

AGREEMENT

Between The

KALAMAZOO COUNTY EDUCATION
ASSOCIATION

THE KALAMAZOO SUPPORT PROFESSIONALS

And

KALAMAZOO PUBLIC SCHOOLS

2009-2010

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KALAMAZOO PUBLIC SCHOOLS

And

THE KALAMAZOO COUNTY EDUCATION ASSOCIATION
KALAMAZOO SUPPORT PROFESSIONALS
(KCEA-KSP)

2009-2010

This Agreement entered into this 18th day of November, 2009, by and between the Kalamazoo Public Schools, hereinafter referred to as the “District,” and the Kalamazoo County Education Association (KCEA), an incorporated Association and the Kalamazoo Support Professionals (KSP) a member organization of the KCEA, hereinafter referred to as the “Association,” and affiliated with the Michigan Education Association, hereinafter called the “MEA,” and the National Education Association, hereinafter called the “NEA.”

ARTICLE I – RECOGNITION

Section A – The School District of the City of Kalamazoo (District) hereby recognizes the Kalamazoo County Education Association-MEA/NEA as the exclusive bargaining agent for Paraprofessional and Office Personnel of said District excluding any and all supervisory employees and further excluding two (2) excluded positions assigned to the Superintendent’s Office, three (3) excluded positions assigned to the Department of Human Resources, one (1) excluded position assigned to the Office of Budget and Finance, one (1) excluded secretary assigned to the top level Administrator in the Student Services Department and two (2) excluded secretaries who shall be designated as floaters and assigned at the discretion of the District. It is hereby agreed that there shall be no future increase beyond the current nine (9) excluded positions.

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

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

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

Agreement shall be incorporated into and be considered part of the established policies of the District.

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

Section F – The District shall provide a complete copy of this Agreement to the Association within thirty (30) days of completion of its bargaining. The District shall provide a copy of this Agreement to each employee and twenty-five (25) copies to the Association within forty-five (45) days of ratification and signing of Agreement.

Section G – The District agrees it will not 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 representative 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.

Section H – The Association’s Mutual Concerns Committee consisting of the President, President-elect, the Grievance Chairperson, the group representatives appropriate to the issue to be discussed shall be granted release time at its request to meet with the District of Contract Administration to discuss matters of concern to the Association and/or the District.

ARTICLE II – DEFINITIONS

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

Section B – Whenever the term “District” is used, it shall mean the Kalamazoo Public Schools and shall include its designee upon whom the Board has conferred authority to act in its place.

Section C – Whenever the term “Association” is used, it shall mean the Michigan Education Association-Kalamazoo Support Professionals as defined in Article I, Section A, and include its designee upon whom the Association has conferred authority to act in its place.

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

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

ARTICLE III – ASSOCIATION PROFESSIONAL DUES AND FEES.

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

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

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

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

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

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

ARTICLE IV – ASSOCIATION AND EMPLOYEE RIGHTS

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

Section B – No more than four (4) business luncheon meetings of the Association will be held annually from 12:30 p.m. to 2:00 p.m. on days to be determined by discussions between District representatives and the Association’s Mutual Concerns Committee.

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

Section D – Duly authorized representatives of KCEA-KSP, whose names shall be submitted to the Superintendent, may be permitted to transact official business on school property related to wages, hours and working conditions at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. KCEA-KSP representative(s) shall confer with the principal or his/her representative relative to his/her presence in the building and make arrangements with the principal or his/her representative to conduct said business.

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

Section F – KCEA-KSP shall have the right to post notices of activities and matters of KCEA-KSP concern on bulletin boards, at least one of which shall be provided in each building. KCEA-KSP may use the District mail service for KCEA-KSP communications to employees.

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

Section H – The District agrees to notify the KCEA-KSP prior to any reductions, reassignment or replacement of employees.

ARTICLE V – DISTRICT RIGHTS

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

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

ARTICLE VI – CONCERTED ACTION PROHIBITION

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

ARTICLE VII – FAIR EMPLOYMENT PRACTICES

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

ARTICLE VIII – EMPLOYMENT

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

Section B – Probation Period.

1. Upon initial employment, employees shall be designated as probationary employees for a period of three (3) calendar months. Such probationary period shall serve the purpose of determining the employee's work skills and habits. Probationary employees shall not be used as temporary employees.
2. Probationary employees shall work the contracted work hours and be granted contractual sick leave but shall receive no other contractual

benefits or privileges and shall not have the right of arbitration of dismissal.

3. A probationary employee who has successfully completed his/her probationary period shall be recommended to the Board for permanent appointment with full benefits. A probationary employee whose performance has been appraised as unsatisfactory shall be terminated prior to the completion of the employee's probationary period.
4. The probationary period of an employee may be extended for a period not to exceed an additional three (3) months provided the District has given notification of such desire to extend to the employee and to the Association.
5. Seniority shall commence upon date of original hire and shall accumulate only while an employee is an active employee in the bargaining unit.

It is agreed by both parties that all cost savings generated by this Agreement (Section B 2-3) will be devoted to offset future increases in insurance and salary as the KSP Bargaining Team decides to distribute.

Section C – Career Employment

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

Section D – Discipline: Just Cause and Due Process

1. No employee shall be disciplined or discharged without just cause or without due process. The term “discipline” as used in this Agreement includes verbal reprimand, **written reprimand**, suspension, and discharge, but not discharge of probationary employees. An employee will be provided notice of the complaint or concern and have an opportunity to be heard before any discipline is imposed. The specific grounds for disciplinary action, if any, will be presented to the employee and the Association within five (5) working days of the time the discipline is imposed.
2. Discipline investigation and imposition shall be conducted in private to the extent possible. No corrective or disciplinary meeting shall be held without the District

first informing the bargaining unit member of her/his right to have an Association representative present.

3. The Association Representative (AR) may notify the Association President whenever a bargaining unit member is subjected to formal disciplinary action.
4. Written reprimands will be given in the form of a formal letter with the full signature of the administrator taking the action. The letter will be delivered only after a meeting has been held at which the employee has had an opportunity to be heard. A written reprimand must indicate that a copy has been forwarded to the Superintendent or appropriate Assistant Superintendent; a copy will be given to the employee **and a copy will be placed in the personnel file.**
5. Any complaint not called to the attention of the employee may not be used in any disciplinary action against the employee.
6. It is agreed and understood, that under normal circumstances, the following progressive system of discipline shall be followed in disciplining an employee:
 - i. Step 1. Verbal Reprimand
 - ii. Step 2. Written Reprimand
 - iii. Step 3. Suspension without Pay (may also include additional written reprimand)
 - iv. Step 4. Dismissal
7. In the event of serious violations, the District may impose a penalty up to an including discharge as is reasonable under the circumstances without going through the progressive steps as set forth above.

Section E – Warning for Career Employees

1. A career employee who fails to perform tasks assigned satisfactorily will be placed on a twelve (12) week warning period. A written plan of improvement will be developed.
2. Appraisal shall be made after twenty (20) working days, forty (40) working days, and immediately prior to the end of sixty (60) working day warning period. These appraisals shall be discussed in conference with the employee by the immediate administrator and signed by each. An addendum explaining the purpose of the evaluation shall accompany the evaluation form.
3. Failure to achieve satisfactory performance may result in termination. At the eight-week (40 day) evaluation, a joint committee composed equally of Administrators and the Association will determine whether to continue or discontinue the remaining time of the twelve (12) week warning period.
4. When as the result of this process, an employee's performance improves to a level that is satisfactory or above, such improvement shall be

documented on the next evaluation form. The previous evaluation form(s) reflecting unsatisfactory performance shall be removed from the employee's file after two years.

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

Section G – Five (5) working days prior to the last working day for ten (10) month employees, each employee shall receive notification of placement for the succeeding school year. Such notification shall include assignment, job title, placement on the levels of classification chart, pay level, percentage of time and name of immediate administrator.

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

Section I – Performance Evaluation

Each non-probationary employee shall have a written performance evaluation once every three (3) years. Each employee shall be apprised, in advance, of the specific criteria upon which he/she will be evaluated.

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

ARTICLE IX – ASSIGNMENT AND TRANSFER

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

Section B – The immediate administrator shall provide an orientation for an employee new to a position. Whenever practicable, employees new to a position shall have an overlap period with the employee vacating the position.

Section C – Transfer Rights and Substitutes

1. Whenever the District determines that a position is to be filled, that position shall be designated as a vacancy and shall be filled in the following manner:

- a. Upon determination that a vacancy exists, the District shall post such vacancy within ten (10) calendar days and communicate the posting on the District's webpage. During the summer, notice of vacancy shall be sent to the president and to all employees who have requested placement on the Notification of Vacancies mailing list. Postings shall state a closing date for submitting applications for transfer. Such closing date shall be five (5) days after publication of posting.
 - b. Employees applying for posted vacancies shall submit proper written applications on a form provided by the District. Interviews shall be conducted with all employees requesting transfer who meet the stated qualifications for a posted position.
 - c. Where qualifications are relatively equal, positions will be awarded on the basis of seniority.
2. After a vacancy is posted, it shall be filled within ten (10) days provided qualified bargaining unit members apply. If qualified bargaining unit members do not apply, such vacancies may be staffed with a substitute or a temporary employee for a period not to exceed thirty (30) calendar days so the position may be reposted or so that applicants from outside the District may be secured and properly screened.
 3. Substitute/Temporary Employees
 - a. A substitute is defined as an individual who is filling an established unit position during a regular employee's leave. A temporary is defined as an individual who performs bargaining unit work on a short-term/as needed basis. Short-term shall be defined as a period no longer than seventy five (75) workdays after which the position shall be posted. Neither a substitute nor a temporary shall ever be considered a bargaining unit member. Notwithstanding any other provision of this Agreement, the District continues to have the right to utilize outsourcing when, in the judgment of the District, such action is necessary.
 - b. When an employee is assigned substitute work in a higher paying position for more than five (5) consecutive days or more than six (6) days within ten (10) consecutive work days, the Board agrees to pay the substituting employee the position's range at that employee's step for the duration of the temporary assignment.

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

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

Section F – Qualified candidates will be selected for site-based interviews by a team of building personnel. If the interview team is composed of three (3) individuals, at least two (2) of the team members shall be non-administration. If the interview team is composed of five (5) individuals, at least three (3) of the team shall be non-administration. When the District determines that it is appropriate and/or possible, one (1) of the interview team members shall be a KSP member from within the posted classification. The interview team will pose questions based upon the job description. These questions will cover the following areas:

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

Preference will be given to internal candidates, including members who are on layoff status. If all other qualifications are equal, the position will be awarded to the most senior applicant. Upon completion of the interview of internal candidates, if no candidate meets the designated qualifications for the job, external candidates may be interviewed. Basic keyboarding/PC literacy testing will be required of non-clerical or external candidates. Instructional paraprofessionals will be required to pass a basic skills test in the appropriate areas related to the posted position. All testing must be completed prior to the interview.

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

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

1. Objective and demonstrable criteria shall be established as stated qualifications for each position.
2. All new employees and employees transferring to another position shall be required to meet the stated qualifications for the positions to which they are assigned.
3. Once an employee has accepted a new position, reasonable efforts shall be made to release the employee from his or her former position within fifteen (15) work days. Nevertheless, if such release is not made within

fifteen (15) work days, the employee shall be paid at the new rate of pay if it is higher than the employee's old rate of pay upon the fifteenth (15th) work day following acceptance of the new position.

4. Any additional qualifications not subject to objective measurement shall be clearly stated in the posting.
5. Applicants not selected shall, at their request, be told why they were unsuccessful in the bid for the position. Applicants who further desire written summary of the reason shall request such summary in writing.
6. Applicants not selected shall be notified as soon as selection is made.

Section H – If an employee is involuntarily transferred to a position of lower classification, no downward salary adjustment shall be made. The employee's salary shall remain constant until the salary for the position of lower classification catches up to the salary the employee earned while working in the previous position. When an employee voluntarily transfers to a position of lower classification, appropriate pay adjustment shall be made.

Section I – When an administrator transfers from one position to another, the employee by mutual agreement with that administrator, and providing that the employee meets the qualifications for the new position, may transfer with that administrator providing the position to which the employee transfers was vacated voluntarily. In such case, posting procedures shall not apply.

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

Section K – In the event there are no bargaining unit members on layoff, all bargaining unit members requesting transfers will be considered by the schools. If there are bargaining unit members on layoff status who meet the minimum qualification for an open position, they shall be interviewed by the interview team. If there are no other KSP members seeking an interview who meet the minimum qualifications for the open position, a laid off bargaining unit member shall be recalled to said open position. In the event vacancies exist that cannot be filled by internal transfer or recall, all laid off bargaining unit members shall be notified of the vacancy so they can apply and be considered for such vacancy.

Section L – Whenever a leave, transfer or new hire occurs, Human Resources will notify the Association President by email within seven (7) business days of the occurrence.

ARTICLE X – SUPERVISION

Although it is recognized that certain classifications of employment entail certain supervisory responsibilities, it is understood by the parties and mutually agreed that no bargaining unit members shall assess the performance or contribute to the assessment of

the performance of another bargaining unit member, except evaluations regarding probationary employees, except in situations wherein student/children safety is compromised or otherwise negatively impacted.

ARTICLE XI – LAYOFF AND RECALL

In the event of need for layoffs, the following procedure shall apply:

Section A – Prior to any layoff, the District shall confer with the Association for the purpose of reviewing the necessity for layoff and securing input on layoff decisions.

Section B – By December 1 of each year, the District shall provide the Association an updated seniority list which lists employees by bargaining unit seniority and by KSP seniority.

Section C – Bargaining unit seniority shall be defined as total length of unbroken service to the District and shall be designated by most recent date of hire. KSP service shall be defined as the number of years, months and days served either as an office employee or as a paraprofessional. KSP seniority shall be residual and cumulative as long as service within the bargaining unit is unbroken. Layoff, leaves of absence and service to the employer outside the bargaining unit shall not constitute a break in service. See Article VIII, Section 6.

Section D – Layoff shall occur by position deletion, the least senior employee in a particular position receiving a layoff notice.

Section E – Employees receiving layoff notice shall exercise bumping rights in the following manner by seniority:

1. First, by bumping the least senior person in the same classification/range who holds a position for which the laid off employee is qualified. Full-time employees who have classification/range split assignments are not to be excluded from bumping and will be included in the classification/range wherein the employee performs the greatest amount of work. If the employee performs an equal amount of work, the highest classification/range shall be used.
2. Second, if lack of qualification precludes bumping in accordance with (1) above, bumping shall proceed against the least senior employees by successive progression through the lowest classification/range for which the employee is qualified.
3. Third, an employee who is to be laid off, or displaced as a result of bumping automatically must be considered to fill any existing vacancy for the employee's same or lower classification/range, provided the employee is qualified and completes a transfer request.

4. Fourth, if lack of qualification precludes any of the above, the employee shall be laid off and may apply for unemployment benefits pursuant to the rules of MESC.

Section F – It is the intent of the parties to layoff and recall in a manner which attempts to preserve employment for the most senior employees. In doing so, every effort will be made to place employees in previously-held positions.

Section G – Recall shall be in reverse order from order of layoff, it being the mutual intent of the parties to restore employees to the positions in which they were placed prior to the layoff and in the order in which they were placed.

Section H – Other layoffs and recalls shall be the provision outlined in this Article; except the parties recognize the existence of unique paraprofessional positions which cannot be adequately staffed if the employee is laid off. By March 1 of each year, the District shall provide the Association with a list of such unique positions and requirements which shall be preserved for position holders of those individuals possessing the required qualifications.

Section I – Any employee who has his/her assigned work schedule reduced by at least eleven (11%) percent of his/her scheduled time shall be able to exercise bumping rights to another position pursuant to Section E of this Article. If said employee desires to stay in his/her current position, he/she should indicate such choice to Human Resources in writing.

Section J – In the event that a 10 month bargaining unit member is notified of layoff to be effective after the end of the 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) **pays** will be reimbursed to the District over twenty-four (24) weeks.)

ARTICLE XII – JOB DESCRIPTIONS AND RESPONSIBILITIES

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

Section B – Job descriptions shall clearly state the general duties of the position. Employees shall perform exclusively the duties of their positions and shall not be assigned duties outside their job descriptions.

Section C – If duties are modified, the employees affected by change shall receive written notification of new responsibilities. Employee concerns about assigned duties may be

referred to the Department of Human Resources for review. If duties are significantly modified, the employee may address the issue during Mutual Concerns.

Section D – The Association shall be consulted when changes in job description necessitates adjustment in classification. Necessary pay adjustments shall be made the date of the receipt of the written notice of change.

Section E – Administration of Medication

1. For medications that need to be administered in school, there shall be a written District policy. The policy shall include administrative procedures. The District shall provide in-service training for employees who will be administering medications. The training shall be provided by the District, at its expense, and all training time shall be considered as work time.
2. Prior to any employee administering medication to students, written authorization as required by Board policy and Michigan law shall be received by the school and kept on file in the school office.
3. The parties agree that Michigan law currently provides that a school employee designated by the school administrator, who in good faith administers medication to a pupil in the presence of another adult or in an emergency that threatens the life or health of the pupil, pursuant to written permission of the pupil's parent or guardian, and in compliance with the instructions of a physician, physician's assistant, or certified nurse practitioner is not liable in a criminal action or for civil damages as a result of an act or omission in the administration of the medication, except for an act or omission amounting to gross negligence or willful and wanton misconduct. MCL 380.1178

ARTICLE XIII – WORK SCHEDULE

I. Office Employees

Section A – The standard work schedule for full-time employees shall be forty (40) hours per week. Employees shall have a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon.

Section B – Work Schedules

1. Each department and/or division in the School Administration Building and Community Education Center shall develop flextime work schedules.
2. Individual school buildings are encouraged to develop flextime schedules.
3. Flextime work schedules shall specify beginning and closing times (during which there will be office coverage), core hours (during which full

strength coverage is required), and flextime hours (during which employees may vary arrival and departure times.) Core hours in school buildings shall be those hours during which teachers are present. Lunch times shall be one-half (1/2) hour or one (1) hour in length.

4. Guidelines established by the Department of Human Resources shall be utilized to develop schedules.
5. The Department of Human Resources, in cooperation with the Association, shall monitor the development and implementation of the flextime program.
6. No person shall be required to work in a building alone when the building is open to the public.
7. If summer hours are instituted, they will commence the Monday following the departure of 10-month staff and will conclude the Friday prior to the return of 10-month staff. The institution and continuation of summer hours is within the sole discretion of the District.
8. Any bargaining unit member assigned responsibility for calling substitutes or receiving calls at home from employees, who will be absent, shall be given compensatory time for all time actually expended in performing such assigned responsibility. Any and all utilization of compensatory time must take place within thirty (30) working days of the date on which such compensatory time was earned. Any compensatory time not taken within thirty (30) working days of the date on which such compensatory time was earned shall be paid at the employee's regular or overtime rate of pay, as required by law.

Section C – Fractional time employees work the schedule assigned by their immediate administrator or department head.

Section D – Overtime

1. Overtime shall consist of time on the job beyond forty (40) hours per week.
2. Overtime work shall be paid at the rate of time and one-half for weekdays and Saturdays and shall be paid at the rate of double time for Sundays and holidays.
3. An employee may elect to request compensatory time in lieu of the receipt of overtime pay. An employee must get approval for the utilization of compensatory time from his/her immediate supervisor. Any and all utilization of compensatory time must take place within thirty (30)

working days of the date on which such compensatory additional time spent on the job.

Section E – The work year of ten (10) month employees shall be two hundred and four (204) days which includes seven (7) paid holidays starting not earlier than the starting day for ten (10) month administrators and closing not later than the closing day for ten (10) month administrators. Regardless of the start and ending dates of the work year, seven (7) holidays will be observed.

Section F – When road conditions, weather, or other acts of God make transportation extremely hazardous and difficult, twelve (12) month school employees shall:

1. Contact their immediate administrator or department head.
2. Report for work as soon as conditions clear.

Ten (10) month school office employees and paraprofessionals will not report for work on snow days but will report when those days are made up. **When, in the judgment of the Administration, an employee's absence is caused entirely by dangerous road conditions, foul weather, or other acts of God, a pay deduction shall not be made.**

When the Superintendent of Schools or his/her designee determines that students are to be released before the end of the normal school day, the employees of the School District shall be released based on the determination of the Superintendent/designee on a case-by-case basis. Those employees of the School District not assigned to a particular school building shall be released within one (1) hour after the last group of students has been released. Early dismissal of employees will be equally applied.

Section G – The 2009-2010 work-year for 12-month Office Employees will begin on July 1, 2009 and will end Friday, June 30, 2010.

Scheduled days off for 12-Month Office Employees:

	# Work Days	Holidays	Non-Work Days
July	22	Independence Day, 7/4/09	
August	21		
September	20	Labor Day, 9/7/09	Day before Labor Day, 9/4/09 (if school is closed)
October	22		
November	19	Thanksgiving & Friday, 11/26/09, 11/27/09	11/25/09 (Conference comp day, workday for those who do not work conferences)

December	20	Christmas (End of Year) 12/24/09, 12/25/09, 12/31/09	
January	20	New Years, 1/1/10	
February	19		Mid-winter Break 2/26/10 (if school is closed)
March	22	Spring Friday, 3/26/10	
April	22		
May	20	Memorial Day, 5/31/10	
June	21		
		(1 Floating Leave Day)	
Total Work Days		248 + 11 Paid Holidays (including one floating holiday) and two (2) additional paid days if school is closed on 11/25/09 and 2/6/10.	

Total Paid Days 261

Section H – The 2009-2010 work-year for 10-month Office Employees will begin on August, 20, 2009 and will end Wednesday, June 22, 2010.

Scheduled days off for 10-Month Office Employees:

	# Work Days	Holidays	Non-Work Days
August	8		8/1/09 to 8/19/09
September	20	Labor Day, 9/7/09	9/4/09
October	22		
November	19	Thanksgiving & Friday 11/26/09, 11/27/09	11/25/09 (Conference comp day, workday for those who do not work conferences)
December	14	Christmas, 12/25/09	12/21/09 to 12/31/09
January	20	New Years Day, 1/1/10	
February	19		2/26/10

March	19	Spring Friday, 3/26/10	4/1/10 to 4/2/10
April	20		
May	20	Memorial Day, 5/31/10	
June	16		6/23/10 to 6/30/10
July	0		7/1/10 to 7/31/10
Total Work Days	197 + 7 Holidays		
Total Paid Days	204		

II. Paraprofessionals

Section A – The 2009-2010 work year for paraprofessionals will begin on Thursday, September 3, 2009 and will end Wednesday, June 16, 2010.

	# Work Days	Scheduled days off for Paraprofessionals:	
		Holidays	Non-Work Days
August	0		8/1/09 to 8/31/09
September	18	Labor Day, 9/7/09	9/4/09
October	22		
November	17	Thanksgiving, 11/26/09	11/26/09, 11/25/09, 11/27/09
December	14		12/21/09 to 12/31/09
January	19		1/1/10 1/29/10
February	19		2/26/10
March	19		3/26/10 to 3/31/10
April	20		4/01/10 to 4/2/10
May	20	Memorial Day, 05/31/10	

June	12	6/17/10 to 6/30/10
July	0	7/1/10 to 7/31/10
Total Work Days	180 + 3 Holidays	
Total Paid Days	183	

Section B – Paraprofessionals shall have a duty-free lunch period of thirty (30) minutes per day, and a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon.

Section C – The annual salary for full-time paraprofessionals as specified in Appendix C-5 is based on a 7.0 hour workday. The base workday will commence twenty (20) minutes before student instruction begins and dismissal will be twenty (20) minutes following the student day. A job description shall be created for each paraprofessional position. Individual appointment notices shall specify position, range and hours.

The twenty (20) minutes for before and after school hours is offset by a reduction in the work year for the District’s paraprofessionals. Paraprofessionals will only be required to work one (1) day before the student instructional calendar begins and one (1) day following the close of the student instructional calendar.

Section D – Other than additional periods of supervision and in-service attendance, any work beyond the hours specified above shall be voluntary and approved by a supervising administrator.

1. Any work performed between 5:00 p.m. and midnight will be paid at a shift premium rate of twelve (\$.12) cents per hour above straight time.
2. Any work performed between midnight and 6:30 a.m. will be paid at a premium rate of twenty-four (\$.24) cents per hour above straight time.
3. Any work performed in addition to 33.5 hours per week up to and including forty (40) hours per week shall be paid at the straight time rate except as qualified by (1) and (2.)
4. Any work beyond forty (40) hours per week and any Saturday work shall be paid at the rate of time and a half. Sunday work shall be paid at double time.
5. Straight time hourly rate for 2006-07 shall be calculated as follows:

$$\text{Annual Salary} - 180 \text{ days} \div 7.0 \text{ hours} = \text{Straight Hourly Rate}$$

Section E – Pay for any work outside the scope of the 180 days calendar for 2009-10 shall be prorated in accordance with the formulation specified in Section D above.

Section F – To cover additional periods of student supervision before school, volunteers will be selected or employees mandated based on building needs and building proximity. When two (2) or more employees are equally suitable based on those factors, seniority will govern. For voluntary opportunities, high seniority will govern. Employees with these additional supervisory responsibilities will be required to be at their assigned building twenty-five (25) minutes before the tardy bell, and will be compensated an additional \$450.00 per year.

ARTICLE XIV – SICK LEAVE

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

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

Section C – FAMILY MEDICAL LEAVE ACT OF 1993

The employer will provide covered employees up to twelve (12) weeks of unpaid job protected leave for certain family and medical reasons. Employees who have worked for the employer for at least twelve (12) months and for 1,250 hours over the previous twelve (12) months of employment are eligible. Leaves in excess of twelve (12) weeks may be granted within the discretion of the employer. In all respects, leaves of absence under this policy shall be administered and provided for in a manner consistent with the Family and Medical Leave Act of 1993 and its published regulations.

1. Purpose of Leave

Unpaid leave maybe granted for any of the following reasons:

- a. Up to twelve (12) weeks, to care for the employee’s child after birth or placement for adoption or foster care;
- b. Up to twelve (12) weeks, to care for the employee’s spouse, son, daughter or parent who has a serious health condition; or,
- c. Up to twelve (12) weeks, 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.

2. Notice, Duration and Certification

When the need for leave is foreseeable, employees are expected to provide thirty (30) days advance notice.

When not foreseeable, employees are required to provide notice of the need for leave as soon as practicable. When leave is needed for planned medical treatment, employees must attempt to schedule treatment so as not to unduly disrupt employer operations. Failure to provide appropriate notice may result in the denial of leave.

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

When medically necessary, leave to care for a family member or for the employee's own serious health condition may be taken on an intermittent or a reduction work schedule basis. All time taken will count toward the employee's twelve (12) week annual entitlement for family and medical leave.

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

When leave is required for a serious health condition, employees will normally be given fifteen (15) calendar days to obtain the necessary medical certifications to support the leave. Employees will be required, unless the employer waives the requirement, to recertify the need for the leave at least every thirty (30) days and must report in on a periodic basis no less often 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 earned sick leave, vacation time and/or any short term/long term disability insurance.

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

In the event an employee suffers an illness or injury necessitating extended absence from work, the District may continue to provide medical insurance beyond the exhaustion of sick and family medical leave. Decision to continue such insurance premium payments shall be based on length of service, absence record and work record. The maximum length of extended payment shall be twelve (12) months beyond the exhaustion of sick leave. A committee of two (2) employees appointed by the Association and two (2) administrators appointed by the District shall review requests for such extended coverage on a case-by-case basis and make recommendations to the **Assistant Superintendent** of the Department of Human Resources. The decision of the **Assistant Superintendent** of Human Resources shall be final. The criteria used for determining extended coverage shall be consistently applied.

4. Return to Work

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

5. Eligibility Year

For purposes of determining eligibility for a leave, the employer hereby adopts a rolling twelve (12) month period whereby each time an employee takes family and medical leave, the remaining leave entitlement will be a 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 or 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.

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

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

Section F – When an employee is ill during a holiday, he/she shall not experience loss of sick leave for the holiday.

Section G – When an employee becomes ill during vacation time, the employee must notify his/her immediate administrator the morning of his/her illness if he/she wishes to have that time counted as sick leave instead of vacation. In the event that an employee is unable to contact his/her immediate administrator, a statement from a licensed physician shall be submitted as proof of illness during vacation.

Section H – Sick leave may be allowed for absences due to the illness of members of the immediate family or household, such absences to be deducted from sick leave. In the event there is no sick leave to the employee's credit, such leave will be unpaid. The immediate family is interpreted to include spouse, father, mother, sister, brother, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, and grandchildren. When two (2) individuals have lived together for a number of years, they will be covered by the above.

Section I – The District will continue to pay health and dental premiums for up to twelve (12) weeks as required by the Family Medical Leave Act or while an employee is being reimbursed for sick leave, whichever period is larger.

Section J – Sick Leave Bank – A non-probationary employee who has exhausted his/her sick leave may request additional days from a sick leave bank. Donations of unused sick leave by other bargaining unit members are voluntary. Application for days from the sick bank must be in writing and may not exceed the number of days to qualify for LTD.

ARTICLE XV – FUNERAL POLICY

Section A – A total of five (5) days of absence will be allowed for each death in the immediate family to enable the employee to make arrangements for and attend the funeral when travel, distance or other circumstances warrant. Additional days of absence may be allowed but taken from sick leave and/or personal business leave. The immediate family is interpreted to include spouse, father, mother, sister, brother, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. When two (2) individuals have lived together for a number of years, they will be covered by the above.

Section B – Two (2) days of absence per year will be allowed for the purpose of attending the funeral of a relative outside the immediate family. Additional days of absence may be allowed but taken from sick leave credit.

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

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

ARTICLE XVI – OTHER ABSENCES

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

Section B – Absences to attend meetings will be permitted to a limited extent without pay deduction, subject to approval by the immediate administrator and by the department head. (Form S-55A.)

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

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

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

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

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

1. Employees on leave who wish to return to work shall request placement in writing. He/she will be interviewed for the first vacant position for which he/she is qualified. If employment is offered, he/she will be permitted to accept or reject the position without losing his/her leave of absence status. During the time the employee is on leave, he/she will be interviewed for each position for which he/she is qualified. A one (1) year extension of the leave may be requested.
2. The leave of absence shall not entitle the employee to pay increment or sick leave accrual during the time away from employment. The employee shall retain his/her pay status and sick leave credit accumulated until the time of expiration of re-employment privilege.

3. A leave of absence may be terminated at any time by mutual agreement between the employee on leave and the Superintendent. A leave of absence is automatically terminated when the employee accepts other full-time employment.
4. A leave of absence, not to exceed four (4) months, may be granted to an employee with the approval of the immediate administrator and the Assistant Superintendent of Human Resources to pursue work-related education. Upon return from such leave, the employee shall be returned to the same position.

Section H – Personal business leave for employees shall be provided at the rate of two (2) days per year, cumulative to four (4) days, except that it will not be granted on a day preceding or following a holiday or vacation unless such request is based on an emergency. Any unused portion of the personal business leave shall accumulate to a maximum of four (4) days. Personal business leave shall be governed by the following regulations:

1. The personal business leave shall be used for the purpose of conducting business which is impossible to transact on the weekend or after working 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.
2. Employees wishing to use the personal business leave shall submit an S-55A to the immediate administrator at least five (5) days in advance of said absence except in cases of emergency. The reason for said leave shall be stated as in (1) above on S-55A without going into detail.
3. If the leave is considered an emergency, the S-55A 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, of working either with or without remuneration for themselves or for anyone else.
6. If a reply to the S-55A has not been received prior to the date of absence, the employee should contact the immediate administrator to get his/her response.

7. If an employee terminates his/her employment with the District during the contract year, personal business leave days shall be prorated in accordance with the amount of time worked during the contractual year.

Section I: Leave for Child's Academic Performance or Activity

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

ARTICLE XVII – PERSONNEL SKILLS DEVELOPMENT

Section A – The purpose of personnel skills development shall be to provide experiences and information to employees including a review of skills or office procedures, new equipment or techniques, policies or procedures of the District, or race or human relations. Personnel skills development activities shall be planned by the Personnel Skills Committee or may be planned by building and department administrators.

Section B – There shall be a Personnel Skills Development Committee consisting of no more than four (4) Association members and four (4) members of the Administration. This committee shall plan training activities and shall submit the plans to the Superintendent for final approval. Employees will be notified by the Administration if attendance is voluntary or mandatory. Employees will be compensated for required attendance or workshops beyond regular hours.

Section C – The District will reimburse work-related classes outside the Kalamazoo Public Schools. Such classes shall be limited to three (3) classes per year for work-related classes in an amount not to exceed \$137.50 per class. Such reimbursement must be approved by the employees' administrator. If Section 97 funds are available, the employees may also request that such funds be used for office employees and paraprofessionals.

Section D – Workshops, Conferences or Meetings: Employees may request attendance at workshops, conferences, or meetings which are Association business. Such requests will be on appropriate form (S-55) with appropriate Association authorization attached (see Appendix B.) The District will fund fifteen (15) days of such attendance and the Association may authorize up to twenty-five (25) days in addition – cost of employee release to be paid by the Association. If a substitute is not used to cover the employee's absence, it will not be counted against either of these authorization limits. The District reserves the right to cancel this arrangement at any time beyond expiration of this Agreement.

Section E – During the life of this Agreement, the negotiating teams shall be empowered to revise this Article. Such revision shall become effective upon mutual agreement between the negotiating teams.

Section F – If any other bargaining unit (excluding the UAW) is offered the opportunity to purchase new computers and printers through the District via payroll deduction, such offer shall also be applicable to KSP members.

ARTICLE XVIII – GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

Section G – Power of the Arbitrator

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

1. He/She shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. He/She shall have no power to rule on any claims or complaints for which there is another remedial procedure or forum established by law or by regulations having the force of law.
3. He/She shall have no power to rule on the dismissal of a probationary employee.
4. He/She shall have no power to rule on the placement and/or transfer of an employee wherein the District made the determination based on recommendation from the interview team.

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

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

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

ARTICLE XIX – VACATION POLICY

Section A – Twelve (12) month employees will be entitled to vacation allowance as stated below:

1. All vacations will be granted at the convenience of the District with the approval of the immediate administrator or department head and the Superintendent.
2. Vacation shall be credited by the month as determined by amount of annual vacation allowance.

Vacation Credit Per Year

Monthly Vacation Allowance

10 days/year

One per month for first ten months of fiscal year [or one per month to the close of the fiscal year (if hired September 1 or later).]

15 days/year

1.5 per month for first ten months of fiscal year.

20 days/year

Two per month for first ten months of fiscal year.

VACATION EXAMPLE

1. Employee has 10 days annually and worked. Maximum accumulation is 15 days.

Vacation Credit

July	10 days + 1	=	11 days
August			12 days
September			13 days
October			14 days
November	(Takes 2 days) 15 days - 2	=	13 days
December			14 days
January			15 days
February			16 days
March	(Takes 5 days) 15 days - 5	=	10 days
April			11 days

2. Employee has 20 days annually and changed from 10 to 12 months. Maximum accumulation is 30 days.

Vacation Credit

July			2 days
August			4 days
September			6 days
October			8 days
November			10 days
December	(Takes 5 days) 12 days - 5	=	7 days
January			9 days
February			11 days
March			13 days
April			15 days

3. Employees in good standing, upon proper termination of employment or transferring to a ten (10) month job, shall receive the vacation pay that has accumulated up to that time.
4. Holidays occurring during regular vacation shall not be deductible from vacation allowance.
5. Vacation may not be taken during the first thirty (30) days of the probationary period.
6. The number of vacation days which may be accumulated for Kalamazoo Public Schools' employees is one and one-half (1 ½) times the allowance for the fiscal year.

Section B – Vacation allowance for service to the Board shall be earned from the date of initial employment. The employee shall work a minimum of ten (10) working days to receive allowance for the first month of service. A ten (10) month employee who transfers to a twelve (12) month position shall begin to earn vacation allowance from the date of transfer. A complete year of ten (10) month service shall be equal to a year of twelve (12) month service in computing total years of service.

The following schedule shall be utilized in determining vacation allowance:

1. First year employees: one (1) day per month up to ten (10) days per year.
2. Thereafter, and through the fifth (5th) full fiscal year, ten (10) days per year.
3. After the fifth (5th) full fiscal year and through the twelfth (12th) fiscal year, fifteen (15) days per year.
4. After the twelfth (12th) fiscal year, twenty (20) days per year.

Section C – Regular twelve (12) month employees working less than a full week shall receive vacation allowance prorated by the fraction of the week they are employed, and computed as described in Section B.

Section D – During the life of this Agreement, the negotiating teams shall be empowered to revise the manner in which the vacation policy is applied except that the parties shall not diminish vacation benefits. Such revision shall become effective upon mutual agreement by the negotiating teams.

ARTICLE XX – COMPENSATION

Section A – The pay of employees covered by this Agreement is set forth in the Employees' Pay Schedule (see Appendix C, 1-5).

Section B – The following days shall be paid holidays for 2009-2010:

Twelve-Month Office Employees

Independence Day
Friday before Labor Day, provided District is closed
Labor Day
Thanksgiving
Friday following Thanksgiving
End-of-Year Holidays- Appendix D
Mid-winter Break, provided District is closed
Spring Friday
Memorial Day
One (1) Floating **Holiday**

If any of the foregoing holidays fall on Saturday, Sunday or regular day off, equivalent time off shall be provided. Employees required to work any of the aforementioned days will be given an alternate day.

During any Leap Year, employees shall receive one (1) day compensatory time or an additional day of his/her scheduled rate.

See Appendix D – KPS End-of-Year Holiday Schedule

Ten-Month Office Employees

Labor Day
Thanksgiving
Friday following Thanksgiving
Christmas Day
New Year's Day
Spring Friday
Memorial Day

Paraprofessionals

Labor Day
Thanksgiving
Memorial Day

Fractional Employees

Fractional employees shall receive pro-rated holidays based on their assignment.

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

Section D – An employee required to use his/her automobile for official District business shall be reimbursed at the rate established by the Board and consistent with other employee groups. Such use shall be approved in advance by the immediate administrator. No office employee shall be required to transport students.

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

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

Section G – Longevity pay shall be made to eligible employees in their regular paycheck on the second pay in November. Continuous service from six (6) to twenty-eight (28) years shall constitute the eligibility period. The schedule is as follows:

Office Employees

6 years	\$125	18 years	\$365
7 years	145	19 years	385
8 years	165	20 years	405
9 years	185	21 years	425
10 years	205	22 years	445
11 years	225	23 years	465
12 years	245	24 years	485
13 years	265	25 years	505
14 years	285	26 years	525
15 years	305	27 years	545
16 years	325	28 years	565
17 years	345		

Paraprofessionals

6 years	\$ 95	18 years	\$275
7 years	110	19 years	290
8 years	125	20 years	305
9 years	140	21 years	320
10 years	155	22 years	335
11 years	170	23 years	350
12 years	185	24 years	365
13 years	200	25 years	380
14 years	215	26 years	395
15 years	230	27 years	410
16 years	245	28 years	425
17 years	260		

Employees eligible for longevity pay who terminate after June 30, but before the tenth (10th) day of December, shall receive longevity pay at the time of termination according to schedule. [A complete year of ten (10) month service shall be equal to a year of twelve (12) month service in computing total years of service.]

Those employees who have worked the immediately previous six (6) or more years without interruption shall be counted continuously employed. The immediately previous six (6) or more years shall have been completed prior to July 1 for 12-month employees and prior to October 17, 1987, for 10-month employees. For those 12-month employees whose date of hire is between July 1 and the starting date for 10-month employees, a determination under this Section shall be computed as though those employees were hired as of July of that year.

An employee granted a leave of absence shall be considered continuously employed except the time spent on leave shall not count as service credit.

The following rules shall be utilized to compute the longevity pay:

1. Longevity shall be computed from initial date of employment by counting years and months of service consistent with the past practice of the parties. For a partial year of service longevity pay will be prorated.
2. Ten (10) month and twelve (12) month employees shall receive an equal amount of longevity pay according to years of service.
3. Fractional time employees shall receive pay prorated by the percentage of time worked.
4. Employees who have both fractional and full-time service credit shall receive pay for the years most favorable to the employee.

5. An employee returning from a leave of absence shall be required to serve a minimum of one (1) year continuous service before being eligible for longevity pay.

Section H – Employees who have served the District for twenty (20) years or more shall receive an additional two (2%) percent on their salary schedule in addition to the rate of pay indicated by the applicable salary schedule. Payment shall begin on the date of the 20th anniversary of employment.

Section I – Insurance

1. Office Employees: The District shall provide without cost to ten (10) month and twelve (12) month, full-time employees a MESSA PAK. Permanent, fractional-time employees shall receive a pro-rated amount. The MESSA PAK will include the following:

PLAN A

MESSA Choices II
 Prescription Coverage - \$10.00/20.00 co-pay per prescription
 Vision (VSP 2 - Silver)
 Delta Dental
 Class I, II, III + max. - 80/80/80: \$2,000
 Class IV + max. - 80: \$1,500 limit
 Coordinated
 Life Insurance (\$10,000)
 Long-Term Disability (LTD)
 90 Calendar Day Elimination Period
 50% of salary monthly

PLAN B

Vision (VSP 2 - Silver)
 Delta Dental
 Class I, II, III + max. - 80/80/80: \$2,000
 Class IV + max. - 80: \$1,500 limit
 Coordinated
 Life Insurance (\$15,000)
 Long-Term Disability (LTD)
 90 Calendar Day Elimination Period
 50% of salary monthly

2. PARAPROFESSIONALS: For paraprofessionals, the District will pay one hundred (100%) percent of the cost of the MESSA PAK Plan A as stated above.

3. April 7, 1975: Office employees employed on or before April 7, 1975, who elect not to take the MESSA PAK may maintain the same level of benefits, including options, paid on their behalf by the District in the 1988-89 school year; provided, however, that the health insurance component of any such benefit package shall be MESSA. An employee employed on or before April 7, 1975, who subsequently elects to change his/her level of benefits to that of the other office employees shall lose his/her right to return to the level of benefits, including options, paid for by the District in the 1988-89 school year.

Any bargaining unit member electing PLAN B shall receive a \$400/month paid by the Board in their regular paycheck in addition to the other benefits of the Plan provided the employee does not have a spouse concurrently receiving full medical benefits provided by the District. If an employee has a spouse who concurrently is receiving full medical benefits provided by the District, the employee must elect PLAN B and shall receive \$100/month in their regular paycheck. In the event that fewer than two members switch to Plan B during the term of this contract, the parties agree to revert back to the 2008-09 contract language.

An IRS approved Section 125 Plan is available for KSP bargaining unit members to use for Dependent Care and Medical reimbursement.

Part-time bargaining unit members may “buy up” to Plan A. To “buy up,” the part-time employee must execute a payroll deduction for the employee’s pro-rata contribution for the cost of Plan A. For employees who work the full school year, the above PAK plans are for a full twelve (12) month period for the bargaining unit members and his/her eligible dependents as defined by the insurance provider.

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

Section J – The District shall pay to the employee or his/her beneficiary at the time of retirement or death, a sum equal to two (2) days pay at current rate for each year of service.

The employee shall have served the District five (5) years to be eligible for this benefit. Fractional-time employees shall receive a prorated proportion of this benefit.

Section K – The District will reimburse each employee equal to the cost charged by the Kalamazoo County Health Department for the required Tuberculin test. Payment will be in September; but for new employees hired after September, payment will be made upon submission of evidence. Employees will be required to submit evidence of payment.

Section L – Initial placement of a new employee shall be made by the Department of Human Resources.

Section M – A one (1) step advancement within the assigned classification shall occur at the beginning of each fiscal year for each employee until the highest step is reached provided, however:

1. There has been no unsatisfactory evaluation by the immediate administrator during the current fiscal year.
2. An employee must have worked one-half (1/2) of a work year within the system to qualify for such a raise.
3. Each employee currently employed shall retain the number of years prior experience granted by the District at the time of hire.

Section N – Pay increases for part-time employees shall occur in proportion to hours worked. For example: A three-quarter time employee advances one (1) step annually and receives three-fourths of the next scheduled pay, providing work is evaluated as satisfactory.

Section O – Any ten (10) month bargaining unit member employed by the District during the summer period shall be paid at the hourly rate for summer work. Each year, the previous year’s summer rate shall be increased by the same percentage increase applied to the salary schedules in Appendix C of this Agreement.

\$10.00/hr – Secretaries and Library Assistants
\$8.00/hr – Paraprofessionals

Section P – It is agreed that KSP members have the right to participate on School Improvement Teams. Service on such teams is voluntary. Such representation shall be with full release time with no loss of pay for meetings scheduled during regular work hours.

Section Q - Any employee retiring with sixteen (16) years or more of service with Kalamazoo Public Schools shall be entitled to a payment of \$1,800 on or before June 30th of the year of his or her retirement, provided said employee has given written notice of his or her retirement to the District on or before March 1st of that year.

ARTICLE XXI – DURATION OF AGREEMENT

This Agreement is the complete Agreement between the parties and replaces in every respect any other Agreement between the parties. The Agreement shall become effective on July 1, 2009, and will remain in effect through June 30, 2010, and will be automatically renewed for successive periods of one (1) year unless either party notifies the other in writing at least sixty (60), but not more than ninety (90) days, prior to its expiration, or anniversary thereof, of its desire to amend or terminate this Agreement.

MICHIGAN EDUCATION ASSOCIATION,
KALAMAZOO SUPPORT PROFESSIONALS

KALAMAZOO PUBLIC SCHOOLS

Joe Ryan, UniServ Director and
Chief Spokesperson

Nancy Mullett, Attorney and
Chief Spokesperson

Vicki Devould-Cohn, KSP Co-President

Mary Weber, Human Resources

Eursla Moore-Doyle, KSP Co-President

OTHER AGREEMENTS

1. Shorthand will no longer be a job requirement for any KSP member.
2. Job descriptions will be updated through a Mutual Concerns Committee.

LETTER OF AGREEMENT #1
Between the
KALAMAZOO SUPPORT PROFESSIONALS ASSOCIATION
and the
KALAMAZOO PUBLIC SCHOOLS

RE: SUBSTITUTES

NOW COMES the Kalamazoo Support **Professionals** Association and the Kalamazoo Public School District and said parties hereby agree to the following:

1. Both of the above-named parties recognize that from time to time there may be a need to secure substitutes when members of the bargaining unit are absent.
2. Often, it is in the best interest of the District, the Association, and students to secure substitutes when bargaining unit members are absent.
3. Therefore, the Kalamazoo Public School District shall make every effort to secure a sufficient pool of qualified substitutes for both office employees and paraprofessional positions, in the event of their absence.

KALAMAZOO SUPPORT
PROFESSIONALS ASSOCIATION

KALAMAZOO PUBLIC SCHOOLS

LETTER OF AGREEMENT #2
Between the
KALAMAZOO SUPPORT PROFESSIONALS ASSOCIATION
and the
KALAMAZOO PUBLIC SCHOOLS

RE: SUBCONTRACTING

NOW COMES the Kalamazoo Support **Professionals** Association and the Kalamazoo Public School District and said parties hereby agree to the following:

If PA 112 of the Public Acts of 1994 is amended in such a manner wherein the subcontracting of non-instructional support work once again becomes a mandatory subject of bargaining, that Article V, Section C, as stated below shall once again immediately, without negotiation, become a part of the Master Agreement between the parties:

Article V, Section C: IT HAS BEEN SPECIFICALLY AGREED BY THE PARTIES THAT THE SCHOOL DISTRICT HAS THE RIGHT TO USE VOLUNTEERS, NON-SCHOOL EMPLOYEES, OUTSIDE AGENCIES OR MAY IN ANY OTHER MANNER SUBCONTRACT PARAPROFESSIONAL WORK, EXCEPT PARAPROFESSIONALS EMPLOYED AS OF NOVEMBER 1, 1982, SHALL NOT BE REPLACED BY SUCH SUBCONTRACTING.

KALAMAZOO SUPPORT
PROFESSIONALS ASSOCIATION

KALAMAZOO PUBLIC SCHOOLS

APPENDIX A

KALAMAZOO SUPPORT PROFESSIONALS ASSOCIATION
REQUEST FOR RELEASED TIME FOR ASSOCIATION BUSINESS

NAME _____ DATE _____

SCHOOL _____

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

Substitute Needed YES _____ NO _____

Signed _____

Approved _____
KSP President

APPENDIX B

KALAMAZOO PUBLIC SCHOOLS
KALAMAZOO SUPPORT PROFESSIONALS ASSOCIATION
GRIEVANCE REPORT

Grievance # Building	Date Filed	Name of Grievant Assignment
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STEP I

A. Date Cause of Grievance Occurred _____

B. Date of Informal Conference _____

C. Statement of Grievance

D. Specific Section(s) of Contract Alleged to Have Been Violated

E. Relief Sought

Signature of Grievant(s) _____ Date _____

E. Disposition of Immediate Administrator

Signature of Immediate Administrator _____ Date _____

F. Position of Grievant(s)

Signature _____ Date _____

G. Position of Association

Signature _____ Date _____

STEP II

- A. Date Received Assistant Superintendent for Human Resources _____
- B. Disposition of Contract Assistant Superintendent for Human Resources _____

Signature of Assistant Superintendent for Human Resources _____ Date _____

- C. Position of Grievant(s) _____

Signature of Grievant _____
Date _____

- D. Position of Association _____

Signature _____ Date _____

STEP III

- A. Date Received by Superintendent _____
- B. Disposition by the Board Personnel Committee _____

Signature of Superintendent or Designee _____ Date _____

- C. Position of Grievant(s) _____

Signature _____ Date _____

- D. Position of Association _____

Signature _____ Date _____

STEP IV

- A. Date Submitted to Arbitration _____
- B. Party Submitting Dispute to Arbitration _____
- C. Date of Arbitration _____
- D. Disposition and Award of Arbitrator _____

Signature of Arbitrator _____ Date _____

Follow-up Actions:

APPENDIX C – SALARY SCHEDULES

If following the September 2009 student count, the blended enrollment figure is 11,975 or more, then an additional off-schedule payment will be calculated retroactive to the start of the school year based on the blended enrollment and each employee’s base pay according to the following table:

	Blended Enrollment	Enrollment Bonus
1	11,975 to 12,149	0.25%
2	12,150 to 12,324	0.50%
3	12,325 or more	0.75%

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

APPENDIX C 1-5

**OFFICE EMPLOYEE SALARY SCHEDULES
2009-2010**

C-1 12-MONTH

	A	B	C	D	E	F	G
12	25,379	26,425	27,470	28,515	29,560	30,606	31,653
11	24,552	25,562	26,578	27,588	28,604	29,613	30,626
10	23,729	24,706	25,681	26,662	27,639	28,619	29,599
9	22,909	23,847	24,792	25,737	26,684	27,622	28,569
8	22,001	22,911	23,816	24,724	25,627	26,536	27,441
7	21,088	21,956	22,826	23,695	24,568	25,435	26,303

C-2 10-MONTH – 85.72% (13 yrs. and beyond)

	A	B	C	D	E	F	G
12	21,755	22,653	23,547	24,444	25,341	26,234	27,131
11	21,048	21,912	22,783	23,650	24,519	25,384	26,251
10	20,339	21,178	22,015	22,854	23,692	24,532	25,372
9	19,639	20,441	21,251	22,062	22,870	23,677	24,489
8	18,858	19,640	20,415	21,195	21,967	22,748	23,522
7	18,077	18,821	19,567	20,311	21,060	21,803	22,546

C-3 10-MONTH – 83.91% (6-12 yrs.)

	A	B	C	D	E	F	G
12	21,297	22,173	23,050	23,927	24,804	25,681	26,560
11	20,601	21,450	22,301	23,150	24,000	24,847	25,697
10	19,910	20,730	21,549	22,373	23,192	24,014	24,836
9	19,222	20,010	20,803	21,597	22,388	23,179	23,973
8	18,459	19,225	19,985	20,746	21,505	22,266	23,026
7	17,695	18,423	19,153	19,884	20,615	21,342	22,070

C- 4 10-MONTH – 82.11% (0-5 yrs.)

	A	B	C	D	E	F	G
12	20,838	21,698	22,556	23,414	24,273	25,131	25,990
11	20,161	20,988	21,822	22,654	23,486	24,314	25,146
10	19,483	20,286	21,088	21,893	22,695	23,498	24,305
9	18,811	19,581	20,355	21,131	21,908	22,681	23,459
8	18,065	18,813	19,556	20,301	21,044	21,790	22,533
7	17,314	18,028	18,743	19,456	20,172	20,885	21,599

C-5 PARAPROFESSIONAL SALARY SCHEDULE 2009-10

	A	B	C	D	E	F	G	H
7	13,163	13,844	14,528	15,214	15,896	16,582	17,267	17,947
6	12,481	13,163	13,844	14,528	15,214	15,896	16,582	17,267
5	12,309	12,993	13,674	14,358	15,042	15,713	16,410	17,092
4	12,138	12,822	13,502	14,192	14,870	15,557	16,239	16,921
3	11,795	12,481	13,163	13,844	14,528	15,213	15,896	16,582

APPENDIX D

KALAMAZOO PUBLIC SCHOOLS
Human Resources Department

12-Month School Employees

End of the Year Holiday Schedule

When Christmas & New Year Fall on	KPS Observes Holidays on (holidays and weekends "X")							No. of Holidays X-mas & New Year
	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	
Sunday	X					X	X	2
Monday	X	X				X	X	4
Tuesday	X	X	X				X	4
Wednesday	X	X	X	X			X	6
Thursday	X			X	X	X	X	6
Friday	X				X	X	X	4
Saturday	X					X	X	2
	TOTAL			28				
	AVERAGE			4				

APPENDIX E

LEVELS OF CLASSIFICATION
OFFICE EMPLOYEES

<u>RANGE</u>	<u>KPS</u> <u>TITLE</u>
12	Secretary to Assistant Superintendent
11	Administrative Account Clerk Administrative Secretary School Records Clerk School Secretary III Payroll Clerk A Administrative Secretary/End User
10	Library Assistant II Lead Receptionist/Secretary Account Clerk A Computer Operator Payroll Data Clerk Purchasing Clerk/Account Clerk A Secretary School Secretary II
9	School Secretary I Secretary Purchasing Clerk Distribution Clerk
8	Account Clerk B Assistant School Secretary Secretary School Library Assistant II School Library Assistant II (Elementary & Middle School) School Library Assistant/AV Clerk Purchasing/Stockroom Clerk
7	Library Assistant I Typist/Receptionist Book Mender-Processor
6	Typist Clerk
5	
4	
3	
2	
1	

APPENDIX F

LEVELS OF CLASSIFICATION
PARAPROFESSIONAL EMPLOYEES

<u>TITLE</u>	<u>GRADE</u>
Hearing Impaired Interpreter	7
Licensed Practical Nurse	6
Instructional + 60 semester hours or AA Degree	5
Instructional + 30 semester hours	
Instructional	
Special Education/Bilingual/Lead Day Care	4
Classroom, Day Care (CEYF)	3
Day Care (High School)	2
Locker Room, Hall Monitor, Gate Guard	1

APPENDIX G

KALAMAZOO PUBLIC SCHOOLS
REQUEST FOR REVIEW OF CLASSIFICATION/STEP PLACEMENT

Section I. Employee's Request

Name _____ Date of Report _____
Position _____ Building _____
Request _____

Rationale for this Request (attach supportive information, if any)

What changes in your duties have occurred?

At who's request were these changes made? _____
How will these changes benefit the District? _____

When did these changes take place?

Section II. Immediate Administrator

Name _____ Date of Report _____
Position _____

Disposition: I recommend that the reclassification
 be approved be denied

Comments

Date Submitted to Leadership Team _____ (Decision to be rendered within
thirty days.)

Section III. Leadership Team Decision

Request approved as of _____ Request denied as of _____
Pay change date (if applicable) _____ Decision conveyed _____