for which he/she is qualified and certified upon return to active employment provided said teacher's seniority rights entitle said teacher to a position with the School District.
5. In cases where the District has initiated the unpaid leave, the teacher maintains his/her right to return to the same position.
6. Not entitle the teacher to accrual of sick leave.
7. Not entitle the teacher to advancement on the salary schedule for the time away from actual employment unless the teacher taught at least one-half (1/2) of the scheduled school year during the school year when the absence commenced, in which case the teacher shall return at the next higher increment step.
8. Not cause a teacher to lose any accumulated benefits, including unused sick leave.
9. Human Resources will notify the teacher in writing when a leave is granted or denied.

### **Section B: Leave Guidelines**

A teacher may request an unpaid leave of absence due to illness, physical disability, childbirth (maternity or paternity) or child care subsequent to childbirth. In addition, teachers in the process of adoption proceedings may be granted an unpaid leave of absence.

A teacher may request an unpaid leave of absence for the purpose of community and/or governmental service, personal professional development, or other personal reasons which might give rise for a need for an unpaid leave of absence.

### **Section C: Layoffs**

During a period of impending layoffs, the District agrees to grant all requests for voluntary leaves for any reason to teachers who make such requests, except those who cannot be replaced by qualified and certified laid off teachers.

## **Section D: Termination of Leave**

An unpaid leave of absence may be terminated at any time by mutual agreement between the teacher on leave and the Superintendent or his/her designee.

## **Section E: Leave Extensions**

All requests for leave extensions will be applied for sixty (60) days prior to the termination date and acknowledged in writing. Those individuals on leave of absence must inform the Director of Human Resources in writing of their intent to return, or request an extension in writing, if eligible, on or before April 1 of the school year during which the leave of absence is in effect. Copies of such extensions will be submitted to the Association.

## **Section F: Military Leave**

Military leave will be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States. Upon returning from such leave, a teacher will be placed on the salary schedule at the level which he/she would have achieved if he/she remained actively employed in the system during the period of his/her absence up to a maximum of four (4) years. The teacher shall have up to ninety (90) days after release from active duty to notify the District of his/her intention to return to the system.

If National Guard or Reserve encampment or a period of active service due to emergency situations should occur during the school year, the teacher required to participate shall be granted a temporary leave of absence for that purpose. If a teacher is called to active service in a National Guard unit or Reserve unit during the school year, he/she shall be compensated the difference between the reimbursement received from the United States Government and his/her teaching contractual salary provided his/her U.S. Government reimbursement is less than his/her contractual salary for a period not to exceed two (2) weeks per year. During active service, Association membership will be maintained, with no dues charged. Insurance premiums will be paid by the District at a rate equal to other teachers for a period of up to one (1) year.

Teachers taking a Draft Board examination shall be granted absence with pay.

## **Section G: Release Time – KEA President**

The KEA President will be released full time to perform the duties of the office. The President and the Administration shall make every effort to work together harmoniously to resolve problems of mutual concern. As consideration for such release, the Association shall pay the District the sum of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars per year. Upon completion of service as President, the KEA President shall return to his/her position held prior to taking office or a position acquired through the transfer procedure during his/her term.

## **ARTICLE 21 - SABBATICAL LEAVES**

### **Section A**

The School District agrees to promote and encourage sabbatical leaves.

## **Section B: Paid Sabbatical Leave Committee**

Requests for paid sabbaticals will be reviewed by a committee of four (4) persons (two (2) appointed by KEA and two (2) appointed by the Superintendent or his/her designee). The committee will make a recommendation to the Superintendent.

A teacher who has completed seven (7) consecutive years of teaching in the Kalamazoo Public Schools may be granted a paid sabbatical leave of absence for one (1) semester or for one (1) year for the purpose of improving or developing skills directly related to his/her assignment.

The teacher will receive fifty (50%) percent of the contractual salary said teacher would normally receive for the semester or year the teacher is on leave provided the teacher signs an agreement to return to the Kalamazoo Public Schools at the beginning of the next semester and remain at least one (1) year or refund the salary received while on leave.

## **Section C: Unpaid Sabbatical**

A tenured teacher may request an unpaid sabbatical leave for a period not to exceed one (1) year for the purpose of improvement of skills for present assignment, for curriculum development, or for working on an educational project. Requests will be reviewed by the Administration and will be approved if judged to be of value to the District.

## **Section D: Application Timelines**

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

## **Section E: Placement Following Sabbatical**

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

## **Section F: NEA-MEA Service**

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

## **Section G: Association Notification**

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

## **Section H: Replacement Substitute**

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

## ARTICLE 22 - PROFESSIONAL COMPENSATION

### Section A

The basic salaries of teachers covered by this Agreement are set forth in Appendix A. Appendix B sets forth extra duty salaries. The salary schedules for 2008-2009 reflect a one and one-half percent (1.5%) increase in the BA Base over 2007-2008. New rates of pay shall be paid as soon as possible and retroactive to the start of the school year.

Also, if following the September 2008 student count, the blended enrollment figure is 11,463 or more, then an additional increase will be applied to the new 2008-2009 BA Base. The applicable increase will be paid at the start of the second semester, retroactive to the start of the school year. The amount of the increase will be according to the following table and its continuation by increments of 25 students and salary schedule increments of 0.15% without any cap:

	Blended Enrollment	Salary Increase
1	11,463 to 11,488	0.30%
2	11,489 to 11,513	0.45%
3	11,514 to 11,538	0.60%
4	11,539 to 11,563	0.75%
5	11,564 to 11,588	0.90%
6	11,589 to 11,613	1.05%
7	11,614 to 11,638	1.20%
8	11,639 to 11,663	1.35%
9	11,664 to 11,688	1.50%
	and continuing.	

Those hired after the start of the school year will be paid a prorated amount based on the number of days worked.

Following the September 2008 student count, if the blended enrollment is 11,463 or more, an additional increase will be applied to the new 2008-2009 Appendix B retroactive to the start of the school year.

Elementary planning time compensation shall be included in paychecks in the first pay period following the 4<sup>th</sup> Wednesday for all elementary assignments in place at the start of the school year. Any teacher hired for an elementary assignment or who has an increase in elementary time after the 4<sup>th</sup> Wednesday will be paid a prorated payment within eight weeks of hire or increased assignment.

Secondary class size compensation will be paid no later than the second pay period following the end of the semester in which the excess class size occurred.

### Section B: Insurance

The employer shall provide, without cost to full-time bargaining unit members, a MESSA-PAK (full-time bargaining unit members may choose plan A or B).

Teachers who applied a portion of their \$400 fringe benefits subsidy toward MESSA options during 1973-74 will be permitted to continue the same MESSA medical plan with options at the expense of the District without change except as provided under Super Care I. For those teachers who are not full-time or who do not teach a full school year, the District will pay the appropriate sum on a pro-rata basis.

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

Health	-	Super Care I-Rev.
	-	\$100/200 annual deductible
	-	\$10/20 prescription co-pay
Riders	-	Preventive Care and Hearing Care
Long Term Disability	-	66 2/3%
	-	\$5,000 maximum/month
	-	90 calendar day - modified fill
	-	Freeze on offsets
	-	Pre-existing condition waiver
	-	Alcoholism/drug addiction - two (2) year limitation
	-	Mental/nervous-two (2) year limitation
Negotiated Life	-	\$10,000 and \$10,000 AD & D
Vision	-	VSP 2 - Silver
Delta Dental	-	
Class I, II, III + max.	-	80/80S/80: \$2000
Class IV + max.	-	80: \$2000
Coordinated	-	50/50/50/50: \$1500
Riders	-	Sealants

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

Long Term Disability	-	66 2/3%
	-	Same as Plan A
Negotiated Life	-	\$15,000 & \$15,000 AD & D
Vision	-	VSP 2 - Silver
Delta Dental	-	
Class I, II, III + max.	-	80/80S/80: \$2000
Class IV + max.	-	80: \$2000
Coordinated	-	50/50/50/50: \$1500
Riders	-	Sealants
Annuity	-	\$100/month

Supplemental Health (Plan C) – For part-time bargaining unit members

Negotiated Life	-	\$10,000 and \$10,000 AD & D
Vision	-	VSP 2 - Silver
Delta Dental	-	
Class I, II, III + max.	-	80/80S/80: \$2000
Class IV + max.	-	80: \$2000
Coordinated	-	50/50/50/50: \$1500
Riders	-	Sealants

Part-time bargaining unit members may “buy up” to plan A or B. To “buy up”, the part-time employee must execute a payroll deduction for the employee’s pro-rata contribution for the cost of plan A or plan B. Any part-time bargaining unit member who executes a “buy-up” to Plan B shall only be eligible for the \$100 annuity.

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. 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 member may change PAK plans whenever a "change-in-status" of spouse occurs.

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

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

### **Section C: Additional Annuity Payment**

Any bargaining unit member who is eligible for and receives Plan A benefits provided by the District, and who subsequently switches to Plan B benefits, and who does not have a spouse concurrently receiving full medical benefits provided by the District, shall be immediately eligible for an additional contribution of \$300 per month (\$400 total) toward the employee's tax-deferred annuity plan.

### **Section D: Extension of Teaching Year**

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

### **Section E: Secondary Counselors**

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

### **Section F: Compensatory Time**

Bargaining unit members 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 teacher 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.

At each work site, the appropriate administrator and the teachers 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:

1. 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 teacher and the supervisor.

2. A substitute will be utilized to make up the lost planning time at a mutually-agreeable time.
3. The teacher shall be compensated for lost planning time at the then-existing curriculum rate.

### **Section G: Teacher Release**

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

### **Section H: Past Experience**

Effective commencing with the 2003-04 school year, a newly-hired teacher shall be given credit for prior certificated teaching experience. Individuals employed as school counselors, school social workers, physical therapists, occupational therapists, school psychologists or school nurses shall receive credit for prior licensed experience in such fields. One (1) year of such experience or service shall be equal to one (1) step on the salary schedule. Military service credit shall not exceed three (3) years.

### **Section I: Advanced Degrees**

Teachers who have completed advanced degrees prior to the beginning of the fall term shall be placed on the appropriate salary scale and step upon submission, prior to September 1, of evidence thereto from the granting institution. Teachers receiving an advanced degree will be placed on the appropriate salary scale and step for the balance of the contract year upon submission of evidence from the granting institution. Evidence of degree attainment shall be submitted to the Human Resources Department. Coursework toward such a degree must be from an accredited\* institution. (\*As referenced in the most current edition of the NASDTEC Manual on the Preparation and Certification of Educational Personnel or the National Council for Accreditation of Teacher Education, NCATE.)

### **Section J: Professional Growth**

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

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

### **Section K: Master's Plus 30 Placement**

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

1. All credits must be submitted on an official transcript from an accredited institution of higher learning.
2. All credits shall have been earned beyond the time the Master's Degree was granted.



3. All credits must, in some way, be applicable to the particular grade level or subject matter in which the teacher is teaching, or be applicable to an approved program of study.
4. If a teacher applies for the Master's Degree plus 30 placement and does not receive favorable consideration, he/she shall be notified in writing within 30 days of the decision. At the teacher's request, a credentials committee shall be appointed for the purpose of reviewing the submitted credits to determine whether or not a teacher is eligible for said placement. The credentials committee shall consist of two (2) non-Human Resources administrators appointed by the Superintendent and one (1) Association representative designated by the KEA. The decision of the committee will be final.
5. Upon the presentation of credentials indicating completion of the approved program of study, the teacher shall automatically be placed on the Master's Degree plus 30 salary schedule.
6. Credits shall be earned and approved prior to the beginning of the contractual school year to qualify for placement on the Master's Degree plus 30 hours salary schedule.
7. Automatic placement on the Master's Degree plus 30 salary schedule shall apply to any teacher who completes one of the following graduate-level programs: Master of Fine Arts, Master of Arts in Social Work, Master's Degree in Speech Pathology and Audiology, and Specialist in Education in School Psychology. In addition, automatic placement on the Master's Degree plus 30 salary schedule shall apply to any teacher who has completed at least sixty (60) graduate credits that include completion of the Master of Arts in Counselor Education and Counseling Psychology. The provisions of this Section shall only be applicable to those teachers in assignments specifically related to their advanced degrees.

#### **Section L: Payroll Deduction**

Upon appropriate written authorization from the teacher, 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.

#### **Section M: Election of Pay Schedule**

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

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

#### **Section N: Vocational Education Pay**

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

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

## **Section O: Terminal Pay**

In recognition of long years of service to the District, the District agrees to pay terminal leave to teachers who retire after having completed fifteen (15) full years of service. Upon retirement from service, the teacher shall receive a sum equal to one-half (½) of one (1) percent of the then current BA base salary multiplied by the teacher's number of pro-rata years of service in the Kalamazoo system.

## **Section P: Retirement Plan**

A bargaining unit member who is retiring under the Michigan Public School Employees Retirement System (MPERS) shall be entitled to a payment of \$3,000.00 on or before June 30 of the year of his/her retirement provided said teacher has given written notice of his/her retirement to the District on or before March 1 of the year of his/her retirement.

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

The District will buy sufficient service credit for those employees with between 28.0 and 29.9 years of service to give said employee 30 years of service credit with the retirement system. This includes payment for up to 2 years of credit on the balance of a Universal Service Credit purchase for which a teacher is making tax-deferred payroll deductions. The teacher will retire no later than the end of the school year of such payment.

## **Section Q: Tuition Pay**

Each teacher who earns additional hours of credit, beyond the BA scale, after August 28, 2006, at an NCATE or NASDTEC accredited college or university, shall be reimbursed the sum of up to one hundred fifty (\$150) dollars per credit hour for each additional hour earned. The total sum to be paid for extra-credit hours shall not exceed four thousand (\$4,000.00) dollars. 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 teacher's teaching assignment, or must be approved by the Superintendent. An official transcript of semester hour credits earned from the granting institution shall be submitted to the Human Resources Department prior to the commencement of the fall or spring term in order for the teacher to receive reimbursement during said term.

The above reimbursement 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 \$100), then the member's tuition reimbursement for the year will be limited to \$1000.

## **Section R: Mileage Allowance**

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

1. No teacher shall be required to use his/her own car for field trips or for otherwise transporting students.

2. The use of personal cars for school business must have prior approval of the Administration in writing.
3. Teachers who expect to receive a car allowance for mileage must keep an accurate log of miles driven and other pertinent data on a form obtained from their immediate supervisor. Logs must be provided by, and returned to, the designated supervisor on a monthly basis.
4. Mileage shall not be paid from home to school and/or return nor for personal business.
5. This provision shall provide for the payment of mileage to teachers who are required to work on a regularly-scheduled basis in two (2) or more buildings during the regular school day.
6. The District agrees to carry a secondary liability policy to cover the teacher over and above his/her primary policy. Such District policy shall include coverage for a teacher's transportation of students and/or parents while performing his/her professional duties.
7. In the event that the IRS mileage rate is adjusted and the District does not receive timely notification of such adjustment, teachers shall receive the new rate retroactive to the effective date of the adjustment. In order to receive a retroactive adjustment, teachers must furnish copies of approved mileage vouchers. Teachers will be provided a copy of all mileage vouchers upon approval by the Administration. The District shall not reimburse retroactive payments for amounts less than five (\$5.00) dollars.

#### **Section S: Nurses Mileage**

Nurses shall be required, as part of their regular duties, to transport students in their automobiles when necessary. Such nurses shall be paid on allowance of forty-five (\$45) dollars a school month worked, not to exceed a maximum of four hundred fifty (\$450) dollars a school year. Nurses who worked during the summer school session shall be paid an allowance on the same basis during the summer months worked or an additional sixty (\$60) dollars for a six (6) week summer session. This allowance is intended to cover all car operating expenses including insurance. In addition to this allowance, the District agrees to carry a secondary liability insurance policy to cover the nurse over and above his/her primary coverage.

#### **Section T: Deferred Income**

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

#### **Section U: Extra Duty Activity and Transportation**

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

## **Section V: 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 equal to eight (8%) percent of the BA Base, starting in the next school year following 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.

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

### **Section A**

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

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

In the event that a study committee is established for the purpose of reviewing new or existing curriculum, committee members will be selected by the appropriate administrative department following posting of the committee. Notices will be sent to all appropriate buildings describing the purpose of the committee, size of membership, and deadline for application. A standardized procedure for posting and announcement of said positions will be used in all buildings. The Association will be provided copies of all committees and their membership.

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

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

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

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

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

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

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

### **Section A**

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

## **Section B: Assignment**

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

## **Section C: Development of Opportunities**

Supervising teachers shall work with the cluster site mentor coach, university program coordinator and principal to assist in developing extensive opportunities for the intern/student teachers to observe and practice the arts and skills of the profession.

## **Section D: Information to Intern/Student Teachers**

The District agrees to make available to intern/student teachers a copy of the texts, guides, building policies, and a copy of this Agreement to assist them during their internship.

## **Section E: Funding Review**

The District, upon request, will make known the amount of money received from universities and colleges placing intern/student teachers in the Kalamazoo Public Schools. The amount per intern/student teacher will be deposited in the school's account for the supervising teacher to purchase items for his/her professional use.

## **ARTICLE 25 – MAINTENANCE OF STANDARDS**

Teachers hours, extra compensation for duties outside regular teaching hours, relief periods, leaves, and other matters pertaining to the provisions of this contract including the quality of education program shall be maintained according to the terms and conditions of this contract during the life of this contract, provided that such conditions may be improved for the benefit of teachers as required by the express provision of this Agreement. This provision shall not be binding on either party in cases of a reduction in students and/or revenue.

## **ARTICLE 26 – SENIORITY**

Seniority is defined as length of unbroken professional service with the School District and shall be computed from the staff member's first day of work during a regular school year. The start of the regular school year shall be as designated in the applicable school calendar. Administrators who are reassigned to bargaining unit positions shall have seniority as established by the past practices of the parties.

If an employee is hired under discretionary funds, and is not a current employee, that person can be hired under a temporary contract for up to one (1) year, and if the position continues beyond one (1) year, said person shall have full seniority rights retroactive to his/her date of hire. Current employees placed in positions funded with at-risk dollars are not affected by this provision, and are subject to the regular staffing procedures.

Teachers who are employed in a temporary position, then subsequently re-hired as a bargaining unit member the following school year, will have their seniority date retroactive to the previous date of hire into the temporary position.

### **Section B: Posting of List**

The seniority list shall be published and posted conspicuously in all buildings of the District by November 1st of each school year. The seniority list shall include all currently employed members, as well as members on layoff, sabbaticals and leaves of absence. Such listing will also include name, job start date, ethnic code, certification, majors, minors and endorsements. Provided with the seniority list will be a list of all teachers who are qualified in Grades 7 and 8 by virtue of their past teaching assignments. Printed copies of the seniority list shall be distributed as follows: one (1) copy to each building principal, one (1) copy for each building site, and eighty (80) copies for distribution by the Association to Association Representatives. Updates and corrections may be posted electronically as they are made, with one (1) printed copy provided to the Association.

### **Section C: Loss of Seniority**

All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or failure to respond to notification of recall as specified in Article 26. Seniority continues to accrue if a teacher is on layoff, sabbatical or leave of absence.

### **Section D: Tie Breaking**

In the event more than one (1) teacher has the same seniority date, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and teachers so affected will be notified in writing of the date, place and time of drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and Association representatives to be in attendance.

### **Section E: Previous Service as Substitute**

From the date of this Agreement forward, a person who moves from continuous temporary or continuous substitute teacher capacity to permanent employment as a regular teacher shall have as his/her seniority date the date he/she was notified by Human Resources that his/her name was to be recommended for Board approval as a permanent employee, and such employment status is conditioned upon such Board approval.

## **ARTICLE 27 – REDUCTION OF PERSONNEL AND RECALL PROCEDURE**

In the event it becomes necessary to reduce the number of teachers through layoff, the Association will be consulted and will be provided with all necessary data in order to monitor the procedure. The following procedure shall be applied using the criteria stated below whenever it becomes necessary to lay off employees due to a decrease in enrollment or in revenue.

### **Section A**

The service of probationary teachers shall first be discontinued, unless certain of the probationary teachers are teaching a grade level or a subject matter for which there are no qualified and certified tenured teachers to fill the needs of the School District. Probationary teachers shall be laid off on the basis of qualification, certification and seniority.

## **Section B: Guidelines**

Following the decisions as enumerated above relative to the lay off of probationary employees, tenured teachers will be laid off on the basis of qualifications, certification and seniority with the Kalamazoo School District. The parties agree that every effort will be made to continue to employ more-senior teachers following a layoff provided that all remaining teachers are qualified as defined by this Agreement for the remaining positions available in the School District.

## **Section C: Guideline Exceptions**

Exceptions may be made in subjects, classes, or grade levels in which no other teacher with more service has the necessary qualifications to fill such assignments.

## **Section D: Definition of Qualified**

For the purpose of layoff, recall, transfer, vacancy and assignment, the term "qualified" shall be defined as follows:

1. Senior High-Teachers employed prior to August 26, 1982, shall be assigned within their major or minor areas and any other areas to which they have been assigned at the senior high school within the last five (5) years. Teachers hired after August 26, 1982, shall be considered qualified in their major area only.

Teachers of Health and Safety must meet State requirements.

Teachers assigned to Journalism shall have a major in English, included in which will be a minimum of five (5) hours in Journalism. Teachers assigned to Drama shall have a major in Speech with a minimum of five (5) hours in Drama.

The School District reserves the right as to teachers hired after August 26, 1982, to deem said teachers qualified to teach outside the area of their major provided said teachers have a minor in the additional assignment. When the School District exercises the option to place such a teacher pursuant to their minor, the teacher and the Association will be so notified and such placement will be only for a specific period, not longer than one (1) year, as specified by the District.

2. Grades 7 and 8-Teachers assigned to Grade 7 and 8 shall be assigned within their major or minor fields of study. In addition, if a teacher has taught a subject at least eight (8) class periods since 1974, the teacher shall be considered continuously qualified in such area.
3. Elementary Classroom-Teachers assigned to elementary classroom positions shall be deemed qualified if they are certified as elementary classroom teachers.
4. Special Areas-Teachers assigned in the areas of art, music, physical education, counseling and library shall be assigned on the basis of their major field of study in the above-stated specialty areas.

In addition to the major, the following standards shall apply:

<b>Special Area</b>	<b>Position Affected</b>	<b>Standards</b>
Music	Instrumental Music	Major concentration in the areas of stringed instruments or woodwind as indicated on college transcript
	Instrumental-Strings	Major concentration in the area of stringed instruments as indicated on college transcript
	Vocal	Major concentration in vocal performance area as indicated on college transcript
Physical Education	Swimming	Water Safety Instructor Certificate from Red Cross or YMCA as required by State regulations
Library	All Positions	Master's Degree in Library Science from American Library Association accredited library school. Course work shall include courses in audio visuals and curriculum.
Counseling	All Positions	Master's Degree in Counseling

5. Special Education-Teachers assigned to special education assignments shall have the necessary certification and special education endorsements for such assignment.
6. The term "minor" as used in this Article shall be as defined by the Department of Education of the State of Michigan in regard to State Certification. Secondary teachers who had assignments during the 1988-89 or 1989-90 school year resulting from another definition of the term "minor" shall, as of August of 1990, continue to be recognized as qualified for an assignment in the particular area until such time as the teacher voluntarily transfers from the assignment. Such recognition by the District is contingent upon a teacher requesting a review of his/her "minors" in the Fall of 1990, pursuant to a procedure adopted by the parties. Additionally, all minors identified in a teacher's Michigan Teacher Certificate as of August, 1990, shall continue to be considered minors under this Agreement without regard to subsequent changes by the Department of Education.
7. The document entitled "Career Directory" may provide additional qualifications not enumerated herein.



## **Section E: Layoff Notification**

No teacher shall be laid off pursuant to a necessary reduction in work force unless said teacher shall have been notified of said lay off at least thirty (30) days prior to the scheduled beginning of the school year of said reduction.

In the event of an unexpected reduction of revenue dedicated to maintaining lower elementary class size occurring after the start of the school year, no teacher shall be laid off pursuant to a necessary reduction in work force unless said teacher shall have been notified of said lay off at least sixty (60) calendar days prior to the scheduled beginning of the semester of said reduction.

## **Section F: Retirement Eligibility**

Any teacher who would have qualified for retirement during the reduction year shall be permitted to teach that year so as to acquire needed service. This provision may be invoked only once by a teacher.

## **Section G: Fringe Benefits Over Summer**

Teachers subject to lay off for the following school year shall receive fringe benefits during the summer months.

## **Section H: Employee Paid Benefits**

A laid off bargaining unit member may choose to continue existing insurance benefits, with the District continuing paid coverage in proportion to the member's service for the school year. After that point, the member may continue paid coverage in accordance with MESSA's termination benefits, if eligible. And finally, the member may pay for continued coverage in accordance with his/her COBRA rights. When monthly premium payments are required, the member will pay the bargaining unit's per-member group rate for the same coverage as was provided by the District.

## **Section I: Substitute Priority**

A laid off teacher shall, upon application, be granted priority status on the District's substitute teacher list for all areas in which the teacher is qualified.

## **Section J: Recall Guidelines**

A teacher who is laid off shall be appointed to the first vacancy in the School District for which he/she is qualified and certified. Rehiring of laid off teachers shall be in order of seniority provided the employees are qualified and certified for the existing vacancy.

## **Section K: Acquiring Additional Certification**

A teacher who secures additional qualifications and certification while on layoff shall be eligible for recall in both the old and new area of qualification and certification. In addition, such teacher shall have the right to displace a less-senior teacher at the beginning of the school year provided such teacher has notified Human Resources in writing of his/her intent to obtain additional certification no more than ten (10) calendar days after

the receipt of his/her assignment status for that year. Teachers on layoff shall submit written plans for and projected completion date of such additional qualification or certification to the Assistant Superintendent of Human Resources on or before March 1 of the preceding year. Teachers who receive notification of lay off for the ensuing school year prior to the end of the current school year shall submit written plans for and projected completion date of such additional qualification or certification to the Assistant Superintendent of Human Resources prior to June 20 of that year. To be eligible for recall in a new area of certification, a teacher must submit proof of credentials to Human Resources.

#### **Section L: Recall Notification**

Notification of recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of the teacher to notify the District of any change in address.

#### **Section M: Recall Refusal**

A laid off teacher shall be considered laid off until he/she is reinstated in the District or the teacher resigns. Refusal of an offer from the District for a position for which the laid off teacher is certified, qualified and/or licensed or failure to respond within ten (10) week days of the receipt of a written offer of a position made by the District, shall be cause for termination. However, a teacher recalled from layoff shall have the option to take an unpaid leave of absence for the balance of the school year.

#### **Section N: Restoration of Benefits**

All accrued benefits to which a teacher was entitled at the time his/her layoff commenced including unused sick leave will be restored upon his/her return to active employment.

#### **Section O: Involuntary Transfers**

When it is necessary to reduce the number of teachers through layoff, the District shall affect involuntary transfers of teachers to their major area of study as defined in this article as a means of ensuring the retention of as many senior teachers as possible.

#### **Section P: Involuntary Transfer Exemption**

When it is necessary to reduce the number of teachers through layoff, any teacher with twenty (20) years or more seniority in the District may declare himself/herself exempt from involuntary transfer for any reason other than necessary reduction in a department, elimination of a job or position, or building closing. A teacher who wishes to use this exemption must file his/her intent in writing in the Human Resources Office each year by May 1.

#### **Section Q: Minority Hiring**

It is mutually agreed that the District shall exercise the right and responsibility to hire minorities whenever possible to enhance the ethnic ratio of our teaching staff.

## **Section R: Court Orders**

It is understood that the above procedures shall not conflict with currently effective Federal Court Orders. However, should these Court Orders be changed or modified in any way, this article will be open for renegotiation.

## **ARTICLE 28 – CONTRACT REVIEW**

Contract Review is a forum wherein the Association and the Administration meets on a regular basis to discuss evolving issues related to contract maintenance and implementation. It is one of the first levels at which potential problems between employer and employee can be identified and resolved. The commitment of both parties to minimizing conflicts is exemplified by their commitment to discussion of such issues at this level.

### **Section A**

Representatives of the District and the Association will meet on the fourth Tuesday of each month, September through May, at a mutually-agreeable time for the purpose of reviewing the administration of the contract and to resolve problems that may arise. Each party shall be entitled to six (6). In addition, each party may utilize such resource persons as it deems appropriate for any particular meeting. These meetings are not intended to bypass the grievance procedure.

Each party will submit to the other, whenever possible, a week prior to the meeting, an agenda covering what they wish to discuss, except when otherwise agreed.

Should a meeting result in an acceptable amendment of the Agreement, then the amendment shall be subject to ratification by the District and the Association.

### **Section B: Building Representation**

The Association shall designate teachers in each building as Association Representatives (AR's). The principal and Association representatives shall meet, upon request at a mutually-agreeable time, for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meetings are not intended to bypass the grievance procedure.

### **Section C: Successor Agreement**

Bargaining for the successor Agreement shall commence no later than March 15th of the year of expiration.

## **ARTICLE 29 – CONSORTIA**

In the event that the School district decides that it is going to enter into a consortium with one or more other school districts relative to the delivery of educational services, the District will negotiate with the Association relative to wages, hours and other terms and conditions of employment affected by the proposed consortium arrangement.

## **ARTICLE 30 – ACADEMY SCHOOLS**

The Kalamazoo Public Schools will not approve any public school academy without benefit of negotiations with the Kalamazoo Education Association.

Should the Kalamazoo Public Schools participate in any discussion germane to approving a public school academy, the Association will be promptly notified and the Association will be provided all information regarding same to allow a monitoring of the District's discussions. If the District should decide to open an academy, the parties will negotiate wages, hours and working conditions for the bargaining unit work being performed in the academy.

This agreement is only applicable to public school academies established under M.R.C. 380.501.

If new legislation is enacted which authorizes a different type of academy, charter or school of choice, the parties will reopen negotiations to accommodate same.

## **ARTICLE 31 – MENTOR TEACHERS**

### **Section A: Mentees**

Teachers who are in the first three years of their career (mentees) will be assigned to a mentoring cluster. Assignment to a cluster will be determined by a New Teacher Mentoring Advisory Committee. The Association shall submit the names of KEA members to be considered for the committee. The committee shall be no less than 50% Association members selected by the Superintendent from the submitted list. One (1) member shall be appointed by the KEA. Cluster assignments will be made with consideration as to level, content and building assignment. Each cluster will contain first, second and third year mentees where applicable. A new teacher to the District, but not within their first three (3) years of teaching, may also request assignment to a mentoring cluster.

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

Cluster meetings will be structured and led by mentor teachers. Topics and discussions will be designed to assist the mentees with their teaching. Mentees will be required to keep a log of cluster meetings as to dates/times and topics. Logs will have to be signed by the mentee and their mentor and be submitted to the Professional Development Office at the end of each semester.

Mentees will be expected to remain with their assigned cluster for the three (3) years. If in the event that assignment would be questioned, mentees may appeal to move to another cluster by making such appeal to the Professional Development Office who shall refer the appeal to the New Teacher Mentoring Advisory Committee for a decision.

## 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 and interviews may be conducted. Priority will be given first to KEA members who have completed a qualifications match and are assigned to the same building as the mentee and second to KEA members who have completed a qualifications match and are assigned to a different building than the mentee. If more mentors are still needed, the process will be open to retired KEA members who have completed a qualifications match. Recommendations will be made to the Superintendent. All qualifications being otherwise equal, seniority would prevail.

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 will visit the classrooms of their mentees to observe, model and otherwise offer support to each mentee. Release days and compensation will be allocated according to the following schedule:

Mentees	Compensation	Release Days (May be Used in ½ day Increments)
6-8	5 percent of BA base	8
4-5	4 percent of BA base	8
3 or less	3 percent of BA base	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.

## **ARTICLE 32: ELEMENTARY & SECONDARY EDUCATION ACT/NO CHILD LEFT BEHIND (ESEA/NCLB)**

### **Section A: Introduction**

Any changes to the Agreement related to the implementation and/or legislation of ESEA or the NCLB shall be subject to negotiations between the District and the Association and will be applied as defined by ESEA and the Michigan Department of Education.

### **Section B: Notification**

When an elementary school or a secondary school has been identified for school improvement under 20 USC 6316 (b) paragraphs (1) or (5), or for corrective action under paragraph (7), or for restructuring under paragraph (8), the District shall notify the Association of said identification. The District will provide the Association with an opportunity to review the school-level data, including academic assessment data, on which the identification is based. If the Association believes that the identification is in error for statistical or other substantive reasons, upon review, the Association may provide supporting evidence to the District, which shall consider that evidence.

### **Section C: District ESEA Advisory Council**

1. A District ESEA Advisory Council (DEAC) shall be established as a subcommittee of the Teaching and Learning Council for the purpose of district-level oversight and coordination of all activities associated with ESEA compliance. The DEAC shall be comprised of the following District employees:
  - a. the Superintendent of Schools or his/her designee,
  - b. two (2) Administrators – one (1) appointed by the Superintendent and one (1) appointed by the United Auto Workers Local 2150,
  - c. four (4) teachers, mutually appointed by the Kalamazoo Education Association and the Superintendent. If said individuals are not able to agree on said mutual appointment, then two (2) of said teachers shall be appointed by the Kalamazoo Education Association and two (2) shall be appointed by the Superintendent of Schools.

In addition, the committee shall include the following *ad hoc* positions – with respect to the school site under consideration – and selected by mutual agreement of the District and the Association:

- d. two (2) parents of students from the subject school site.
2. Responsibilities: The DEAC will provide input to the School Board regarding District activities resulting from the ESEA/NCLB legislation. Most importantly, the DEAC may:
    - a. Review assessment data and identification of AYP status of school sites;
    - b. Review and evaluate portfolio submissions from those members seeking “Highly Qualified” status (see Section J).
    - c. Review all changes in existing or proposed instructional programs, curricula, and/or school restructuring resulting from ESEA/NCLB prior to the Superintendent’s recommendation to the Board.

### **Section D: School Improvement**

1. School Improvement Team (SIT): At each school site, a SIT shall be established. Teacher representatives that participate on the SIT are voluntary.

2. School Improvement Plan (SIP): No provision of a SIP (or other corrective action) shall alter, modify, violate or supersede this Agreement, except as mutually agreed in writing by the District and the Association.
3. Bargaining: If a local SIT, or the District ESEA Advisory Council, wish to explore a local Plan which would require a waiver and/or modification of the parties' Collective Bargaining Agreement, such waiver and/or modification will be processed through the parties' "Contract Review" process. Upon review, the parties' Contract Review Committee may refer such Plan recommended by the SIT or DEAC to the bargaining representatives of the parties.
4. Compensation: If SIT meetings or activities are scheduled during an employee's regular work day, the employee shall be released from duties without loss of time or pay.

### **Section E: Corrective Action**

In complying with ESEA/NCLB, a School Improvement Plan recommended by the School Improvement Team – or other recommendations arising from the SIT, the District, or an advisory agent – should have considered a variety of remedies including, but not limited to, those actions listed in the MDE document titled "Attachment #3: Michigan Department of Education: Guidelines for Corrective Action and Reconstruction Options (as amended)" – or the most recent version thereof.

### **Section F: Transfer, Layoff, and Recall of Personnel**

Among the options of last resort, a recommendation of corrective action might involve the "reconstitution" or displacement of the professional staff, including teachers. Except as noted in Section G below, the transfer of those teachers affected by such action shall be governed by the language in Article 12 – TRANSFERS AND VACANCIES, and Article 27 – REDUCTION OF PERSONNEL AND RECALL PROCEDURES.

### **Section G: Staffing of Schools Designated as AYP Phase 3, Phase 4, or Phase 5**

Effective immediately, and henceforth, the parties agree:

1. Notification: By March 1, all KEA-represented staff at each of these buildings will be provided the following in writing:
  - a. A copy of this Section of the Agreement;
  - b. A copy of the calendar of summer training (including known proposed dates and locations), where appropriate; AND,
  - c. A copy of the building plan for restructuring, where appropriate.
2. Postings: Applicants for posted positions shall be considered pursuant to the process as outlined in the Magnet School format (Article 12, Section S). The AYP status for each building will also be included in the Career Directory, and updated each year.
3. Longer work year (Phase 4 and Phase 5 schools ONLY): If staff is required to work beyond the normal contract calendar, the designated dates for this work will fall within the five (5) workdays immediately following the last teacher workday in June or the five (5) workdays immediately preceding the first teacher workday in August. This time may be used for training, collaborative planning, curriculum writing, meetings with principal, etc. All such professional development which takes place beyond the normal contract calendar will be compensated at the rate of \$25 per hour.

## **Section H: Class Size**

The District shall apply for all available money under the No Child Left Behind Act of 2001, 20 USC 6301 et seq., for reducing class sizes and shall use said money exclusively to lower class sizes below the maximum allowed under this Agreement.

## **Section I: "Highly Qualified" Status of Professional Staff**

"Highly Qualified" status, as a qualification for any position, will not be applicable until June 30, 2006, or the date designated by the Michigan Dept. of Education, whichever is later. In order for a member to have "Highly Qualified" status for a position, the member must demonstrate attainment of one or more of the benchmarks identified in the U.S. Dept. of Education's "Highly Qualified" flowchart – or the most recent version thereof – including the state-approved portfolio option of the "HOUSSE" benchmark.

Human Resources will annually obtain information from the Michigan Dept. of Education regarding the "Highly Qualified" status of each member, and will advise those who are not so qualified for their current position. Human Resources will also monitor and advise whether a member is "Highly Qualified" for a prospective position to which the member may seek transfer.

For the purpose of staffing for the 2005-06 school year, if a teacher is "Highly Qualified" for his/her current position under ESEA/NCLB, the District will attempt to leave the teacher in said position, subject to the terms of the collective bargaining agreement. Starting with the 2006-07 school year, a teacher must be "Highly Qualified" for their assignment.

A teacher that has been recognized as "Highly Qualified" under the ESEA/NCLB by this school district or another Michigan school district shall be recognized as "Highly Qualified" by this school district for the duration of his/her employment.

Except in the case of fraudulent credentials, the District will assume all liability for the assignment of any member to a position – either in full, or in part – for which the member is not "Highly Qualified."

## **Section J: Portfolio Review**

Under the state-approved portfolio option of the "HOUSSE" benchmark of the U.S. Dept. of Education's "Highly Qualified" flowchart – or the most recent version thereof – a member may demonstrate "Highly Qualified" status by means of a portfolio detailing his/her training and experience. The format, criteria, and assessment instrument, for such portfolio shall be the same as the most recent version recommended by the Michigan Dept. of Education. Said portfolio shall be submitted to Human Resources, which will forward it to the District ESEA Advisory Council.

For the purpose of portfolio review and approval, only those members of the DEAC who are employees of the District shall serve as the portfolio review committee. Approval of a portfolio shall be based on agreement of a majority of said members. Upon approval of a portfolio, Human Resources will notify the appropriate state agency of the member's "Highly Qualified" status.

## **Section K: Costs of Becoming "Highly Qualified"**

The District will make funds available for the purpose of assisting bargaining unit members to attain "Highly Qualified" status for a position for which the member is not already "Highly Qualified." Said funds shall be applied, but may not be limited, to the following purposes:



1. Reimbursement/payment of the fee to take the Michigan Test for Teacher Certification (MTTC) subject area examination;
2. Pre-approved expenses for members to attend professional development workshops, seminars, etc. that would meet qualification requirements;

Upon request to Human Resources or the building principal by the District, and presentation of appropriate documentation, reimbursement to a bargaining unit member shall be made for expenses incurred for participating in one or more of the above activities.

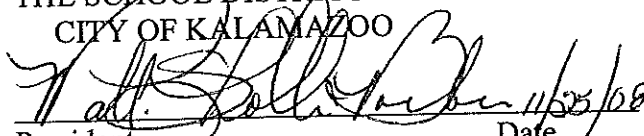

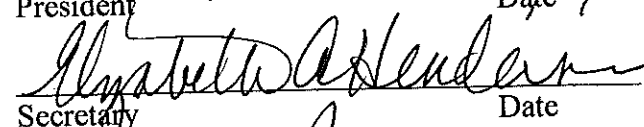
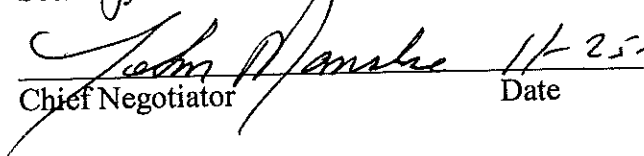
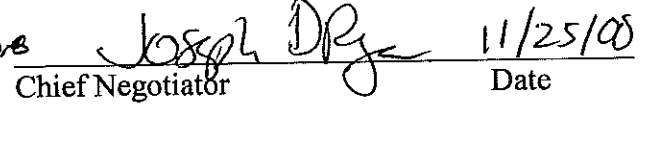
To the extent that a member may seek to become "multiply Highly Qualified" in order to be eligible for another position not currently held, provision 1 above shall also apply. All other tuition reimbursements shall be governed by Article 22 – PROFESSIONAL COMPENSATION in the Agreement.

### ARTICLE 33 – DURATION OF AGREEMENT

THIS AGREEMENT supersedes all previous Articles of Agreement between the parties and shall become effective as of the 16th day of August, 2008, and shall remain effective until the 16th day of August, 2009.

THE SCHOOL DISTRICT OF THE  
CITY OF KALAMAZOO

THE KALAMAZOO EDUCATION  
ASSOCIATION

	11/25/08		11/25/08
President	Date	President	Date
			
Secretary	Date	Secretary	Date
	11-25-08		11/25/08
Chief Negotiator	Date	Chief Negotiator	Date

### OTHER AGREEMENTS

#### 1. SUBSTITUTES

The District will study the feasibility of establishing a preferred substitute pool.

#### 2. The following issues will be moved to the Contract Review forum for further review by the parties:

- A. Flagging of 504 Students
- B. Letter of Agreement regarding risk-management and safety training for all athletic coaches.

**LETTER OF AGREEMENT #1**  
**between the**  
**KALAMAZOO PUBLIC SCHOOLS**  
**and the**  
**KALAMAZOO EDUCATION ASSOCIATION**

**RE: Middle School Implementation**

Currently, the middle school program requires revision to enhance the amount and degree of instruction available for students in their most difficult formative years. Concurrently, 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 schooler (i.e., block-of-time scheduling, interdisciplinary teaming, independent study, individualized instruction, study activity clubs, flexibility scheduling, advisor-advisee program, utilization of multilevel and multimedia resources, flexible grouping, balance of teacher-and student-directed activities).

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 middle school program. The parties have agreed that the following provisions shall be effective upon implementation of a middle school program by the School District:

1. The parties recognize that upon the implementation of a middle school, the District will establish a seven (7) period day. The weekly teaching load in the middle school for all full-time teachers will average (over each two week period) 27 ½ periods and 7 ½ periods of assigned preparation periods for planning. The regular scheduling of a teaching load shall alternate with twenty-seven (27) periods of instruction and eight (8) planning periods one week followed by a week consisting of twenty-eight (28) periods of instruction and seven (7) planning periods.

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.

2. With the exception of classes in music, study hall 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 155 students. It is the intent that regular classes have approximately twenty-seven (27) students and every-other-day classes should not exceed twenty (20) students. The maximum for physical education will be 230 students per marking period for 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 27 ½ minutes in duration. Teachers will not be required to remain in the building during this time provided they notify the building office.
4. The following additions to the current contractual provisions on qualifications have been agreed to by the parties:
  - A. The District does not intend that the sixth grade will be a part of the Middle School program for the 1992-93 school years.
  - B. When building schedules permit, every-other-day classes in the Middle School, for which there is no recognized state certification for teachers, will first be offered to building staff with training and/or background.

5. The parties have agreed that no teacher in the core courses (3 or more classes) will be assigned more than three (3) preparations per marking period. Teachers assigned to teach more than one core subject will not be assigned more than four (4) preparations per marking period. In all other areas, the building principal shall make every effort to keep the number of daily preparations at a minimum.
6. The parties have agreed that there will be six (6) week marking periods for the middle school program. To facilitate this, one-half ( $\frac{1}{2}$ ) day of record keeping will be provided at the end of marking periods 1, 2, 4, and 5. At least one-half ( $\frac{1}{2}$ ) day of record keeping will be provided at the end of the first semester (marking period 3), with the remainder of that same day being a faculty team decision, and one (1) full day of record keeping will be provided at the end of marking period 6 for the end of the year grades. All bargaining unit members will receive the one-half ( $\frac{1}{2}$ ) day of record keeping time with five (5) days of the end of the marking period. Staff members will receive their record keeping time prior to the end of the marking period reports due. Mid-marking period reports may be utilized at the option of each middle school teacher.
7. 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. 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 Union's permission through additional negotiations. Any attempt by the District to effectuate such a unilateral change without agreement of the Union would result in a return to the middle school provisions the following school year.

8. 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 appointed by the Education Association and four (4) administrators appointed by the School District. 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 has 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.

**LETTER OF AGREEMENT #2**  
**between the**  
**KALAMAZOO PUBLIC SCHOOLS**  
**and the**  
**KALAMAZOO EDUCATION ASSOCIATION**

**RE: Secondary Class Size**

The parties are in agreement that procedures will be developed to guide the secondary assignment process. Points to be followed in preparing the procedures include: balance within departments, balance between departments, requirement that each full-time teacher teach at least 3 classes (or 3 hour periods), and provisions that non-teaching assignments will be minimized. The union will have input during preparations and will receive final copies of the procedure.

**LETTER OF AGREEMENT #3**  
**between the**  
**KALAMAZOO PUBLIC SCHOOLS**  
**and the**  
**KALAMAZOO EDUCATION ASSOCIATION**

**RE: Tenure Teacher Evaluation Instrument**

The parties agree that during the 2004-2005 school year they will mutually develop a new tenure teacher evaluation instrument.

For the District:

For the Association:

\_\_\_\_\_

\_\_\_\_\_

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

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

**LETTER OF AGREEMENT #4**  
**between**  
**The School District of the City of Kalamazoo**  
**and**  
**The Kalamazoo Education Association**

**RE: Staffing For Racial Balance**

**I. MINORITY RECRUITMENT AND HIRING**

The parties agree that the achievement and maintenance of a racially representative and balanced teaching staff depends upon an effective program to recruit, hire and retain persons of color. To that end, the parties have cooperatively developed a recruitment and retention program. Implementation of the plan shall commence upon approval of this Agreement. The District agrees to provide the funding and other resources necessary to fully develop and implement the plan. The plan shall contain at least the following elements:

- A. Annual and long-term goals and objectives.
- B. Major activities that will be conducted during the current year.

What follows is an outline of major activities which the parties believe to be essential to an effective plan. Not all of the activities will be completed in any one year and several are of a nature that requires continued development to achieve the desired purpose. As the plan emerges and as additional work is completed, some of these activities may be dropped or modified and additional activities could be added.

- 1) Identify teaching needs: grades, subject, etc., as well as the number and kind of staff required.
- 2) Identify potential candidates:
  - a) College graduates
  - b) Certified Michigan teachers who may wish to relocate or who have been laid off
  - c) Current employees who are certified
  - d) Michigan teachers who are recertifying or out of state people requesting Michigan certification
- 3) Recruit:
  - a) College Recruitment:
    - Choose sites for recruiting activity
    - Develop a recruiting team of teachers and administrators and train them to interview, select and hire applicants
    - Design the on-site process:
      - Identify pre-visit information from college and applicant
      - Program and requirements for graduation
      - Transcripts
      - Test data
      - References
    - Design applicant interview and train interviewers
    - Provide applicant with packet of information:
      - School district program and opportunities
      - City and community cultural, educational, recreational opportunities, housing rental and purchases
      - Michigan information

- b) Other candidates
  - Design process:
    - Identify information needed in application
    - Interview
    - Information packet
  - Information Day – visit Kalamazoo
  - Social activities
  - Program about school district and community
  - Visit other selected sites throughout the state and replicate program to attract applicants to Kalamazoo
  - Certified employees not currently teaching
- 4) Design follow up process – use networking:
  - a) Identify preferred candidates and help them make community connections
  - b) If there are candidates we want but haven't been able to sign to a contract, find a connection in Kalamazoo to help us get a contract.
- 5) Support Services and Incentives:
  - a) Financial assistance prior to going on payroll or other help in obtaining loans
  - b) Support groups for new employees within organization:
    - Orientation
    - Social
    - Professional
  - c) Buddy system provided
  - d) Community support groups to involve and welcome new members of the professional community
- 6) Networking:
  - a) Establish local contracts to help recruiting efforts at colleges and universities
  - b) Community network to help close contracts
  - c) Community network to help make new members of the community welcome
- 7) Advertising and Marketing:
  - a) Select most effective publications to aid in recruiting effort as needed
  - b) Tools to use to market the district
  - c) Electronic media
- 8) Developmental Program:
  - a) Career ladders for current employees who may wish to become a teacher
  - b) Cross over college major who may switch to education

The next step is for the parties to select representatives and develop the annual long-range plan including goals, activities, responsibilities, budget and evaluation components as specified in the above 1-8 of this section.

- C. A time/task/responsibility chart that links activities with individuals or office responsible for the activity and a calendar that specifies when the tasks must be completed.
- D. A budget to ensure the activities can be carried out and funds are allocated to complete the annual plan.
- E. An annual evaluation of results and appropriate follow-up to adjust subsequent efforts.

II. The Kalamazoo Public School District shall staff for racial balance using an agreed upon standard and procedure as described below. Each year in January representatives of the district and the union will meet and review the following information:

- A. The number and race of regular classroom teachers at each of the elementary schools in the district.
- B. The number and race of all classroom teachers at each of the secondary schools in the district.
- C. The number and race of each of the teachers in special areas at each of the elementary schools in the district including: special education, art, music, physical education, library, counselors, funded programs such as Chapter I, Article 3, Bilingual, Migrant, Academically Talented, etc. Art, music and physical education teachers at secondary are included as classroom teachers in II-B above.
- D. Data will be prepared by the district and reviewed by the parties on whether the individual schools meet the standard for the current year and possible changes for the next year regarding standards and compliance. If either Test I or Test II is met, the standard is met.

1) TEST I will be the district percentage of regular classroom teachers of color by level (elementary and secondary) plus or minus 5 percent rounded off to nearest whole number. Example: If the number of regular classroom teachers at elementary is 260 and the number of teachers of color is 39, the percentage of regular classroom teachers of color is  $39 \div 260$  or 15 percent. The range would be 15 plus or minus 5 which is 10 percent to 20 percent. To determine if a building is within the range, count the number of regular classroom teachers and of those, the number who are persons of color. Let's suppose 30 teachers, 5 of who are persons of color; the range is 10 percent to 20 percent. 10 percent of 30 is 3, 20 percent of 30 is 6; therefore, the range is 3 – 6 regular classroom teachers of color to meet Test I. The example had 5 teachers, therefore this meets Test I, and the school is in compliance.

2) TEST II will be at least one regular classroom of color at each school or district average of regular classroom teachers of color (percentage) times number of teachers in a building rounded off to the nearest whole number, plus or minus two teachers. Example: Using the same information form the previous example: The average is 15 percent; to determine the range, multiply the percentage (15) by the number of teachers in the building (30) and add and subtract two (2).

$$.15(30) = 4.5 \quad 4.5 - 2 = 2.5 \quad 4.5 + 2 = 6.5$$

Since we are dealing with whole numbers, in elementary the range would be 3 – 7. Looking back at our example, there were 5 regular classroom teachers of color. Therefore, this school meets Test II as well as Test I. NOTE: it is important to state that the minimum is at least one regular classroom teacher of color and then either Test I or Test II must be met. All calculations are also finally rounded off to the nearest whole number at elementary since we are not dealing with teachers other than regular classroom teachers. At secondary, all calculations will be in full-time equivalents (FTE's) and the numbers will be rounded off to the nearest tenth.

After reviewing the data, it may become necessary to plan to assign teachers to schools for the next year in order to comply with the standards. The following steps will be used to complete this process within the regular staffing and assignment process. The district and K.E.A. will cooperatively inform all building level staff as to the staffing need to achieve affirmative action goals for that particular year. The district and K.E.A. will jointly seek voluntary solutions and will jointly encourage staff to volunteer for specific openings to comply with the standard.

- a) The district shall first use voluntary transfers to fill open positions.
- b) If transfers do not result in meeting the standard, new hires will be assigned when appropriate to existing open positions to meet the standard.

- c) If voluntary transfers and the assignment of new hires to existing open position do not meet the standard, the assignment of special area teachers in art, music, physical education and library will be considered as a temporary adjustment. Teachers in these areas at elementary schools in the district will be counted on a full-time equivalent (FTE) basis and "added in" to the regular classroom staff to meet the standard. This procedure would be used only as a last resort to avoid involuntary transfers and in no case would be applied two year in a row.
- d) If the standard is not met in a building and more than one teacher applies for a vacancy, the position will be awarded to the teacher of color even if he/she is less senior. The more senior teacher, however, will be given involuntary transfer rights to the next available position at that site in the same grade level and/or same content area.
- e) This process will be repeated from year to year as the applied standard is enforced.

It is understood by the parties that the standard will change as teachers are hired or terminated. If the district is successful in recruiting, hiring, and retaining persons of color, the minimum standard will increase.

### III. MONITORING RACIAL BALANCE

The parties agree that in order to make timely and appropriate staffing decisions, the racial balance process must be regularly and consistently monitored. The parties further agree that they will continue to work together to implement and monitor this plan and jointly resolve problems if they occur. The following timeline will be used:

- A. Collect data by mid-October
- B. Analyze data during the months of November and December
- C. Decide the District's needs during January
- D. Verify data in February
- E. Recruit in March
- F. Commence hiring as soon as appropriate
- G. Review staff assignments following each posting

### IV. TRANSFERS

With regard to staff who may have been denied a transfer, the parties agree that within the rules and standards that were specified in II above, certain teachers may be restored to their former positions. Every effort will be made to effectuate these remedies for the immediate school year.

KALAMAZOO EDUCATION ASSOCIATION

/s/ Millie Lambert

May 10, 2006

DATE

THE KALAMAZOO PUBLIC SCHOOLS

/s/ Mary Weber

May 10, 2006

DATE



**LETTER OF AGREEMENT #5**  
**between**  
**KALAMAZOO PUBLIC SCHOOLS**  
**and the**  
**KALAMAZOO EDUCATION ASSOCIATION**

**RE: School Improvement/Site-Based Decision Making**

The Parties are aware that legislation requires each school site to have a School Improvement Team which uses a site-based decision making plan.

The Parties agree that decisions of staffing and policies which would directly effect other school sites or District policy, and salary/wages, benefits and professional employee performance will not be appropriate decisions for School Improvement Teams.

If a local School Improvement Team wishes to explore a local policy which would require a waiver and/or modification of the Parties' Collective Bargaining Agreement, and waiver and/or modification will be processed through the Parties' "Contract Review" process.

It is agreed that KEA member participation on School Improvement Teams is voluntary. Said volunteers for the School Improvement Teams will be elected yearly by the site's bargaining unit members.

All School Improvement Team meetings and agendas will be publicized and open to all staff.

School Improvement Team meetings shall not take place on the second Tuesday of each month or the third Monday of each month.

The District will work cooperatively with the KEA to ensure equitable bargaining unit membership on School Improvement Teams.

/s/ Art Sweet  
For the Kalamazoo Public Schools

/s/ Ron Bacon  
For the Kalamazoo Education Association

11-21-94  
Date

11-21-04  
Date

**LETTER OF AGREEMENT #6**  
**between**  
**The School District of the City of Kalamazoo**  
**and the**  
**Kalamazoo Education Association**

**Re: Least Restrictive Environment**

Upon signing of this Agreement, the District shall promptly meet with the Association and fully advise it regarding the history and status of all current or prospective planning activities relating to the implementation of the Least Restrictive Environment (LRE) concept in the District. Whether such planning has commenced or not, from the signing of this Agreement forward, whenever such planning activities occur, the District shall assure that the Association shall be consulted in any planning process involving the District.

In cases where plans are completed without initial Association participation and are already in the process of implementation, the Association shall be provided the opportunity to review and recommend modifications.

To facilitate such consultation, it is agreed that the Association will establish a standing committee on Special Education. At least once a month, the director of Special Education and/or his/her coordinators shall meet with the Standing Committee with regard to the current program and new programs relative to LRE under consideration by either the District or the I.S.D. Input will be sought in regard to all current and future programming.

All piloting and inclusive education shall continue to involve consultation with the Association and consultation with and training of the affected staff.

Such participation as outlined in this Letter of Agreement shall neither expressly nor by implication be deemed to be a waiver of the Association's right to bargain any working condition in accordance with its responsibilities pursuant to the Public Employment Relations Act, as amended.

**LETTER OF AGREEMENT #7**  
**between the**  
**KALAMAZOO EDUCATION ASSOCIATION**  
**and**  
**THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO**

**RE: Block Scheduling at 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 Block Scheduling at Kalamazoo Central and Loy Norrix High Schools.

**I. Grade 9 (Kalamazoo Central and Loy Norrix):**

- A. Ninth grade students will be organized into small learning communities called "Freshman Academies" at Kalamazoo Central and Loy Norrix High Schools commencing with the 2006-2007 school year.
- 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 at the start of the 4<sup>th</sup> week of each semester.
- C. Each regular school day for a student in Freshman Academy shall consist of four (4) sixty-eight (68) minute periods and one (1) ninety (90) minute instructional block.
- D. Teachers assigned to teach English, mathematics, science, and social studies in the same Freshman Academy shall receive their planning time during the same one (1) ninety (90) minute block per day. A special education teacher, responsible for providing services to special education students assigned to a Freshman Academy, shall be included as a member of a Freshman Academy teaching team, and shall have the same ninety (90) minute block of planning.
- E. The District shall provide a thirty (30) minute duty-free lunch period for all Association members. At Kalamazoo Central, passing time between the sixty-nine (69) minute periods shall be four (4) minutes in length. At Loy Norrix, passing time between the sixty-eight (68) minute periods shall be six (6) minutes in length.
- F. The District shall provide each full-time teacher with a ninety (90) minute planning period per school day. A portion of said planning time, not to exceed 90 minutes per week, will be utilized for team planning. Team planning and regular planning periods for a part-time staff member shall be pro-rated in accordance with his/her assignment.
- G. The District shall make every effort to keep the number of preparations for each teacher to a minimum. It is expected that the normal load of preparations be four (4), but in no case will a teacher be assigned more than six (6) preparations per year.
- H. There will be no partial Academies and no split teacher assignments between teams.
- I. Each Freshman Academy shall have an Academy Team Leader, selected according to the provisions stated in Section III 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.

## II. Grades 10-12:

- A. Beginning with the 2006-2007 school year, six (6) theme-based schools will be established at Kalamazoo Central. In each theme-based school, the regular school day shall consist of four (4) ninety (90) minute instructional blocks for students. Some classes may be run on an "every-other-day" (EOD) basis (e.g., music, etc.)

Beginning with the 2008-2009 school year, four (4) houses will be created at Loy Norrix. One (1) house shall be called the Success Academy and the other three (3) houses may be given specific names but the names will not be related to any theme or content criteria. All non-freshmen academy staff will be assigned to one (1) of the four (4) houses. In each house, the regular school day shall consist of four (4) ninety (90) minute instructional blocks for students. Some classes may be run on an "every other day" (EOD) basis (e.g., Music, etc.). In the event that the Success Academy design needs to be modified for the 2008-2009 school year, such modifications shall be done through a separate Letter of Agreement which shall be entered into no later than May 1, 2008.

- B. Passing time between classes shall be six (6) minutes in length. The District shall provide a thirty (30) minute duty-free lunch period for all Association members.
- C. The District shall provide each full-time teacher with a ninety (90) minute planning period per school day. A portion of said planning time, not to exceed 90 minutes per week, will be utilized for team planning. Team planning and regular planning periods for a part-time staff member shall be prorated in accordance with his/her teaching assignment.
- D. The District shall make every effort to keep the number of preparations for each teacher to a minimum. Under the block, it is expected that the normal load of preparations be four (4), but in no case will a teacher be assigned more than six (6) preparations per year.
- E. Schedules for teachers with assignments in more than one building shall be coordinated by the District on a case-by-case basis.
- F. Each theme-based school or house shall have a Team Leader, selected according to the provisions stated in Section III of this letter, who will be a member of the team and teach a full schedule of classes, where appropriate. The Team Leader will be responsible for coordination of goals as determined by the team. See Section III below for more details.
- G. Loy Norrix Participants in the Success Academy shall be among those Freshmen who have not earned all or some of their core (English, math, science, social studies) credits during Freshmen year. Every effort will be made to assist Success Academy students in achieving credit in their core classes by the completion of one year in the Success Academy. Criteria for the selection of the participants in the Success Academy shall be developed with the involvement of staff. Volunteers shall be sought to teach in the Success Academy.

## III. Freshman Academy and Team Leaders:

- A. **Selection:** Each Freshman Academy (grade 9) and each Team/house (grades 10-12, shall have a team leader who shall be jointly selected by the principal and the respective members of each team, no later than May 15<sup>th</sup>, for the ensuing school year. Such Academy or Team Leaders shall be compensated in accordance with the extra-duty schedule applicable thereto. 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 15<sup>th</sup>, 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 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 or team. The decision of the committee shall be binding. If such committee cannot reach a decision by June 15th, the Superintendent shall be notified, and will have thirty (30) calendar days to make a final determination.

For implementation in the 2007-2008 school year, the parties agree that said team leaders at Loy Norrix shall be determined by the method above for the second semester of 2007-08 and shall remain in place for the remainder of that year. The selection of the team leaders will be done by each team no later than May 15<sup>th</sup>, 2008 for the ensuing school year, in accordance with the process outlined in the paragraph above.

- B. Compensation: Academy and Team Leaders will be compensated an additional ten (10%) percent of the BA Base for their additional responsibilities. For the second semester of the 2007-2008 school year only, the Loy Norrix team leaders shall be compensated an additional five (5%) percent of the BA Base for their additional responsibilities. Beginning with the 2008-2009 school year, the full ten (10%) percent of the BA Base shall apply.

#### IV. Additional Conditions Related to the Block Schedule:

- A. The District shall ensure that scheduling is appropriately coordinated with EFE, EFA, and KAMSC classes that exist outside of the Kalamazoo Central and Loy Norrix High School environments.
- B. Mid-quarter marking reports shall be required for all students. The period being evaluated in the mid-quarter marking report shall be the first four (4) weeks of each nine (9) week period. During the following week (5<sup>th</sup> week of the quarter) in which the reports are being completed by the teacher, there shall be no utilization of planning time for team planning, unless such is otherwise altered by the team.
- C. One (1) session of conferences, no longer than three (3) hours in duration, shall be scheduled at the middle of each quarter. Comp time for said conferences shall be scheduled per the Calendar Agreement.
- D. High School exams shall take place prior to the end of each quarter, per the Calendar Agreement. There shall be no more than two (2) exams per day, on each of two (2) days at the end of each quarter of the school year. Exams will take place in the AM, and records shall take place in the PM on those days.

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 housed at KCHS/LNHS for records days per the Calendar Agreement.

Grades for nine (9) week courses are not due until 8:00 a.m. on the first scheduled work day of the week following exams.

- E. This Letter of Agreement is for the 2007-2008 AND 2008-2009 school years and may be renewed and/or renegotiated no later than January 1, 2009, upon the agreement of both parties. If not renewed or renegotiated, the high schools' program (grades 9-12) will revert back to the original Block Schedule Letter of Agreement #7 from the 2003-2005 contract or to a six (6) period day as set forth in the primary Agreement.
- F. This Letter of Agreement neither sets a precedent nor constitutes a practice.

KALAMAZOO PUBLIC SCHOOLS

By: \_\_\_\_\_

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

KALAMAZOO EDUCATION ASSOCIATION

By: \_\_\_\_\_

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

**LETTER OF AGREEMENT #8**  
between  
**THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO**  
and the  
**KALAMAZOO EDUCATION ASSOCIATION**

**RE: Overpayment and Underpayments**

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

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

The discovery period for discrepancies is limited to discrepancies within the current school year and the school year immediately preceding it. For ten month employees the summer is considered to be part of the school year just ended.

1. If the employee is underpaid in the time period identified above the District shall contact the employee to determine if a preferred method of reimbursement to the employee exists.
2. If the employee is overpaid and overpayment shall be returned to the District in the same manner in which it was received by the employer (i.e., overpayments received over 12 months of checks shall be repaid to the District over 12 months of checks).

The School District of the City of  
Kalamazoo

/s/ Arthur B. Sweet  
Arthur B. Sweet

Date: May 16, 1991

Kalamazoo Education Association

/s/ Millie Lambert  
Millie Lambert

Date: May 16, 1991

**LETTER OF AGREEMENT #9**  
**between the**  
**KALAMAZOO PUBLIC SCHOOLS**  
**and the**  
**KALAMAZOO EDUCATION ASSOCIATION**

**RE: Grade Change**

1. Except as provided in this Letter of Agreement, the board of the Kalamazoo school district shall not permit any board member, superintendent, assistant superintendent, principal, assistant principal, guidance director, teacher, or any other person to change a grade given to a pupil by a teacher unless the teacher who gave the grade to the pupil is informed in writing of one or more reasons why the grade should be changed and the teacher concurs in the grade change.
2. An administrator, or his/her assistant administrator as designated, shall be responsible for receiving and handling grade change requests, including informing the involved teachers and the affected pupil. Challenge(s), if any, will be made in a timely fashion. If the teacher who gave the grade does not concur in a grade change proposed, a teacher in the school, a counselor in the school, or the principal of the school, after consulting with the teacher who gave the grade and the proponent of the grade change, may cause a review panel described below to convene to consider a grade change. A person causing a review panel to convene shall file a notice to that effect with the board designee, and the review panel shall meet to consider the proposed grade change within 20 days after the notice is filed with the board. After evaluating the reasons for the proposed grade change, the review panel, by a majority of its members, may approve, disapprove, or modify the proposed grade change. The review panel shall not approve a proposed grade change, or approve a proposed grade change as modified by the review panel, unless the review panel finds that the proponent of the grade change has met the burden of establishing that there was no rational basis for the challenged grade under the teacher's established grading procedures.
3. A review panel shall not convene unless the proponent of the grade change submits a request for the grade change to the principal in writing setting forth the reasons for the grade change within 30 days after the pupil received the grade.
4. A review panel considering a grade change under this section shall be composed of 3 teachers selected by their bargaining unit (at least 1 teacher from the department/grade being reviewed), 1 board member selected by the board, and the district superintendent or the superintendent's designee. The person who causes the review panel to convene shall not serve as a member of the review panel.
5. The teacher who gave the grade or the proponent of the grade change may appeal the written decision of the review panel to the board no later than 30 days after the date of the decision. The board shall consider the appeal at a meeting of the board at which the reasons for and against the proposed grade change are reviewed. The board, by a majority of the board members elected and serving, may approve or disapprove the decision of the review panel. The decision of the board on whether or not the grade is to be changed is final.
6. If there is no timely appeal, the decision of the review panel is final.
7. If a pupil's grade is changed by a review panel or school board, a notation shall be made in the pupil's record that the grade change was made by a review panel or school board.
8. All meetings of the review panel shall be held at a time mutually acceptable among the parties involved.



9. The review panel shall render a written decision with rationale for their position no later than seven (7) business days after the hearing. A copy of the decision shall be delivered by the administrator to both the affected teacher and the pupil.
10. All proceedings under the article shall comply with the requirements of the Family Educational Rights and Privacy Act of 1974, with regards to the confidentiality of student records.
11. No one may serve on the review panel who is identified as having a potential conflict of interest in the matter.

/s/ Art Sweet  
For the Kalamazoo Public Schools

/s/ Ron Bacon  
For the Kalamazoo Education Association

11/21/94  
Date

11/21/94  
Date

**LETTER OF AGREEMENT #10**  
**between the**  
**KALAMAZOO EDUCATION ASSOCIATION**  
**and the**  
**KALAMAZOO PUBLIC SCHOOLS**

**RE: Staffing of Counselor Position Vacancies**

In recognition that race and gender do impact the school counselor role, the following measures will be implemented to facilitate racial and gender balance with regard to the staffing of counselor position vacancies within the District:

1. The District agrees to internally recruit minority and gender balanced counselors from the KEA bargaining unit in an ongoing manner. To facilitate such recruitment, the District also agrees to grant unpaid sabbaticals for bargaining unit members for the completion of the degree requirements for such positions.
2. The District and the KEA will work cooperatively to provide opportunities for bargaining unit members to have the clinical requirement for the degree completed within the District.
3. A committee, consisting of representatives of the District and the Association, will develop the implementation process for determining individual site needs. Said process will be presented to the KEA and the District for final approval.
4. The District also agrees that no KEA member shall be involuntarily transferred to another site or position to satisfy balancing by race or gender.
5. During the staffing process, the District and the KEA agree to hold counselor position vacancies for either minority or majority internal candidates or male or female candidates (dependent on the requirement for the site). If there is no internal minority or majority counselor applicant or male or female candidate for the vacant position (dependent on the need), the position shall be filled from within the remaining internal applicants. The District shall not move to hire external applicants to fulfill the race criteria provided there are certified internal applicants.

For the Kalamazoo Education Association

For the Kalamazoo Public Schools

\_\_\_\_\_

\_\_\_\_\_

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

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

**LETTER OF AGREEMENT #11**  
between the  
**KALAMAZOO EDUCATION ASSOCIATION**  
and the  
**KALAMAZOO PUBLIC SCHOOLS**

**Re: Block Scheduling**

1. Both parties to this Agreement are committed to involving the teaching staff in meaningful input regarding the development and implementation of block scheduling, thereby assuring all parties that the District's teaching staff has had the opportunity for direct input into the Board's decision-making process as block scheduling is developed and implemented. Prior to a final decision, the plan will be forwarded to the KEA for input. The results of the building decision process will be forwarded to the Superintendent and the Board Curriculum Committee prior to any final decision on block scheduling.
2. The parties agree that if the class period length increases, they shall meet for the purpose of negotiating the length of teacher planning time prior to implementation. Each teacher shall have a minimum of 275 minutes of planning time per week, implemented on a daily basis. Daily planning time shall be increments of no less than forty (40) minutes.
3. If said block-scheduling is implemented, class size levels shall not exceed the 1997—98 contractual secondary class size levels. No teacher shall be required to grade more than one hundred sixty (160) students per grading period.
4. If a block-scheduling arrangement is terminated, the daily schedule shall revert to the previous six (6) period day.
5. If any other portions of the proposed block schedule deviate from the Master Agreement, said items shall become a subject of negotiation between the parties prior to implementation.

/s/ Iris K. Salters  
For the Kalamazoo Education Association

/s/ Arthur Sweet  
For the Kalamazoo Public Schools

3/27/98  
Date

3/26/98  
Date

**LETTER OF AGREEMENT #12**  
**between**  
**THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO**  
**and the**  
**KALAMAZOO EDUCATION ASSOCIATION**

**RE: Mutual Study Committees – Student Discipline**

NOW COMES the Kalamazoo Public Schools and the Kalamazoo Education Association, and said parties do hereby agree to the following:

1. That during the collective bargaining for the 2003-2004 Agreement, said parties expressed mutual interest in learning about the issue of student discipline as it relates to overall programs and services in order to better understand the options and procedures that might be available for implementation in the Kalamazoo Public Schools District.
2. Further, both parties agree to commit the time and personnel necessary to participate in this inquiry which will include such items as research, visitations and/or attendance at related workshops.
3. The parties will select their own participants for this study groups with the understanding that group dynamics and schedule coordination will influence the size of the groups, but also with the understanding that critical stakeholders are necessary in order to maximize the quality of this mutual learning opportunity.
4. The study groups will complete its projects on or before April 1st of the 2004-2005 school year.
5. Nothing in this Agreement shall in any way limit either party from the study and analysis of other issues pertinent to the parties' Collective Bargaining Agreement. Either party may initiate other unilateral inquiry and analysis, or either party may ask the other to participate in other mutually agreed to research and analysis.

KALAMAZOO PUBLIC SCHOOLS

KALAMAZOO EDUCATION ASSOCIATION

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**LETTER OF AGREEMENT #13**  
**between**  
**THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO**  
**and the**  
**KALAMAZOO EDUCATION ASSOCIATION**

**RE: Family and Medical Leave**

Kalamazoo Public School will provide teachers job protected leave for certain family and medical reasons. Full-time teachers who have worked for Kalamazoo Public Schools for at least twelve (12) months and for 1,250 hours over the previous twelve (12) months of employment are eligible. In all respects, leaves of absence under this policy shall be administered and provided for in a manner consistent with the Family and Medical Leave Act of 1993 and its published regulations.

1. Purpose of Leave

Up to twelve (12) weeks of leave may be granted for any of the following reasons:

- a. To care for the employee's child after birth or placement for adoption to foster care; or
- b. To care for the employee's spouse, son, daughter or parent who has a serious health condition. (This is in addition to Article XIX, Section B.)
- c. Up to eighteen (18) weeks of leave may be granted for a serious health condition that makes the employee unable to perform the employee's job.

Leaves in excess of the time periods indicated above may be granted for up to one (1) year within the sole discretion of the Superintendent and subject to conditions as established by the Superintendent.

2. Notice, Duration and Certification

When the need for leave is foreseeable, employees are expected to provide thirty (30) days advance notice. When not foreseeable, employees are required to provide notice of the need for leave as soon as practicable. When leave is needed for planned medical treatment, teachers must attempt to schedule treatment so that appropriate notice may result in the denial of leave.

Leave for a newborn or newly placed child may be taken only within twelve (12) months from the date of birth or placement and may only be taken continuously.

In order to avoid disruption to students, the duration and timing of a leave shall be subject to the limitations of the Family and Medical Leave Act (FMLA) pertaining to leaves near the end of an academic term.

When medically necessary, leave to care for a family member or for the employee's own serious health condition may be taken on an intermittent or a reduced work schedule basis. If a teacher requests intermittent leave for foreseeable treatment, either for a family member or for the teacher and the teacher would be on leave for more than 20% of the total number of working days during the period of planned treatment, Kalamazoo Public Schools may require the teacher to either take leave for a period or periods of a particular duration or temporarily transfer the teacher to an equivalent position which is better suited to periods of intermittent or reduced schedule leave. All time taken, whether by choice or requirement, will count toward the teacher's annual entitlement for family and medical leave.

Kalamazoo Public Schools 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 Kalamazoo Public Schools' 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 Kalamazoo Public Schools and the expected date of return. For leaves in excess of twelve (12) weeks, the medical certification must be from an MD/DO. The medical certification to support a leave for family medical reasons must include a statement indicating that the teacher'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 teacher's presence would be beneficial.

When leave is required for a serious health condition, the teacher will normally be given fifteen (15) calendar days to obtain the necessary medical certifications to support the leave. The teacher will be required, unless Kalamazoo Public Schools waives the requirement, to recertify the need for the leave at least every thirty (30) days and must report in on a periodic basis no less than every two (2) 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 any Kalamazoo Public Schools teacher agreement. At Kalamazoo Public Schools' or the teacher's option, accrued, but unused, paid vacation leave or personal days may be substituted for unpaid leave. (Sick leave may be used for the teacher's own serious health condition or for the illness of his or her child.)

For leaves of up to twelve (12) weeks under this policy, Kalamazoo Public Schools will maintain the employee's health coverage. Any teacher contributions to the health plan must be maintained during the leave to maintain coverage. Teachers who fail to return from a leave will be obligated to reimburse Kalamazoo Public Schools for the cost of Kalamazoo Public Schools paid health coverage, except when the teacher'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 teacher's control.

4. Return to Work

Upon return from a leave of twelve (12) weeks or less, the teacher will be restored to his/her original or equivalent position with equivalent pay, benefits and other employment terms. The teacher will not lose any employment benefit that accrued prior to the start of the leave. [Every effort will be made to return a teacher on leaves in excess of twelve (12) weeks to the same or a comparable position.]

5. Eligibility Year

For the purposes of determining eligibility for a leave, Kalamazoo Public Schools hereby adopts a rolling twelve (12) month period whereby each time a teacher takes family and medical leave, the remaining leave entitlement will be any balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (12) months.

/s/ Art Sweet  
For the Kalamazoo Public Schools

11-21-94  
Date

/s/ Ron Bacon  
For the Kalamazoo Education Association

11-21-94  
Date

**LETTER OF AGREEMENT #14**  
**between**  
**THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO**  
**and**  
**KALAMAZOO EDUCATION ASSOCIATION**

**RE: Lump-Sum Payment In Lieu of Elementary Planning Time**

NOW COMES the Kalamazoo Public Schools and the Kalamazoo Education Association and said parties do hereby agree:

1. That during collective bargaining for the 2007-2008 Agreement, the Association proposed additional elementary planning time.
2. That the School District understands the reasons why the Association's bargaining team has made such proposal at this time. However, the District is not comfortable making such a contractual commitment at this time. The District is concerned about the continuing financial crisis in the State of Michigan, **and** the restructuring that may take place in the District following the current curriculum audit
3. In an attempt to resolve this issue for at least the 2008-2009 school year, the District and the Association agree to the following:
  - A. Every full-time teacher who is assigned to the elementary shall receive a payment of \$750 for the 2008-2009 school year. Such payment shall be paid in the first paycheck following the fall 4<sup>th</sup> Wednesday.
  - B. Every teacher who has an elementary assignment shall be qualified for a pro-rata payment. Such elementary planning time compensation shall be prorated according to the percentage of time the teacher is assigned to elementary and paid in the first paycheck following the fall 4<sup>th</sup> Wednesday.
  - C. Any teacher hired for an elementary assignment or who has an increase in elementary time after the 4<sup>th</sup> Wednesday is eligible for a prorated payment and will be paid within eight (8) weeks of hire or increased assignment.
  - D. Such compensation shall be made to each teacher and prorated to the amount of elementary time assigned.

KALAMAZOO EDUCATION ASSOCIATION

KALAMAZOO PUBLIC SCHOOLS

By: Joseph D. Reza

By: John Manak

Date: 11/25/08

Date: 11-25-08

**LETTER OF AGREEMENT #15  
BETWEEN  
THE KALAMAZOO EDUCATION ASSOCIATION  
AND  
THE KALAMAZOO PUBLIC SCHOOLS**

**RE: Amounts Payable at Time of Retirement**

NOW COMES the Kalamazoo Education Association and the Kalamazoo Public Schools, said parties being signatories to a Collective Bargaining Agreement, and the Association and the District agree as follows:

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

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

Upon retirement: Each employee's Severance, Early Announcement Bonus and Retirement Payment made in the year following retirement shall be deposited by the employer into a 403(b) plan sponsored by MEA Financial Services. The District's obligation shall be limited to notifying MEA Financial Services of the retirees and payment amounts. MEA Financial Services will contact the retirees and execute the applicable documentation.

The 403(b) policy of this School District shall provide that all payments as described above may be withdrawn at any time after termination of employment to the extent allowed by the "Internal Revenue Code."

KALAMAZOO EDUCATION ASSOCIATION      KALAMAZOO PUBLIC SCHOOLS

By: /s/ Millie Lambert

By: /s/ John Manske

Date: May 25, 2004

Date: May 25, 2004



**KALAMAZOO PUBLIC SCHOOLS**

**2008-2009 SCHOOL CALENDAR**

<b>Day</b>	<b>Date</b>	<b>Activity</b>
Tuesday-Wednesday	8-19, 8-20-08	New Teacher Orientation
	8-25 thru 9-05-08	No Additional Meetings
Monday	8-25-08	First Day for teachers. <b>Teachers report times this week: 8 AM-3 PM</b> 8 AM District meeting at Miller Auditorium; teachers report back to buildings by 10:00 AM Principal's Mtg.; 11:00 AM-Noon lunch; PM: Work in rooms <i>(EXCEPT Milwood Middle, Edison, Woodward: PM PD Noon to 3 PM)</i>
Tuesday	8-26-08	PreK-6: District Professional Development (PD); 7-12: Building Professional Development (PD) <i>(EXCEPT Milwood Middle PD 8:00 to 11:00 AM; lunch; work in rooms Noon to 3:00 PM)</i>
Wednesday	8-27-08	PreK-6: Building PD <i>(EXCEPT Edison and Woodward 8:00 AM to 11:00 AM PD, lunch, Noon to 3:00 PM work in rooms);</i> 7-12: District PD
Thursday	8-28-08	Work in rooms all day – NO meetings
Friday	8-29-08	Labor Day weekend – School Closed
Monday	9-01-08	Holiday (Labor Day) – School Closed No September 2 Hr Monday PD; No mtg.
Tuesday	9-02-08	First Day for Students AM only; No half-day Kdg; Work in rooms PM
Wednesday	9-03-08	First Full Day for Students K-12 First day half-day Kindergarten students & county programs
Monday	9-08-08	PreK-12: Bldg. Staff Mtg. (1 hr.)
Tuesday	9-09-08	KEA Governing Board- NO KPS Meetings
Monday	9-15-08	KEA Building Meetings
Wednesday	9-17-08	PreK-12: after school PD (1 hour) "Physical Force" or 10-1-08 as assigned
Friday	9-19-08	No students PreK-12; <b>PreK-12 Staff report 8 AM – 3 PM; PD all day</b> KAMSC in session, PD to be done at year-end
Wednesday	9-24-08	New teacher (as defined by law) PD (1.5 hrs.)
Wednesday	10-01-08	PreK-12: after school PD (1 hour) "Physical Force" or 9-17-08 as assigned
Friday	10-03-08	9-12 Mid-quarter reports
Monday	10-06-08	PreK-8: after school PD (2 hrs.); 9-12 Mid-Quarter Reports due at end of work day
Wednesday-Thursday	10-08, 10-09-08	9-12 Conference Option (Schedule developed by Faculty Team)
Friday	10-10-08	7-8 end of first (1 <sup>st</sup> ) six (6) weeks; 7-8 students AM only; PM records
Tuesday	10-14-08	KEA Governing Board- NO KPS Meetings
Wednesday	10-15-08	7-8 students AM only; 7-8 Parent Conferences (PM) (Schedule developed by Faculty Team)
Monday	10-20-08	KEA Building Meetings
Wednesday	10-22-08	PreK-12: after school PD (1.5 hrs.)
Monday	10-27-08	PreK-12: Staff Mtg.(1 Hr.); PreK-6 to include conference scheduling
Thursday	10-30-08	9-12 students AM only: Exams 1-2 blocks; 9-12 PM: Records
Friday	10-31-08	9-12 students AM only: Exams 3-4 blocks; 9-12 PM: Records End of marking period PreK-6, 9-12

Monday	11-03-08	7-12: after school PD (2 hrs.); PreK-6: No November 2 hr. Monday PD; No meetings. All report card information due to staff by start of work day.
Tuesday	11-04-08	No Students PreK-12: 7-12 PD – All Day; K-6: records all day; <i>(EXCEPT PEEP, PreK-6 art, music and PE: AM PD, PM Records)</i>
Thursday	11-06-08	9-12 grades due end of work day
Monday	11-10-08	7-12: Bldg. Staff Mtg. (1 hr.); PreK-6 No meetings; Conf. Option Week
Monday-Friday	11-10 thru 11-14-08	PreK-6: Conference Option Week <b>EXCEPT NOV. 11 (KEA GOV. BD.)</b> (Schedule developed by Faculty Team) <b>Only Teachers with two half-day sessions</b> - must be provided with additional plan (one day) and conference sessions (two days or four half-days per mutual consent). Teacher has option of release time or compensation at the substitute rate.
Tuesday	11-11-08	KEA Governing Board Meeting- NO KPS Meetings
Thursday	11-13-08	K-6 students AM only; (AM schedule) AM Kindergarten PM – Conference option
Friday	11-14-08	K-6 Students AM only; (AM Schedule) AM Kindergarten PM – Conference option
Monday	11-17-08	KEA Building Meetings
Wednesday	11-19-08	New teacher (as defined by law) PD (1.5 hrs.)
Tuesday	11-25-08	7-8 End of second (2 <sup>nd</sup> ) six (6) weeks 7-8 students AM only; PM records
Wednesday	11-26-08	School closed – Conference Comp. Day
Thursday-Friday	11-27, 11-28-08	Holiday (Thanksgiving Recess) – School closed
Monday	12-01-08	PreK-12: after school PD (2 hrs.)
Friday	12-05-08	9-12 Mid-quarter reports
Monday	12-08-08	PreK-8: Bldg. Staff Meeting (1 hr.) 9-12 Mid-quarter reports due at end of work day
Tuesday	12-09-08	KEA Governing Board- No KPS Meetings
Wednesday	12-10-08	PreK-6; after school PD (1.5 hrs.)
Wednesday-Thursday	12-10, 12-11-08	9-12 Conference Option (Schedule developed by Faculty Team)
Monday	12-15-08	KEA Building Meetings
Friday	12-19-08	Last day before Winter Recess
Monday	1-05-09	School Resumes No January 2 hr Monday PD; No Meetings
Wednesday	1-07-09	New teacher (as defined by law) PD (1.5 hrs.)
Monday	1-12-09	PreK-12 Bldg. Staff Meeting (1 hr)
Monday-Friday	1-12 thru 1-22-09	Only Teachers with two half-day sessions - one half-day additional record time must be provided. Teacher has the option of release time or compensation at the substitute rate.
Tuesday	1-13-09	KEA Governing Board- No KPS Meetings
Wednesday	1-14-09	PreK-12 After school PD (1.5 hr.)
Monday	1-19-09	KEA Building Meetings
Wednesday	1-21-09	9-12 students AM only: Exams 1-2 blocks 9-12 PM: Records
Thursday	1-22-09	9-12 students AM only: Exams 3-4 blocks; 9-12 PM: Records End of 1 <sup>st</sup> semester & end of third (3 <sup>rd</sup> ) six (6) weeks
Friday	1-23-09	No students; No county programs 7-12: Records all day PreK-6: AM PD (Held in each building); PM Records <b>EXCEPT PEEP, PreK-6 art, music, and PE: Records all day</b>
Monday	1-26-09	1 <sup>st</sup> Day of 2 <sup>nd</sup> Semester

Monday	2-02-09	PreK-12: after school PD (2 hr)
Friday	2-06-09	No students PreK-12 7-12 PD all day; <b>Staff report 8 AM – 3 PM; PreK-6 Comp. Day</b> KAMSC in session, PD to be done at year-end
Monday	2-09-09	PreK-12: Bldg. Staff Mtg. (1 hr.)
Tuesday	2-10-09	KEA Governing Board- No KPS Meetings
Monday	2-16-09	KEA Building Meetings
Friday	2-20-09	9-12 Mid-quarter reports
Monday	2-23-09	9-12 Mid-quarter reports due at end of work day
Wednesday	2-25-09	9-12 Conference (Schedule developed by Faculty Team) PreK-6: after school PD (1.5 hrs.)
Friday	2-27-09	Mid-Winter Break – No snow day make up
Monday	3-02-09	PreK-6, 9-12: after school PD (2 hrs.); No 7-8 March 2 hr. Monday PD
Monday	3-09-09	PreK-12: Bldg. Staff Meeting. (1 hr.)
Tuesday	3-10-09	Governing Board- No KPS Meetings
Tuesday-Thursday	3-10 thru 3-12-09	9-12 MME Testing (Non-instructional Time)
Friday	3-13-09	7-8 End of fourth (4 <sup>th</sup> ) six (6) weeks; 7-8 students AM only; PM records
Monday	3-16-09	KEA Building Meetings
Thursday	3-19-09	7-8 students AM only; PM Conferences (Schedule developed by Faculty Team)
Thursday	3-26-09	9-12 students AM only; Exams 1-2 blocks; 9-12 PM – records
Friday	3-27-09	K-12: students AM only; K-6 (AM Schedule) AM Kdg 9-12: Exams 3-4 blocks; PreK-6, 9-12 PM Records; 7-8 PM PD
Monday	3-30-09	9-12 grades due end of work day
Monday-Thursday	3-30 thru 4-02-09	PreK-6 Conference – Option Week (Schedule developed by Faculty Team) <b>Only Teachers with two half-day sessions</b> – must be provided with additional plan (one half day) and conference sessions (two days or four half days per mutual consent). Teacher has the option of release time or compensation at the substitute rate.
Wednesday	4-01-09	K-6 Students AM only (PM Schedule), PM Kdg. in AM; PM Conference Option
Thursday	4-02-09	K-6 Students AM only (PM Schedule), PM Kdg. in AM; PM Conference Option
Friday	4-03-09	School closed – Conference Comp. Day
Monday-Friday	4-06 thru 4-10-09	Spring Recess – School Closed
Monday	4-13-09	School Resumes No April 2 hr. Monday PD – No Meetings
Tuesday	4-14-09	KEA Governing Board- No KPS meetings
Wednesday	4-15-09	PreK-12: after school PD (1.5 hrs.)
Monday	4-20-09	KEA Building Meetings
Monday	4-27-09	PreK-12: Bldg. Staff Mtg. (1 hr.)
Friday	5-01-09	7-12 Students AM only; 7-8 End of fifth (5 <sup>th</sup> ) six (6) weeks 7-8 PM: Records; 9-12 PM: PD; 9-12 Mid-quarter reports
Monday	5-04-09	9-12 Mid-quarter reports due at end of work day; PreK-8: after school PD (2 hrs.); 9-12 No May 2 hr. Monday PD, No meetings
Wednesday-Thursday	5-06,5-07-09	9-12 Conference Option (Schedule developed by Faculty Team)
Monday	5-11-09	PreK-12: Bldg. Staff Mtg. (1 hr.)
Tuesday	5-12-09	KEA Governing Board- No KPS Meetings
Monday	5-18-09	KEA Building Meetings
Monday-Friday	5-18 thru 6-12-09	<b>Only Teachers with two half-day sessions</b> – must be provided with one half-day of additional record time per mutual consent. Teacher has the option of release time or compensation at the substitute rate.

Wednesday	5-20-09	PreK-12: after school PD (1.5 hrs.)
Monday	5-25-09	School Closed Holiday (Memorial Day)
Monday	6-01-09	PreK-12: After school PD/Bldg. Staff Mtg. (2 hrs.)
Monday-Friday	6-08 thru 6-12-09	No KPS meetings before, after or during work day
Tuesday	6-09-09	KEA Governing Board- NO KPS Meetings
Wednesday	6-10-09	K-12 students AM only (Elem. PM schedule) PM Kdg. in AM 9-12: Exams 1-2 blocks PreK-12 PM: Records
Thursday	6-11-09	K-12 students AM only (Elem. PM schedule) No half-day Kindergarten 9-12: Exams 3-4 blocks PreK-12 PM: Records Last Day for Students
Friday	6-12-09	Last Day for Teachers Work in rooms all day 1 <sup>st</sup> emergency work day if required by law
Friday	6-19-09	Last Day for Secondary Counselors

### 2008-2009 Calendar

#### Days Per Month

Month	Students	Teachers
August	0	4
September	20	21
October	22	23
November	17	17
December	15	15
January	19	20
February	18	19 (El. 18)
March	22 (HS 18)	22
April	16	16
May	20	20
June	<u>9</u>	<u>10</u>
	178 (HS 176)	187 (El. 186)

#### Teacher Work Days

Student Days	178
Other Work Days	9
*Comp. Days	2 (El. 3)
Total	189
**Holiday	4
<b>Total Paid Days</b>	<b>193</b>

#### \*Comp. Days

One per semester conference comp. day

November 26, 2008

April 3, 2009

February 6 (PreK-6 elementary only)

#### \*\*Holidays

Labor Day, Thanksgiving Day, New Years Day,  
Memorial Day

## Summary of PD Hours

FULL AND HALF DAYS	Elementary	Middle	High	Notes
August 25, 26, 27	15	15	15	
September 19	6	6	6	
November 4		6	6	
January 23	3			
February 6		6	6	
March 27		3 (pm)		
May 1			3 (pm)	
<b>Subtotal</b>	<b>24</b>	<b>36</b>	<b>36</b>	
First Mondays (2 hours)	6 Oct 6, Dec 1, Feb 2, Mar 2, May 4, June 1	6 Oct 6, Nov 3, Dec 1, Feb 2, May 4, June 1	5 Nov 3, Dec 1, Feb 2, Mar 2; June 1	
<b>Subtotal</b>	<b>12</b>	<b>12</b>	<b>10</b>	
Dist/Bldg Wednesdays	8 Oct 22, Dec. 10, Jan 14, Feb 25, Apr 15, May 20 <i>Sept. 17 or Oct. 1 (this year only)</i>	6 Oct 22, Jan 14, Apr 15, May 20 <i>Sept. 17 or Oct. 1 (this year only)</i>	6 Oct 22, Jan 14, Apr 15, May 20 <i>Sept. 17 or Oct. 1 (this year only)</i>	Common Dates (All Levels) Oct 22 Jan 14 Apr 15 May 20
<b>Subtotal</b>	<b>10</b>	<b>7</b>	<b>7</b>	<b>6</b>
<b>GRAND TOTAL</b>	<b>46</b>	<b>55</b>	<b>53</b>	

	Elementary	Middle	High
Instructional Hours	1067.20	1085.60	1068.33
Instruction + PD	1112.20	1139.60	1120.33

	AM Kdg.	PM Kdg.
Instructional Hours	530.53	530.53
Instruction + PD	553.03	553.03

In the event that State legislation requires 180 student days for the 2008-2009 school year, September 19, 2008 will be used and other days negotiated for all levels as necessary.

**REPORTING TIMES**  
**2008-2009**

**Secondary:** 7:25 Teacher report time  
7:35 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.

**Elementary:** 8:40 Teachers report to classroom/workstation/assigned area  
8:40 Buses arrive, Students enter classroom/building  
8:40 Teachers' supervision of students begins  
8:53 Student instruction begins/tardy bell  
3:46 Student dismissal  
3:51 Teacher day ends

Responsibility for students prior to 8:40 AM and beyond 3:51 PM belongs to the administration and/or extra duty supervision staff.

**Edison Environmental Science Academy, Washington Writers Academy, Woodward School for Technology and Research and Lincoln International Studies School**

8:00 Teachers report to classroom/workstation/assigned area  
8:00 Buses arrive, students enter classroom/building  
8:00 Teachers' supervision of students begin  
8:13 Student instruction begins/tardy bell  
3:06 Student dismissal  
3:11 Teacher day ends

Responsibility for students prior to 8:00 AM and beyond 3:11 PM belongs to administration and/or extra duty supervision staff.

**Vine Dual Language Elementary School**

9:19 Teachers report to classrooms/workstation/assigned area  
9:19 Buses arrive, students enter classroom/building  
9:19 Teachers; supervision of students begin  
9:32 Student instruction begins/tardy bell  
4:25 Student dismissal  
4:30 Teacher day ends

Responsibility for students prior to 9:19 AM and beyond 4:30 PM belongs to administration and/or extra duty supervision staff.

Staff meetings of 1 hour will be held on Tuesday mornings from 8:10 to 9:10 AM.  
All 1.5 hour PD will be held Wednesday mornings from 7:40 to 9:10 AM.  
Meeting dates are per calendar schedule.

## Other Calendar Agreements

1. Meeting schedules for the opening of schools will be mailed out to all KEA members two (2) weeks prior to the teacher start date.
2. During the first half-day of school (September 2, 2008) elementary art, music and physical education teachers with more than one (1) work site, will not provide planning time. In lieu of teaching responsibilities, itinerant elementary art, music and physical education teachers will be provided time to inventory materials, set-up classrooms and perform other professional responsibilities related to their regular teaching assignment, as well as assisting building staff with student placement and assignment responsibilities.
3. The building decision on the placement of parent/teacher conferences must be made by each faculty team, including itinerant staff, a minimum of 3 weeks in advance and disseminated to all building staff.
4. Mid-quarter marking reports:
  - 9-12: Mandatory for all students receiving D's and F's
  - PreK-6 Level: The faculty team in each building will determine:
    - A. The criteria for disbursement (cutoff level that signals the need for a report to be sent home)
    - B. The distribution method to be used
5. PEEP will not be in session on half-days. PEEP and Kindergarten conference sessions will be handled as in prior years, utilizing a combination of comp days and substitutes for those teachers having students in AM and PM sessions.

Exception: All kindergarten classes at schools with only full-day session kindergarten will follow the regular elementary calendar for grades 1 – 6.
6. Two paid compensation days, one per semester, shall be provided for the 2008-2009 school year. Said days are provided for the completion of six (6) hours per semester of parent teacher conferences outside of the contractual work day. For 2008-2009 those compensation days are November 26, 2008, and April 3, 2009.
7. If required, the emergency make-up day and any subsequent make-up days will be inserted before the end of the year half days outlined as June 10 and 11, 2009.
8. Report cards will be mailed at the end of the last teacher workday (6-12-2009).
9. For the 2008-2009 school year only, there shall be an additional mandatory one hour professional development (PD) for all levels on September 17 and/or October 1, per Article 16, Section D. KEA members shall be required to attend only one such meeting which shall be regarding the appropriate use of physical force and teacher rights to protect themselves from physical assault.

In subsequent years, such PD shall be mandatory for only new hires and scheduled during either new hire orientation or one of the mandatory new hire meetings. Other members may attend said PD on a voluntary basis.
10. For the 2008-2009 school year only, fifteen (15) minutes may be lost from the lunch hour on the first day teachers report to work, such lost time will be subtracted from the first building-wide PD held during that same week.

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

A. After March 1 of each school year, the School District will be able to announce to the staff and community the following dates for the next school year:

1. First day of school for students
2. Dates for winter break
3. Dates for spring break

These dates shall be taken from the agreed upon More Common County Calendar.

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

<b>Week of the last Monday in August District Calendar</b> <b>The teacher work schedule for this week is 8:00 to 3:00. Lunch is 11:00 to 12:00.</b>		
<b>No Additional Meetings for These Two Weeks</b>		
<b>Secondary Counselors Report Five (5) Work Days Before the First Regular Teacher Work Day</b>		
<b>New Teacher Orientation Thursday and Friday Prior to the First Regular Teacher Work Week</b>		
<b>First Regular Teacher Work Week PreK-12</b>		
	8:00 to 11:00 AM	12:00 to 3:00 PM
Last Monday in August	Supt./Principal Staff Meeting	Work in Rooms
Tues. following	District/Building PD	
Wed. following	District/Building PD	
Thurs. following	Work in Rooms	
Fri. following	Labor Day Weekend – School Closed	
<b>Week of Labor Day</b>		
<b>Opening Week of School PreK-12</b>		
	AM	PM
Monday	Labor Day - School Closed	
Tuesday	K-12 First Day for Students	PreK-12 Work in Rooms
Wednesday	First full Day for Students K-12 and First Day for County Programs	
Thursday	Full Day for all Students K-12	
Friday	Full Day for Students K-12	

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

C. In the event Michigan law becomes effective that impacts school calendar with respect to A and/or B above, the parties will negotiate changes to respond to such law.

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



**APPENDIX A**  
**Kalamazoo Public Schools**  
**KEA Salary Schedule**  
**2008-2009**

	<b>BACHELORS</b>		<b>MASTERS</b>		<b>MASTERS + 30</b>		<b>DOCTORATE</b>	
<b>STEP</b>	<b>INDEX</b>	<b>SALARY</b>	<b>INDEX</b>	<b>SALARY</b>	<b>INDEX</b>	<b>SALARY</b>	<b>INDEX</b>	<b>SALARY</b>
1	1.00	\$33,473	1.08	\$36,150	1.16	\$38,828	1.24	\$41,506
2	1.05	\$35,146	1.13	\$37,824	1.21	\$40,502	1.29	\$43,180
3	1.10	\$36,820	1.18	\$39,498	1.26	\$42,176	1.34	\$44,853
4	1.15	\$38,494	1.23	\$41,171	1.31	\$43,849	1.39	\$46,527
5	1.23	\$41,171	1.31	\$43,849	1.39	\$46,527	1.47	\$49,205
6	1.28	\$42,845	1.36	\$45,523	1.44	\$48,201	1.52	\$50,878
7	1.33	\$44,519	1.41	\$47,196	1.49	\$49,874	1.57	\$52,552
8	1.38	\$46,192	1.46	\$48,870	1.54	\$51,548	1.62	\$54,226
9	1.46	\$48,870	1.54	\$51,548	1.62	\$54,226	1.70	\$56,904
10	1.51	\$50,544	1.59	\$53,222	1.67	\$55,899	1.75	\$58,577
11	1.56	\$52,217	1.64	\$54,895	1.72	\$57,573	1.80	\$60,251
12	1.64	\$54,895	1.72	\$57,573	1.80	\$60,251	1.88	\$62,929
13	1.66	\$55,565	1.77	\$59,247	1.85	\$61,924	1.93	\$64,602
14	1.66	\$55,565	1.85	\$61,924	1.93	\$64,602	2.01	\$67,280
15	1.69	\$56,569	1.90	\$63,598	1.98	\$66,276	2.06	\$68,954
16	1.69	\$56,569	1.90	\$63,598	1.98	\$66,276	2.06	\$68,954
17	1.69	\$56,569	1.90	\$63,598	1.98	\$66,276	2.06	\$68,954
18	1.69	\$56,569	1.90	\$63,598	1.98	\$66,276	2.06	\$68,954
19	1.69	\$56,569	1.90	\$63,598	1.98	\$66,276	2.06	\$68,954
20	1.74	\$58,242	1.95	\$65,272	2.03	\$67,950	2.11	\$70,627
21	1.74	\$58,242	1.95	\$65,272	2.03	\$67,950	2.11	\$70,627
22	1.74	\$58,242	1.95	\$65,272	2.03	\$67,950	2.11	\$70,627
23	1.74	\$58,242	1.95	\$65,272	2.03	\$67,950	2.11	\$70,627
24	1.74	\$58,242	1.95	\$65,272	2.03	\$67,950	2.11	\$70,627
25+	1.76	\$58,912	1.97	\$65,941	2.05	\$68,619	2.13	\$71,297

Note: The salary schedule for 2008-09 reflects a 1.5% increase in the BA Base over 2007-08. This salary change is retroactive to the start of the school year. If the blended student enrollment figure is 11,463 or more an additional salary increase will be paid at the start of the second semester retroactive to the start of the school year according to the chart included in Article 22.

**APPENDIX B**

**EXTRA DUTY SALARIES FOR 2008-09**

Section A: The following pay scale shall apply to fully certified, qualified teachers for performing the following extra duties. The percentages shown are on the BA base.

**Senior High School –**

<b>Head Coaches:</b>	<b>% of Base</b>	<b>Ass't Coaches/Others:</b>	<b>% of Base</b>
Baseball	12.5%	Volleyball	9.1%
Basketball	18.5%	Sr. High Band Director	16.0%
Cross Country	11.0%	Asst. Sr. High Band Director	11.0%
Football	18.0%	Sr. High Choral Director	12.0%
Golf	9.0%	Sr. High Orchestra Director	12.0%
Gymnastics	10.0%	Department Heads	8.0%
Ice Hockey	14.0%	Co-Op Heads	8.0%
Soccer	11.0%	Senior Class Sponsor	7.0%
Softball	12.5%	Junior Class Sponsor	7.0%
Swimming	14.0%	Sophomore Class Sponsor	4.0%
Tennis	9.0%	Freshman Class Sponsor	4.0%
Track and Field	12.0%	Debate	12.0%
Volleyball	13.0%	Assistant Debate	4.0%
Wrestling	13.5%	Forensics	8.5%
Cheerleading–Football	8.0%	Assistant Forensics	3.0%
Cheerleading–Basketball	11.0%	Dramatics Coach	9.0%
Cheerleading–Competitive	9.0%	Assistant Cheerleading–Football	5.6%
Athletic Game Aide	18.5%	Assistant Cheerleading–	
Athletic Ticket Aide	18.5%	Basketball	7.7%
Head Driver Education		Tennis	6.3%
Instructors	11.0%	Soccer	7.7%
		National Honor Society	3.0%
		Senior High Yearbook	5.0%
		Senior High Newspaper	3.0%
<b>Ass't Coaches/Others:</b>	<b>% of Base</b>		
Softball	8.75%	Day Care Center Director	10.0%
Baseball	8.75%	Mock Trial Coach	8.0%
Basketball	12.9%		
Cross Country	7.7%	Student Government	2.0%
Football	12.6%	Future Teacher Development	
Ice Hockey	9.8%	Leader (one elementary total	
Swimming	9.8%	and 1 per each middle school)	2.0%
Track and Field	8.4%	Instrumental Jazz	9.0%
Wrestling	9.4%	Grades 9-12 Team Leader	10.0%
Premium compensation for Freshman Academy	32 or more students/class	5% of BA Base per semester	
Freshman Academy English, mathematics, science, social studies teacher			
Secondary class size compensation	36 or 37 students	\$500.00 per class/per semester (per Article 7, Section E)	

**Middle School –**

<b>Head Coaches:</b>	<b>% of Base</b>	<b>Ass't Coaches/Others:</b>	<b>% of Base</b>
Basketball	8.0%	Football	7.0%
Football	7.0%	Track and Field	4.2%
Softball	5.0%	Basketball	5.0%
Tennis	6.0%	Athletic Aide	12.0%
Volleyball	7.0%	Department Heads	6.0%
Wrestling	7.0%		+ 3 days released time
Cheerleading–Football	4.0%	Athletic Director/Coordinator	
Cheerleading–Basketball	5.0%	(1 per bldg.)	18.0%
Track and Field	6.0%	M.S. Band Director	5.0%
		M.S. Choir Director	5.0%
		M.S. Orchestra Director	5.0%

**Elementary –**

		<b>2008-09 Rate</b>
Student Assistant Leader		\$21.50/hour
Black History Quiz Bowl	60 hours max.	\$20.10/hour
Social Studies Olympiad	60 hours max. per event	\$20.10/hour
Science Fair/Olympiad	60 hours max. per event	\$20.10/hour
Drama/Plays	60 hours max.	\$20.10/hour
Elementary Intramural Sports	60 hours max.	\$20.10/hour
Extra Duty Supervision		\$1,180/year
Art, Music and Physical Education supervision of exhibits, performances, or competitions outside of school hours	20 hours maximum in hourly pay or comp. time (per Article 22, Section E)	\$20.10/hour
Splits		10% of BA base

**Other Assignments –**

	<b>2008-09 Rate</b>
Curriculum Development	\$20.10/hour
Summer School Classroom Teacher	\$20.10/hour
Substituting during planning time (building choice)	\$20.10/hour
Driver Education Teacher	\$22.95/hour
Music Teacher (summer school teaching)	\$20.10/hour
Intramurals (including Dance Club and PE Expo)	\$14.32/hour
Inservice Activities	\$11.27/hour
TV/Radio Production Coordinator	\$17.59/hour
Mentor Teacher	See Article 31
Secondary Counselors – ten (10) additional days	Pro-rata pay

Note: The extra duty schedule for 2008-09 reflects a 1.5% increase in the hourly rates over 2007-08. This salary change is retroactive to the start of the school year.

If the blended student enrollment figure is 11,463 or more, an additional salary increase will be paid at the start of the second semester retroactive to the start of the school year according to the chart included in Article 22.

## **EXTRA DUTY SALARIES (continued)**

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

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

Section D: The above rates which are expressed in a dollar amount will be cumulatively adjusted by the same percentage rate in future contracts as the BA base is adjusted.

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

Section F: No coach shall be assigned to more than two (2) coaching positions except in emergency situations.

Section G: Add to the salary of each coach two (2%) percent of the coaching base for each year of allowable Kalamazoo coaching experience; said experience shall be limited to ten (10) years in the same activity being coached. "Coaching base" is the dollar amount arrived at by multiplying the base salary for the BA degree by the appropriate percentage specified above. Coaches include debate, assistant debate, forensics, assistant forensics, dramatics and mock trial coaches.

Section H: The senior high athletic director shall be assigned five (5) class periods, one (1) planning period.

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

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

Section K: Bookstore managers shall have no homeroom assignments.

Section L: Elementary teachers who have a "split" grade assignment will be compensated an additional ten (10%) percent of the BA base.

Section M: At the start of the fourth (4<sup>th</sup>) week of each semester, an English, mathematics, science, or social studies teacher who is assigned to a Freshmen Academy team and has thirty-two (32) or more students in a class will be compensated an additional five (5%) percent of the BA Base for that semester.

**Kalamazoo Public Schools  
Kalamazoo City Education Association**

**GRIEVANCE REPORT**

Grievance No. \_\_\_\_\_ Date filed \_\_\_\_\_

Name of Grievant \_\_\_\_\_

Building \_\_\_\_\_ Assignment \_\_\_\_\_

Distribution at Conclusion:  
White-Asst. Sup., canary Principal  
Pink-Association, goldenrod-Teacher

**SUBMIT TO PRINCIPAL IN QUADRUPPLICATE**

**STEP I**

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. Statement of Grievance \_\_\_\_\_

C. Specific Section(s) of Contract Alleged to Have Been Violated \_\_\_\_\_

D. Relief Sought \_\_\_\_\_

Signature of Grievant(s) \_\_\_\_\_ Date \_\_\_\_\_

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 \_\_\_\_\_ Date \_\_\_\_\_

D. Position of Association \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**STEP III**

A. Date Received by Chairman, Board Personnel Committee \_\_\_\_\_

B. Disposition by the Board Personnel Committee \_\_\_\_\_

Signature of Chairman \_\_\_\_\_ Date \_\_\_\_\_

C. Position of Grievant(s) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

D. Position of Association \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**STEP IV**

A. Date Submitted to Arbitration \_\_\_\_\_

B. Party Submitting Dispute to Arbitration \_\_\_\_\_

C. Disposition and Award of Arbitrator \_\_\_\_\_

Signature of Arbitrator \_\_\_\_\_

*Date of Decision*

NOTE: All provisions of Article XIII of the current Agreement between the Board and K.C.E.A. WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

If additional space is needed in reporting any Section of this Grievance Form, attach an additional sheet.