

**ARTICLES OF AGREEMENT**

**between**

**The School District of the City of Kalamazoo**

**and**

**The Kalamazoo County Education Association**

**Kalamazoo Behavioral Specialists**

**(KBS)**

**2011-2012**

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**A G R E E M E N T**

**b e t w e e n**

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

**and**

**THE KALAMAZOO COUNTY EDUCATION ASSOCIATION  
KALAMAZOO BEHAVIORAL SPECIALISTS  
(MEA-KBS)  
2011-2012**

This Agreement entered into this 13<sup>th</sup> day of June 2011, by and between the Kalamazoo Public Schools, hereinafter referred to as the "District", and the Kalamazoo County Education Association, an incorporated Association hereinafter referred to as the "Association", affiliated with the Michigan Education Association, hereinafter called the MEA, and the National Education Association, hereinafter called the "NEA".

**ARTICLE I – RECOGNITION**

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

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

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

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

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

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

Section G – The Association's Mutual Concerns Committee consisting of the President, President–elect, the Grievance Chairperson, and the group representatives appropriate to the issue to be discussed shall be granted release time at its request to meet with the District of Contract Administration to discuss

matters of concern to the Association and/or the District. This Committee shall meet when appropriate and necessary as agreed to by the Association and the District

## **ARTICLE II — DEFINITIONS**

Section A — Whenever the term "employee" is used, it shall be those included as set forth in Article I, Section A.

Section B — Whenever the term "District" is used, it shall mean the School District of the City of Kalamazoo and shall include its designee upon whom the Board has conferred authority to act in its place.

Section C — Whenever the term "Association" is used, it shall mean the Michigan Education Association—Kalamazoo Behavioral Specialists as defined in Article I, Section A, and include its designee upon whom the Association has conferred authority to act in its place.

Section D — Whenever the term "Superintendent" is used, it shall mean the Superintendent of Schools and shall include his/her designee upon whom the Superintendent has conferred authority to act in his/her place.

Section E — Whenever the term "Immediate Administrator" is used, it shall mean the administrator of any work location or functional division or group.

## **ARTICLE III — ASSOCIATION PROFESSIONAL DUES AND FEES**

Section A — Following the first thirty (30) days of employment, all employees shall, as a condition of employment, become members of the Association or pay to the Association a fee equal to the amount of Association professional dues.

Section B — Employees shall make full payment directly to the Association or authorize payment to the Association through payroll deduction by October 15 of each year. Forms for such authorization shall be provided by the Association.

Section C — Employees who fail to make such payment or fail to authorize such deduction shall be discharged by the District upon receipt of written demand by the Association.

Section D — The Payroll Department shall make nineteen (19) equal deductions beginning the first pay day in October and continuing for the next eighteen (18) successive pay days, and on the next work day following the pay day, the Payroll Department shall forward to MEA a check for the total amount deducted together with a list of all members for whom a deduction was made, and the amount of each. An employee who requests payroll deductions for dues shall pay the full dues once a deduction has been made.

Section E — The Association agrees to indemnify the District against any claim brought by a discharged employee as a result of the enforcement of this Article.

Section F — Upon appropriate written authorization from an employee, the District shall deduct from the employee's salary appropriate remittance for annuities, credit union, savings bonds, charitable donations or other plans for programs jointly approved by the Association and the District.

## **ARTICLE IV — ASSOCIATION AND EMPLOYEE RIGHTS**

Section A — Pursuant to Act 379 of the Public Acts of 1965, the District hereby agrees that every employee of the District shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. The District agrees that it will provide rights conferred by said Act 379 or other laws of Michigan, or the Constitution of the State of Michigan and the Constitution of the United States, and that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association or collective professional negotiations with the District or his/her institutions of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. The District and the Association agree to the District's policies and procedures now in effect unless otherwise altered by this Agreement.

Section B — No more than two (2) business meetings of the Association will be held annually from 4:00 p.m. to 5:00 p.m. on days to be determined by discussions between the District representatives and the Association's Mutual Concerns Committee.

Section C — Whenever an administrator conducts a conference with an employee to discuss a matter which will result in the discipline or adverse evaluation of the employee, the employee shall be given the opportunity to have present at such conference the Association representative of the employee's choice.

Section D — Duly authorized representatives of KCEA—KBS, whose names shall be submitted to the Superintendent, may be permitted to transact official business on school property related to wages, hours and working conditions prior to 6:00 p.m., provided that this shall not interfere with or interrupt normal school operations. KCEA—KBS representative(s) shall confer with the principal or his/her representative relative to his/her presence in the building and make arrangements with the principal or his/her representative to conduct said Union business.

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

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

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

#### Section H - Medical Testing

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

### **ARTICLE V – DISTRICT RIGHTS**

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

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

Section C – Notwithstanding any other provision of this Agreement, it is understood by the Association and its members that individual buildings utilizing site-based decision making reach periodical decisions of whether or not to fund one or more behavioral specialist positions at an individual site. These decisions may result in one or more behavioral specialists losing their positions. It is understood that such building decisions and their impact are not grievable or arbitrable under the Agreement. Further, the Association and its members waive any and all rights to initiate any claim whatsoever that other employees of the Kalamazoo Public Schools are, or will in the future, to any degree performing bargaining unit work or work duties or responsibilities similar to bargaining unit work.

### **ARTICLE VI – CONCERTED ACTION PROHIBITION**

The Association and/or its members shall not engage in nor encourage a strike against the School District during the life of this Agreement.

### **ARTICLE VII – FAIR EMPLOYMENT PRACTICES**

The District shall provide equal employment opportunity regardless of race, creed, religion, color, national origin, sex, height, weight, familial status, marital status, handicap or age; and the District and Association shall not discriminate on the above basis.

## ARTICLE VIII – EMPLOYMENT

Section A - Initial classification of a new employee shall be made by the Department of Human Resources.

Section B – Probation Period.

It is agreed by both parties that all cost savings generated by this Agreement (Section B.2-4) will be devoted to offset future increases in insurance, salary, or any other areas the KSP Bargaining Team deems appropriate.

1. Upon initial employment, employees shall be designated as probationary employees for a period of three (3) calendar months. Such probationary period shall serve the purpose of determining the employee's work skills and habits. Probationary employees shall not be used as temporary employees.
2. During the first calendar month, probationary employees shall work the contracted work hours and be granted contractual sick leave but shall receive no other contractual benefits or privileges.
3. Following the first calendar month of employment, probationary employees shall be granted full rights and privileges under this Agreement, except they shall not have the right to arbitration of dismissal.
4. A probationary employee who has successfully completed his/her probationary period shall be recommended to the Board for permanent appointment with full benefits. A probationary employee whose performance has been appraised as unsatisfactory shall be terminated prior to the completion of the employee's probationary period.
5. The probationary period of an employee may be extended for a period not to exceed an additional three (3) months provided the District has given notification of such desire to extend to the employee and to the Association.
6. Seniority shall commence upon date of original hire and shall accumulate only while an employee is an active employee in the bargaining unit.

Section C – Career Employment

1. Employees who successfully complete the probationary period shall be placed on career status.
2. Career employees returning to the bargaining unit after an absence from the bargaining unit shall be placed no lower than the same salary step they were on when they left, provided that said absence is no longer than two (2) years.
3. Career employees transferred to a new assignment shall be evaluated for three (3) consecutive months.

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

## Section E – Warning for Career Employees

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

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

Section G – Five (5) working days prior to the last working day of the school year, each employee will receive written notification of his/her possible placement for the succeeding school year.

Section H – The Association shall be notified promptly of any new hires, transfers, leaves of absence and terminations.

## Section I – Performance Evaluation

Each non-probationary employee shall have a written performance evaluation once every three years. Each employee shall be apprised, in advance, of the specific criteria upon which he/she will be evaluated.

Following each formal evaluation, which shall include a conference with the evaluator, the employee shall sign and be given a copy of the evaluation report. Such signature shall not necessarily be interpreted to mean that the employee agrees with the contents of the evaluation. If the employee disagrees with either an observation and/or the evaluation, he/she may submit a written response which shall be attached to the file copy of the document in question.

## **ARTICLE IX – ASSIGNMENT AND TRANSFER**

Section A – Assignments of employees shall be designated by the Department of Human Resources.

Section B – The immediate administrator shall provide an orientation for an employee new to a position.

Section C – Newly created positions shall be posted and filled in the same manner as vacated positions.

Section D – All openings for KBS positions will be posted. These postings will include the performance responsibilities and minimum qualifications for the position, based on the job description.

Section E – Qualified candidates will be selected for site-based interviews by a team of building personnel. If the interview team is composed of three individuals at least two of the team members shall be non-administration. If the interview team is composed of five individuals at least three of the team



shall be non-administration. The interview teams will pose questions based upon the job description. These questions will cover the following areas:

- Past work history, prior experience, and demonstrated skills related to the posted position
- Past education and training
- Communication skills
- Past attendance and work record
- Past performance reviews (for internal candidates)

Preference will be given to internal candidates. If all other qualifications are relatively equal, the position will be awarded to the most senior applicant. Upon completion of the interview of internal candidates, if no candidate meets the designated qualifications for the job, external candidates may be interviewed.

All decisions made by the interview team will be reviewed by Human Resources for compliance with applicable laws. The only decision of an interview team that would be reversed would be when Human Resources determines that the process was not legal. A definitive written ruling would be supplied to KBS and the interview process would be redone. In all other cases the decision of the interview team would be final.

Section F – Selection decision shall be administered in the following manner:

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

Section G – Employees shall give two (2) weeks notice prior to terminating. When proper notification is not given, temporary help may be used in accordance with Section C, Item 2, while the position is being posted and applicants for transfer are being processed.

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

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

Section J – Any KBS member, or former HSS member, that has worked in the KBS bargaining unit for five (5) consecutive years or more shall, if displaced, reduced, or has their position eliminated, have the right to bump into the position held by the least senior KBS employee.

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

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

## **ARTICLE X – SUPERVISION**

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

## **ARTICLE XI –JOB DESCRIPTIONS**

Section A – There shall be an up-to-date job description for each position.

Section B – Duties of a Behavioral Specialist shall be primarily limited to the specific tasks delineated in the job description, including:

1. Work intensively with identified students, teachers, and families to cooperatively develop and implement behavioral plans.
2. Cultivate and maintain an effective working relationship with identified students, families, teachers and community agencies and other referral sources.
3. Coordinate, facilitate and/or refer families to community agencies and services.
4. Assist identified students and families in problem solving and decision making individually and/or in small groups.
5. Assist building administrators in completing referrals to community agencies. (Juvenile Court, Protective Services, etc.)
6. Maintain accurate written records of all contacts and interventions with students, families, school personnel and community agencies.
7. Participate in all Building Team meetings.
8. Any other duty and responsibility assigned by the building administrator.

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

## **ARTICLE XII – PROTECTION OF BEHAVIORAL SPECIALIST**

Section A – **Physical Force** - A Behavioral Specialist has the right to use such force as is necessary to protect himself/herself from attack, or to prevent injury to another Behavioral Specialist or student. Any

case of physical assault upon a Behavioral Specialist shall be reported to the principal. The principal shall inform the Behavioral Specialist of all legal and contractual rights afforded the Behavioral Specialist. Upon the request of the Behavioral Specialist, the principal shall report the assault to the local police. In the event the principal is unavailable, the Behavioral Specialist will contact the Superintendent's Office prior to the police being notified. In any case of physical assault upon a Behavioral Specialist while properly performing his/her duties, the District and the Association will render all reasonable assistance to the Behavioral Specialist which may include legal counsel.

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

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

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

**Section E - 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 XIII – WORK SCHEDULE**

**Section A** – The normal work schedule for Behavioral Specialists shall consist of a weekly schedule of forty (40) hours. Employees shall have a thirty (30) minute unpaid, duty free lunch period and a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon to be used during times which are mutually determined with their immediate supervisor.

**Section B** – Behavioral Specialist's work calendar shall commence five (5) days before the first work day for teachers and end five (5) days after the final work day for teachers.

**Section C** – Overtime

1. Overtime shall consist of work required or requested by the employee's immediate supervisor in excess of forty (40) hours per week.
2. Overtime work shall be paid at the rate of time and one-half for weekdays and Saturdays and shall be paid at the rate of double time for Sundays and holidays.
3. An employee may elect to request compensatory time in lieu of the receipt of overtime pay. An employee must get approval for the utilization of compensatory time from his/her immediate supervisor. Any and all utilization of compensatory time must take place within 30 working days of the date on which such compensatory additional time spent on the job.

Section D — Behavioral Specialists will not report to work on days when school is cancelled due to inclement weather.

## **ARTICLE XIV — SICK LEAVE**

Section A — All employees shall receive sick leave credit at the rate of one (1) day per month and the full allowance for the year shall be credited at the beginning of each year. For part—time employees, sick leave shall be prorated in accordance with hours worked.

Section B — Unused sick leave shall be cumulative unlimited. Upon termination of employment, the employee will sign an authorization for the District to deduct all sick leave used in excess of the authorized earned amount, if an adjustment has not already been made.

### **Section C — FAMILY MEDICAL LEAVE ACT OF 1993**

The employer will provide covered employees up to twelve (12) weeks of unpaid job protected leave for certain family and medical reasons. Employees who have worked for the employer for at least twelve (12) months and for 1,250 hours over the previous twelve (12) months of employment are eligible. Leaves in excess of 12 weeks may be granted within the discretion of the employer. 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**

Unpaid leave maybe granted for any of the following reasons:

- a. To care for the employees child after birth or placement for adoption or foster care;
- b. To care for the employee's spouse, son, daughter or parent who has a serious health condition; or
- c. For a serious health condition that makes the employee unable to perform the employee's job.

#### **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, employees must attempt to schedule treatment so as not to unduly disrupt employer operations. Failure to provide appropriate notice may result in the denial of leave.

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

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 reduction work schedule

basis. All time taken will count toward the employee's 12 week annual entitlement for family and medical leave.

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

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

### 3. Wages and Benefits

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

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

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

### 4. Return to Work

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

5. Eligibility Year

For purposes of determining eligibility for a leave, the employer hereby adopts a rolling 12 month period whereby each time an employee takes family and medical leave, the remaining leave entitlement will be a balance of the 12 weeks which has not been used during the immediately preceding 12 months.

Section D — When an employee is unable to report to work for any reason, he/she must notify his/her immediate administrator as soon as possible stating the reason for the absence. Failure to do so may result in loss of pay.

Section E — A new employee must actually enter upon the execution of his/her duties with the District in order to be eligible for sick leave credit or any other provisions herein contained.

Section F — Sick leave may be allowed for absences due to the illness of members of the immediate family or household, such absences to be deducted from sick leave. In the event there is no sick leave to the employee's credit, such leave will be unpaid. The immediate family is interpreted to include spouse, father, mother, sister, brother, son, daughter, father—in—law, mother—in—law, brother—in—law, sister—inlaw, daughter—in—law, son—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 G — The District will continue to pay health and dental premiums for up to 12 weeks as required by the Family Medical Leave Act or while an employee is being reimbursed for sick leave, whichever period is larger.

**ARTICLE XV — FUNERAL POLICY**

Section A — A total of five (5) days of absence will be allowed for each death in the immediate family to enable the employee 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. 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 B — Two (2) days of absence per year 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 credit.

Section C — One (1) day of absence per year will be allowed to attend the funeral of a friend and deducted from sick leave.

Section D — If the employee has no unused sick leave credits, a full deduction will be made.

**ARTICLE XVI — OTHER ABSENCES**

Section A — In the event of an injury or illness, compensable under the Michigan Worker's Compensation Law, the affected and necessarily absent employee may elect to be paid from his/her unused paid sick leave credits (to the extent that the same will support such payment) an amount

sufficient to make up the difference between what he/she received from the Worker's Compensation Commission and his/her regular salary during such necessary absence.

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

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

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

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

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

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

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

Section H — Personal business leave for employees shall be provided at the rate of two (2) days 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. Unused personal business leave in excess of four (4) days shall be added to accumulated sick leave.

1. Employees wishing to use the personal business leave shall submit an S-55A to the immediate administrator at least five (5) days in advance of said absence except in cases of emergency.
2. If the leave is considered an emergency, the S-55A may be submitted at the earliest possible time.
3. If a reply to the S-55A has not been received prior to the date of absence, the employee should contact the immediate administrator to get his/her response.

#### Section I - Leave for Child's Academic Performance or Activity

Up to one day per school year will be allowed for a unit member 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 J – Workshops, Conferences or Association Business Meetings: Employees may request attendance at workshops, conferences or meetings which are for Association business. Such requests will be on the appropriate form (S-55) with appropriate Association authorization attached (see Appendix A). No reasonable requests for Association business days up to ten (10) per year will be denied.

### **ARTICLE XVII – GRIEVANCE PROCEDURE**

Any claim by the Association or employee that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be resolved through the procedure set forth herein.

Section A – The first step of the procedure shall consist of a conference between the employee and his/her immediate administrator, either directly or with the Association representative, to discuss concerns about administration, interpretation, or application of this Agreement, with the object of resolving the matter informally. This conference shall be requested by the employee or the Association representative within five (5) working days of the incident. The parties shall jointly draft, sign, and date a memo indicating that such conference was held.

Section B – Step I: If the grievant is not satisfied that the grievance was resolved in Step A, he/she shall submit to the other party a written statement of the grievance on the form as provided in Appendix C. This step shall be taken within five (5) working days of the conference (Section A) or the grievance shall be considered null (see Section F). The person with whom the grievance is filed shall reply in writing within five (5) working days of receipt of the written grievance.

Section C – Step II: Failing satisfactory settlement between the employee and his/her immediate administrator, the grievance form shall be referred by the grievant to the Department of Human Resources within five (5) working days of the administrator's reply. A conference shall be scheduled within five (5) working days of the referral. The Department of Human Resources shall hear the grievance. An earnest effort shall be made by both parties to settle the grievance. The Office of Contract Administration shall answer the grievance within five (5) working days from the hearing.

Section D – Step III: Failing resolution at Step II, the grievance shall be submitted to the Superintendent or his/her designee within ten (10) days following such conference. The Superintendent or his/her



designee shall conduct a conference with the grievant and the grievant's representative within ten (10) days following receipt of grievance. The Superintendent or his/her designee shall render a disposition within ten (10) days following such conference.

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

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

#### Section G – Power of the Arbitrator

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

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

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

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

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

## **ARTICLE XVIII – COMPENSATION**

Section A – The pay of employees covered by this Agreement is set forth in the Employees' Pay Schedule (see Appendix B). Any permanent, fractional-time employee regularly employed on a continuing basis shall be compensated on a prorated rate of pay.

Section B – Medical: 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). For bargaining unit members who are not full-time or who do not work a full school year, the District will pay the appropriate sum on a prorata basis.

Plan A

	Prescription Coverage - \$5.00/\$10.00 co-pay per prescription \$100/\$200 Deductible
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
Health	\$10,000 and \$10,000
Negotiated Life	AD & D VSP-HI
Vision	80/80S/80: \$2,000 80: \$2,000
Delta Dental	50/50/50/50
Class I, II, III + max.	: \$1,500
Class IV + max.	Sealants
Coordinated	
Riders	

Plan B

Long Term Disability	66 2/3% Same as Plan A
Negotiated Life	\$15,000 & \$15,000
Vision	AD & D VSP-III
Delta Dental	80/80S/80: \$2,000 80: \$2,000
Class I, II, III + max.	50/50/50/50
Class IV + max.	: \$1,500
Coordinated	Sealants
Riders	
Annuity	

Plan C For part—time bargaining unit members \$100/month

Negotiated Life

Super Care I

\$10,000 and \$10,000 AD & D

Vision

Delta Dental

Class I, II, III + max. Class IV + max.  
Coordinated

– VSP-III

– 80/80S/80: \$2,000

– 80: \$2,000

– 50/50/50/50: \$1,500

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 employees prorata contribution for the cost of plan A or plan B.

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

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

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

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

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

Section F — The District shall reimburse a KBS member for the loss, damage, or destruction of personal property which was utilized in the performance of the member's duties and which was damaged as the result of acts of nature, such as wind, fire and water. In addition, the District shall reimburse a member for loss, damage or destruction of personal property which was utilized in the performance of the member's duties and which was damaged as the result of the acts of students, school district employees or other individuals who are responsible for such loss. There shall be no reimbursement for loss of money or damage to the member's vehicle. Items such as clothing will be subject to normal depreciation when calculating an employee's loss. The District will reimburse the member up to an amount equal to the deductible on the member's insurance which covers the loss; but in no case shall such reimbursement exceed \$500.00. There shall be no reimbursement for any loss or damage in cases where the member did not exercise reasonable care to secure and/or protect the personal property.

Section G — Longevity: Employees who have fifteen (15) years or more of experience with KPS will receive an additional amount equal to 2% of the Base salary, as Longevity Pay.

Section H — Each Behavioral Specialist who earns additional hours of credit, beyond their Bachelor's degree, at an NCATE accredited college or university, shall be reimbursed the sum of seventy-five dollars (\$75) per credit hour for each additional hour earned. The total sum to be paid for extra-credit hours shall not exceed one thousand dollars (\$1,000). Credit hours earned must be part of a program designed to achieve a higher degree, or must be taken in a field of study directly related to the Behavioral Specialist's 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 employee to receive reimbursement during said term.

Section I — 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 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.

Section J — Terminal Pay - In recognition of long years of service to the District, the District agrees to pay terminal leave to Behavioral Specialists who retire hereinafter after having completed fifteen (15) full years of service. Upon retirement from service, the Behavioral Specialist shall receive a sum equal to one-half (Y2) of one (1) percent of the then current BA base salary multiplied by the Behavioral Specialist's number of prorata years of service in the Kalamazoo system.

**ARTICLE XIX — DURATION OF AGREEMENT**

This Agreement is the complete Agreement between the parties and replaces in every respect any other Agreement between the parties. This Agreement shall become effective on July 1, 2011; and will remain in effect through June 30, 2012.

MICHIGAN EDUCATION ASSOCIATION  
KALAMAZOO BEHAVIORAL SPECIALISTS

SCHOOL DISTRICT OF THE  
CITY OF KALAMAZOO

\_\_\_\_\_  
Uniserv Director

\_\_\_\_\_  
Attorney/Chief Negotiator

**APPENDIX A**

**KALAMAZOO BEHAVIORAL SPECIALISTS ASSOCIATION  
REQUEST FOR RELEASED TIME FOR ASSOCIATION BUSINESS**

NAME \_\_\_\_\_ DATE \_\_\_\_\_

SCHOOL \_\_\_\_\_

Date(s) of Absence \_\_\_\_\_ Full Day \_\_\_\_\_ Half Day \_\_\_\_\_

Substitute Needed YES \_\_\_\_\_ NO \_\_\_\_\_

Signed \_\_\_\_\_

Approved \_\_\_\_\_

KBS President

**A P P E N D I X   B**  
**2011-2012 SALARY SCHEDULE**

**(Behavioral Specialists)**

<u>Step 1</u>	\$30,793
<u>Step 2</u>	\$31,685
<u>Step 3</u>	\$32,585
<u>Step 4</u>	\$33,482
<u>Step 5</u>	\$34,376
<u>Step 6</u>	\$35,273
<u>Step 7</u>	\$36,168

**APPENDIX C**  
**KALAMAZOO PUBLIC SCHOOLS**  
**KALAMAZOO BEHAVIORAL SPECIALISTS ASSOCIATION**  
**Kalamazoo Public Schools**  
**Kalamazoo City Education Association**  
**Grievance Report**

Grievance No. \_\_\_\_\_ Date filed \_\_\_\_\_  
 Name of Grievant \_\_\_\_\_  
 Building \_\_\_\_\_ Assignment \_\_\_\_\_

Distribution at Conclusion:  
 White-Asst. Supt.,  
 Canary-Principal  
 Pink-Association  
 Goldenrod-Behavioral Specialist

**SUBMIT TO PRINCIPAL IN QUADRUPLICATE**  
**STEP 1**

- A. Date Cause of Grievance Occurred \_\_\_\_\_
- B. Statement of Grievance \_\_\_\_\_
- C. Specific Section(s) of Contract Alleged to Have Been Violated \_\_\_\_\_
- D. Relief Sought \_\_\_\_\_

E. Disposition by Principal  
 Signature of Grievant(s) \_\_\_\_\_ Date \_\_\_\_\_  
 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 \_\_\_\_\_

C. Position of Grievant(s)  
 Signature of Administrator \_\_\_\_\_ Date \_\_\_\_\_

D. Position of Association  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

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

**STEP III**

- A. Date Received by Chairman, Board Personnel Committee \_\_\_\_\_
- B. Disposition by the Board Personnel Committee \_\_\_\_\_

C. Position of Grievant(s)  
 Signature of Chairman \_\_\_\_\_ Date \_\_\_\_\_

D. Position of Association  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

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 XVII 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**