

**Tentative**

**AGREEMENT**

**between**

**KALAMAZOO PUBLIC SCHOOLS**

**and**

**THE KALAMAZOO EDUCATION ASSOCIATION**  
**RATIFIED – DRAFT COPY**

**2012-2015**

# TO BE EDITED WHEN TA COMPLETE

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**AGREEMENT**  
**between**  
**KALAMAZOO PUBLIC SCHOOLS**  
**and**  
**THE KALAMAZOO COUNTY EDUCATION ASSOCIATION**  
**(KEA)**  
**2012 - 2015**

**PREAMBLE**

THE AGREEMENT entered into as of this ~~16th~~ \_\_\_ day of \_\_\_\_\_, 2013, by and between Kalamazoo Public Schools, hereinafter called the School District or District, and the Kalamazoo County Education Association, an incorporated Association (of which the Kalamazoo Education Association is a member organization), hereinafter called the Association, affiliated with the Michigan Education Association, hereinafter called the MEA; and the National Education Association, hereinafter called the NEA. The School District and the Association shall be the sole parties to this Agreement.

**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, bargaining unit members 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 - DEFINITIONS**

The term “employee,” “bargaining unit member” or “member” when used hereinafter in this Agreement shall refer to all KEA bargaining unit members.

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

The term teacher is used to refer to all professional employees within the bargaining unit covered by this agreement whose employment is regulated by the Michigan Teacher Tenure Act.

The term ancillary staff is used to refer to all professional employees within the bargaining unit whose employment is not regulated by the Michigan Teachers tenure Act.

**Section B: Definition of Qualified**

The term “qualified” shall be defined by state and federal laws and regulations.

## **Section B: Unit Description**

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

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

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

## **Section C: 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 D: 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 E: 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 F: Relation 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 if permitted by law between the parties.

## **Section G: 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 employees 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: Right of Association**

Pursuant to the Michigan Public Employment Relations Act, the District hereby agrees that every bargaining unit member 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 member 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 bargaining unit member is not within the appropriate concern or attention of the District provided such activity does not negatively affect the individual'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 bargaining unit members 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 bargaining unit member 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 ancillary staff 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 employee 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 the Association, a meeting may be scheduled by the building principal. In addition, building representatives shall be permitted to call building meetings in the normal meeting room or other convenient room in the building after school hours when such meetings do not conflict with the educational program or meetings called by the Administration. The Association Representative will clear time and place of the meeting with the building principal.

## **Section 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: Employee Records**

All records pertaining to a teacher shall be kept in the employee's file in the Human Resources Office or in the office of the immediate supervisor. Each employee 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 employee. After making an appointment for that purpose, employees 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 an employees' request, accompany the employee during this review.

## **Section N: Bargaining Unit Member Residual Rights**

All bargaining unit members 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 **employees** are vested solely and exclusively in the Board.

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

### **Section A: Professional Tasks and Duties**

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 **two current school nurse positions** that nursing services may be supplied in the School District as determined by the District.

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

### **Section A: Authorization and Deduction of Dues**

Any employee 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 August 1 and August 31 of any year. Pursuant to such authorization, the District shall deduct the “designated biweekly dues deduction” from the biweekly paychecks of the teacher beginning with the second payroll of the school year and ending when the teacher has fulfilled their annual dues obligation. The “designated biweekly dues deduction” for all members shall be one-sixteenth (1/16<sup>th</sup>) of the maximum possible annual dues for the school year as determined by the Association in writing to the District no later than September 1. Deductions for members employed after the commencement of the school year, or returning from Leave of Absence, shall be made in equal installments of no less than the “designated biweekly dues deduction” so that the teacher’s annual dues obligation is met no later than the 21<sup>st</sup> pay period of the school year.

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

Any employee 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. Employees 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 employee 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 employee 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 Continuing Membership Form containing payroll deduction authorization, when properly signed and submitted to Human Resources 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 of 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 SCHEDULED HOURS**

#### **Section A: Work Hours**

The regular school day covered by this Agreement shall start ten (10) minutes before student instruction begins for secondary employees and thirteen (13) minutes before student instruction begins for employees. 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 following the school calendar. Upon a teacher's request, exceptions may be authorized by the principal.

**Employees** 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 **employee** 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 bargaining unit members from their obligation to attend and participate in parent-teacher conferences and building, departmental and other meetings called by the Administration. Employees 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 employee 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 employees), 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). Employees 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 (PD) 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 1/2) 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 the District.

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 employee teachers no later than noon on Tuesday for the following week. A copy of the week's calendar will be posted in the designated area at each site no later than noon by the site administrator or his/her designee in the designated area.

Work sites without individual teacher e-mail access (if any) shall continue to be sent paper copies. It will be the employees' 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 employees will not be held responsible for the meeting and/or the information from the meeting.

Cancellations will continue to be conveyed, as they occur, from Human Resources by fax or e-mail for posting to work sites (if any) without individual teacher e-mail access. Cancellations will be conveyed by HR by noon for the following week. Any such cancellation will be posted in the designated area by the site administrator or his/her designee. 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 employees 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 employee 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 employees 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. Employees will not be required to remain in the building during this time provided they notify the building office.

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

Unless there are letters of Agreement modifying these provisions, 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: Elementary Planning Time**

The District will provide planning time to every elementary employee. 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 employees 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 and ancillary staff 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 an employee'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 employee 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: Pupil-Teacher Ratio**

The parties recognize that the pupil-teacher ratio is an important aspect of an effective educational program. Therefore, the District shall maintain the 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 in 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. Kindergarten classes shall not exceed twenty-six (26) students.
6. 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 student with a disability, excluding speech, who is assigned 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 – Secondary**

With the exception of classes in music, study hall and counseling group assignments, it is hereby agreed that the maximum number of students assigned to any secondary teacher shall not exceed one hundred sixty (160) students per school day and thirty-five (35) students per class period effective with the 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 five hundred dollars (\$500) for each class to which they are assigned that contains thirty-six (36) or thirty-seven (37) students.

Commencing with the 2011-12 school year, a physical education teacher who has been assigned forty-eight (48) students or more will be eligible for an additional payment of five hundred (\$500) dollars for each class per trimester to which they are assigned that contains forty-eight (48) or more students. The maximum for physical education will be two hundred thirty (230) per school day.

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

A determination of class counts shall be made no later than fifteen (15) student days after the first day of the first trimester and ten (10) days after the first day of the second and third trimesters. After the initial determination of class counts, if the number described in this Section E is exceeded, the teacher will be eligible for the additional payment.

**Section F: Balance of Secondary Class Size**

The parties are in agreement that the existing procedures developed to guide the secondary assignment process will continue to 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. If the existing procedures are formalized or changed, the Association will have input during formalization or change and will receive final copies of the procedure upon request.

### **Section G: Secondary Schools**

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 H: 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 I: 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 J: Special Education Consideration**

Special education class sizes shall comply with the KRESA plan approved by the Michigan Department of Education. If there is no KRESA Plan provision applicable, the State Board of Education Special Education regulations then in effect will govern. 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 employee’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 employee to other buildings within the school system, in the event of the teacher’s transfer.

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

The District shall reimburse an employee for the loss, damage, or destruction of personal property which was utilized in the performance of the employee'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 an employee for loss, damage or destruction of personal property which was utilized in the performance of the employee'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 employee up to an amount equal to the deductible on the employees'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 employee did not exercise reasonable care to secure and/or protect the personal property.

## **Section D: Facilities**

The District shall provide:

1. A desk for each employee in the District, as well as a lockable drawer space.
2. Appropriate space for each employee 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 work responsibility.

## **Section E: Employee Facilities**

The District shall make available in each school a lunchroom, restroom, and lavatory facilities for employee 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 to conduct testing, consultation and program implementation.

## **Section G: Telephones**

Telephone facilities shall be made available to employees 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 employee use and reasonably maintained.

### **Section I: Medical Testing**

The District shall provide, at no cost to the employee, 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 employees will work out an arrangement whereby workspace may be accessed outside of normal work hours.

## **ARTICLE 9 – ACADEMIC FREEDOM**

### **Section A: Foster Democracy**

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 employees 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: Educator 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 educators to incorporate the best of their preferences or personal styles into their teaching methods; -4) plan and prescribe teaching methods used to assist ancillary staff placed on a Plan of Assistance.

#### **Section D: Student Expectations**

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.

#### **Section F: Grade Change**

1. Except as provided in this Section, 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 twenty (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 thirty (30) days after the pupil received the grade.
4. A review panel considering a grade change under this section shall be composed of three (3) teachers selected by their bargaining unit (at least one (1) teacher from the department/grade being reviewed), one (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 thirty (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.

## **ARTICLE 10—ANCILLARY STAFF ASSIGNMENTS**

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

Ancillary staff 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 ancillary staff member'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 ancillary staff. This paragraph shall also apply to summer school ancillary staff.

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

Ancillary staff 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. Ancillary staff 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 an ancillary staff member who has not rescinded their request(s) may still receive another assignment pursuant to such request(s). Ancillary staff 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 bargaining unit member. No member 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 members 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**

Employees should request and receive instructional assistance from the appropriate administrator/supervisor when needed in order to improve their 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 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 bargaining unit members, 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.

#### **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 employees 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: Ancillary Job Sharing**

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

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

Bargaining unit members 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 teacher 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, ancillary staff 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 an ancillary staff recall is required, the position will be posted and the most-senior ancillary staff applicant will be recalled.

### **Section H: Annual Increases**

Bargaining unit members 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 bargaining unit members shall be responsible for all the regular duties performed by professional staff at no extra pay, including:

1. Preparing daily lesson plans.
2. Preparing report cards.
3. 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 member is not regularly scheduled to work.

4. 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 bargaining unit member shall receive pro-rata salary.

## **ARTICLE 12 – TRANSFERS AND VACANCIES (APPLICABLE ONLY TO ANCILLARY STAFF)**

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

The parties agree that un-requested transfers of ancillary staff 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 ancillary staff member, and only for reasonable and just cause. An analysis of educational needs and qualifications will be the primary criteria for making involuntary transfers. All factors related to these criteria being equal, seniority will be the factor for considering ancillary staff 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 ancillary staff that involuntary transfers are made. In such instance, the District shall, after consulting with the Association, determine appropriate action. The ancillary staff member 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**

Ancillary staff members who desire a change in 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 ancillary staff members’ 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 an ancillary staff member is granted a second or third choice and his/her first choice or a new position subsequently becomes available, the ancillary staff member must be considered for that position. Although an ancillary staff member has been granted their first choice, the ancillary staff member retains the right to apply for a posted position.

## **Section C: Request Deadline**

Except for transfer requests in response to a specific posting, ancillary staff member must file transfer requests with Human Resources prior to the last day in March. (Master List) ancillary staff members 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 ancillary staff member . 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 ancillary staff vacancies occur which allow for involuntary transfers to be reversed, the District will do so. (If more ancillary staff members 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 ancillary staff member 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. Ancillary staff 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 first day of the May Posting but not later than ten (10) work days after completion of the first round of staffing, all transfer applications shall be acted upon and affected ancillary staff 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. Ancillary staff 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 ancillary staff members notified in writing.

For the April and May postings, the District will make ancillary staff 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 an ancillary staff member 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 ancillary staff members, shall not be posted. Ancillary staff vacancies for which no transfer request is honored may be filled with new hires.

Ancillary staff vacancies which occur in the School District after the May Posting as a result of ancillary staff 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 ancillary staff 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 ancillary 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 ancillary staff member requesting that position who shall be awarded the position the following school year. If the most senior ancillary staff member declines such position in writing within five (5) school days, the next most senior ancillary staff 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 ancillary staff members requesting said position on the

Master List or in the event all qualified ancillary staff 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.

Ancillary staff members 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 ancillary staff members.

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

The ancillary staff 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 Sections C and D.

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

#### **Section F: New Ancillary Staff Assignment**

No assignment of new ancillary staff members 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 KEA 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.[typo]

#### **Section H: Qualifications**

Applicants must meet all local and state qualifications for such position as defined in the announcement. Any qualified employee 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 KEA 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 bargaining unit member 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 an ancillary staff member will be made on the following basis: qualifications, mutual agreement of the ancillary staff member and Human Resources, educational need and seniority.

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

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

The voluntary reassignment and/or transfer of a part-time ancillary staff member who has satisfactorily completed a probationary period 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 between April 15 and May 15 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 whom should be selected as department head, the issue as to whom 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 Teaching and Learning Services (TLS), the Superintendent of Schools or designee, the President of the Association and a building Association Representative of the affected building selected by the Association. 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 identifiable specialized ancillary staff categories, such reductions will be made on a District-wide basis by seniority.

### **Section N: Surplus Ancillary Staff**

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

### **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 which exceed ninety (90) working days during the school year and 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 use a substitute in said position for the remainder of that semester; but such substitute 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 substitute (now a new hire) shall have seniority rights and all other contractual rights from his/her 61<sup>st</sup> working day as a substitute

**Section Q: High School Designated Vacancies for Athletic 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.

**Section R: High School Designated Vacancies for Co-Curricular Coaches**

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.

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### **Section S: Staffing of Counselor Position Vacancies**

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.

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.

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.

The District also agrees that no KEA member shall be involuntarily transferred to another site or position to satisfy balancing by race or gender.

### **Section T: Magnet School and Alternative Program Ancillary Staff Selection**

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, Milwood Middle School Magnet: A Center for Math, Science and Technology, 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 ancillary staff at the District’s Magnet Schools and Alternative Programs:

1. By March 1 of each school year, Human Resources will make available on the Intranet site 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 will also provide sixty (60) copies to the Association for distribution to KEA building representatives. 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.

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. No ancillary staff member at a Magnet School will be allowed to transfer to another building without the agreement of the Assistant Superintendent of Human Resources during such three (3) year period for which a "no-transfer" commitment has been made. The three (3) year requirement shall not apply to involuntary transfers.
6. All ancillary 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 U: KAMSC Staffing**

Due to the uniqueness of the program, ancillary staffing for the Kalamazoo Area Mathematics and Science Center (KAMSC) shall be subject to the provisions of Article 12, with the following modifications, which shall not apply to other positions in the bargaining unit:

1. Candidates for an ancillary staff position at KAMSC may be sought outside of the District. A notice of a vacancy will be posted to all school districts within KRESA, as well as within state and national networks specializing in math, science, and technology secondary schools.
2. Qualifications for an ancillary staff position at KAMSC shall include: 1) a minimum of three years of successful experience in the content area, 2) an undergraduate major in the content area, and 3) a minimum of a Master's degree in the content area, or equivalent coursework or experience.
3. A review of the candidates' qualifications will be conducted by a committee consisting minimally of a representative from Human Resources, the KAMSC Director, and two (2) KEA representatives selected by the Association members of the site. Interviews shall be conducted by the committee, prior to the end of the teachers' work year, if possible. Internal candidates will be considered before external candidates.



4. The selection committee may recommend a waiver of one or more of the qualifications (see #2 above). Candidates shall be selected based upon meeting the posted requirements and best fit for the program.

## **ARTICLE 13 –ANCILLARY STAFF EVALUATION**

A. The evaluation of the work and performance of all ancillary staff 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 performance and for the identification of those areas for which ancillary staff may need assistance. The evaluation process shall provide for the use of recommendations for improvement and assistance to the ancillary staff. Details of the evaluation process, evaluation forms and the ancillary staff’s general responsibilities are to be negotiated between the District and KEA. Every ancillary staff shall be provided a copy of this document at the beginning of the school year, or at the time of hire for a new ancillary staff, and shall be provided training in the evaluation process. The “Framework” and all forms of the evaluation process shall also be available online. Forms may be completed electronically, but printed copies must be filed with Human Resources, where required.

### **B. Freedom of Information**

The employee will promptly be advised by the District’s Human Resources Department that the employee’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.

### **I. Professional Growth and Evaluation Domains –**

The parties agree that a model of professional growth and evaluation shall be used to assess each ancillary staff member’s performance and effectiveness that is largely based on the work of Charlotte Danielson. It assesses each ancillary staff member’s competence and progress in meeting performance standards within five distinct domains of professional practice: Domain 1) Planning and Preparation, Domain 2) Classroom Environment, Domain 3) Instruction, Domain 4) Professional Responsibilities, and Domain 5) Student Growth Indicators. Each domain has multiple components and elements, with rubrics for assessing a teacher’s strength and ability within each element. A weighted matrix will be used to summarize the ancillary staff member’s scores from all of these domains in order to arrive at an overall rating of teacher effectiveness, or a final “performance rating”. Domain 1, Domain 2, and Domain 3 shall be weighted at twenty percent (20%) each, Domain 4 shall be weighted at fifteen percent (15%), and Domain 5 shall be weighted at twenty-five percent (25%).

**II. Ancillary Staff Effectiveness Rating, or Performance Rating** On an annual basis, every ancillary staff member shall receive a final year-end performance rating of “Highly Effective,” “Effective,” “Minimally Effective,” or “Ineffective.” This rating will be based on the ancillary staff member’s progress towards his/her professional growth goals and other evidence of teacher effectiveness, and will be summarized in the performance matrix described in I. above. This rating shall be provided as part of a written performance evaluation prior to the end of the school year. The deadline for this final evaluation shall be determined by the ancillary staff member’s evaluation Track.

### **III. Performance Evaluation Tracks**

Each ancillary staff member shall be placed on one of three evaluation “tracks,” depending on both the ancillary staff member’s tenure status and the ancillary staff member’s most recent performance evaluation rating(s).

## **A. Track I –**

### **1. Probationary Period**

Track I shall apply only to non-tenured (probationary) ancillary staff member’s

A non-tenured ancillary staff member hired before July 19, 2011, shall be eligible to attain tenure after four (4) full school years of employment. A non-tenured ancillary staff member teacher hired on or after July 19, 2011, shall be on probation for the first five (5) full school years of employment, and the following provisions shall apply:

- a. Any probationary ancillary staff member who received an overall performance rating of less than “Effective” at the end of the prior year, shall receive a mid-year progress report and an end-of-year performance evaluation. Second or third year probationary ancillary staff member rated less than “Effective” in two or more domains are encouraged to seek support from their principal.
- b. If a non-tenured ancillary staff member receives a rating of “Highly Effective” in three consecutive annual year-end performance evaluations, s/he may attain tenure status after four (4) full school years of employment.

A probationary ancillary staff member must complete two (2) years at his/her work site before being allowed a voluntary transfer, unless mutually agreed by the Association and the District.

### **2. Individualized Development Plan (IDP)**

An Individualized Development Plan (IDP) shall be developed annually, or as required by law, for a Track I ancillary staff member. The IDP shall be developed by the ancillary staff member supervisor, in consultation with and input from the ancillary staff member. This IDP shall be developed by the end of October for all ancillary staff members. For those hired after the start of the school year, the IDP will be developed between four (4) and eight (8) weeks following the teacher’s date of hire. Copies of all IDPs shall be filed with the ancillary staff member, the ancillary staff member’s immediate supervisor, and Human Resources. See the “Framework for Professional Practice and Teacher Evaluation Process” for further details regarding the IDP process and procedures.

### **3. Formal Observations**

At least two (2) formal observations per year are required for ancillary staff members in Track I, at least sixty (60) days apart. In the case of a first-year or second-year Track I ancillary staff member, at least one observation shall be made prior to the ancillary staff member’s mid-year progress report. Annual evaluations shall include in-room observations of all aspects of the ancillary staff member’s instructional practice. Observations shall be conducted by the ancillary staff member’s supervisor. An observation shall be at least one complete lesson, based on the lesson plans provided by the ancillary staff member’s.

Observations shall be scheduled at least five (5) work days in advance for a three-day window in which the observation would take place. If an observation needs to be rescheduled, the ancillary staff member's shall be notified of the date of the rescheduled observation no later than one (1) day prior to the end of the week in which the observation should have taken place, so as to accommodate lesson planning. A pre-observation conference shall be held to review the ancillary staff member's IDP and those areas which might be observed. All monitoring or observation of the work of the teacher shall be conducted openly and with the knowledge of the ancillary staff member's. The parties agree that during an observation every effort will be made to maintain the normal teaching-learning process. An observation shall include assessment of the ancillary staff member's skill and ability in the observed domains of the "Framework for Professional Practice".

A post-observation conference shall be held within five (5) work days of the observation. The ancillary staff member teacher shall bring a completed Post-Observation Reflection Form to this conference, and the administrator shall bring the completed Classroom Observation Form. The ancillary staff member teacher and the administrator shall each retain copies of both forms.

As a result of this post-observation conference, identified areas of concern, together with suggested ways in which the ancillary staff member is to improve, and identification of assistance to be given, may be addressed in the teacher's IDP.

#### **4. Additional Anecdotal Evidence**

Additional evidence of an ancillary staff member's professional practice may be gathered, such as: informal observation(s), walk-through observations, rapport and communication with parents, and voluntary service within the school community. Additional information about Domain 4 may be collected by the ancillary staff member's using the Professional Log and provided to his/her supervisor. Informal observations may be conducted, with the knowledge of the ancillary staff member's, by another administrator knowledgeable of the ancillary staff member's content and/or grade level. Concerns or complaints may not be used as part of the ancillary staff member's evaluation unless they have been brought to the attention of the ancillary staff member's in a timely manner, and said discussion with the ancillary staff member's has been properly documented by the administrator.

#### **5. Summative Assessment – (See Section V below.)**

#### **6. Ancillary Staff Member Response**

An ancillary staff member 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 an ancillary staff member, 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 ancillary staff member and it shall be the ancillary staff member responsibility to send said copies to the Association if he/she chooses to do so.

### **B. Track II –**

#### **1. Ancillary Staff with more than five (5) years experience in KPS**

Track II shall apply only to an ancillary staff member who: 1) has received a rating of “Effective” or “Highly Effective” in his/her most recent annual performance evaluation, 3) is a teacher who is not eligible for tenure due to his/her certification but has moved beyond his/her probationary period. If an ancillary staff member is rated as “Highly Effective” on three (3) consecutive performance evaluations, the school district may choose to conduct biennial performance evaluations for that ancillary staff member. However, if a biennial evaluation results in a rating of “Ineffective” or “Minimally Effective,” then the ancillary staff member shall be subject to annual evaluations again.

## **2. Professional Growth Plan (PGP)**

A Professional Growth Plan (PGP) shall be developed or revised annually by an ancillary staff member who has received a rating of “Highly Effective” or “Effective” in his/her most recent annual performance evaluation. The PGP shall serve as a guide for improvement of the ancillary staff member’s professional skills and/or practice, and for the pursuit of additional professional development opportunities. Upon reflection of the ancillary staff member’s self-assessment, prior year-end evaluation, and other collected evidence, such as observations and student assessment data, an ancillary staff member may develop one or more goals for professional improvement. Such goals may be personal, or may be a common goal shared with a group of other teachers working towards the same improvement goal. At an ancillary staff member’s choosing, an ancillary staff member may have a combination of both personal and group goals. If two or more ancillary staff members share a professional goal that they intend to work on collectively, the group of ancillary staff member must meet with their supervisor as a group for the purpose of reviewing their collective goal(s).

This PGP shall be developed or revised by October 1, and copies filed with the ancillary staff member, the ancillary staff member immediate supervisor and Human Resources. An Interim Progress Report (IPR) shall be completed by the ancillary staff member at the midpoint of his/her PGP, and also filed with the ancillary staff member, the immediate supervisor and Human Resources. An IPR will be filed no later than January 15 for a one-year PGP, and May 1 for a two-year PGP. The IPR shall consider student growth as a significant factor.

In the event that the District involuntarily transfers an ancillary staff member to an assignment which s/he has not held within the last five (5) years, such ancillary staff member shall not be placed on Track III, Formal during the first year of such assignment.

See the “Framework for Professional Practice” for further details regarding the PGP process and procedures.

## **3. Formal Observations**

For an ancillary staff member, annual performance evaluations shall be based on multiple observations. Formal classroom observations are not required, but must be conducted at least once every three (3) years or as required by law. If the District chooses to do formal classroom observations of an ancillary staff member more frequently, or if the ancillary staff member requests that an observation be included in their annual evaluation, then such observations shall be conducted by the ancillary staff member building administrator. An observation shall be at least one complete lesson, based on the lesson plans provided by the ancillary staff member.

Observations shall be scheduled at least five (5) work days in advance for a three-day window in which the observation would take place. If an observation needs to be rescheduled, the ancillary staff member shall be notified of the date of the rescheduled observation no later than one (1) day prior to the end of the week in which the observation should have taken place, so as to accommodate lesson planning.

All monitoring or observation of the work of the ancillary staff member shall be conducted openly and with the knowledge of the ancillary staff member. The parties agree that during an observation every effort will be made to maintain the normal teaching-learning process. Unless mutually agreed upon between the ancillary staff member and the building administrator, an observation shall include assessment of the ancillary staff member skill and ability in the observed domains of the “Framework for Professional Practice”.

A post-observation conference shall be held within five (5) work days of the observation. The ancillary staff member shall bring a completed Post-Observation Reflection Form to this conference, and the administrator shall bring the completed Classroom Observation Form. The ancillary staff member and the administrator shall each retain copies of both forms.

As a result of this post-observation conference, identified areas of concern, together suggested ways in which the ancillary staff member is to improve, and identification of assistance to be given, may be addressed in the ancillary staff member PGP. If an administrator believes ancillary staff member is doing “Ineffective” or “Minimally Effective” work in any domain, the reasons shall be set forth in specific terms as well as an identification of the suggested ways in which the ancillary staff member is to improve and identification of assistance to be given. See Track III.

#### **4. Additional Anecdotal Evidence**

Additional evidence of a ancillary staff member professional practice may be gathered, such as: informal observation(s), walk-through observations, rapport and communication with parents, and voluntary service within the school community. Additional information about Domain 4 may be collected by the ancillary staff member using the Professional Log and provided to his/her supervisor. Informal observations may be conducted, with the knowledge of the ancillary staff member, by another administrator knowledgeable of the ancillary staff member content and/or grade level. Concerns or complaints may not be used as part of the ancillary staff member evaluation unless they have been brought to the attention of the ancillary staff member in a timely manner, and said discussion with the ancillary staff member has been properly documented by the administrator.

#### **5. Summative Assessment – (See Section V below.)**

#### **6. Ancillary Staff Member Response**

An ancillary staff member 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 an ancillary staff member, the ancillary staff member 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 ancillary staff member, and it shall be the ancillary staff member responsibility to send said copies to the Association if he/she chooses to do so.

### **C. Track III –**

Track III is reserved for an ancillary staff member who is in need of assistance with one or more of the components or elements of the District’s “Framework for Professional Practice”. This process may be initiated at any time, and is designed to deal with the improvement of professional competency. No ancillary staff member shall be placed on Track III for issues unrelated to professional performance.

The Track III evaluation process is for an ancillary staff member who has an observed and documented area of concern in one or more domains, as identified by the ancillary staff member and/or his/her immediate supervisor. It is comprised of two paths: the Informal Process and Improvement Plan, and the Formal Process and IDP. The Informal Process may be used to address a limited number of competency issues, such as when multiple elements throughout the domains, or one domain, have been rated as “Minimally Effective” or “Ineffective”. In these circumstances, either the ancillary staff member or his/her administrator may initiate the Informal Process. The Formal Process should be used when an ancillary staff member is rated as “Minimally Effective” or “Ineffective” in more than one domain, or on his/her year-end performance rating.

#### **1. Informal Process and Improvement Plan**

If an ancillary staff member immediate supervisor determines that a concern exists with respect to an ancillary staff member s performance, a meeting shall be scheduled with the ancillary staff member to discuss said concern, with recommendations for how the ancillary staff member may address the issue. The concern(s) shall be specific, documented, and based in the “Framework for Professional Practice”. Any recommendations for improvement shall be mutually developed by the ancillary staff member and supervisor, utilizing the “Track III Improvement Plan Form” from the “Framework for Professional Practice” to document the concern and the ancillary staff member’s progress. Copies of the Improvement Plan shall be filed with the ancillary staff member and the ancillary staff member immediate supervisor no more than five (5) work days following the meeting.

Unless the ancillary staff member and supervisor agree otherwise, at least two (2) formal classroom observations shall be conducted at least twenty (20) work days apart, with the first observation taking place no less than fifteen (15) work days following the development of the Improvement Plan. These observations will focus on the Improvement Plan. A post-observation conference shall be held within five (5) work days of the observation. The ancillary staff member shall bring a completed Post-Observation Reflection Form to this conference, and the administrator shall bring the completed Classroom Observation Form. The ancillary staff member and the administrator shall each retain copies of both forms.

Within forty-five (45) work days of being placed on the Informal Improvement Plan, a conference shall be scheduled between the ancillary staff member and supervisor to review the ASM’s progress in addressing the Informal Improvement Plan. If the ancillary staff member has made satisfactory progress, the ancillary staff member will be moved back to Track II.

If the ancillary staff member has failed to make satisfactory progress, resulting in the ancillary staff member being placed on the Formal Improvement Plan, the ancillary staff member shall be notified

in writing five (5) work days prior to the conference. The conference shall focus on the content of the IDP. The ancillary staff member may have an Association Representative present during the conference.

An ancillary staff member may be placed on the Informal Improvement Plan within forty-five (45) calendar days of the end of the school year. However, if such an ancillary staff member does not make sufficient progress before the close of the school year, the Informal Improvement Plan may continue with the next school year.

## 2. Formal Process and IDP

In addition to other reasons outlined above, an ancillary staff member shall be placed on the “Track III – Formal” evaluation process because of, but not limited to:

- a. The ancillary staff member received an overall performance rating of “Ineffective” or “Minimally Effective” on his/her most recent year-end performance evaluation.
- b. The ancillary staff member failed to demonstrate satisfactory progress while on the “Track III – Informal” process.
- c. The ancillary staff member has demonstrated substantial competency issue(s).
- d. The ancillary staff member chooses this process to resolve one or more issues of concern.

Ancillary staff member on the “Track III – Formal” evaluation process (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.

An ancillary staff member rated as “Ineffective” on his/her Annual Performance Evaluation may request an evaluation review by the Superintendent within twenty (20) days of receipt of the rating. An ancillary staff member rated as Ineffective must have no less than ninety (90) student days to make adequate progress towards their IDP goals. Any ancillary staff member on Track III may be removed from the “Track III – Formal” process earlier if he/she demonstrates satisfactory progress in meeting the goals of his/her IDP.

If a ancillary staff member is placed on the “Track III – Formal” process, the IDP (Plan of Assistance) is to be developed by the Administrator, in consultation with the ancillary staff member, within ten (10) work days after the identification of the areas needing improvement. Copies of all IDPs shall be filed with the ancillary staff member, the ancillary staff member immediate supervisor, and Human Resources no more than five (5) work days following the conference. Subsequent observations and evaluations must address the ancillary staff member progress toward the goals of the Plan of Assistance.

The IDP (Plan of Assistance) shall include the following details:

- a. 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 the Plan of Assistance.

See the “Framework for Professional Practice” for further details regarding the IDP process and procedures.

The ancillary staff member on “Track III – Formal” may request the presence of an Association Representative during IDP review meetings or at a post-classroom observation conference. However, it is the teacher’s responsibility to arrange for an Association Representative. The Human Resources Department will also be represented at such meetings. The unavailability of a particular Association Representative or Human Resources shall not delay post observation conferences.

An ancillary staff member assigned to “Track III – Formal” will receive both a mid-year progress report and a final end-of-year evaluation. At least three (3) formal classroom observations shall be conducted. These observations shall be scheduled at least twenty (20) student days apart, unless mutually agreed upon in writing by the teacher and the supervisor. A post-observation conference shall be held within five (5) work days of the observation. The ancillary staff member shall bring a completed Post-Observation Reflection Form to this conference, and the administrator shall bring the completed Classroom Observation Form. The ancillary staff member and the administrator shall each retain copies of both forms.

The ancillary staff member and supervisor shall meet monthly, or more frequently, at a mutually agreed-upon time, to discuss the ancillary staff member progress and to mutually revise the IDP, as needed.

Written summaries of these IDP review meetings will be provided to the ancillary staff member within five (5) work days of each meeting. Both parties shall sign the summary to acknowledge its receipt. The ancillary staff member may attach a written statement or rebuttal within five (5) work days of receipt of the summary.

The final year-end (summative) evaluation report shall be submitted to Human Resources no later than May 1. The original IDP, any revisions of the IDP, and the monthly reports shall be attached to the final summative evaluation report.

Prior to a recommendation being made to the Board that a ancillary staff member’s services be terminated for unacceptable teaching performance, the IDP procedures outlined above must have been implemented.

#### **IV. Self-Assessment**

In conjunction with, or following the completion of, an ancillary staff member’s annual performance evaluation, the ancillary staff member shall complete a self-assessment of their professional skills and practice, utilizing the Self-Assessment Worksheet in the “Framework for Professional Practice”. This self-assessment must be completed by the end of September each year, but may be completed prior to the conclusion of the previous school year. A non-probationary ancillary staff member may use the self-assessment to assist in formulating his/her professional growth goals for the ensuing school year. The self-assessment worksheet shall be retained by the ancillary staff member for reference during the school year.

A probationary ancillary staff member in his/her first year shall not be required to do a self-assessment until at least the conclusion of his/her first year. After his/her first year, a probationary ancillary staff member shall share the self-assessment with his/her immediate supervisor as they mutually develop new goals for the ancillary staff member’s Individualized Development Plan (IDP) for the ensuing school year. For an



ancillary staff member’s on “Track III – Formal” process, there is no self-assessment until the issue(s) is(are) resolved.

See the “Framework for Professional Practice” for further details regarding the Self-Assessment process and procedures.

## V. Summative Evaluation

### A. Written Assessment

A written performance evaluation for all ancillary staff member shall be completed in accordance with the following timelines:

<b>Tenure Status</b>	<b>Frequency</b>	<b>Deadline</b>
Track I (Probationary)	Semi-annual (requires IDP)	No later than the end of five (5) months from start date for mid-year, and no later than May 1 for end-of-year (or no later than 150 work days following start date).
Track II (Non-probationary)	Annual	May 1 (end-of-year)
Track III (Informal)	Not more than 45 days from start of informal improvement plan	
Track III (Formal) Assumes full-year process	Semi-annual (requires IDP)	December 10 (mid-year) and May 1 (end-of-year)

## VI. Personnel Committee Review

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

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

In the event a probationary ancillary staff member , or a non-probationary ancillary staff member being recommended for termination, is not continued in employment, the District will advise the ancillary staff member of the reasons therefore in writing.

## VII. Implementation Provisions

It is expected that whenever possible, The Framework will be referenced when professional conversations take place; during grade level/department meetings, building professional development, staff meetings, and other professional conversations.

## **ARTICLE 14 – PROFESSIONAL IMPROVEMENT**

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

The parties support the principle of continuing training of employees, participation by employees 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 employee conferences will be distributed at the building level by a committee composed of the building principal and employees selected by the building staff. Any employee who receives permission to attend a conference will be supplied with a substitute if necessary. Employees 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 prior to the attendance of the conference. When disapproved, a copy shall likewise be returned to the employee. 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 employees during the school year irrespective of the action taken thereon.

## **ARTICLE 15 – PROFESSIONAL BEHAVIOR**

### **Section A: Compliance with Rules**

Employees 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 employees 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 not applicable to teachers**

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 ancillary staff members reflect adversely upon the ancillary staff member professional and create undesirable conditions in the school building. The District, in recognition of the concept of progressive correction, shall notify the ancillary staff member 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 ancillary staff member and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any ancillary staff member.

### **Section C: Just Cause *not applicable to teachers only to ancillary staff***

No ancillary staff member 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 ancillary staff'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 any matter covered by the Tenure Act or the adjudication of any complaint by a probationary employee dealing with final evaluation. All information forming the basis for disciplinary action shall be made available to the ancillary staff upon request.

#### **Section D: Ancillary Staff Member Conference**

No disciplinary action against an ancillary staff member 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 ancillary staff member. A report of such disciplinary action which becomes a matter of record shall be submitted to the ancillary staff member and a copy may be included in the ancillary staff member's personnel file, provided however, said ancillary staff member is allowed to include a reply.

If an ancillary staff member 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.

#### **Section E: School Safety Legislation – Reportable Crimes**

Pursuant to 2005 Public Acts 129-131 and 138, all employees shall self-report to the District and the Michigan Department of Education (MDE) when arraigned/charged with certain identified crimes. Within three (3) business days of arraignment, the employee must report the arraignment/charge to the Superintendent, or the employee may be found guilty of an additional crime. The reportable crimes are listed online with the Michigan Department of Education and in Appendix D. A copy of the "Arrestment Disclosure Form" follows Appendix C.

### **ARTICLE 16 – PROTECTION OF EMPLOYEES**

#### **Section A: Student Conduct Plan**

The District recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline in the classroom. Every employee of the District and every student in the 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 employee will refer the pupil to the principal or his/her designee and the District will take reasonable steps to relieve the employee of responsibilities with respect to such pupil. Within ten (10) work days following receipt of the referral, the principal will notify the employee of the steps to be taken. Within thirty (30) days following receipt of the referral, the principal will notify the employee that all steps in the referral process have been completed.

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

An employee 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 employees 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 employee as soon as possible. Re-

admittance of the student to class will be arranged after a review of the employee's referral and a conference between the student and appropriate administrator or designee. Further, the student will not be returned to class until upon oral, email, or other notice from a District employee that an administrator or designee has acted upon 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 employees each year. Procedures and policies regarding suspensions of students shall be made known to students and parents/guardians 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/guardians. When an employee 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 employee as defined in the District policy dealing with student discipline.

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

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

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

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

**Employees** 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., 504 team or health care team for a student with related school health services shall designate in the plan 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 District.

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

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

The District and Association recognize the need to reduce conflict between employees 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 an employee 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 employee with a grievance to discuss the matter informally with any appropriate member of the Administration.

A claim by an employee 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 an employee 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

An employee 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 employee knew or reasonably should have known of such grievance, either alone or accompanied by the Association representative. Other employees 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 108) and filing it with the administrator whose signature appears on the informal memorandum.

The administrator shall, within 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 **employee** or Association knew or reasonably should have known of such grievances. Grievances 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 employee, the placing of termination of services or failure to re-employ any employee 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.

Employees 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 an employee for loss of actual earning or what the employee 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 level 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: No Strike Clause**

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 employee 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 of each year. Unused sick leave shall be cumulative from year to year without limitation. When an employee's services terminate, a deduction will be made at such time for all sick leave used in excess of the earned amount. Female employees may use sick leave from absence caused by the employee'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.

**Employees** 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 employees 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 employee will be eligible to use sick leave benefits upon the opening of school provided said employee 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**

Statements of sick leave accumulations shall continue to be provided with payroll. Upon request to the Payroll Department or Human Resources, bargaining unit members on unpaid leaves of absence will receive a written statement of accumulated sick leave. Such requests will be honored by October 30<sup>th</sup> or within twenty-one (21) calendar days, whichever is later.

### **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 employee. Such payment shall be computed by multiplying the number of unused sick days times the affected employee's daily rate of pay at the time of death.

### **Section I: Workers' Compensation**

In the event of an injury or illness compensable under the Michigan Workers' Compensation Law, the affected and necessarily absent (such payment) an amount sufficient to make up the difference between what he/she received from the Workers' Compensation Commission and his/her regular salary during such necessary absence.

### **Section J: Personal Business Leave**

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. Up to one (1) of these days per year may be used for a child's academic performance or activity (per Article 19, Section K) without the preceding exception. 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 employee), 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. Employees wishing to use the personal business leave shall submit an S-55A or appropriate form to the principal at least five (5) work 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 19, Section J, an employee applying for the use of personal business leave must only list one of the reasons stated in subsection 1, and the employee 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 employees for the purpose of seeking employment elsewhere.
5. Personal business leave shall not be used by employees 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 such requests are timely submitted, it is expected that they are to be approved in writing and in the online system at least one (1) full work day prior to the absence date.

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

Up to one personal business day per school year, from a member's accrued personal business days, will be allowed for a 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 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 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, and/or compensatory time, at the employee'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, foster child, step-child, step-parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, great grandparents, grandchildren, and great 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 employee's discretion. If no such leave or compensatory time is available, there will be a full-pay deduction for these days.

### **Section N: Funeral of 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 employee's discretion.

### **Section O: Jury Duty**

An employee called for jury duty or to give testimony before any judicial or governmental tribunal shall be compensated for the difference between the employee's 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 employee. Upon receipt, compensation received for jury duty performed on **an employee'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, thirty (30) 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 thirty (30) days, but shall be deducted from the forty (40) days provided hereinafter. In addition, the District shall provide, at the cost of the regular per diem substitute rate, forty (40) 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 fifteen (15) 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 **employee** on Association leave.

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

The District agrees to maintain an online qualified substitute system.

Employees shall be required to enter their absences by: 1) logging into the online system, or 2) contacting the system's toll-free telephone number. Such entries are to be made in advance of the online system's cutoff time, which is no less than one hour prior to the employee's report time. If an employee needs to enter an absence after the online system's cutoff time, said employee must call the designated building person and state the reason for the absence. The designated person will then enter the absence into the online system.

All absences (and the reason for the absence) must be recorded in the online system regardless if a substitute is needed or not.

Additionally, the appropriate S-55 form must be completed and submitted to the administrator for approval prior to the scheduled absence for the following absences: Academic Performance of a Child, School Business, Union Business-No Sub, Union Business-Sub, and Unpaid Leave-Call HR. If possible, these requests should be submitted to the administrator and entered into the online substitute system at least five (5) work days prior to the absence date. If such requests are timely submitted, it is expected that they are to be approved in writing and in the online system at least one (1) full work day prior to the absence date.

The appropriate S-55A form must be completed and submitted to the administrator for approval prior to the scheduled absence for Personal Business (see Article 19, Section J). These requests should be submitted to the administrator and entered into the online substitute system at least five (5) work days prior to the absence date. If such requests are timely submitted, it is expected that they are to be approved in writing and in the online system at least one (1) full work day prior to the absence date.

If it is verified that an employee regularly and consistently reports their absences late or does not enter the information in a timely manner, the appropriate administrator will document same and the employee will be subject to discipline in accordance with this Agreement.

### **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: Unpaid Leave**

An unpaid leave of absence shall:

1. Entitle the ancillary staff member to the same position that the ancillary staff member 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 ancillary staff member is on leave in excess of ninety (90) days but returns to work prior to the end of the current school year and 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 was for a qualifying FMLA leave and the leave's duration did not exceed the FMLA entitlement.

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

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

## **Section B: Leave Guidelines**

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

An employee 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 ancillary staff who make such requests, except those who cannot be replaced by qualified laid-off ancillary staff.

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

An unpaid leave of absence may be terminated at any time by mutual agreement between the employee 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 bargaining unit member who is inducted or enlists in any branch of the Armed Forces of the United States. Upon returning from such leave, a member 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 member 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 member required to participate shall be granted a temporary leave of absence for that purpose. If a member 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: Sabbatical Leave**

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.

An employee 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 an ancillary staff member to the position held immediately prior to the leave or will enter an agreement about placement before the ancillary staff member begins the leave.

### **Section F: NEA–MEA Service**

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

### **Section G: Association Notification**

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

**Section H: Replacement Substitute**

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

**ARTICLE 22 – PROFESSIONAL COMPENSATION**

**Section A: Salary Schedules**

The basic salaries of bargaining unit members covered by this Agreement are set forth in Appendix A. Appendix B sets forth extra duty salaries. The salary schedule for 2012-2013 reflects a .25% increase in the BA base over 2011-2012, effective prospectively as of the date of ratification of this Agreement.

During the 2013-2014 and 2014-2015 fiscal years, the parties agree that if the District qualifies for additional revenue under the state’s “Best Financial Practices” provision, the KEA shall be given a one-time credit equal to 55% of such revenues, when received. Such funds shall be distributed to the KEA bargaining unit members as a one-time off schedule bonus not subject to MPSEERS as soon as feasible, following receipt of such funds. Determination will be made by the current bargaining teams of both parties at the time of receipt of such funds.

Also, not later than June 30, 2013, the parties shall negotiate an enrollment bonus to be applicable to the 2013-2014 school year, and similarly, not later than June 30, 2014, the parties shall negotiate an enrollment bonus to be applicable to the 2014-2015 school year.

	<b>Blended Enrollment</b>	<b>Salary Increase</b>
1	12,600 to 12,664	0.15%
2	12,665 to 12,729	0.30%
3	12,730 to 12,794	0.45%
4	12,795 to 12,859	0.60%
5	12,860 to 12,924	0.75%
6	12,925 and more	0.90%

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

Secondary class size compensation will be paid in thirty (30) calendar days following the end of the tri-semester in which the excess class size occurred.

**Section B: Insurance**

The employer shall provide a MESSA–PAK Insurance plan to all members. Plans B and C are for full-time members and Plan D is for part-time members, as described below. Part-time members who select Plans B or C may do so at an additional cost, as described below.



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

Rider	-	MESSA Wellness Program
Long Term Disability	-	66 2/3%
	-	\$5,000 maximum/month
	-	90 calendar day - modified fill
	-	Freeze on offsets
	-	Pre-existing condition waiver
Negotiated Life	-	\$15,000 & \$15,000 AD & D
Vision	-	VSP 2 - Silver
Delta Dental		
Class I, II, III + max.	-	80/80S/80: \$2,000
Class IV + max.	-	80: \$2,000
Coordinated	-	50/50/50/50: \$1,500
Riders	-	Sealants
“Cash-in-Lieu”	-	\$100/month

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

Health	-	MESSA Choices II
	-	\$100/200 In-Network deductible
	-	\$250/500 annual Out-of-Network deductible
	-	\$20/25/50 OV/UC/ER (Office Visits/ Urgent Care/ Emergency Room) co-pay
	-	\$10/20 prescription co-pay
	-	Includes Preventive Care and Hearing Care
	-	Adult Immunizations
Riders	-	MESSA Wellness Program
Long Term Disability	-	66 2/3%
	-	\$5,000 maximum/month
	-	90 calendar day - modified fill
	-	Freeze on offsets
	-	Pre-existing condition waiver
Negotiated Life	-	\$10,000 and \$10,000 AD & D
Vision	-	VSP 2 - Silver
Delta Dental		
Class I, II, III + max.	-	80/80S/80: \$2,000
Class IV + max.	-	80: \$2,000
Coordinated	-	50/50/50/50: \$1,500
Riders	-	Sealants

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

Rider	-	MESSA Wellness Program
Negotiated Life	-	\$10,000 and \$10,000 AD & D
Vision	-	VSP 2 - Silver
Delta Dental		
Class I, II, III + max.	-	80/80S/80: \$2,000

Class IV + max.	-	80: \$2,000
Coordinated	-	50/50/50/50: \$1,500
Riders	-	Sealants

Commencing with the first pay period following September 1, 2011, all members selecting Plan B, C, or D will make biweekly pre-tax payroll contributions totaling twenty percent (20%) of the annual Plan premium for medical, dental, and vision coverage.

The employee contribution rates, per pay period, for **2012-2013 are as follows: TO BE INSERTED WHEN CONTRACT RATIFIED**

Plan B (Supplemental)	Pay Periods	Single	2-Person	Family
with Coordinated Dental	21	\$2.60	\$5.04	\$9.25
	26	\$2.10	\$4.07	\$7.47
w/o Coordinated Dental	21	\$4.29	\$8.17	\$14.67
	26	\$3.46	\$6.60	\$11.85

Plan C (Full-Medical)	Pay Periods	Single	2-Person	Family
with Coordinated Dental	21	\$63.41	\$141.61	\$160.95
	26	\$51.22	\$114.38	\$129.99
w/o Coordinated Dental	21	\$65.15	\$144.82	\$166.47
	26	\$52.62	\$116.97	\$134.46

Plan D (Part-time)	Pay Periods	Single	2-Person	Family
with Coordinated Dental	21	\$7.30	\$8.00	\$8.66
	26	\$5.90	\$6.46	\$6.99
w/o Coordinated Dental	21	\$8.13	\$8.82	\$9.48
	26	\$6.56	\$7.13	\$7.66

Based on the Plan renewal rates provided by MESSA each spring, the contribution rates above will be revised annually, and distributed to all members before May 15, or as soon as possible. An Open Enrollment period for each year will take place beginning approximately May 15 for no less than two (2) calendar weeks following distribution of the new rates. New contribution rates will take effect with the first pay period of the school year.

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

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

~~For July, 2011, and August, 2011, the “buy up” cost for Plan A is \$116.54 per pay period, for members on 26 pays per year.~~

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 "Cash-in-Lieu" Payment**

Any bargaining unit member who receives Plan B benefits and who does not have a spouse concurrently receiving medical benefits from the District shall be eligible for an additional payment of three hundred dollars (\$300) per month – four hundred dollars (\$400) total.

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

If the District requires any member covered by this Agreement to begin employment prior to the regular bargaining unit member's contract year or extend beyond the regular member's contract year, such additional time will be pro-rated 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 bargaining unit members: five (5) work days prior to the member report date at the beginning of the school year and five (5) work days after the last member 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 member 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 members 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 member and the supervisor.
2. A substitute will be utilized to make up the lost planning time at a mutually-agreeable time.
3. The member shall be compensated for lost planning time at the then-existing curriculum rate.

### **Section G: Bargaining Unit Member Release**

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

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

A newly-hired teacher shall be given credit for prior certificated teaching experience. Individuals employed as school counselors, school social workers, physical therapists, 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**

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

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

## **Section K: Masters Plus 30 Placement**

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

1. All credits must be submitted on an official transcript from an accredited institution of higher learning.
2. All credits shall have been earned beyond the time the Masters Degree was granted.
3. All credits must, in some way, be applicable to the particular grade level or subject matter in which the employee is teaching, or be applicable to an approved program of study.
4. If an employee applies for the Masters Degree plus 30 placement and does not receive favorable consideration, he/she shall be notified in writing within thirty (30) days of the decision. At the employee's request, a credentials committee shall be appointed for the purpose of reviewing the submitted credits to determine whether or not an employee is eligible for said placement. The credentials committee shall consist of two (2) non-Human Resources administrators appointed by the Superintendent and one (1) Association representative designated by the KEA. The decision of the committee will be final.
5. Upon the presentation of credentials indicating completion of the approved program of study, the employee shall automatically be placed on the Masters Degree plus 30 salary schedule. Any such salary increase shall be prospectively effective as of the date of ratification of this agreement. [A2]
6. Credits shall be earned and approved prior to the beginning of the contractual school year to qualify for placement on the Masters Degree plus 30 hours salary schedule.
7. Automatic placement on the Masters Degree plus 30 salary schedule shall apply to any employee who completes one of the following graduate-level programs: Master of Fine Arts, Master of Arts in Social Work, Masters Degree in Speech Pathology and Audiology, and Specialist in Education in School Psychology. In addition, automatic placement on the Masters Degree plus 30 salary schedule shall apply to any employee who has completed at least sixty (60) graduate credits that include completion of the Master of Arts in Counselor Education and Counseling Psychology. The provisions of this Section shall only be applicable to those employees in assignments specifically related to their advanced degrees. Any such salary increase shall be prospectively effective as of the date of ratification of this agreement.

## **Section L: Payroll Deduction**

Upon appropriate written authorization from the bargaining unit member, 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.

[A3]

## **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: Retirement Stipend**

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

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

### **Section P: Retirement Plan**

A bargaining unit member who is retiring under the Michigan Public School Employees Retirement System (MPERS) shall be entitled to a payment of three thousand dollars (\$3,000) on or before June 30 of the year of his/her retirement, provided said teacher has given written notice of his/her retirement to the District on or before March 1 of the year of his/her retirement.

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 two thousand dollars (\$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 thirty (30) years of service credit with the retirement system. This includes payment for up to two (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: Amounts Payable at Time of Retirement**

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

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

For an employee seeking their first eighteen (18) hours of credit towards their initial Professional Certification, the District will advance up to one thousand dollars (\$1000) per District semester, with a maximum of three hundred dollars (\$300) per credit hour. Such credit hours must meet state requirements for the certificate. Upon submission of proof of registration for graduate coursework, the District will provide a tuition reimbursement to the employee. If the employee does not submit a transcript to Human Resources, per the timelines below, showing successful completion of the course, the employee’s pay will be reduced by the entire amount of tuition advanced; such reduction will be made over an interval of five (5) consecutive pay periods, when possible. Upon submission of proof of an Incomplete credit due to extenuating circumstances beyond the employees control, the District will extend the deadline for submission through the next reimbursement cycle.

Each employee who earns additional credit, after August 28, 2011, at an NCATE or NASDTEC accredited college or university, or State Board-Continuing Education Units (SB-CEUs) not provided by the District, shall be reimbursed the sum of up to one hundred fifty dollars (\$150) per credit hour, or up to twenty-five dollars (\$25) per SB-CEU, for each additional hour or unit earned. The total sum to be paid for additional credit hours and/or units – including any reimbursed credits from paragraph 1 – shall not exceed four thousand dollars (\$4,000). Credit hours earned must be a part of a program designed to achieve a higher degree, or must be taken in a field of study directly related to the **employee’s** assignment, or must be approved by the Superintendent. An official transcript of semester hour credits or SB-CEUs earned from the granting institution shall be submitted to Human Resources. For an official transcript submitted by January 31, reimbursement shall be paid no later than the end of February. For an official transcript submitted by September 30, reimbursement shall be paid no later than the end of October.

The above reimbursement – whether for college credit or SB-CEUs – shall not exceed the actual tuition and fees paid. If a reimbursement request does include fees [i.e., in cases where tuition per credit hour is under one hundred dollars (\$100)], then the member’s tuition reimbursement for the year will be limited to one thousand dollars (\$1,000).

### **Section S: Mileage Allowance**

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

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

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

#### **Section T: Nurses Mileage**

Nurses shall be required, as part of their regular duties, to transport students in their automobiles when necessary. Such nurses shall be paid an allowance of forty-five dollars (\$45) a school month worked, not to exceed a maximum of four hundred fifty dollars (\$450) 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 dollars (\$60) 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 U: Deferred Income**

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

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

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

#### **Section W: National Board Certification**



As an incentive to pursue critical self-improvement as a professional educator, and in recognition of successful completion and attainment of National Board Certification as offered by the National Board for Professional Teaching Standards, a teacher achieving National Board Certification status shall receive an increase in his/her scheduled annual salary equal to eight (8%) percent of the BA Base, starting in the next semester following confirmation of certification, and continuing every year thereafter. Said bonus shall supplement normal step increases and degree advances. The District shall provide support to an official applicant for National Board Certification. All materials produced by the teacher in preparing for such certification shall remain the property of the teacher.

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

### **Section X: National Certification Renewal**

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

### **Section Y: Overpayments and Underpayments**

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

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

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, the overpayment shall be returned to the District in the same manner in which it was received by the employee (i.e., overpayments received over 12 months of checks shall be repaid to the District over 12 months of checks).

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

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

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

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

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 bargaining unit members and the Association. At least one hardcopy will be sent to the Association and another posted in each school site. Subsequent revisions will be similarly reposted and redistributed, when possible.

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

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

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

### **Section B: Assignment**

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

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

Supervising teachers shall work with the 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**

**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 bargaining unit members 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**

### **Section A: Definition of 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 the first school day in January 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, certification, endorsements and "Highly Qualified" status, if applicable. 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 27. 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.

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

In the event it becomes necessary to reduce the number of ancillary staff members 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 ancillary staff members due to a decrease in enrollment or in revenue.

### **Section A: Probationary Ancillary Staff**

The service of probationary ancillary staff members shall first be discontinued, unless certain of the probationary ancillary staff members are working in a position for which there are no qualified ancillary staff members to fill the needs of the School District. Probationary ancillary staff members shall be laid off on the basis of qualification, licensure and seniority.

### **Section B: Guidelines**

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

### **Section C: Guideline Exceptions**

Exceptions maybe made in positions in which no other ancillary staff member with more service has the necessary qualifications to fill such assignments.

The document entitled “Career Directory” may provide additional qualifications.

### **Section E: Layoff Notification**

No ancillary staff member shall be laid off pursuant to a necessary reduction in work force unless said ancillary staff member 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 occurring after the start of the school year when such revenue was dedicated to maintaining lower elementary class size or other unexpected reduction of revenue that causes the reduction or elimination of an educational program, no ancillary staff member shall be laid off pursuant to a necessary reduction in work force unless said ancillary staff member shall have received preliminary notice and been notified of said lay off at least sixty (60) calendar days prior to the scheduled beginning of the semester of said reduction.

Such preliminary notice for mid-year layoffs shall be in writing and given to the Association and potentially affected ancillary staff members as soon as possible, but in no case later than thirty (30) days prior to the scheduled beginning of the school year of said reduction. The preliminary notice will include the reason(s) why the lay-off may occur. A voluntary meeting will be held with all the affected ancillary staff members including Association representation within a reasonable period of time following issuance of the preliminary notice.

### **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**

Employees 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 ancillary staff member shall, upon application, be granted priority status on the District's substitute list for all areas in which the ancillary staff member is qualified excluding teaching positions. If the District uses an outside agency for substitutes, the outside agency will be given the names of laid-off ancillary staff members who are to be given such priority status to be hired.

### **Section J: Recall Guidelines**

An ancillary staff member who is laid off shall be appointed to the first vacancy in the District for which he/she is qualified. Rehiring of laid-off ancillary staff shall be in order of seniority provided the employees are qualified for the existing vacancy.

**Section K: Ancillary staff members** who secure additional qualifications and certification while on layoff may be eligible for recall in both the old and new area of qualification and certification. In addition, such

ancillary staff member shall have the right to displace a less-senior ancillary staff member at the beginning of the school year provided such ancillary staff member 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. Ancillary staff member 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. Ancillary staff member 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, an ancillary staff member 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 ancillary staff member's last known address. It shall be the responsibility of the ancillary staff member to notify the District of any change in address.

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

A laid-off ancillary staff member shall be considered laid-off until he/she is reinstated in the District or the ancillary staff member resigns. Refusal of an offer from the District for a position for which the laid off ancillary staff member 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, ancillary staff members 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 an ancillary staff member 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 ancillary staff members through layoff, the District shall affect involuntary transfers of ancillary staff members to their major area of study as defined in this article or to any other area in which they are qualified, where applicable, as a means of ensuring the retention of as many senior ancillary staff members as possible. This paragraph does not apply to teaching assignments.

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

When it is necessary to reduce the number of ancillary staff members through layoff, any ancillary staff 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. Ancillary staff members who wish to use this exemption must file his/her intent in writing with 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 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.

## **Section S: Unemployment Compensation Benefits**

In the event that a bargaining unit member is notified of layoff to be effective after the end of a current school year and such member is subsequently recalled on or before the start of the succeeding school year, the member shall reimburse the District the amount of unemployment compensation benefits paid to that member during the weeks of the intervening summer denial period. Reimbursement shall be accomplished through equal amounts of payroll deductions commencing with the first payroll after recall. Such deductions shall return money to the District in the same manner as the unemployment compensation was received by the employee (i.e. unemployment compensation received over twelve (12) weeks will be reimbursed to the District over twelve (12) weeks).

## **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: Contract Review Meetings**

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) representatives. 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. At the first meeting of the school year the parties will discuss the notification to teachers of students with 504 plans. During the 2010-2011 school year, the parties will discuss providing an independent component for Professional Development.

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). 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 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**

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.

### **[A4]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 meeting (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 G: Staffing of Schools Designated as AYP Phase 3, Phase 4, or Beyond**

Effective immediately, and henceforth, the parties agree:

1. Notification: By April 15, 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. Summer Training: Dates by school site will be included in the first posting.
3. Because official notice from the State needed to determine AYP status may not be received by the first posting, summer training may be cancelled by the District within five (5) days of actual notice of AYP status.
4. Postings: The AYP status for each building will also be included in the Career Directory, and updated each year.
5. Longer work year (Schools in Phase 4, or beyond 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 (MDE), 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 (DOE) “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 MDE 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.

A teacher must be “Highly Qualified” for his/her current assignment, as required by DOE or MDE laws and regulations.

A teacher who 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 responsibility for the assignment of any member to a position – either in full, or in part – for which the member is not “Highly Qualified”.

If the definition of “Highly Qualified” changes, the parties will meet, discuss the impact and agree to any needed revisions.

## **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 \_\_\_ day of August, 2012, and shall remain effective until the 16th day of August, 2015, except as noted in the paragraph below. In the event that any future revenue increases are tied to compliance with Right to Work union security clauses and/or dues withholding provisions, the parties agree to re-open the bargaining agreement and conform the agreement in order to be eligible for such revenues.

On all economic provisions the contract articles will remain in effect until the 16<sup>th</sup> day of August, 2013. With bargaining on these provisions to begin no later than May 1<sup>st</sup> of each subsequent year the items that will expire are: steps and lanes, salary schedule, and insurance.

KALAMAZOO PUBLIC SCHOOLS

THE KALAMAZOO EDUCATION  
ASSOCIATION

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Assistant Superintendent  
of Human Resources

Date

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President

Date

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Secretary

Date

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Secretary

Date

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Chief Negotiator

Date

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Chief Negotiator

Date

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

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

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

The parties have recognized that a number of contractual provisions maintained in the body of the Agreement need to be changed so as to effectuate a six (6) period day, trimester [six (6) marking periods] middle school schedule. The parties have agreed that the following provisions shall be effective for the 2012-2013 ~~2011-2012~~ school year:

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

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

Each team 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, for the ensuing school year. Such 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 15th, the issue as to who will be appointed as the Team Leader shall be referred to a committee of four (4) people within five (5) calendar days. That committee shall be composed of two (2) central-office administrators designated by the Superintendent; the President of the Association; and a building Association Representative, selected by the Association, at the affected building. When making its decision, the committee shall seek input from the principal and all staff members in the affected team. The decision of the committee shall be binding. If such committee cannot reach a decision by June 15, the Superintendent shall be notified, and will have thirty (30) calendar days to make a final determination.

Team Leaders will be compensated an additional five percent (5%) of the BA Base for their additional responsibilities.

2. With the exception of classes in music, study hall, physical education and counseling group assignments, it is agreed that the maximum number of students assigned to any middle school teacher in a marking period or on any day shall not exceed one hundred fifty-eight (158) students per school day and thirty-five (35) students per class period.

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

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

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

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

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

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

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

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

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

6. Schedules for teachers with assignments in more than one (1) building shall be coordinated by the District on a case-by-case basis.



7. The parties have agreed that there will be six (6) week marking periods for the middle school program. To facilitate this, one-half (½) day of record keeping will be provided at the end of marking periods 1, 3, and 5.

One (1) day of record keeping will be provided at the end of marking periods 2, 4, and 6 (or trimesters 1, 2, and 3). All bargaining unit members will receive record keeping time within five (5) days of the end of the marking period. Such time will be provided prior to when the marking period reports are due. Staff members will receive their record keeping time prior to the marking period reports due date. Grades for twelve (12) week courses are not due until 8:00 AM on the first scheduled work day of the week following the end of the trimester. Mid-marking period reports may be utilized at the option of each middle school teacher.

8. Teachers shall participate in eighteen (18) hours of after school parent conference time per year. The conference schedule parameters shall remain as used in the 2009-2010 school year calendar. This compensation time shall be scheduled per the calendar agreement.
9. The parties have agreed that the contract provisions referring to the above-cited working conditions applying to a middle school program will remain in the main body of the Contract. The provisions as set forth in this Letter of Agreement shall take precedence over the old middle school provisions during any period that the School District maintains a middle school program with a six (6) period day as defined in this Letter of Agreement unless modified by mutual agreement. All other contract provisions shall remain in full force and effect.

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

10. 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 Association and four (4) administrators appointed by the District. In addition, one (1) central office administrator, designated by the Superintendent, and (one) 1 member of the Association Executive Board (middle school at-large representative when possible) appointed by the Association shall also serve as ex-officio members of the steering committee. All recommendations from this or any other committee developing the middle school program shall be presented to the Board of Education by the full membership of the Steering Committee. This will assure all parties that the District's teaching staff have had the opportunity for direct input into the Board's decision-making process as the middle school program is developed and implemented.

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

11. This Letter of Agreement is for the 2011-2012 school year and may be renewed and/or renegotiated no later than February 1, 2012, upon the agreement of both parties. If not renewed or renegotiated, the middle schools' program (grades 6-8) will revert back to a six (6) period day trimester school year without teams but maintaining class size, preps, and other compensation referenced within this document.2. This Letter of Agreement neither sets a precedent nor constitutes a practice.

For the Kalamazoo Education Association:

/s/ Millie Lambert

April 15, 2011

For the School District of the City of Kalamazoo:

/s/ Sheila Dorsey

April 15, 2011

Revised: May 26, 2010; August 16, 2010; April 15, 2011; August 16, 2011

**SAMPLE MIDDLE SCHOOL SCHEDULES**  
**Six-Period Day**

**SAMPLE ONE -- TRIMESTER SCHEDULE**

Proposed		1 <sup>st</sup> Period	2 <sup>nd</sup> Period	3 <sup>rd</sup> Period	4 <sup>th</sup> Period	5 <sup>th</sup> Period	6 <sup>th</sup> Period	
1	FALL September-December	MATH	ELA	SCIENCE	SOC STUDIES	ELECTIVE	Full Year Elective OR	Trimester Elective
2	WINTER December-March	MATH	ELA	SCIENCE	SOC STUDIES	COMPUTER APPLICATIONS		Trimester Elective
3	SPRING March-June	MATH	ELA	SCIENCE	SOC STUDIES	ELECTIVE		Trimester Elective
<b>NOTES:</b>		4 Core Courses – meets every day for a full year				12-week required courses PE meets for one trimester (12 weeks)		

**SAMPLE TWO -- TRIMESTER SCHEDULE**

Proposed		1 <sup>st</sup> Period	2 <sup>nd</sup> Period	3 <sup>rd</sup> Period	4 <sup>th</sup> Period	5 <sup>th</sup> Period	6 <sup>th</sup> Period	
1	FALL September-December	MATH	ELA	SCIENCE	SOC STUDIES	P.E.	Strategic Math and Strategic Reading until grades improve	
2	WINTER December-March	MATH	ELA	SCIENCE	SOC STUDIES	COMPUTER APPLICATIONS		
3	SPRING March-June	MATH	ELA	SCIENCE	SOC STUDIES	P.E.		
<b>NOTES:</b>		4 Core Courses – meets every day for a full year				12-week required courses PE meets for one trimester (12 weeks)		

**ELECTIVES**

6<sup>TH</sup> Period

ELA or Math extended learning courses

OR

Three (3) of the following trimester courses:

(1<sup>st</sup> priority for those in need)

ONE of the following full-year electives:

- Band
- Orchestra
- Choir

- Life Skills
- Technology (shop)
- Art
- Choir
- Spanish (grades 6 and 7)
- Other Trimester Electives

## EXAMPLES FOR COUNTING PREPS - MIDDLE SCHOOL

Instrumental Music Teacher				
Period	First Trimester	Second Trimester	Third Trimester	Count
1	Band 6 (full year)	Band 6	Band 6	<b>5 preps this year</b> 1. Full year Band 6 2. Full year Band 7 3. Full year Band 8 4. Full year Orchestra 7/8 5. Full year Strings 6
2	Band 7 (full year)	Band 7	Band 7	
3	Band 8 (full year)	Band 8	Band 8	
4	Orchestra 7/8 (full year)	Orchestra 7/8	Orchestra 7/8	
5	Strings 6 (full year)	Strings 6	Strings 6	
	5 preps	5 preps	5 preps	
Vocal Music Teacher				
Period	First Trimester	Second Trimester	Third Trimester	Count
1	Choir 6 (full year)	Choir 6	Choir 6	<b>6 preps this year</b> 1. full year Choir 6 2. full-year Choir 7 3. full-year Choir 8 4. 12-week Choir 6 5. 12-week Choir 7 6. 12-week Choir 8
2	Choir 7 (full year)	Choir 7	Choir 7	
3	Choir 8 (full year)	Choir 8	Choir 8	
4	Choir 6 (12-week)	Choir 7 (12-week)	Choir 8 (12-week)	
5	Choir 7 (12-week)	Choir 7 (12-week)	Choir 8 (12-week)	
	3 preps	4 preps	4 preps	
Technology Teacher				
Period	First Trimester	Second Trimester	Third Trimester	Count
1	Technology 6	Technology 6	Technology 6	<b>6 preps this year</b> 1. 12 week Technology 6 2. 12 week Technology 7 3. 12 week Technology 8 4. Computer Applications 6 5. Computer Applications 7 6. Computer Applications 8
2	Technology 7	Technology 7	Technology 7	
3	Technology 8	Technology 8	Technology 8	
4	Computer Applications 6	Computer Applications 6	Computer Applications 6	
5	Computer Applications 7	Computer Applications 7	Computer Applications 8	
	5 preps	5 preps	5 preps	
Spanish Teacher				
Period	First Trimester	Second Trimester	Third Trimester	Count
1	Spanish 8 24 week	Spanish 8 24 week	Spanish 7	<b>4 preps this year</b> 1. 12 week Spanish 6 2. 12 week Spanish 7 3. 24 week Spanish 8 4. Full year Strategic Reading
2	Spanish 7	Spanish 7	Spanish 6	
3	Spanish 6	Spanish 6	Spanish 6	
4	Spanish 8 24 week	Spanish 8 24 week	Spanish 7	
5	Strategic Reading (full year)	Strategic Reading (full year)	Strategic Reading (full year)	
	4 preps	4 preps	3 preps	
Math Teacher				
Period	First Trimester	Second Trimester	Third Trimester	Count
1	Algebra I	Algebra I	Algebra I	<b>3 preps this year</b> 1. Full year Algebra I 2. Full year Math Plus 7 3. Full year Math 8
2	Math 8	Math 8	Math 8	
3	Math Plus 7	Math Plus 7	Math Plus 7	
4	Math 8	Math 8	Math 8	
5	Math Plus 7	Math Plus 7	Math Plus 7	
	3 preps	3 preps	3 preps	
ELA Teacher				
Period	First Trimester	Second Trimester	Third Trimester	Count
1	English 8	English 8	English 8	<b>3 preps this year</b> 1. Full year English 8 2. Full year Adv. English 3. Full year Adv. English
2	Adv. English 8	Adv. English 8	Adv. English 8	
3	English 8	English 8	English 8	
4	Adv. English 8	Adv. English 8	Adv. English 8	
5	Adv. English 7	Adv. English 7	Adv. English 7	

	3 preps	3 preps	3 preps	
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**LETTER OF AGREEMENT #2**  
**between**  
**Kalamazoo Public Schools**  
**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 from 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.

- V. The above is applicable to the extent permitted by law.

KALAMAZOO EDUCATION ASSOCIATION

/s/ Millie Lambert  
May 10, 2006  
Revised: August 5, 2009

KALAMAZOO PUBLIC SCHOOLS

/s/ Mary Weber  
May 10, 2006

**LETTER OF AGREEMENT #3**  
**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 #4**  
**between**  
**Kalamazoo Public Schools**  
**and the**  
**Kalamazoo Education Association**

**RE: Student Services Committee**

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 (including team teaching/co-teaching) and the Response to Intervention (RTI) model. Whether such planning has commenced or not, from the signing 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 Student Services. At least once every nine weeks, 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 such programs as listed above that are 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.

The parties agree that the issues described in this Letter of Agreement are subject to federal and state mandates.

Date: 8/17/94; Revised 8/16/10, 8/16/11

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

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

The Kalamazoo Education Association, hereinafter known as the “Association”, and the Kalamazoo Public Schools, herein known as the “District”, hereby agree to the following with respect to the implementation of Trimester Scheduling at Phoenix, Kalamazoo Central and Loy Norrix High Schools beginning with the 2012-2013 school year.

**I. COMMON PROVISIONS**

- A. The regular school day shall consist of five (5) instructional periods for students, each of which will be no less than seventy (70) minutes at Loy Norrix and Kalamazoo Central High Schools. The regular school day shall consist of five (5) instructional periods for students, each of which will be no less than eighty (80) minutes at Phoenix High School.
- B. Passing time between classes at Kalamazoo Central and Loy Norrix shall be five (5) minutes; passing time at Phoenix shall be two (2) minutes.
- C. The District shall provide a thirty (30) minute duty free lunch period for all Association members. This thirty (30) minute duty-free lunch includes one (1) five (5) minute passing time either to or from lunch.
- D. Subject to Article 6, Section G, the District shall provide each full time teacher with one planning period per school day of no less than seventy (70) minutes at Loy Norrix and Kalamazoo Central; and no less than eighty (80) minutes at Phoenix High School.
- E. Team planning (required for Loy Norrix and Kalamazoo Central only) and regular planning periods for part-time staff members shall be pro-rated in accordance with his/her assignment.
- F. 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 three (3) per trimester. A teacher will not be assigned more than seven (7) preparations per year.
- G. In the event a teacher has more than three (3) preparations, hereafter referred to as prep(s), per trimester, the teacher shall be entitled to premium compensation of four hundred dollars (\$400) per additional preparation per trimester.

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

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

the second trimester when both first and second parts of the same course would be taught during the same (second) trimester, and necessitate separate lesson plans.

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

In the event that a teacher is assigned more than seven (7) preparations in a year, then the teacher will receive additional compensation in the amount as follows:

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

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

- I. The number of preps per trimester would be counted based on the course and the portion of the course being taught that trimester. For example, if a teacher had Basic Design I A and Basic Design 1 B (a two trimester course in this example) two (2) times, Ceramics II (a one trimester course in this example) once, and Ceramics III (a one trimester course in this example) all in the same trimester that would count as three preps for that trimester. If these were the only courses that the teacher taught all year, the teacher would have four preps for the year. The parties have agreed on the attached examples, which are illustrations only and are not exhaustive.
- J. The district shall make every effort to ensure that students successfully complete the “A” portion of a course prior to taking the “B” portion of the same course. In addition, the district shall make every effort to consecutively sequence the “A” and “B” portions of a course.
- K. Schedules, professional development, and meeting requirements for teachers with assignments in more than one building shall be coordinated cooperatively on a case-by-case basis by the building administrators with input from the teacher and copied to all parties and Human Resources.
- L. The District shall ensure whenever necessary that scheduling is appropriately coordinated with EFE, EFA and KAMSC classes that exist outside of the Phoenix, Kalamazoo Central and Loy Norrix High School environments.
- M. Mid-trimester progress reports shall be required for all students. The period being evaluated in the mid-trimester marking reports shall be the first six (6) weeks of the twelve (12) week period.
- N. Teachers shall participate in fifteen (15) hours of after-school parent conference time per year. Comp time shall be scheduled per the calendar agreement.

Conferences shall be scheduled during the week in which mid-trimester progress reports are available (i.e., the seventh week): six (6) hours the first trimester, four (4) hours the second trimester, and five (5) hours the third trimester, with the schedule developed by the faculty team.

- O. High school exams shall take place prior to the end of each trimester, per the calendar agreement. All exams will be ninety (90) minutes in length and will be administered at the end of each trimester.

The first exam day shall be one exam at the start of the day. School will be in session the remainder of the day having all remaining classes equal in length of time.

There shall be no more than two (2) exams per day. On the second day, exams two and three shall take place in the AM with the remainder of the day being equally divided between the two remaining classes. On the remaining half day, exams four and five shall take place in the AM and records shall take place in the PM. A full day of record keeping will immediately follow the exam 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 at KCHS/LNHS for records days per the calendar agreement.

Grades are due by 3:00 pm on the records day following exams.

## **II. GRADE 9 KALAMAZOO CENTRAL AND LOY NORRIX**

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

classes, where appropriate, in the Freshman Academy. The Academy Team Leader will be responsible for coordination of goals determined by the team.

### **III. GRADES 10-12 KALAMAZOO CENTRAL AND LOY NORRIX**

- A. If the number of students assigned to any classroom teacher is thirty-six (36) or thirty-seven (37) students in a class, that teacher shall be entitled to premium compensation per trimester per class in accordance with Schedule B of the Agreement. A determination of class counts shall be made no later than fifteen (15) school days after the first day of the first trimester and ten (10) days after the first day of the second and third trimesters.
- B. The District shall provide each full-time teacher with a seventy (70) minute planning period per school day. A portion of said planning time, not to exceed seventy (70) minutes per-meeting for two (2) meetings per month will be utilized for team planning where teams exist. Teams at Loy Norrix and Kalamazoo Central shall be configured as follows:

Loy Norrix – All sophomores will be organized into small learning communities called “Sophomore Academy” for the 2011-2012 school year. Each team may include core content teachers in English, math, science and social studies. Some courses may be offered for students who did not earn all or some of their core credit during their freshman year. In the event that Loy Norrix High School wishes to extend the small learning communities structure beyond grade 10, such modification shall be done in an addendum to this Letter of Agreement no later than May 1 of each subsequent school year.

Kalamazoo Central – Continuing in the 2011-2012 school year, five (5) theme-based schools will be established at Kalamazoo Central.

- C. Each theme-based school, academy or house shall have a Team Leader, selected according to the provisions stated in Section IV of this letter, who will be a member of the team and teach a full schedule of classes, where appropriate. The Team Leader will be responsible for coordination of goals as determined by the Team. See Section IV below for more details.

### **IV. FRESHMAN ACADEMY, SOPHOMORE ACADEMY AND TEAM LEADERS**

- A. Selection: Each Academy and each Team 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, 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, 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 15, the Superintendent shall be notified, and will have thirty (30) calendar days to make a final determination.
- B. Compensation: Academy and Team Leaders will be compensated an additional five (5%) percent of the BA Base for their additional responsibilities.



**V. ADDITIONAL CONDITIONS RELATED TO THE TRIMESTER SCHEDULE**

- A. This Letter of Agreement is for the 2011-2012 school year and may be renewed and/or renegotiated no later than January 1, 2012, upon the agreement of both parties. If not renewed or renegotiated, the high schools' program (grades 9-12) will revert back to a six (6) period day as stated within the 94-96 Agreement.
  
- B. This Letter of Agreement neither sets a precedent nor constitutes a practice.

Kalamazoo Education Association:  
/s/ Millie Lambert  
August 17, 2009

School District of the City Of Kalamazoo:  
/s/ Mary Weber  
August 17, 2009

Revised: April, 2011; May, 2011; August 16, 2011

## EXAMPLES FOR COUNTING PREPS - HIGH SCHOOL

Period	1 <sup>st</sup> Trimester	2 <sup>nd</sup> Trimester	3 <sup>rd</sup> Trimester	
1	PLAN	PLAN	PLAN	7 Preps this year: Geometry a+b = 2 Pre-Calculus a+b = 2 Strategic Math = 1 Algebra a+b = 2
2	Geometry a	Geometry a	Strategic Math	
3	Strategic Math	Pre-Calculus a	Pre-Calculus b	
4	Strategic Math	Geometry a	Geometry b	
5	Algebra II a	Algebra II b	Strategic Math	
	3 Preps	3 Preps	3 Preps	

Period	1 <sup>st</sup> Trimester	2 <sup>nd</sup> Trimester	3 <sup>rd</sup> Trimester	
1	Basic Design a	Basic Design b	Interior Design	5 Preps this year: Basic Design a+b = 2 Interior Design = 1 Intro to Sculpture = 1 Painting a+b = 1
2	PLAN	PLAN	PLAN	
3	Interior Design	Interior Design	Intro to Sculpture	
4	Painting a	Painting b	Intro to Sculpture	
5	Basic Design b*	Basic Design b	Interior Design	
	4 Preps	3 Preps	2 Preps	

\*When teaching two different sections of a course in same trimester, it will count as separate preps.

Period	1 <sup>st</sup> Trimester	2 <sup>nd</sup> Trimester	3 <sup>rd</sup> Trimester	
1	PLAN	PLAN	PLAN	3 Preps this year: Biology a+b = 2 Science Elective = 1 (assumes the electives are same course)
2	Biology a	Biology b	Science Elective	
3	Biology a	Biology b	Biology b	
4	Biology a	Biology b	Biology b	
5	Biology a	Biology b	Science Elective	
	1 Prep	1 Prep	2 Preps	

Period	1 <sup>st</sup> Trimester	2 <sup>nd</sup> Trimester	3 <sup>rd</sup> Trimester	
1	PLAN	PLAN	PLAN	6 Preps this year: Honors English 9 a+b = 2 English 9 a+b = 2 English Elective = 1 English Elective = 1 (assumes the electives are different courses)
2	Honors English 9a	Honors English 9b	English 9b	
3	English 9a	English 9b	English Elec	
4	English 9a	English 9b	English Elec	
5	English 9a	English 9a *	English 9b	
	2 Preps	3 Preps	3 Preps	

\*When teaching two different sections of a course in same trimester, it will count as separate preps.

Period	1 <sup>st</sup> Trimester	2 <sup>nd</sup> Trimester	3 <sup>rd</sup> Trimester	
1	English 10-a	English 10-b	English 10-b	6 Preps this year: English 10 a+b = 2 Literature 101 a+b = 2 Poetry = 1 Grammar & Composition = 1
2	Literature 101-a	English 10-b	Literature 101-b	
3	Poetry	Grammar & Composition	Grammar & Composition	
4	English 10-a	English 10-b	English 10-b	
5	PLAN	PLAN	PLAN	
	3 Preps	2 Preps	3 Preps	

**LETTER OF AGREEMENT #6**  
**between**  
**THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO**  
**and the**  
**KALAMAZOO EDUCATION ASSOCIATION**

**RE: Mutual Study Committee – 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 2009-2010 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 group no later than October 1, 2009 with the understanding that group dynamics and schedule coordination will influence the size of the group, but also with the understanding that critical stakeholders are necessary in order to maximize the quality of this mutual learning opportunity.
4. The study group will complete its project on or before April 1st of the 2009-2010 school year. The study group will report its findings and recommendations to the Association and the Superintendent for further consideration.
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: /s/ H. William Dungy

By: /s/ John G. Manske

Date: 4/14/05

Date: 4/14/05

Revised: August 17, 2009

**LETTER OF AGREEMENT #7**  
**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 19, 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;
- d. Up to twenty six (26) weeks of leave for Military Caregiver Leave under subsection 6 below;
- e. Up to twelve (12) weeks of leave for family members of service members of the National Guard or Reserves under subsection 7 below.

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.

6. Military Caregiver Leave

The employer shall grant an employee who is a family member of a covered service member an unpaid leave of up to twenty-six (26) weeks (inclusive of the twelve (12) weeks granted under 1. above) in a single twelve (12) month period to care for the covered service member who has a serious illness or injury incurred in the line of duty on active duty.

- a. "Family member" is defined as the spouse, parent, son, daughter, or "next of kin" (as defined by the FMLA regulations).
- b. Covered service members include: members of the Armed Forces, including the National Guard or Reserves.
- c. Determination of "in the line of duty on active duty" shall be as determined by the Department of Defense or its authorized healthcare representative.
- d. "Serious illness or injury" shall be defined as a condition that may render the service member medically unfit to perform the duties of his/her office, grade, rank or rating in the military.

7. Family of National Guard/Reserves

Family members of service members in the National Guard or Reserves shall be allowed upon request, the use of up to twelve (12) weeks of their FMLA leave to manage the affairs of the service member while he/she is on active duty, whether current, or prospective (call-up). Such "qualifying exigency leave" may be taken for:

- a. Short notice deployment
- b. Military events
- c. Child-care and school activities
- d. Financial and/or legal arrangements
- e. Counseling
- f. Rest and recuperation
- g. Post-deployment activities
- h. Additional activities agreed upon as qualifying between the employer and employee

KALAMAZOO PUBLIC SCHOOLS

KALAMAZOO EDUCATION ASSOCIATION

/s/ Art Sweet

/s/ Ron Bacon

For the Kalamazoo Public Schools  
11/21/94  
Revised: August, 17, 2009

For the Kalamazoo Education Association  
11/21/94

**LETTER OF AGREEMENT #8**  
**between**  
**KALAMAZOO PUBLIC SCHOOLS**  
**and the**  
**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. The District understands that the Association's bargaining team has proposed additional elementary planning 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.
2. 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 eight hundred dollars (\$800) per school year. Half of such payment shall be paid within thirty (30) days following the fall state count day and half of such payment shall be paid within thirty (30) days following the winter state count day.
  - 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 as noted in A above.
  - C. Any teacher hired for an elementary assignment or who has an increase in elementary time after the state count day 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.

Date: 11/25/08; Revised: 8/16/09, 8/16/10, 8/16/11



**LETTER OF AGREEMENT #9**  
**Between the**  
**KALAMAZOO EDUCATION ASSOCIATION**  
**And**  
**KALAMAZOO PUBLIC SCHOOLS**  
**February 8, 2011**

**RE: Professional Development**

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 Professional Development.

Both parties agree that ongoing Professional Development of teachers and staff is necessary to effectively carry out the instructional goals of the District and to improve student achievement. Such Professional Development should be meaningful and relevant to the current needs of teachers and their students.

The parties do agree to the following guidelines regarding the implementation of Professional Development activities:

- A. Before the start of each school year, the District will establish overarching theme(s) or a guiding focus for Professional Development during the year, with the understanding that they may be subject to revision. Such theme(s) may vary between grade levels, content areas or school buildings. These theme(s) will be communicated by US mail to the teaching staff two (2) weeks before the first teacher work day in August.
- B. The purpose(s)/topic(s) for the Professional Development meetings in the week(s) prior to the start of school will also be published at the same time that the annual theme(s) is/are published.
- C. The specific topics and goals for Grade-Level/Department Meetings, to be held as specified in the Calendar/Master Agreement, will be derived from the District and School Improvement goals, strategies and objectives. The Guiding Questions Form will be used in this process.
- D. Each year, principals will seek KEA volunteers for the following school year to serve as meeting facilitators for Grade-Level meetings and for Department Meetings for which a Department Head is not elected. Elementary Grade-Level or Content-Area facilitators will be selected by their respective team members by May 15, in accordance with the Department Head selection process outlined in Article 12, Section L. All facilitators selected for the next school year must complete the facilitator training annually before their service as facilitator.
- E. If no qualified KEA member volunteers to perform this role, the principal will select the most senior KEA volunteer who does not meet the qualifications, but is interested in this role. That member will be expected to participate in the next available facilitator training. Such training shall be offered to all KEA members at least once each semester at a time not in conflict with work schedules. If there are no volunteers, the principal will assign the least senior, tenured member who will be expected to attend the facilitator training. If there is no tenured member, the most senior probationary member shall be assigned and expected to attend the facilitator training.

- F. If a teacher facilitates a Grade-Level/Department Meeting for fellow members, then said member-facilitator shall be compensated, not to exceed 1.5 hours, at the curriculum rate for the equivalent length of time of the Grade Level/Department Meeting. When such work is done by a Department Head, compensation is already provided in the extra duty salary for department head.
- G. The District will seek volunteers to present District Professional Development. Such volunteers will be paid the curriculum rate for the pre-approved amount of training/preparation time. Such approval shall be given by the Director of Curriculum. Additionally, if the training occurs during the presenter's non-working hours, he/she will be paid curriculum rate for the actual training time.
- H. After each Professional Development (PD) session, including Grade-Level and Department Meetings, members will be asked to provide written feedback, electronic or hard copy at the District's option. Such feedback will be returned to the facilitator and Teaching and Learning Services (TLS). The feedback will be collected and tabulated on an anonymous basis and used to assess the effectiveness and quality of the PD activity and to make any revisions in the delivery of future PD. Access to the feedback forms and available summaries of the feedback will be provided to the Association normally within fifteen (15) work days. It is recognized that there may be circumstances where the forms and/or summaries may not be available for up to thirty (30) work days. Upon request of either party, the parties shall meet in a timely manner to review any practical problems in implementing these provisions.
- I. All members of the KEA, including those with extra duty/co-curricular responsibilities or after school assignments, are required to attend all Grade-Level/Department Meetings, Building Staff Meetings, and Professional Development sessions or activities. Unauthorized absences from required meetings may lead to discipline up to and including dismissal.
- J. The District will make reasonable efforts to file the necessary documentation with the MDE to have District-provided, regularly-scheduled, Professional Development (PD) sessions qualify for issuance of SB-CEUs. This may include back-to-school PD, grade-level/department PD, building PD, and District PD.
- K. KEA members with extracurricular or after school assignments will request in writing at least ten (10) work days in advance, whenever possible, to be excused only if there is a scheduled competition or similar pre-scheduled contest or special event at which the member's attendance is required. The principal will respond in writing within five (5) work days of submission of the request. In such cases, the KEA member shall obtain the information from the meeting facilitator and then complete and submit a form to the building principal or appropriate administrator reflecting the content of the missed information within five (5) work days of the missed meeting.
- L. Each member – according to grade level, content area, or other specialty – will have a designated location for each Professional Development session or activity. Members who fall into a well-defined but otherwise very small group of individuals, may be pooled into appropriate larger groups for Professional Development sessions/activities and Grade-Level/Department Meetings. The composition of these groups will be provided to the Association before the first teacher work day in August.
- M. This Letter of Agreement must be annually reviewed and modified, it necessary, by May 1. Modifications must be accomplished through a mutual letter of agreement approved by the KEA

Governing Board no later than the second Tuesday in April. If no modifications are requested, this letter shall continue in effect.

- N. The Association and the District hereby agree that on days when school is in session in the morning and building PD takes place in the afternoon, the lunch time plan will be as follows:
1. Thirty (30) minutes will be allocated for lunch if lunch is provided to staff, if food is available for purchase or, if desired, staff provides their own food (such as potluck).
  2. Sixty (60) minutes will be allocated for lunch if staff is to purchase their lunch off site.
- O. This lunchtime plan will be announced to staff no later than three days prior the Professional Development and be announced to staff as part of the publishing of the PD agenda. The lunch time plan, once determined, will apply to all staff.
- P. Both the Association and the District agree and expect teachers to return to the building and be ready to begin their professional development no later than sixty (60) minutes from lunch dismissal.
- Q. This sets neither precedent nor a practice.

For the Kalamazoo Education Association:  
/s/ Millie Lambert  
February 10, 2010

For the Kalamazoo Public Schools:  
/s/ Sheila Dorsey  
February 10, 2010

Revised: August 16, 2010; February 10, 2011; August 16, 2011

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

**RE: Section 1280c Compliance**

The parties agree that, in the event any school or schools within the Kalamazoo Public School District is identified on the list issued by the Michigan Department of Education pursuant to Section 1280c of the Michigan Revised School Code (effective January 4, 2010), the parties will meet together to receive KEA's input on the redesign plan(s) and to negotiate any and all contractual modifications that may become necessary, **excluding subjects described within section 15 of PERA**. It is understood that the redesign plans shall be submitted timely and shall comply with Section 1280c and applicable federal law and regulations.

The contractual changes that are mutually agreed upon will be expressed in writing and subject to ratification and approval according to normal established procedures.

DATED: August 16, 2010; Revised January \_\_, 2013

KALAMAZOO EDUCATION ASSOCIATION

KALAMAZOO PUBLIC SCHOOLS

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

**RE: Section 1280c School Improvement Plans: Maple Street Magnet School for the Arts and Milwood Magnet School: A Center for Math, Science and Technology – Ancillary Staff**

The Kalamazoo Education Association, known as the “Association”, and the Kalamazoo Public Schools, known as the “District”, hereby agree for the 2013-2014 and 2012-2013 school years to the following with respect to the implementation of school improvement plans under the directives of Section 1280c of the Michigan Revised School Code for two middle schools: Maple Street Magnet School for the Arts, known as “Maple Street” and Milwood Magnet School: A Center for Math, Science and Technology, known as “Milwood Magnet”.

**I. COMMON PROVISIONS**

A. The purpose of this Letter of Agreement is to fulfill Letter of Agreement #10 between the parties titled “Section 1280c Compliance” and to meet the requirements of Section 1280c of the Michigan Revised School Code **with respect to ancillary staff.**

**B. Leadership Team**

1. The leadership team, not to exceed fifteen (15) members, will be comprised of the building principal, all elected building team leaders, and elected at-large representatives. Said KEA members shall be compensated one percent (1%) of BA base.
2. At-large representative positions shall be posted by the principal to the building staff no later than May 1, 2011, and will include information regarding duties and compensation.
3. The at-large representatives for each school building will be elected annually, by secret ballot, no later than May 31 by all of the building’s KEA members. Reasonable efforts shall be made to include representatives of each content area and grade level among the fourteen (14) elected KEA members.
4. All members of the leadership team shall be required to participate in a four-day leadership team training scheduled prior to the start of each school year, but not earlier than August 15. Said training will be held from 8:00 A.M. to 3:00 P.M., with a one hour lunch. KEA members who participate will be paid seven (7) hours per day at curriculum rate.
5. There shall be no more than one (1) mandatory leadership team meeting per month and such meeting shall not exceed two (2) hours.
6. A subset, no more than five (5) KEA members of the leadership team selected by said team, shall be required to attend no more than one (1) School Improvement Team (SIT) meeting per month. Such members who participate in the SIT meeting are obligated to share information from the SIT meeting with the entirety of the leadership team.

### **C. Ancillary Staffing**

1. Article 12, Section T of the Collective Bargaining Agreement shall continue to prescribe the method of posting and staffing (excluding teachers) for Maple Street and Milwood Magnet KEA positions.
  2. Ancillary staff members who are selected for positions at Maple Street and Milwood Magnet will not be subject to the three-year rule described in Article 12, Section T, Paragraph 5 of the Collective Bargaining Agreement.
  3. The individual building's committee (see Article 12, Section T, Paragraph 3) will be used to select ancillary staff members for any and all extra-duty positions that are directly associated with the respective Section 1280c school improvement plan. Such positions shall be posted by internet and building posting within the school year. Notification of selection for such extra-duty positions shall be made within two weeks of the closing of the posting or May 1 as is applicable.
  4. Any and all extra-duty position openings, directly associated with the respective Section 1280c school improvement plan, occurring during summer break will be posted using U.S. mail to all KEA members. Such postings shall use reasonable timelines for posting, selection and notification of said selection to all applicants.
- D.** The District calendar for professional development and the contractual provisions for summer training for Annual Yearly Progress (AYP) shall be followed at both Maple Street and Milwood Magnet. However, the content of such professional development and summer training shall be determined by each respective building leadership team in alignment with the School Improvement Plan.

### **E. Mandatory and Voluntary Meetings**

- A. In accordance with the Collective Bargaining Agreement there shall be no more than two (2) mandatory team meetings per month for which attendance, agendas and minutes will be provided. Such meetings may be monitored by the respective principal. Such meetings will comply with the "Letter of Agreement #1 RE: Middle School Schedule..." and the District Calendar and shall be no longer than one class period in length.
  - B. No more than two (2) voluntary team meetings, which shall not exceed the length of a class period, shall be scheduled per month. Attendance shall not be taken nor shall binding decisions be made at these voluntary meetings.
  - C. Each team will establish and publish a calendar of mandatory and voluntary team meetings for the first semester prior to the third week of school and for the second semester, prior to winter break.
- F.** All KEA members at Milwood Magnet and Maple Street shall receive one additional personal day per year. Such compensation shall be prorated on the basis of the percent of time assigned at either school and length of work year.

## **II. MAPLE STREET MIDDLE SCHOOL**

## **A. Tutoring Program**

1. In order to enhance student success, a tutoring program shall be made available for all students when school is in session, beginning with the first full week of school. Staff members will encourage students to participate in tutoring to improve skills and work habits.
2. Before school tutoring shall be from 7:00 A.M. to 7:30 A.M. on student attendance days Monday through Thursday, and after school tutoring shall be from 2:30 P.M. to 3:30 P.M. on Tuesdays and Thursdays, except on half days and days before a holiday or on non-student days. KEA members shall be paid the contractual curriculum rate per hour for tutoring.
3. No later than the first student day, each KEA building member shall indicate in writing his/her availability for tutoring, i.e. morning and/or after school, as well as, days of the week preferences. The leadership team shall review all applicants and determine the schedule of those selected to provide tutoring by the time and day of the week. No member shall be required to provide service at a ratio greater than twenty (20) to one (1). At least two (2) weeks prior to the end of the trimester, each KEA member shall indicate his/her interest and availability for the following trimester.
4. All KEA members reporting for the 7:00 A.M. tutoring shall be compensated. If students do not attend after-school tutoring, staff members may leave at 2:30 P.M. and shall not be compensated.

## **B. Point System Incentives**

1. The Leadership Team will devise a point system designed to reward KEA members for member participation in activities that are in addition to the members' regular responsibilities. Activities may include, but shall not be limited to, voluntary meetings, tutorial services, after-school programs, clubs, professional development participation, training, attendance at state or national conferences, and similar activities. The Point System shall be designed to distribute the fixed allocation of funds (not less than \$25,000) for each school year. The Point System shall not apply to extra-duty activities for which other compensation is provided. The leadership teams will disseminate a list of such incentives and rules for how incentives can be earned.
2. The point system, including incentives and rules, is subject to the approval of the Association and the District prior to implementation.

## **III. MILWOOD MAGNET SCHOOL**

- A.** The leadership team at Milwood Magnet will consist of the same fifteen (15) members specified in the Common Provisions of this letter of agreement. In addition, ad hoc team members such as paraprofessionals and parents may be included on the leadership team. Such ad hoc team members shall be determined by the leadership team and will not have a vote regarding instructional matters or the incentive system.

## **B. Daily Schedule - Advisory**

1. Reporting times detailed in the Collective Bargaining Agreement shall be modified to provide additional time with students to conduct Advisory as follows:

Teacher report time	7:25 A.M.
Student instruction time	7:30 A.M.
Student dismissal	2:21 P.M.
Teacher day ends	2:30 P.M.

2. In addition, one (1) minute shall be taken from each of the class periods for a total of six (6) minutes.
3. These changes result in a total of sixty (60) minutes per five-day week. Two (2) twenty-six (26) minute advisory classes will be built into the schedule including the necessary two (2) additional four (4) minute passing times. Prior to the start of the school year, these advisory classes will be built in to the schedule for the entire school year, taking into consideration mandated testing, MEAPS, Ed Performance, parent-teacher conferences, marking periods, half-days, etc. This schedule will be provided to all KEA members no later than the first regular teacher work day for the school year.
4. All KEA members will teach advisory classes except those teachers who have four (4) or more preparations (preps) and itinerant special education staff members. Teachers with four (4) or more preps will serve as proctors/supervisors and will be assigned to classes being taught by an administrator or a KEA member to whom classes are not assigned, such as librarians and counselors. If all such assignments are covered, teachers with four (4) or more preps will be assigned to classes being taught by another KEA member. The role of teachers with four (4) or more preps will be to assist with managing student behavior and/or other tasks that do not involve planning or leading the teaching of the lesson.
5. Advisory will be listed on the building Master Schedule and will be included in class size information. Class size shall not exceed twenty (20) per advisory class. Advisory class students will not be counted toward daily maximums and/or marking period maximums. Each KEA member shall be provided with his/her advisory group class list with the regular class lists.
6. Advisory class shall consist of a prepared curriculum. Advisory teachers shall not be expected to do additional planning outside of the prepared curriculum materials. Classroom materials shall be provided to each advisory teacher. Attendance must be reported to the building office, but no other records or grades shall be required

## **D. Incentives**

1. A program for providing incentives for staff members who participate in otherwise uncompensated activities that advance this school improvement plan will be implemented under this transformational model. The leadership team will determine a list of incentives for KEA members that will include items, such as attendance at state or national conferences, tuition vouchers, and flex time. These incentives will be paid from a fixed allocation (not



less than \$25,000 per school year). The leadership teams will disseminate a list of such incentives and rules for how incentives can be earned.

2. The incentive program is subject to the approval of the Association and the District prior to implementation.

## **VI. GENERAL**

- A. The parties recognize that the implementation of these school improvement plans over two (2) school years may require adjustments and modifications. Also, the district-wide committee work associated with teacher evaluations and pay-for-performance may need to be considered for implementation for these schools. Moreover, if additional funds become available to support such school improvement plans, the parties will meet to determine the allocation of said funds.
- B. Either party may initiate discussion of changes to this Letter of Agreement. Mutually agreed upon changes will be subject to the approval of the Association and the District.
- C. In the event federal and/or state laws or regulations change or are repealed in such a manner to affect the implementation of the provisions of this Letter of Agreement, the Association reserves the right to repeal any applicable aspects of this letter. If law or regulatory modifications are such that simply repealing aspects is not appropriate, the parties agree to meet in a timely manner and negotiate amendments to this Letter. Mutually agreed upon changes will be subject to the approval of the Association and the District.
- D. This Letter of Agreement neither sets a precedent nor constitutes a binding practice, custom or course of dealing between the parties.

For the Kalamazoo Education Association:  
/s/ Millie Lambert  
November 12, 2010

For the Kalamazoo Public Schools:  
/s/ Sheila Dorsey  
November 12, 2010

**LETTER OF AGREEMENT #12**  
**Between the**  
**KALAMAZOO EDUCATION ASSOCIATION**  
**And**  
**THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO**

**Re: Non-Kalamazoo Education Association members teaching Education for Employment (EFE) classes in a Kalamazoo Public Schools building**

**Member of the Galesburg-Augusta Education Association**

**The assignment of a member of the Galesburg-Augusta Education Association to an EFE (A+ Networking) position in a Kalamazoo Public School building. The assignment was made with the agreement of KEA because Galesburg-Augusta did not have the space to house the class.**

**Member of the Schoolcraft Education Association**

**The assignment of a member of the Schoolcraft Education Association to an EFE (Construction Trades) position in a Kalamazoo Public School building. The assignment was made with the agreement of KEA because the program did not provide busing for Kalamazoo Public Schools' students and there were no KEA members qualified to do the work.**

**Member of the Portage Education Association**

**The assignment of a member of the Portage Education Association to an EFE (Collision Repair) position in a Kalamazoo Public School building. The assignment was made with the agreement of KEA because Portage Public Schools did not have the space to house the class and there were no KEA members qualified to do the work.**

**The above assignments failed to address the issue of how, if at all, payment of KEA union dues would be dealt with. To rectify that oversight, KPS agrees to pay KEA union dues for the above positions housed in Kalamazoo Public Schools each year that a non-KEA member holds the position.**

**If the current teachers leave, the positions revert to KEA positions. It sets neither a precedent nor a practice.**

**TO BE MODIFIED UPON RATIFICATION**

**KALAMAZOO PUBLIC SCHOOLS 6/18/11, 6 PM  
2011-2012 SCHOOL CALENDAR**

v.15

<b>Day</b>	<b>Date</b>	<b>Activity</b>
Friday	8-19-11	New Teacher Orientation 8 AM to 3 PM
Monday	8-22-11	First Day for counselors
Monday	8-22-11	New Teacher Orientation 8:00 AM - 3:00 PM
Tuesday	8-23-11	New Teacher Orientation 8:00 AM - 3:00 PM
Wednesday, Thursday & Friday	8-24 thru 8-26-11	AYP Mandatory Staff Report 8:00 AM – 3:00 PM; one (1) hour lunch
	<b>8-29 thru 9-9-11</b>	<b>No Additional Meetings Before, During, or After Work</b>
Monday – Thursday	8-29 thru 9-01-11	<b>Teachers report times 8:00 AM – 3:00 PM; one (1) hour lunch</b>
Monday	8-29-11	8:00 AM District meeting at Miller Auditorium; Teachers report back to buildings by 10:30 AM Principal’s Meeting; 11:30 AM – 12:30 PM: Lunch; PM work in rooms 12:30 PM – 3:00 PM
Tuesday	8-30-11	6-12 District PD 8:00 AM - 3:00 PM; 11:00 AM to 12 PM: Lunch; PreK-5 District PD 8:00 AM -11 AM; lunch/travel time 11 AM to 12 PM; PreK-5 Building PD 12:00 PM – 3:00 PM
Wednesday	8-31-11	<b>PreK-12 District PD 8:00 AM--3:00 PM; 11:00 to 12 PM: Lunch</b> <b>All KEA members will report to PD per the August letter sent to all employees by the District.</b>
Thursday	9-01-11	PreK-12 Work in Rooms No meetings
Friday	9-02-11	Labor Day Weekend – Schools Closed
Monday	9-05-11	Holiday (Labor Day) Schools Closed No September two (2) hour Monday PD;
Tuesday	9-06-11	K-12 First day for students AM Only; No half day KDG; K-5 AM Schedule;6-12 Schedule determined by individual buildings; PreK-12 Work in Rooms PM
Wednesday	9-07-11	First Full Day for students K-12; First day for half-day Kindergarten Students; First Day for County Programs
Monday, Wednesday & Thursday	9-12, 9-14 and 9-15-11	Secondary Open House Option (1.5 hrs. maximum) No Elementary Open House This Week
Monday	9-12-11	PreK-12 Building Staff Meeting (1 hr.)
Tuesday	9-13-11	KEA Governing Board - No KPS meetings
Wednesday	9-14-11	PreK-5 District PD (1.5 hrs.)
Monday	9-19-11	KEA Building Meetings
Monday & Thursday	9-20 & 9-22-11	PreK-12 Open House Option (2 hrs. maximum)
Tuesday-Friday	9-20 thru 9-23-11	One day of curriculum training for identified coaches, department heads and content leaders (6 hrs.); 8:00 AM – 3:00 PM
Wednesday	9-21-11	Facilitator Training Grade Level/Department Head (1.5 hrs.), as needed, 3:00 PM – 4:30 PM or 4:30 PM – 6:00 PM. See PD Letter of Agreement
Monday-Friday	9-26 thru 9-30-11	One day of curriculum training for identified coaches, department heads and content leaders (6 hrs.); 8:00 AM – 3:00 PM
Wednesday	9-28-11	PREK-5 DISTRICT PD (1.5 hrs.) 6-12 Bldg PD: Dept Meetings (1.5 hrs.)See PD Letter of Agreement
Monday	10-03-11	PreK-12 Building PD (2 hrs.) <b>ON TEACHER EVALUATION</b>

Monday	10-10-11	PreK-12 Building Staff Mtg. (1 hr.)
Tuesday	10-11-11	KEA Governing Board – No KPS Meetings
Tuesday-Thursday	10-11 thru 10-13-11	MEAP Testing
Wednesday	10-12-11	PreK-12 Bldg PD: Grade Level/Dept Meetings (1.5 hrs.) See PD Ltr of Agmt
Friday	10-14-11	6-12 End of first (1 <sup>st</sup> ) six (6) weeks; 6-8 students AM only; 6-8 AM schedule 6-8 records PM
Monday	10-17-11	KEA Building Meetings
Monday-Thursday	10-17 thru 10-20-11	MEAP Testing and MEAP Make-Up Testing
Wednesday	10-19-11	9-12 Students AM only; 9-12 PM Conference Option
Wednesday-Thursday	10-19 & 10-20-11	9-12 Conference Option (total 6 hrs.) Schedule developed by Faculty Team <b>MUST INCLUDE AFTERNOON CONF. TIME ON WED.</b>
Wednesday-Friday	10-19 thru 10-21-11	6-8 Conference Option (total 9 hrs.); Schedule developed by Faculty Team
Friday	10-21-11	6-8 students AM only; 6-8 PM schedule in the AM 6-8 Conference Option PM
Monday-Friday	10-24 thru 10-28-11	MEAP Make-Up Testing
Wednesday	10-26-11	New Teacher (as required by law) District PD (1.5 hrs.)
Friday	11-04-11	No students PreK-12; End of nine (9) week marking period; All staff report 8:00 AM – 3:00 PM; PreK-5 records all day; 6-12 District PD all day
Monday	11-07-11	PreK-12 Bldg Staff Meeting (1 hr.); No November two (2) hr. Monday PD
Monday thru Friday	11-07 thru 11-18-11	<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 agreement. Teacher has option of release time or compensation at the substitute rate.
Tuesday	11-08-11	KEA Governing Board - No KPS Meetings
Wednesday	11-09-11	PreK-12 Bldg PD: Grade Level/Dept Meetings (1.5 hrs.) See PD Ltr of Agmt
Monday-Friday	11-14 thru 11-18-11	PreK-5 Conference Option Week (12 hrs.) Schedule developed by Faculty Team.
Thursday	11-17-11	K-5 students AM only; AM Kindergarten in AM; AM schedule in AM PreK-5 Conference Option PM
Friday	11-18-11	K-5 students AM only; AM Kindergarten in AM; AM schedule in AM PreK-5 Conference Option PM
Monday	11-21-11	KEA Building Meeting
Wednesday	11-23-11	Schools Closed - Conference Comp. Day
Thursday & Friday	11-24 & 11-25-11	Holiday (Thanksgiving Recess) – Schools Closed
Tuesday	11-29-11	9-12 Full day with First (1 <sup>st</sup> ) Period Exams (90 minutes); Remainder of day divided equally between periods 2, 3, 4 and 5
Wednesday	11-30-11	New Teacher (as defined by law) District PD (1.5 hrs.)
Wednesday	11-30-11	9-12 Exams AM: Second (2 <sup>nd</sup> ) and Third (3 <sup>rd</sup> ) Periods (90 minutes each); 9-12 PM: Periods 4 and 5 equally divided
Thursday	12-01-11	9-12 Students AM only; 9-12 Exams AM: Fourth (4 <sup>th</sup> ) and Fifth (5 <sup>th</sup> ) Periods (90 minutes each); 9-12 Records PM
Friday	12-02-11	End of second (2 <sup>nd</sup> ) six (6) weeks/1 <sup>st</sup> Trimester 6-12 Students No School;

		6-12 Records All Day
Monday	12-05-11	PreK-12 Building PD (2 hrs.) <b>ON TEACHER EVALUATION</b>
Monday	12-12-11	PreK-12 Building Staff Meeting (1 hr.)
Tuesday	12-13-11	KEA Governing Board – No KPS Meetings
Wednesday	12-14-11	PreK-12 Bldg PD: Grade Level/Dept Meetings (1.5 hr) See PD Ltr of Agmt
Monday	12-19-11	KEA Building Meetings
Friday	12-23-11	Last day before Winter Recess
Monday	1-09-11	School Resumes No January two (2) hr. Monday PD; No Meetings
Tuesday	1-10-12	KEA Governing Board – No KPS Meetings
Wednesday	1-11-12	PreK-12 Bldg PD: Grade Level/Dept Meetings (1.5 hrs.) See PD Ltr of Agmt
Monday	1-16-12	PreK-12 Building Staff Meeting (1 hr.)
Monday- Friday	1-16 thru 1-27-12	<b>Only teachers with two (2) half-day sessions</b> – must be provided with additional pay (one-half day) per mutual agreement. Teacher has the option of release time or compensation at the substitute rate.
Tuesday - Friday	1-17 thru 1-20-12	One day of curriculum training for identified coaches, department heads and content leaders (6 hrs.); 8:00 AM – 3:00 PM
Monday	1-23-12	KEA Building Meetings
Tuesday-Thursday	1-24 thru 1-26-12	One day of curriculum training for identified coaches, department heads and content leaders (6 hrs.); 8:00 AM – 3:00 PM
Wednesday	1-25-12	New Teacher (as defined by law) District PD (1.5 hrs.)
Friday	1-27-12	End of second (2 <sup>nd</sup> ) nine (9) weeks/End of third (3 <sup>rd</sup> ) six (6) weeks; PreK-12 AM only; AM Kindergarten in AM; PreK-12 AM schedule in AM; PreK-8 Records in PM; 9–12 Building PD in PM No County Programs
Monday	1-30-12	1 <sup>st</sup> Day of third (3 <sup>rd</sup> ) nine (9) weeks/fourth (4 <sup>th</sup> ) six (6) weeks/second semester
Wednesday -Thursday	2-1 thru 2-2-12	9-12 Conference Option (total 4 hours);Schedule Developed by Faculty Team
Monday	2-06-12	PreK-12 Bldg. PD (2 hrs.) <b>ON TEACHER EVALUATION</b>
Monday	2-13-12	PreK-12 Building Staff Meeting (1 hr.)
Tuesday	2-14-12	KEA Governing Board – No KPS Meetings
Wednesday	2-15-12	PreK-12 Bldg PD: Grade Level/Dept. Mtg. (9-12 MME Training) (1.5 hrs.)
Monday-Thursday	2-20 thru 2-23-12	AM half-day kindergarten all day on 2-20-12; PM half-day kindergarten all day on 2-20 thru 2-23-12; See Other Calendar Agreements Number 10
Monday	2-20-12	KEA Building Meetings
Friday	2-24-12	Mid-Winter Break – No snow day make up
Tuesday-Thursday	3-06 thru 3-8-12	MME/ACT Testing
Wednesday	3-07 -12	PreK-5 Literacy Night (1.5 hrs.) Unless substituted for a Mandatory 2 <sup>nd</sup> semester open house which can be up to two (2) hrs. maximum
Thursday	3-08-12	6-8 Literacy Night (1.5 hrs.) Unless substituted for a Mandatory 2 <sup>nd</sup> semester open house which can be up to two (2) hrs. maximum
Monday	3-12-12	PreK-12 Building Staff Meeting (Bldg. Budget Projections 2012-13) (1 hr.) PreK-12 No March first Monday two (2) hr. PD
Monday-Friday	3-12 thru 3-17-12	MME/ACT Make-ups
Tuesday	3-13-12	KEA Governing Board - No KPS Meetings
Tuesday	3-13-12	9-12 Full day with first (1 <sup>st</sup> ) period exams (90 minutes),

		Remainder of day divided equally between periods 2, 3, 4, and 5
Wednesday	3-14-12	9-12 Exams: AM second (2 <sup>nd</sup> ) and third (3 <sup>rd</sup> ) periods (90 minutes each); 9-12 PM: Periods 4 and 5 equally divided
Thursday	3-15-12	9-12 Students AM only; 9-12 Exams: fourth (4 <sup>th</sup> ) and fifth (5 <sup>th</sup> ) periods (90 minutes each); 9-12 Records PM
Friday	3-16-12	6-12 End of fourth (4 <sup>th</sup> ) six (6) weeks/second (2 <sup>nd</sup> ) trimester PreK-12 No Students PreK-5 Comp Day 6-12 Records Day
Monday	3-19-12	PreK-5 Building Staff Meeting (1 hr.); PreK-5 Conf. Scheduling, as needed;
Wednesday	3-21-12	Kindergarten Orientation One AM session during AM work hours and one PM Session (1.5 hrs.) between 5:00 PM – 7:30 PM (Teachers provided with comp. time or compensation at substitute rate for attending kindergarten orientation not held during regular contractual work hours.)
Wednesday-Thursday	3-21 thru 3-22-12	Middle School Conf. Option (9 hrs. total); Schedule developed by Faculty Team
Thursday	3-22-12	6-8 Students AM only; 6-8 PM schedule in the AM 6-8 Conference Option PM
Monday	3-26-12	KEA Building Meetings
Monday-Friday	3-26 thru 4-20-12	<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 agreement. Teacher has the option of release time or compensation at the substitute rate.
Wednesday	3-28-12	PreK-12 Bldg PD: Grade Level/Dept Meetings (1.5 hrs) See PD Ltr of Agmt
Thursday	3-29-12	PreK-5 End of third (3 <sup>rd</sup> ) nine (9) weeks PreK-5 No Students; PreK-5 Records All day
Friday	3-30-12	Schools Closed Conference Comp Day
Monday – Friday	4-02 thru 4-06-12	Schools Closed; Spring Break
Monday	4-09-12	School Resumes PreK-12 Staff Meeting (1 hr) No April two (2) hour Monday PD
Tuesday	4-10-12	KEA Governing Board. No KPS Meetings
Monday-Friday	4-16 thru 4-20-12	Elementary Conf. Option (12 hrs. total) Schedule Developed by Faculty Team
Thursday	4-19-12	K-5 Students AM only; PM Kindergarten in AM; PM schedule in AM PreK-5 Conference Option PM
Friday	4-20-12	K-5 Students AM only: PM Kindergarten in AM; PM schedule in AM PreK-5 Conference Option PM
Monday	4-23-12	KEA Building Meetings
Wednesday	4-25-12	6-12 Bldg PD: Dept Meetings (1.5 hrs); See PD Letter of Agreement
Friday	5-04-12	NO PEEP Students: PEEP staff report 8:00 - 3:00 for District PD 6-12 End of fifth (5 <sup>th</sup> ) six (6) weeks 6-8 Students AM only; 6-8 AM schedule in AM 6-8 Records PM
Tuesday	5-08-12	KEA Governing Board- No KPS meetings
Wednesday-Thursday	5-09 thru 5-10-12	9-12 Conf. Option (5 hours total); Schedule Developed by Faculty Team
Monday	5-14-12	PreK-12 Staff Meeting (1 hr) No May two (2) hr First Monday PD
Monday	5-21-12	KEA Building Meetings
Wednesday	5-23-12	PreK-12 Bldg PD: Grade Level/Dept Meetings (1.5 hrs.) See PD Ltr of

		Agmt
Monday	5-28-12	Schools Closed - Holiday (Memorial Day)
Wednesday	5-30-12	Facilitator Training (1.5 hrs.), as needed
Friday	6-01-12	Last Day for Seniors
Monday	6- 04-12	<b>Senior grades due by start of work day Monday, June 4, 2012</b> PreK-12 Staff Mtg. (1 hr.) No June two (2) hour First Monday PD
Monday-Thursday	6-11 thru 6-14-12	No KPS Meetings Before, After or During the Work Day
Monday	6-11-12	9-12 Full day with first (1 <sup>st</sup> ) period exams (90 minutes) Remainder of day divided equally between periods 2, 3, 4 and 5 Last day for AM Kindergarten
Tuesday	6-12-12	K-12 Students AM only; PM Kindergarten in AM; Last day for PM Kindergarten; PreK-8 PM schedule in AM; 9-12 Exams: Second (2 <sup>nd</sup> ) and Third (3 <sup>rd</sup> ) Periods (90 minutes each); PreK-12 Records in PM; KEA Governing Board – if needed
Wednesday	6-13-12	K-12 Students in AM only; No half day Kindergarten Grades K-8 AM schedule in AM; 9-12 Exams: Fourth (4 <sup>th</sup> ) and Fifth (5 <sup>th</sup> ) Periods (90 minutes each); PreK-12 Records in PM
Thursday	6-14 -12	Last Teacher Work Day - Records Day
Friday-Thursday	6-15 thru 6-21-12	<b>AYP Option Week June 15 – 21, 2012</b>
Thursday	6-21-12	Last day for counselors

## 2011-2012 Calendar

### Days per Month

<u>Month</u>	<u>Students</u>	<u>Teachers</u>
August	0	3
September	19	20
October	21	21
November	18	19
December	17 (HS 16)	17
January	17	17
February	20	20
March	19 (HS 20)	21 (Elem 20)
April	16	16
May	22	22
June	9	10
<b>Totals</b>	<b>178</b>	<b>186 (Elem. 185)</b>

### Teacher Work Days

Student Days	178
Other Work Days	8 (Elem. 7)
*Comp. Days	2 (Elem. 3)
<b>Total</b>	<b>188</b>
**Holiday	4
<b>Total Paid Days</b>	<b>192</b>

### \*Comp. Days

March 16, 2012 (PreK-5 elementary only)

One per semester conference comp. day (PreK-12):

November 23, 2011 (PreK-12)

March 30, 2012 (PreK-12)

### \*\*Holidays

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

### SECONDARY HALF DAY SCHEDULE (unless noted otherwise in calendar such as exam days)

**Grades 6-8:** AM Schedule—Periods 1, 2, and 3  
PM Schedule—Periods 4, 5, and 6

**Grades 9-12:** AM Schedule—First Period (as much as available but not less than thirty-five [35] minutes)  
Second Period (as close to seventy [70] minutes as possible without going over)  
Third Period (as close to seventy [70] minutes as possible without going over)  
Second and Third Periods are equal in length.

PM Schedule—First Period (as much as available but not less than thirty-five [35] minutes)  
Fourth Period (as close to seventy [70] minutes as possible without going over)  
Fifth Period (as close to seventy [70] minutes as possible without going over)  
Fourth and Fifth Periods are equal in length.



**Summary of PD Hours –**

<b>FULL AND HALF DAYS</b>	<b>Elementary</b>	<b>Middle</b>	<b>High</b>	<b>Notes</b>
August 29, 30, 31	15	15	15	
November 4		6	6	
January 27			3	
<b>Subtotal</b>	<b>15</b>	<b>21</b>	<b>24</b>	
First Mondays (2 hours)	Oct. 3, Dec. 5, Feb. 6	Oct. 3, Dec. 5, Feb 6	Oct. 3, Dec. 5, Feb 6	Common Dates: Oct. 3, Dec. 5, Feb 6
<b>Subtotal</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>6</b>
Bldg. (except as noted) Wednesdays: Grade Level (elementary)/ Department (secondary)  <b>DISTRICT PD *</b>	Sept. 14*, Sept. 28*, Oct. 12, Nov. 9, Dec. 14, Jan. 11, Feb. 15, Mar. 28, May 23	Sept. 28, Oct. 12, Nov. 9, Dec. 14, Jan. 11, Feb. 15, Mar. 28, April 25, May 23	Sept. 28, Oct. 12, Nov. 9, Dec. 14, Jan. 11, Feb. 15, Mar. 28, April 25, May 23	Common Dates Sept. 28, Oct. 12, Nov. 9, Dec 14, Jan. 11, Feb. 15, Mar. 28, May 23 **Art, Music, P.E. Department meetings will be scheduled as District meetings during these times
<b>Subtotal</b>	<b>13.5</b>	<b>13.5</b>	<b>13.5</b>	<b>12</b>
<b>GRAND TOTAL</b>	<b>34.5</b>	<b>40.5</b>	<b>43.5</b>	

**Summary of Instructional + PD Hours –**

	<b>Elementary</b>	<b>Middle</b>	<b>High</b>
Instructional Hours	1067.07	1092.17	1071.00
Instruction + PD (34.5 hrs. elem; 38 hrs. sec.)	1101.57	1130.17	1109.00

	<b>AM Kdg.</b>	<b>PM Kdg.</b>
Instructional Hours	530.70	531.00
Instruction + allowed PD (19 hrs.)	549.70	550.00

In the event that State legislation requires 180 student days for the 2011-2012 school year, days will be negotiated for all levels as necessary.

Note: March 7 and 8 are MME days with students returning for two (2) hours each day. These half days and hours are not included in the above.

**REPORTING TIMES  
2011-2012**

**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 Teacher 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, 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 Teacher 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.

**Linden Grove Middle School**

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

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

**Phoenix Alternative High School**

9:25 Teacher report time  
9:35 Student instruction begins  
4:20 Student dismissal  
4:30 Teacher day ends

Staff meetings of 1 hour will be held on Wednesday mornings from 8:20 to 9:20 AM

All 1.5 hour PD/Building Department Meetings will be held Wednesday mornings from 7:40 AM to 9:25 AM except in weeks where there is a staff or KEA meeting scheduled. In weeks where there is either a KEA meeting or a staff meeting, the grade level /department meeting shall be held on Thursday morning. 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 6, 2011) 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 and mid-trimester progress reports:
  - Grades 9–12: Mandatory for all students receiving D's and F's
  - PreK–5 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 – 5.
6. Two paid compensation days, one per semester, shall be provided for the 2011-2012 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 2011-2012, those compensation days are November 23, 2011, and March 30, 2012. Beginning in 2011-2012 an additional ½ day of conference comp time will be provided for grades 9-12 in exchange for three (3) additional hours of parent-teacher conference time for a total of fifteen (15) hours; five (5) per conference period. This half day shall be provided for the PM of January 27, 2012.
7. If required, the emergency make-up day and any subsequent make-up days will be inserted before the end of the year days outlined as June 12, 13, and 14, 2012.
8. Report cards will be mailed at the end of the last teacher workday (6-15-2012).
9. Per Article 16, Section D, new hires shall be required to attend one professional development (PD) which shall be regarding the appropriate use of physical force and teacher rights to protect themselves from physical assault. Such PD shall be scheduled during new hire orientation. Other members may attend said PD on a voluntary basis.

10. For 2011-2012, in order to meet state requirements for days and hours, half-day kindergarten shall attend for full days on the following dates:

February 20, 2012: AM Kindergarten all day; PM Kindergarten all day  
 February 21, 2012: PM Kindergarten all day  
 February 22, 2012: PM Kindergarten all day  
 February 23, 2012: PM Kindergarten all day

Substitutes shall be made available to provide instruction.

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 B**  
**EXTRA DUTY SALARIES FOR 2012-2013 (\*Revised 1.9.13)**

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	9.0%
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%	Asst. Cheerleading–Football	5.6%
Athletic Game Aide	18.5%	Asst. Cheerleading–Basketball	7.7%
Athletic Ticket Aide	18.5%	Tennis	6.3%
Head Driver Education	11.0%	Soccer	7.7%
Instructors		National Honor Society	3.0%
<b>Phoenix Basketball</b>	<b>8.0%</b>	Senior High Yearbook	5.0%
<b>Ass't Coaches/Others:</b>	<b>% of Base</b>	Senior High Newspaper	3.0%
Softball	8.75%	Day Care Center Director	10.0%
Baseball	8.75%	Mock Trial Coach	8.0%
Basketball	12.9%	Student Government	2.0%
Cross Country	7.7%	Future Teacher Development	2.0%
Football	12.6%	Leader (one elementary total and 1 per each middle school)	
Ice Hockey	9.8%	Instrumental Jazz	9.0%
Swimming	9.8%	Grades 9-12 Team Leader	5.0%
Track and Field	8.4%		
Wrestling	9.4%		

Premium compensation for Freshman Academy English, mathematics, science, social studies teacher	32 or more students/class	2.5% of BA Base per trimester
Secondary class size compensation	36 or 37 students	\$500.00 per class/per trimester
Secondary physical education class size compensation	48 or more	\$500 per class/ per trimester (per Article 7, Section E)

**APPENDIX B (Continued)**

**Lead Teachers**

Social Studies (Grades 6-12)	16 % of BA base, plus 10-15 days summer work at curriculum rate
Physical Education (K-12)	16 % of BA base, plus 10-15 days summer work at curriculum rate
Elementary Science (K-5)	16 % of BA base, plus 20 days summer work at curriculum rate
Secondary Science (6-12)	16 % of BA base, plus 10-15 days summer work at curriculum rate

**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	7.0%
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%
		Grades 6-8 Team Leader	5.0%

**Elementary –**

		<b>2011-12</b>	<b>2012-13</b>	<b>Rate*</b>
Student Assistant Leader		<del>\$22.52</del>		\$22.58/hour
Black History Quiz Bowl	60 hours max.	<del>\$21.06</del>		\$21.11/hour
Social Studies Olympiad	60 hours max. per event	<del>\$21.06</del>		\$21.11/hour
Science Fair/Olympiad	60 hours max. per event	<del>\$21.06</del>		\$21.11/hour
Drama/Plays	60 hours max.	<del>\$21.06</del>		\$21.11/hour
Elementary Intramural Sports	60 hours max.	<del>\$21.06</del>		\$21.11/hour
Extra Duty Supervision		<del>\$1237</del>		\$1240/year
Splits				10% of BA base

**Other Assignments –**

		<b>2011-12</b>	<b>2012-13</b>	<b>Rate *</b>
Curriculum Development		<del>\$21.06</del>		\$21.11/hour
Summer School Classroom Teacher		<del>\$21.06</del>		\$21.11/hour
Substituting during planning time	(building choice)	<del>\$21.06</del>		\$21.11/hour
Driver Education Teacher		<del>\$24.06</del>		\$24.12/hour
Music Teacher (summer school teaching)		<del>\$21.06</del>		\$21.11/hour
Intramurals (including Dance Club and PE Expo)		<del>\$15.01</del>		\$15.05/hour
Inservice Activities		<del>\$11.81</del>		\$11.84/hour
TV/Radio Production Coordinator		<del>\$18.07</del>		\$18.12/hour
Mentor Teacher				See Article 31
Secondary Counselors – ten (10) additional days				Pro-rata pay
Technically Advanced Group (“TAG”) Member				Varies by Bldg.

## APPENDIX B (Continued)

Grade-Level/Department Meeting Facilitators (Excluding Department Heads)	Maximum 1.5 hours per meeting	<del>\$21.06</del> \$21.11/hour
Art, Music and Physical Education preparation, setup/takedown, and supervision of exhibits, performances, or competitions outside of school hours	20 hours maximum in hourly pay or comp. time per year (per Article 22, Section F)	<del>\$21.06</del> \$21.11/hour

Note: The extra duty schedule for 2011-12 reflects an increase in the hourly rates over 2010-11. This salary change is retroactive to the start of the school year. If the blended student enrollment figure is 12,600 or more, an additional payment will be paid according to the chart included in Article 22.

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 (if in the bargaining unit) 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: Per High School Letter of Agreement #5: Trimesters, English, mathematics, science, or social studies teacher who is assigned to a Freshmen Academy team and has thirty-two (32) or more students in a class will be compensated an additional three (3%) percent of the BA Base for that trimester

Section N: Four Lead Teacher positions will serve the specific areas of 6-12 social studies, K-5 science, 6-12 science, and K-12 physical education. Each will be paid sixteen (16%) percent of BA Base Pay. The K-5 science Lead Teacher shall be expected to work during the summer up to an additional twenty (20) days, and the other Lead Teachers shall be expected to work during the summer an additional ten (10) to fifteen (15) days, mutually agreed upon, for curriculum work at curriculum rate of pay. The science Lead Teacher position serving Grades 6-12 will be posted and filled at such time as the corresponding Title 1 half-time position is eliminated.

Section O: The extra duty compensation for Grades 6-12 Team Leader will be five percent (5%) of BA Base pay.

**APPENDIX C**  
**School Safety Legislation**  
**Reportable Crimes List**

- (a) Any felony.
- (b) Any of the following misdemeanors:
  - (i) Criminal sexual conduct in the fourth degree or an attempt to commit criminal sexual conduct in the fourth degree.
  - (ii) Child abuse in the third or fourth degree or an attempt to commit child abuse in the third or fourth degree.
  - (iii) A misdemeanor involving cruelty, torture, or indecent exposure involving a child.
  - (iv) A misdemeanor violation of section 7410 of the public health code, 1978 PA 368, MCL 333.7410.
  - (v) A violation of section 115, 141a, 335a, or 359 of the Michigan penal code, 1931 PA 328, MCL 750.115, 750.141a, 750.335a, and 750.359; or a misdemeanor violation of section 81, 81a, or 145d of the Michigan penal code, 1931 PA 328, MCL 750.81, 750.81a, and 750.145d.
  - (vi) A misdemeanor violation of section 701 of the Michigan liquor control code of 1998, 1998 PA 58, MCL 436.1701.
  - (vii) Any misdemeanor that is a listed offense. (Listed offense means that term as defined in section 2 of the sex offenders registration act MCL 761.1)
- (c) A violation of a substantially similar law of another state, of a political subdivision of this state or another state, or of the United States.

MCL 380.1230d; MCL 380.1535a; MCL 380.1539

**APPENDIX D:  
Board Policies Relating to Prohibited Subjects**

For convenient reference by certificated teachers within the KEA bargaining unit, board policies relating to the prohibited subjects within section 15 of the Public Employment Relations Act are reproduced in this Appendix. These Board policies are not subject to negotiations and are not subject to the grievance arbitration process; they may be modified, supplemented or replaced only at the discretion of the Board.

**POLICY  
of the  
BOARD OF EDUCATION  
KALAMAZOO PUBLIC SCHOOLS**

***8.7 Layoff and Recall of Teachers***

**Policy**

For teachers, as defined in section 1 of article 1 of the Michigan Teachers' Tenure Act, all personnel decisions when conducting a staffing or program reduction or any other personnel determination resulting in the elimination of a position, when conducting a recall from a staffing or program reduction, or in making any other personnel determination resulting in the elimination of a position, or in hiring after a staffing or program reduction, or any other personnel determination resulting in the elimination of a position, the Board of Education shall ensure that such decisions are based on retaining effective teachers.

Effectiveness shall be measured by the performance evaluation system under section 1249 of the Michigan Revised School Code and shall be made based on the following factors:

- (i) **Individual performance, which shall be the majority factor in making such decisions and which shall consist of but not be limited to all of the following:**
  - (A) **Evidence of student growth, which shall be the predominant factor in assessing an employee's individual performance.**
  - (B) **The teacher's demonstrated pedagogical skills, including at least a special determination concerning the teacher's knowledge of his or her subject area and the ability to impart that knowledge through planning, delivering rigorous content, checking for and building higher-level understanding, differentiating, and managing a classroom, and consistent preparation to maximize instructional time.**
  - (C) **The teacher's management of the classroom, manner and efficacy of disciplining pupils, rapport with parents and other teachers, and the ability to withstand the strains of teaching.**
  - (D) **The teacher's attendance and disciplinary record, if any.**
- (ii) **Significant, relevant accomplishments and contributions. This factor shall be based on whether the individual contributes to the overall performance of the school by making clear, significant relevant contributions above the normal expectations for an individual in his or her peer group and having demonstrated a record of exceptional performance.**
- (iii) **Relevant special training. This factor shall be based on completion of relevant training other than the professional development or continuing education that is required by the employer or by state law, and integration of that training into instruction in a meaningful way.**

A teacher who has been rated as ineffective under the performance evaluation system shall not be retained over a teacher who has been rated as minimally effective, effective, or highly effective under the performance evaluation system.

Probationary teachers rated as effective or highly effective shall not be displaced by a teacher on continuing tenure solely because the other teacher has continuing tenure.

Except as otherwise provided within this policy, length of service or tenure status shall not be a factor in a personnel decision subject to this policy. However, if that personnel decision involves 2 or more employees and all other factors distinguishing those employees from each other are equal, then length of service or tenure status may be considered as a tiebreaker.

Sources: Public Act 102 of 2011 / Section 380.1248 of the Revised School Code; Public Act 103 of 2011/Section 423.215(3)(k).

**POLICY**  
of the  
**BOARD OF EDUCATION**  
**KALAMAZOO PUBLIC SCHOOLS**

*8.8 Teacher Discipline, Demotion, or Dismissal*

**Policy**

Teachers whose employment is regulated by the provisions of MCL §§38.71 through 38.191, inclusive, shall be disciplined, demoted or dismissed only for a reason that is not arbitrary or capricious.

The Superintendent or designee shall ensure that decisions regarding the discipline, demotion and dismissal of teachers whose employment is regulated by MCL §§38.71 through 38.191 are consistent with this policy and the legal authority cited above.

The Superintendent or designee may develop and adopt administrative guidelines that detail the standards or procedures for the discipline, demotion, and/or dismissal of teachers subject to this policy.

Source: MCL §§38.71-191; MCL §423.215(3)(m)



**Kalamazoo Public Schools and Kalamazoo City Education Association**  
**GRIEVANCE REPORT**

Grievance No. \_\_\_\_\_ Date filed \_\_\_\_\_ **DISTRIBUTION AT FINAL RESOLUTION:**  
Name of Grievant(s) \_\_\_\_\_ white - Asst. Supt. Human Resources; canary – Principal;  
Building/Work Site \_\_\_\_\_ Assignment \_\_\_\_\_ pink - Association; goldenrod -Teacher

**STEP I BUILDING LEVEL** DO NOT SEPARATE - SUBMIT TO PRINCIPAL IN QUADRUPLICATE

A. Date Cause of Grievance Occurred \_\_\_\_\_ Date Meeting Held \_\_\_\_\_  
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 of Principal \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Signature of Principal \_\_\_\_\_ Date \_\_\_\_\_

F. Position of Grievant(s) \_\_\_\_\_ Date \_\_\_\_\_

G. Position of Association \_\_\_\_\_ Date \_\_\_\_\_

**STEP II CENTRAL ADMINISTRATION**

A. Date received by Asst. Supt. Human Resources \_\_\_\_\_ Date Meeting Held \_\_\_\_\_

B. Disposition of Asst. Supt. Human Resources \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Signature of Administrator \_\_\_\_\_ Date \_\_\_\_\_

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

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

**STEP III SUPERINTENDENT**

A. Date Received by Superintendent \_\_\_\_\_ Date Meeting Held \_\_\_\_\_

B. Disposition of Superintendent \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Signature of Superintendent \_\_\_\_\_ Date \_\_\_\_\_

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

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

**STEP IV ARBITRATION**

A. Date Submitted to Arbitration \_\_\_\_\_

B. Party Submitting Dispute to Arbitration \_\_\_\_\_

C. Disposition and Award of Arbitrator \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Signature of Arbitrator \_\_\_\_\_ Date \_\_\_\_\_

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.



# Arrest Disclosure Form

(School District or Non-Public School Name)

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
School Name (Please Print)

\_\_\_\_\_  
School District (Please Print)

\_\_\_\_\_  
Position (Please Print)

\_\_\_\_\_  
Date of Arrest (Please Print)

Pursuant to Public Act 131 of 2005, I, hereby disclose that I was arrested on the  
aforementioned date for the criminal offense of \_\_\_\_\_  
in \_\_\_\_\_ Court, located in the State of \_\_\_\_\_  
\_\_\_\_\_, County of \_\_\_\_\_.

In signing this form, I acknowledge that I understand that failure to disclose this information is a violation of Public Act 131 and can result in action being taken relative to my certification and/or employment.

In signing this form, I acknowledge that I understand that should I be convicted of or pled guilty or nolo contendere (no contest) nor am I the subject of a finding of guilt by a judge or jury, it is my responsibility to disclose to the court that I am employed by a school, public or non-public. I also understand that if I am subsequently not convicted of any crime after the completion of judicial proceedings resulting from that charge, I must request, in writing, that the Michigan Department of Education and the employing school/district delete the report from my records.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Send Form to: Dr. Flora L. Jenkins, Director  
Office of Professional Preparation Services  
P.O. Box 30008  
Lansing, Michigan 48909

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