

AGREEMENT

between

THE SCHOOL DISTRICT OF THE CITY
OF KALAMAZOO

and

THE KALAMAZOO COUNTY
EDUCATION ASSOCIATION
KALAMAZOO SUPPORT PERSONNEL
(MEA-KSP)

2018-2019

One Year Contract Expiring 6/30/2019

TABLE OF CONTENTS

TABLE OF CONTENTS..... ii

ARTICLE I – RECOGNITION 1

ARTICLE II – DEFINITIONS 2

ARTICLE III – ASSOCIATION AND EMPLOYEE RIGHTS..... 2

ARTICLE IV – DISTRICT RIGHTS 3

ARTICLE V – CONCERTED ACTION PROHIBITION 4

ARTICLE VI – FAIR EMPLOYMENT PRACTICES 4

ARTICLE VIII – ASSIGNMENT AND TRANSFER..... 6

ARTICLE IX – SUPERVISION 9

ARTICLE X – LAYOFF AND RECALL 9

ARTICLE XI – JOB DESCRIPTIONS AND RESPONSIBILITIES 12

ARTICLE XII – WORK SCHEDULE 12

ARTICLE XIII – SICK LEAVE..... 20

ARTICLE XIV – FUNERAL POLICY 23

ARTICLE XV – OTHER ABSENCES 24

ARTICLE XVI – PERSONNEL SKILLS DEVELOPMENT 26

ARTICLE XVII – GRIEVANCE PROCEDURE 27

ARTICLE XVIII – VACATION POLICY..... 28

ARTICLE XIX – COMPENSATION 30

ARTICLE XX – DURATION OF AGREEMENT 36

OTHER AGREEMENTS 37

LETTER OF AGREEMENT #1 38

LETTER OF AGREEMENT #2..... 39

APPENDIX A..... 41

APPENDIX B-GRIEVANCE REPORT 42

APPENDIX C – SALARY SCHEDULES 45

APPENDIX D..... 48

APPENDIX E 49

APPENDIX G..... 50

APPENDIX H..... 51

APPENDIX I 52

AGREEMENT

between

KALAMAZOO PUBLIC SCHOOLS

and

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

2018 - 2019

This Agreement entered into this 1st day of July 2018, 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 an electronic copy of this Agreement to each

KPS-KSP Master Agreement 2018-2019

employee and twenty-five (25) copies to the Association within forty-five (45) days of ratification and signing of Agreement. The Agreement will be placed and available at all times on the District's website, unless the website is down. The District shall also provide the Association with fifty (50) hard copies of the 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, Vice President, 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 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 the District representatives and the

KPS-KSP Master Agreement 2018-2019

Association's Mutual Concerns Committee. Once a calendar has been tentatively agreed to between the District and the Kalamazoo Education Association (KEA), a draft copy will be provided to the KSP president, and the KSP will then respond within two (2) weeks of having received said draft with tentative luncheon meeting dates for the unit.

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 KCEA 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. A mailbox for the KSP President shall be provided at the Administration building.

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 IV – DISTRICT RIGHTS

Section A – The District on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself, without limitations, all powers, right, authority, duties and responsibilities conferred upon

KPS-KSP Master Agreement 2018-2019

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 V – 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 VI – 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 VII – 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. All newly hired probationary employees' names and dates of hire, address and phone numbers will be provided to the KSP Membership Chair and the KSP President within seven (7) days. 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.
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. Employees may upon request have union representation during disciplinary investigations, and the first available union representative who has been designated by KSP, will be allowed to attend any disciplinary-related meeting.
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.

KPS-KSP Master Agreement 2018-2019

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, 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 or her 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 employee’s supervisor; a copy will be given to the employee and placed in the employee’s 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:

KPS-KSP Master Agreement 2018-2019

- 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 and 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 the 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. 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 – On or before August 1 of each year, 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 G – The Association shall be notified within seven (7) business days of any new hires, transfers, leaves of absence and terminations.

Section H – 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 or the evaluation, he/she may submit a written response which shall be attached to the file copy of the document in question.

ARTICLE VIII – ASSIGNMENT AND TRANSFER

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

KPS-KSP Master Agreement 2018-2019

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 fourteen (14) days after publication of posting. Applications may be submitted electronically.
 - b. All Applications will be done via Applitrack (or successor software application the District may adopt). After the posting is closed the District will send an email to the Association President identifying the bargaining unit candidates. The employee shall submit a duplicate form with the employee sending one copy to the Human Resources Department and one copy to the KSP president. 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. No external applicant shall be awarded a vacancy when an internal qualified candidate exists. Award of the vacancy depends on the interview team's recommendation.
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. The District will provide the Association with a list of new temporary placements on or before the monthly mutual concerns meetings.
 - 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.

KPS-KSP Master Agreement 2018-2019

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. External candidates will not be interviewed on the same day as internal candidates. If the interview team is composed of three (3) individuals, at least one (1) of the team members shall be a non-administration employee. If the interview team is composed of five (5) individuals, at least two (2) of the team shall be non-administration, one of which is a KSP bargaining unit employee selected by the Association. 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 KSP president will be informed of who the interview team is 24 hours in advance. 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 through testing that is directly related to the qualifications and criteria of the 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. Basic keyboarding/PC literacy testing will be required of non-clerical or external candidates. Instructional paraprofessionals will be required to be highly qualified. 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.

KPS-KSP Master Agreement 2018-2019

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 possible and every effort will be made to provide written notification within three (3) work days once 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 IX – SUPERVISION

Although it is recognized that certain classifications of employment entail certain supervisory responsibilities, it is understood by the parties and mutually agreed that no bargaining unit 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 X – 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.

KPS-KSP Master Agreement 2018-2019

Section B – The District shall maintain an updated seniority list on the District Intranet which lists employees by bargaining unit seniority and by KSP seniority. The list shall be updated no later than December 1 and a second time on or before March 1 of each school year.

Section C – Bargaining unit seniority shall be defined as the total length of unbroken service to the District and shall be designated by the 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 – When one or more bargaining unit employee(s) is/are displaced (without a position, but not without employment in the District) the normal process for filling vacancies in Article VIII shall be suspended until all vacancies are filled according to the following process:

1. Displaced employees shall receive a notice from the district clarifying that they will be allowed to fill a position if a vacancy exists and that they must apply for existing vacancy online. If practicable a list of available vacancies shall be included with the notice.
2. A displaced bargaining unit employee shall apply for any vacancy in a manner consistent with Article VIII Section F.
3. If after all displaced employees have been considered for the vacancy they applied for and more than a single bargaining unit employee is still displaced and more than one vacancy exists, the District and the Association President or designee shall conduct a bid meeting no later than the second to the last work day of the impacted classification.
 - a. Employees shall receive an invitation to the meeting informing them of their responsibility to attend at least one week prior to the meeting date.
 - b. A list of available vacancies shall be included with the notice.
 - c. At the meeting employees will be called to select from vacant positions for which they are qualified in seniority order. This selection shall be final.
 - d. If an employee has an emergency that precludes their attendance they may designate a bargaining unit employee as a proxy to select a vacancy. The proxy's selection shall be final and binding on the employee.
 - e. Employees absent from the meeting without a proxy shall be placed in a vacant position at the end of the process.
4. Once all vacancies are filled layoff procedure as outlined in Sections E and F below shall occur.

Section E – Layoff shall occur when all vacant positions have been filled and there are more members than positions. When this situation occurs, the least senior employee in a particular position will receive a layoff notice.

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

KPS-KSP Master Agreement 2018-2019

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 an online application.
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 The Unemployment Insurance Agency.

Section G – 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 H – 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 I – 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 J – 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 K – 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) weeks will be reimbursed to the District over twenty-four (24) weeks.)

ARTICLE XI – 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 XII – 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.

KPS-KSP Master Agreement 2018-2019

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. Every reasonable effort will be made to provide a safe work environment.
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 worked per week. All overtime must be approved in advance by the employee's supervisor.
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 the same as 10-month administrators, which includes seven (7) paid holidays.

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.

KPS-KSP Master Agreement 2018-2019

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 –

12-Month Office Employees Work Schedule for 2018-19

	<u>Work Days</u>	<u>Holidays</u>	<u>Non-Work Days</u>
July	21	Independence Day (07/04/18)	
August	23		
September	19 (09/03/18)	Labor Day	
October	23		
November	20	Thanksgiving & Friday (11/22/18 & 11/23/18)	
December	18	End of Year holiday schedule (12/24/18, 12/25/18, 12/31/18)	
January	22	End of Year holiday schedule (01/01/19)	
February	19	Mid-Winter Break (Spring Friday) (02/22/19)	

KPS-KSP Master Agreement 2018-2019

March	21	
April	22	
May	22	Memorial Day (05/27/19))
June	<u>20</u>	
Total Work Days	250 days +	10 Holidays

TOTAL PAID DAYS **260** (includes 1 floating day)

Section H –

10-Month Office Employees Work Schedule for 2018-19

	<u>Work Days</u>	<u>Holidays</u>	<u>Non-Work Days</u>
August	10		
September	19 (09/03/18)	Labor Day	
October	23		
November	20	Thanksgiving & Friday (11/22/18 & 11/23/18)	11/21/18 (Conference comp, all 10-month building office employees who do work conferences)
December	15	Christmas Day (12/25/18)	Winter Recess (12/24/18 – 01/04/19)
January	19	New Year's (01/01/19)	
February	19	Mid-Winter Break (Spring Friday) (2/22/19)	
March	20		
April	17		Spring Recess

KPS-KSP Master Agreement 2018-2019

(04/01/19 – 04/05/19)

May	22	Memorial Day (05/27/19)
June	<u>14</u>	
Total Work Days	198 days	+ 7 Holidays

TOTAL PAID DAYS 205

1st day of work – 8/20/18 (Monday)

Last day of work – 06/20/19 (Thursday)

Section I.

**Summer Slide 10-Month Office Employees
Work Schedule for 2018-19**

	<u>Work Days</u>	<u>Holidays</u>	<u>Non-Work Days</u>
July	12		
August	21		08/30/18 & 08/31/18
September	19 (09/03/18)	Labor Day	
October	14		10/16/18 – 10/26/18
November	17	Thanksgiving & Friday (11/22/18 & 11/23/18)	11/19/18 – 11/23/18
December	15	Christmas Day (12/25/18)	Winter Recess (12/24/18 – 01/04/19)
January	19	New Year's (01/01/19)	
February	14	Mid-Winter Break	02/15/18 – 02/22/18

KPS-KSP Master Agreement 2018-2019

		(Spring Friday) (2/23/18)	
March	16		03/25/19 – 03/29/19
April	17		Spring Recess (04/01/19 – 04/05/19)
May	20	Memorial Day (05/27/19)	05/23/19 – 05/27/19
June	<u>13</u>		
Total Work Days	197 days	+ 7 Holidays	

TOTAL PAID DAYS **204**

1st day of work – 07/16/18 (Monday)
 Last day of work – 06/19/18 (Wednesday)
 Note: Last day for administrators

II. Paraprofessionals

Section A –

Paraprofessional Work Schedule for 2018-19

	<u>Work Days</u>	<u>Holidays</u>	<u>Non-Work Days</u>
August	1		08/31/18
September	19	Labor Day (09/03/17)	
October	23		10/26/18 (no students, elementary only, Grades Prek-5)
November	19	Thanksgiving (11/22/18)	11/02/18 (no students, Grades 6-12) 11/21/17 (no students all grades) 11/23/17 (no students all grades) 11/30/18 (no students, Grades 6-12)
December	15		Winter Recess (12/24/18 – 01/04/19)
January	19		
February	19		Mid-Winter Break (02/22/19)

KPS-KSP Master Agreement 2018-2019

March	21		03/08/19 (no students, elementary only, Grades PreK-5)
April	17		Spring Break (04/01/19 – 04/05/19)
May	22	Memorial Day (05/27/19)	
June	<u>10</u>		
Total Work Days	185 days (-2 non work day)	+	3 Holidays
TOTAL PAID DAYS	<u>186</u>		

*Two non-work days

Elementary Paraprofessionals non- work days (10/26/18 & 03/08/19)

Secondary Paraprofessionals non – work day (11/02/18 & 11/30/18)

1st day of work: 08/30/18 (Thursday)

Last day of work: 06/14/19 (Friday)

Section B -

Summer Slide Paraprofessional Work Schedule for 2018-19

	<u>Work Days</u>	<u>Holidays</u>	<u>Non-Work Days</u>
July	9		
August	18		08/27/18 – 08/31/18
September	18	Labor Day (09/03/18)	09/21/18
October	13		10/15/18 – 10/26/18
November	17	Thanksgiving (11/22/18)	11/19/18 -11/23/18
December	15		Winter Recess (12/24/18 – 1/04/19)
January	19		
February	13		02/14/19 – 02/22/19

KPS-KSP Master Agreement 2018-2019

March	15		03/01/19 03/25/19 - 03/29/19
April	17		Spring Break (04/01/19 – 04/05/19)
May	19	Memorial Day (05/27/19)	05/22/19 – 05/24/19
June	<u>10</u>		
Total Work Days	183 days	+ 3 Holidays	
TOTAL PAID DAYS	<u>186</u>		

1st day of work: 07/19/18 (Thursday)
Last day of work: 06/14/19 (Friday)

Section C – 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 D – 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 E – 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 twenty-two (\$0.22) 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 thirty-four (\$0.34) cents per hour above straight time.
3. Any work performed in addition to 35 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.)

KPS-KSP Master Agreement 2018-2019

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 a school year shall be calculated as follows: $\text{annual Salary} \div \text{number of paid days} \div 7.0 \text{ hours (or typical hours if different)} = \text{Straight Hourly Rate}$

Section F – Pay for any work outside the scope of the 186 days calendar for the 2018-2019 school year shall be prorated in accordance with the formulation specified in Section D above.

Section G – 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.

ARTICLE XIII – 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 have unlimited accumulation.

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.

KPS-KSP Master Agreement 2018-2019

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

KPS-KSP Master Agreement 2018-2019

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 Director of the Department of Human Resources. The decision of the Director of Human Resources shall be final. The criteria used for determining extended coverage shall be consistently applied.

4. Return to Work

Upon return from a leave, employees will be restored to their original or equivalent position with equivalent pay, benefits and other employment terms. The employee will not lose any employment benefit that accrued prior to the start of the leave. Employees returning from a child care leave in excess of 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:

KPS-KSP Master Agreement 2018-2019

- 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 days may request additional days from a sick bank for an approved medical leave related to their own serious medical condition. . 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 XIV – 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.

KPS-KSP Master Agreement 2018-2019

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

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

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

ARTICLE XV – OTHER ABSENCES

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

Section B – Absences to attend meetings 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.

KPS-KSP Master Agreement 2018-2019

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.

KPS-KSP Master Agreement 2018-2019

Section I – Leave for Child’s Academic Performance or Activity

Up to two (2) days per school year will be allowed for a unit member to attend an academic activity or performance of his/her Pre K-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 XVI – 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 Assistant Superintendent of Human Resources 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— Tuition Reimbursement

The parties agree to pay the tuition reimbursement for work related classes upon the employee’s request with written proof that the employee is registered. The employee will have 60 calendar days to successfully complete an online class and then 30 calendar days after completion to submit written proof to the Human Resources Department that the employee has successfully completed the class. For college credit courses the employee will have 30 calendar days after completion of the semester to submit written proof of successful completion to the Human Resources Department. If the employee does not submit written proof of successful completion within the above time periods, then the District will deduct the tuition payment from the employee’s payroll.

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.

Section G – On days designated in the school calendar as Professional Development without students, the District will provide Professional Development opportunities for training for bargaining unit employees or for

KPS-KSP Master Agreement 2018-2019

those employees who are not included or cannot participate in Professional Development, assign duties and responsibilities relevant to their classification.

ARTICLE XVII – GRIEVANCE PROCEDURE

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

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

Section B – Step I: If the grievant is not satisfied that the grievance was resolved in Step A, he/she shall submit to the other party a written statement of the grievance on the form as provided in Appendix 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 file its appeal with the American Arbitration Association and inform the District of such within fifteen (15) work 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.

KPS-KSP Master Agreement 2018-2019

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 XVIII – 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.

<u>Vacation Credit Per Year</u>	<u>Monthly Vacation Allowance</u>
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.

		<u>Vacation Credit</u>
July	10 days + 1	11 days
August		12 days
September		13 days
October		14 days
November	Takes 2 days) 15 days – 2 =	13 days

KPS-KSP Master Agreement 2018-2019

December	(Takes 5 days) 12 days – 5 = 14 days
January	15 days
February	16 days
March	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.

KPS-KSP Master Agreement 2018-2019

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 XIX – COMPENSATION

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

Also, employees shall be eligible for a blended enrollment increase of equivalent percentage increase to the KEA blended enrollment chart.

Section B – The following days shall be paid holidays for **2018-2019**:

Twelve-Month Office Employees

- Independence Day
- Labor Day
- Thanksgiving
- Friday following Thanksgiving
- End-of-Year Holidays- Appendix D
- Mid-Winter Break
- Memorial Day
- One (1) Floating Leave Day

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
- Mid-Winter Break
- Memorial Day

KPS-KSP Master Agreement 2018-2019

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 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	\$146	18 years	\$389
7 years	167	19 years	409
8 years	187	20 years	429
9 years	207	21 years	449
10 years	227	22 years	470
11 years	247	23 years	490
12 years	268	24 years	510
13 years	288	25 years	530
14 years	308	26 years	550
15 years	328	27 years	571

KPS-KSP Master Agreement 2018-2019

16 years	348	28 years	591
17 years	369		

Paraprofessionals

6 years	\$116	18 years	\$298
7 years	131	19 years	313
8 years	146	20 years	328
9 years	162	21 years	343
10 years	177	22 years	359
11 years	192	23 years	374
12 years	207	24 years	389
13 years	222	25 years	404
14 years	237	26 years	419
15 years	253	27 years	434
16 years	268	28 years	449
17 years	283		

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. 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 year's 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 – Overpayments and Underpayments

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

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

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

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

Section J – Insurance

1. Paraprofessionals and Office Employees: The District shall provide 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

KSP MESSA Choices II deductibles 300/600 ov/uc/er \$20/\$25/\$30
Prescription Coverage - Saver Rx
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

KPS-KSP Master Agreement 2018-2019

PLAN C

**MESSA ABC deductibles \$1,350/\$2,700 Prescription Coverage - Saver Rx with
Mandatory Mail**

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

2. **Insurance Contribution:** All full-time employees who elect to have Plan A insurance coverage shall make a pre-tax contribution of 20% of the medical insurance premium costs (PA 152 of 2011). Part-time employees shall make a contribution for Plan A insurance coverages on a pro-rata basis, but at least 20% of the medical insurance premium costs (PA 152 of 2011). The Employees' 20% contribution shall be implemented as soon as possible after the Board's ratification of this Agreement.

Any full-time 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 parent or spouse concurrently receiving full medical benefits provided by the District. If a full-time employee has a parent or 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. PLAN B employees will pay nothing for insurances in PLAN B, if full-time.

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 K – 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 L – 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.

KPS-KSP Master Agreement 2018-2019

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

Section N – 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 O – 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 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 fifteen (15) years or more of service with Kalamazoo Public Schools shall be entitled to a payment of \$1,900 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 and works until their scheduled last day of that school year.

If the employee can document long-term financial harm under MPSERS, then the employee can submit the written notice by January 1 of the year that he or she is going to retire, and there will be no expectation that he or she will be required to complete the remaining part of the school year ending June 30th of the same year.

Section R – Paraprofessionals That Substitute for a Classroom Teacher. The District will provide to Building Administrators with a list of bargaining unit members that meet the requirements to hold a Substitute teaching permit. The District will pay for the substitute teaching permit. If assigned to a substitute in a classroom, the employee holding the permit shall be paid the difference between the hourly rates of pay calculated according to Article XII Number II Section D Item 5 the rate currently in effect in the Kalamazoo Education Association Agreement for Substitute Teaching on planning time.

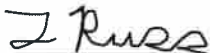
ARTICLE XX – DURATION OF AGREEMENT

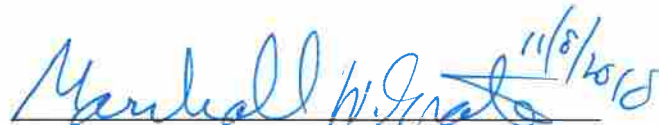
Emergency Manager -- If an emergency manager is appointed by the State under PA 4 of 2011 (Fiscal Accountability Act), the emergency manager may reject, modify, or terminate the Collective Bargaining Agreement in accordance with law. This clause is included in this Agreement, because it is legally required by State law and not as a result by agreement of the parties.

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, 2018**, and will remain in effect through **June 30, 2019**, 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

 10/30/2018
Tim Russ
Chief Spokesperson

 11/8/2018
Marshall Grate Attorney and Chief
Spokesperson


Eursla Moore-Doyle (Oct 30, 2018)
Eursla Moore-Doyle, KSP President


Sheila Dorsey-Smith, Assistant Superintendent
of Human Resources

KPS-KSP Master Agreement 2018-2019

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 Personnel 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

KPS-KSP Master Agreement 2018-2019

LETTER OF AGREEMENT #2

**Between the
KALAMAZOO SUPPORT PROFESSIONALS ASSOCIATION
and the
KALAMAZOO PUBLIC SCHOOLS**

RE: SUBCONTRACTING

NOW COMES the Kalamazoo Support Personnel 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

LETTER OF AGREEMENT #3
Between the
KALAMAZOO SUPPORT PERSONNEL (MEA-KSP)
and the
KALAMAZOO PUBLIC SCHOOLS

RE: OFF-STEP AMOUNT ADDED TO THE PARAPROFESSIONAL WAGE SCALE
FOR 2018-2019 SCHOOL YEAR

The Kalamazoo Support Personnel (KSP) and Kalamazoo Public Schools (Board) agree as follows:

During the collective bargaining negotiations for the 2018-2019 collective bargaining agreement, the KSP collective bargaining team proposed substantial changes to the existing wage schedule for paraprofessional employees. After some discussion and negotiations, the KSP bargaining team proposed a paraprofessional wage scale with a maximum annual salary of \$22,915 (\$17.60 per hour). The Board's collective bargaining team accepted in good faith the KSP bargaining team's proposed wage schedule for paraprofessional employees, and this wage schedule was incorporated into the tentative agreement that was ratified by both parties. The KSP bargaining team's paraprofessional wage scale was then incorporated into the KSP successor agreement, which both parties reviewed and proofread. In good faith, the Board implemented the terms and conditions of the parties' agreement, including the KSP bargaining team's paraprofessional wage scale which, as noted above, ended at \$22,915 for paraprofessionals.

KSP proposed to include the \$27,762 per year salary in initial economic proposals. However, KSP was assured any salary amount above \$22,115 was for additional hours. After October 2nd meeting KSP discovered that paraprofessionals on former Grade 7 in 2017-2018 were not able to be made whole if rolled back to base salary of \$22,915. . This amendment is based on the KSP proposed correction that will provide a 2018-19 salary of \$28,562 in a full contract year (\$800 increase) if the paraprofessional works an additional hour per day (186 hours annually) and submits a time sheet approved by the paraprofessional's supervisor. The Board agrees to add an off-step amount in the paraprofessional wage scale with an annual salary of \$24,992 (\$19.20 hourly rate). At this hourly rate, the annual salary will equal \$28,562 if the employee works the additional hour per day (186 hours annually), as documented in submitted time sheets. This off step rate will only be available to those employees who earned an annual rate of \$27,762 for the 2017-18 school year. The compensation for all affected paraprofessionals will be adjusted to reflect the aforementioned changes with the same payroll as all other KSP wage changes under the 2018-2019 collective bargaining agreement.

KALAMAZOO SUPPORT
PERSONNEL

KALAMAZOO PUBLIC SCHOOLS

KPS-KSP Master Agreement 2018-2019

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-GRIEVANCE REPORT

KALAMAZOO PUBLIC SCHOOLS
KALAMAZOO SUPPORT PROFESSIONALS ASSOCIATION
GRIEVANCE REPORT

Grievance # Building	Date Filed	Name of Grievant Assignment
-------------------------	------------	--------------------------------

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 _____

KPS-KSP Master Agreement 2018-2019

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 _____

KPS-KSP Master Agreement 2018-2019

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

APPENDIX C 1-5

OFFICE EMPLOYEE SALARY SCHEDULES

The KSP salary schedule for the 2018-2019 school year shall reflect **2.0%** increase and all employees on steps advance to next step.

KALAMAZOO SUPPORT PERSONNEL OFFICE (10 MONTH - 82.11%) (0-5 YEARS) 2018-2019							
	A	B	C	D	E	F	G
12	\$25544	\$26575	\$27603	\$28,634	\$29,666	\$30,30695	\$31,726
11	\$24730	\$25722	\$26723	\$27,720	\$28,722	\$29,714	\$30,712
10	\$23917	\$24881	\$25844	\$26,810	\$27,771	\$28,735	\$29,702
9	\$23110	\$23110	\$24,963	\$25,894	\$26,827	\$27,27754	\$28688
8	\$22217	\$23112	\$24003	\$24,898	\$25,791	\$26,685	\$27578
7	\$21315	\$22172	\$23030	\$23,884	\$24,744	\$25,598	\$26457

KALAMAZOO SUPPORT PERSONNEL OFFICE (10 MONTH - 83.92%) (6-12 YEARS) 2018-2019							
	A	B	C	D	E	F	G
12	\$26094	\$27146	\$28197	\$29251	\$30302	\$31354	\$32409
11	\$25258	\$26277	\$27298	\$28316	\$29339	\$30353	\$31374
10	\$24430	\$25414	\$26397	\$27385	\$28365	\$29355	\$30342
9	\$23605	\$24548	\$25,501	\$26455	\$27403	\$28352	\$29305
8	\$22,689	\$23,609	520	\$25432	\$26344	\$27257	\$28169
7	\$21771	\$22,645	\$23,520	\$24398	\$25276	\$26147	\$27023

KALAMAZOO SUPPORT PERSONNEL OFFICE (10 MONTH - 85.72% (12+ YEARS) 2017-2018							
	A	B	C	D	E	F	G
12	\$26,642	\$27,719	\$28,794	\$29868	\$30,947	\$32018	\$33095
11	\$25,797	\$26,831	\$27,877	\$28,917	\$29,958	\$30,998	\$32037

KPS-KSP Master Agreement 2018-2019

10	\$24945	\$25,953	\$26,956	\$27,962	\$28,967	\$29,977	\$30,984
9	\$24104	\$25067	\$26038	\$27013	\$27,983	\$28,950	\$29,922
8	\$23167	\$24105	\$25036	\$25,972	\$26,898	\$27,837	\$28,763
7	\$22231	\$23121	\$24018	\$24911	\$25811	\$26,702	\$27,592

KALAMAZOO SUPPORT PERSONNEL OFFICE (12 MONTH) 2018-2019							
	A	B	C	D	E	F	G
12	\$30,992	\$32247	\$33501	\$34,755	\$36008	\$37263	\$38522
11	\$30001	\$31213	\$32432	\$33642	\$34,863	\$36073	\$37287
10	\$29013	\$30185	\$31354	\$32534	\$33,706	\$34,880	\$36057
9	\$28029	\$29153	\$30287	\$31421	\$32557	\$33,682	\$34,821
8	\$26,938	\$28031	\$29116	\$30206	\$31289	\$32382	\$33464
7	\$25,844	\$26,883	\$27,930	\$28,971	\$30020	\$31061	\$32102

KPS-KSP Master Agreement 2018-2019

Paraprofessionals Salary Schedule		
2018 - 2019		
Step	Annual Salary	Hourly Rate
1	\$15,000	\$11.52
2	\$15,519	\$11.92
3	\$15,928	\$12.23
4	\$16,341	\$12.55
5	\$16,749	\$12.86
6	\$17,161	\$13.18
7	\$17,568	\$13.49
8	\$17,980	\$13.81
9	\$18,561	\$14.26
10	\$18,801	\$14.44
11	\$19,214	\$14.76
12	\$19,628	\$15.08
13	\$20,434	\$15.69
14	\$20,449	\$15.71
15	\$20,860	\$16.02
16	\$21,273	\$16.34
17	\$21,681	\$16.65
18	\$21,700	\$16.67
19	\$22,098	\$16.97
20	\$22,318	\$17.14
21	\$22,915	\$17.60

KPS-KSP Master Agreement 2018-2019

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				

KPS-KSP Master Agreement 2018-2019

APPENDIX E

LEVELS OF CLASSIFICATION OFFICE EMPLOYEES

<u>RANGE</u>	<u>KPS</u>	<u>TITLE</u>
12		District Data Specialist
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

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 _____

APPENDIX H

School Safety Legislation

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

Reportable Crimes List

- (a) Any felony.
- (b) Any of the following misdemeanors:
 - (i) Criminal sexual conduct in the fourth degree or an attempt to commit criminal sexual conduct in the fourth degree.
 - (ii) Child abuse in the third or fourth degree or an attempt to commit child abuse in the third or fourth degree.
 - (iii) A misdemeanor involving cruelty, torture, or indecent exposure involving a child.
 - (iv) A misdemeanor violation of section 7410 of the public health code, 1978 PA 368, MCL 333.7410.
 - (v) A violation of section 115, 141a, 335a, or 359 of the Michigan penal code, 1931 PA 328, MCL 750.115, 750.141a, 750.335a, and 750.359; or a misdemeanor violation of section 81, 81a, or 145d of the Michigan penal code, 1931 PA 328, MCL 750.81, 750.81a, and 750.145d.
 - (vi) A misdemeanor violation of section 701 of the Michigan liquor control code of 1998, 1998 PA 58, MCL 436.1701.
 - (vii) Any misdemeanor that is a listed offense. (Listed offense means that term as defined in section 2 of the sex offenders registration act MCL 761.1)
- (c) A violation of a substantially similar law of another state, of a political subdivision of this state or another state, or of the United States.
MCL 380.1230d; MCL 380.1535a; MCL 380.1539

APPENDIX I

KALAMAZOO PUBLIC SCHOOLS

Sick Leave Bank Use Request and Voluntary Donation to Sick Leave Bank forms

Sick Leave Bank Use Request		Length of absence expected:
Name:		
Building:		
Have you applied for Long Term Disability?		
Are you receiving Short Term Disability?		
Signature:		Date:

Voluntary Donation to Sick Leave Bank	
Name:	
Building:	
<input type="checkbox"/> I hereby donate the balance of my remaining accrued sick leave effective one (1) day prior to my retirement to the KSP sick bank.	
<input type="checkbox"/> I hereby donate _____ hours of sick leave currently in my sick leave bank to the KSP Sick Leave Bank.	
Signature:	Date: