

KEA TA Overview: 2024-25

Areas Agreed Upon and TA'd

Language change throughout – change “Guidance Counselor” or “School Counselor”

Article 2:

Section P: Employer Provided Employee Information

Section Q: Payroll Deduction

Article 13 – Evaluations

Article 15 – Professional Behavior

Article 16 – Protection of Employees

Article 17 – Grievance

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Economic Proposal / Schedule A

LOA #1 - Middle School Letter

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Appendix 4 - Calendar Rules

Section 127 Tuition Reimbursement

KEA Proposals / No Agreements:

Article 7 – Staffing Class Size Section B – Staffing Elementary Section E – Maximum Class Size Secondary; Overage Pay Section K – Special Education Consideration Article 10 – Assignments Article 11- Job Sharing / Part-Time Article 12 – Transfer and Vacancy Article 27 – Layoff and Recall	Article 22 – Professional Compensation Section C – Cash in Lieu Section F – Compensatory Time Section O – Longevity Pay / Retirement Stipends Schedule A - Addition of new step Add BSA to Schedule A New salary scale/steps for BSA Schedule B changes
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TENTATIVE AGREEMENT

between

KALAMAZOO PUBLIC SCHOOLS

and

THE KALAMAZOO EDUCATION ASSOCIATION

2024-2025

ARTICLE 2 – ASSOCIATION AND TEACHER RIGHTS

Section A: Right of Association

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

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

Section B: Privacy Rights

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

Section C: Notification of Authority

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

Section D: Prior Consultation/Access to Information

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

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

The District agrees it will not officially establish or implement any condition of employment affecting the terms of this Agreement without prior consultation with the Association. Nothing in this Agreement will be construed to limit the Board or its representatives from establishing and implementing such reasonable rules and regulations

not in conflict with this Agreement as may be deemed best for the purpose of maintaining order, safety and efficient operation. Any complaint relative to the reasonableness of any rule or regulation established and implemented may be processed through the grievance procedure contained in this Agreement.

It is understood by the parties that budget and expenditure transparency are vital parts of the internal financial controls that meet the District's fiduciary responsibilities.

Section E: Consultation with Association

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

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

Section F: Layoff Consultation

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

Section G: Non-Discrimination

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

Section H: Joint Committee Pay

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

Section I: Association Meetings

The third Monday of each calendar month shall be reserved for after-school building meetings called by Association Representatives. In the event the governing Board meeting is moved to the third Tuesday of the month due to parent-teacher conferences, the KEA building meetings may be changed to the fourth Monday of the month. If this time is not used by the Association, a meeting may be scheduled by the building principal. In addition, building representatives shall be permitted to call building meetings in the normal meeting room or other convenient room in the building after school hours when such meetings do not conflict with the educational program or meetings called by the Administration. The Association Representative will clear time and place of the meeting with the building principal.

Section J: Association Communications

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

Section K: Governing Board Meetings

The second Tuesday of each school calendar month shall be reserved for the Association Governing Board meeting beginning not earlier than fifteen (15) minutes after student dismissal. In the event parent-teacher conferences fall in the second week of the month in which they are held, the Governing Board meeting may be moved to the third Tuesday of the month.

Section L: Second Tuesdays

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

Section M: Employee Records

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

Section N: Bargaining Unit Employee Residual Rights

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

Section O: Annexation and Consolidation

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

Section P: Employer Provided Bargaining Unit Employee Information

A. **Monthly from August through June (not reported in July) each year**, ~~By October 1 of each year~~, Designated Association Representatives will be given, via e-mail with an attached excel document, a complete listing of bargaining unit staff that includes the following if available:

1. First and Last Name
2. Start date of employment
3. FTE, and placement on salary schedule with amount annual salary
4. Building(s)/position
5. School email address and Personal email address
6. Home/ mailing address and phone (cell) number
- 7. Employee Number**

B. The same information relating to new hires will be provided monthly during the school year along with the class size reports.

Section Q: Payroll Deductions

This Section shall become effective on August 1 of the year the Association notifies the Employer of its intent to implement payroll deduction of Association dues and/or assessments.

Any bargaining unit employee may voluntarily become a member of the Association. A member of the Association or an employee who has applied for membership may sign and deliver to the Employer a signed form authorizing the payroll deduction of dues assessments, and/or contributions to the Association, if received in hard copy signed for or an electronically signed form provided by the Association, shall be accepted and processed by the Employer.

The Employer shall process payroll deduction forms received from members within ten (10) days of receipt. Such authorizations shall continue in effect from year-to-year unless revoked in writing by the member under procedures administered by the Association.

Pursuant to such authorization, the Employer shall deduct a proportionate amount from each employee's paycheck of such dues, assessments, and/or contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in the first paycheck in September.

If the payroll deduction amounts change within the course of any school year, the Association shall provide to the Employer a payroll change form for any affected member to apply within ten (10) days of receipt to any remaining pays per deduction schedule defined above.

Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wage of any such member and make appropriate remittance for MEA-FS's MEA-sponsored programs, MESSA programs not fully Employer-paid, credit union, savings bonds, or any other plans or programs jointly approved by the Association and Employer.

Upon receipt of authorized payroll deduction for Association dues, assessments and contributions to the Association, the Employer shall transmit these payments to the Michigan Education via provided ACH withing 10 days of when the payroll deductions took place.

Accompanying the distribution of payments will be a report indicating the specific categorical (dues/MEA assessment) amounts attributable to each employee with the employee's name, employee ID number (if applicable), payroll ID number (if different than employee ID). The Association will provide a spreadsheet template for the ease of reporting this information. This Association-specific report shall be provided via email to the Association within the 10-day requirement as a spreadsheet attachment.

In the event of any legal action against the Employer brought in a court or administrative agency because it complied with this section, the Association agrees to indemnify and defend such action, at its own expense and through its own counsel, and the Association shall pay the Employer's attorney's fees, legal costs, and any and all damages of every kind, provided:

1. The employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires and;
2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels and;

- 3. The Association shall have complete authority to compromise and settle all claims which it defends under this section.**

Article 13B: TEACHER EVALUATION

The Board's authority shall not be limited by policy or this summary in any decisions to non-renew a probationary staff member's contract at the end of the contract's terms.

Teachers will be evaluated pursuant to a performance evaluation system consistent with section 1249 of the Michigan Revised School Code and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:

1. A year-end evaluation process that meets statutory standards.
2. (20% growth). An evaluation tool that incorporates components required by law, including:
 - a. The metrics will be for high school – The teacher shall select from a menu of District approved assessments, subject to the principal's written approval (10%); building growth goals (5%); and prior year Domain 5 score (5% if available; if not then building growth goals will be 10%). The metrics for elementary and middle school building growth goals (5% from the prior year); NWEA/MAP and/or Fast Bridge (5%); District approved class assessments (5%); Prior Year Domain 5 score (5% if available); if not then will be NWEA/MAP and/or Fast Bridge 10%
 - b. The teacher's performance
 - c. Objective criteria
3. An individualized development plan (IDP) with performance goals developed by the evaluator in consultation with the teacher and recommended training designed to improve the teacher's effectiveness for:
 - a. All probationary teachers
 - b. Teachers rated minimally effective or ineffective during the 2023-24 school year;
 - c. Teachers rated needing support or developing; or
 - d. At the evaluator's discretion when performance deficiencies are noted.
4. Classroom observations of at least 15 minutes each which include, at a minimum, a review of the teacher's lesson plan, the state curriculum standard used in the lesson, and the pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items. There will be a minimum of two observations. At least one of the observations will be unscheduled.
5. A mid-year progress report, if required by law, which aligns with the teacher's individualized development plans, includes specific performance goals developed by the evaluator, and any recommended training identified by the evaluator.
6. A year-end performance evaluation effectiveness rating of effective, developing, or needing support. Effective 1.70 to 3.00; Developing .76 to 1.69; Needs Support 0.0 to 0.75; the District agrees to form a

committee data to ensure teachers that will include tenured teachers to review data to ensure that ratings are identifying teachers who need support.

7. Tenured teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations shall be evaluated triennially, but if the teacher is not rated as effective on one of the triennial year-end evaluations, the teacher must receive year-end evaluations. The evaluator will have the discretion to stagger periodic evaluations to even out the evaluation workload. Tenured teachers will be notified about the initially proposed evaluation cycle. Employees will be notified of their primary evaluator by September 30 of each year.
8. A mid-year progress report and mentor for teachers rated Developing or Needing Support or for teachers in the first year of probation. Mid-year progress report to be completed by March 1.
9. A tenured teacher who receives a Needing Support annual evaluation rating will have the option to petition the Superintendent for the review and then request mediation as provided under section 1249 of the Michigan Revised School Code. The request for mediation must be submitted in writing within 30 calendar days after the teacher receives the written response from the school district superintendent or intermediate superintendent.

If a teacher receives two consecutive Needing Support annual evaluation ratings, then that teacher can petition to the Superintendent for review, and if dissatisfied with the Superintendent's decision, demand binding arbitration. The legal standard that the Arbitrator will use to review the Superintendent's decision regarding Needing Support evaluation rating is whether the Superintendent's decision is arbitrary or capricious. The arbitration review is restricted to the second Needs Support evaluation rating. Both parties will pay equally in the cost of any binding arbitration.

10. If a tenured teacher is rated ineffective or needing support on 3 consecutive year-end evaluations, the teacher shall be discharged consistent with due process. The District is not precluded from discharging a teacher at other times as provided by the Teachers' Tenure Act.
11. The District will follow the three requirements of Section 1249 regarding unevaluated teachers: i) less than 60 days of teaching; ii) arbitration vacates a second consecutive needing support annual evaluation rating; or iii) the evaluator agrees in writing not to evaluate because of extenuating circumstances such as a long term approved absence. If a teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used. If a written evaluation is not provided because of the District's omission, then the teacher shall be deemed effective.
12. Website posting of required information for the evaluation tool.
13. Training on the evaluation tool for teachers and evaluators as required by the law.

The District agrees to retain the status quo evaluation system for ancillary, non-teaching, professionally certified staff.

The Board proposes that upon tentative agreement, the TA be implemented immediately.

ARTICLE 15 – PROFESSIONAL BEHAVIOR

Section A: Compliance with Rules

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

Section B: Progressive Correction ~~not applicable to teachers~~

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

A system of progressive correction shall include the following steps:

1. Verbal warning, with written document
2. Written warning
3. One-day suspension without pay
4. Three-day suspension without pay
5. Further suspensions without pay
6. Discharge

The parties recognize that the severity of an offense may provide just cause for acceleration of the above progressive corrections.

In the event that an employee is subject to disciplinary action, resulting in unpaid leave, the employee can suggest the dates for the unpaid leave reduction, but the District will make the final determination.

Section C: ~~Just Cause applicable to ancillary staff only~~ **Discipline Standard**

No ~~ancillary staff~~ **non-probationary bargaining unit** member shall be disciplined, reprimanded, ~~reduced in rank or compensation or deprived of any professional advantage demoted or denied continued employment without just cause.~~ for a reason that is arbitrary or capricious without an investigation. Any such discipline, consisting of five (5) days unpaid suspension or more reprimand, ~~reduction in rank, compensation or advantage, or denial of continued employment including adverse evaluation of ancillary staff's performance asserted by the District, or representative thereof, shall be subject to the professional grievance procedure. hereinafter set forth provided, however, that the arbitration step of the grievance procedure shall not be available for any matter covered by the Tenure Act or the adjudication of any complaint by a probationary employee dealing with final evaluation.~~ All information forming the basis for disciplinary action shall be made available to the ~~ancillary staff~~ **bargaining unit member** upon request, **within reasonable legal limits.**

Section D: ~~Ancillary Staff Member~~ **Employee** Conference

No disciplinary action against an ~~ancillary staff~~ **bargaining unit** member shall be taken on the basis of a complaint by the District or its designated agent, parent, or student unless the bargaining unit member has been provided an opportunity to respond. ~~matter is first discussed with the ancillary staff member.~~ **Only substantiated complaints shall be subject to discipline or be included in employee related files.** A report of such disciplinary action

which becomes a matter of record shall be submitted to the ~~ancillary staff~~ **bargaining unit** member and a copy may be included in the ~~ancillary staff~~ **bargaining unit** member's personnel file, provided however, said ~~ancillary staff~~ **bargaining unit** member is allowed to include a reply.

If an ~~ancillary staff~~ **bargaining unit** member is to be reprimanded and/or disciplined by a principal or other administrator, it shall be done in private. Another individual may be present at the request of either party.

The District shall offer Association representation to the bargaining unit member in any case where an allegation has been made against the employee by a parent, student, or colleague that is the subject of the meeting of if the administration suspects the employee may have committed some offense. The representative shall be informed of the subject matter prior to any meeting the employee is required to attend. The employee shall be entitled to a representative of their choice, provided the representative is available by the end of the next work day, and if not, then another representative who is available.

Section E: School Safety Legislation – Reportable Crimes

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

ARTICLE 16 – PROTECTION OF EMPLOYEES

Section A: Student Conduct Plan

The District recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline in the classroom, and similarly, employees acknowledge their responsibility to assist students with learning skills to be successful behaviorally as well as academically in the classroom. Every employee of the District and every student in the District shall endeavor to comply with the Student Code of Conduct at the District, Building and Classroom Levels. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the employee will refer the pupil to the principal or ~~his/her~~ **their** designee in accordance with designated District “child study team procedures” and, the District will take reasonable steps to relieve the employee of responsibilities with respect to such pupil. Within ten (10) work days following receipt of the referral, the principal will notify the employee of the steps to be taken. Within thirty (30) days following receipt of the referral, the principal will notify the employee that all steps in the referral process have been completed.

Section B: Referral of Students

An employee may send a pupil to the principal and/or a designee when the magnitude of the misbehavior, or its disruptive effect compromises the learning environment. By the way of example and not by the way of limitation, referrals may include behaviors in Category II and Category III of the KPS Student Code of Conduct. In such cases, the employees will furnish the principal or designee as promptly as ~~his/her~~ **their** teaching obligations will allow, full particulars of the incident in writing. The principal or designee will communicate ~~his/her~~ **their** action with respect to the matter to the employee as soon as possible. Re-admittance of the student to class will be arranged after a review of the employee’s referral and a conference between the student and appropriate administrator or designee. Further, the student will not be returned to class until upon oral, email, or other notice from a District employee that an administrator or designee has acted upon the referral. In cases where a referral is designated by the teacher as a Category III offense is re-categorized, then the teacher will be notified either orally, email or otherwise in writing, and if the teacher requests, the administrator or designee shall meet with the teacher to review and discuss the decision. Every attempt will be made to involve the parent in its consultation. Exceptions to this procedure shall be made with mutual consent of the teacher and principal.

Section C: Student Suspension

Procedures and policies regarding suspension of students shall be made known to employees each year in the KPS Student Code of Conduct. The Student Code of Conduct will be provided to students and reviewed each year. School personnel will endeavor to achieve correction of a student’s misbehavior through counseling and interviews with the student and ~~his/her~~ **their** parents/guardians. School personnel will strive to use positive behavioral and literacy supports. When an employee has students who, after the above methods have been exhausted, constitute serious behavioral problems, relief shall be as agreed to by the principal and/or designee and the affected employee as defined in the District policy dealing with student discipline.

The district will make available in the main office of every school building ample copies of the appropriate paperwork for a suspension pursuant to Section 1309 (“snap suspension”) of Michigan Revised School Code. The administrator may add additional time to such a suspension if warranted by the misbehavior.

Section D: Physical Force

An employee has the right to use such reasonable force as is necessary to protect ~~himself/herself~~ **themselves** from physical assault or to prevent injury to another employee or student. Any case of physical assault upon an employee shall be reported to the administrator/designee. The administrator/designee shall inform the employee of all legal and contractual rights afforded the employee. The employee shall report the incident to the police or, upon the request of the employee; the administrator/designee shall report the assault to the local police. In the

event the administrator/designee is unavailable, the employee will contact the Superintendent's Office that the police have been notified. In any case of physical assault upon an employee while performing ~~his/her~~ **their** duties, the District shall, and the Association may, render all reasonable assistance to the employee which may include legal counsel.

Professional Development for all staff regarding their rights and the appropriate use of physical force will be scheduled for staff after the start of each school year. This Professional Development shall be voluntary except for newly hired employees.

Section E: Corporal Punishment Guidelines

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

Section F: Assistance in Legal Actions

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

Section G: Lost Time

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

Section H: Safety of Students

Employees shall be expected to exercise reasonable care with respect to the safety of pupils and student property and shall discharge their duties and responsibilities to said students and property according to the applicable Laws and Board policies.

Section I: School Related Health Services

When delivery of related school health services such as clean intermittent catheterization, suctioning, tracheotomy and similar procedures are necessary to maintain a student in a regular classroom, such services shall be performed by a Paraprofessional or other qualified personnel other than a regular classroom teacher, except in a life-threatening emergency. Paraprofessionals and other qualified personnel will be assigned to deliver the health care services, but teachers will be provided appropriate training, so they are fully aware of the health care issue. No teacher will be required to provide such related school health services; Special Education teachers may elect to assist with the health care needs of a child; otherwise, the paraprofessional or other qualified personnel will administer the health care procedures. Except as stated above, teachers will not be required to deliver related health services assistance and shall designate the training to be given the affected staff. The district will provide the designated personnel responsible to administer the health care procedure and shall designate the training to be given to affected staff. If an I.E.P.T., 504 team, or health care team designate in a plan health care services that shall be performed, classroom teachers will be informed of the person(s) responsible for the delivery of health services assistance and the training to be given to the relevant staff.

Section J: Student Assault

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

~~Because~~ **An** employee injury resulting from a student assault is regarded as a work-related injury and subject to the Workers' Compensation Act. **An** employee who is injured, **as a result of** ~~from~~ a student assault shall consult and ~~treat~~ **be treated** with the District's designated health care providers. If there are any questions, the employee should contact the Human Resources Department.

The district shall comply with ~~Section 1310 of the Michigan Revised School Code (MCL 380.1310)~~. **with regard to student assault or any other applicable state or federal statutes or regulations.**

ARTICLE 17 – GRIEVANCE PROCEDURE AND BINDING ARBITRATION

Section A: Mutual Responsibility

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

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

Section B: Grievance Procedure

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that the grievant's right to privacy shall be preserved to the extent that the investigation allows at each level of the procedure.

Nothing herein shall be construed as limiting the right of any employee with a grievance to discuss the matter informally with any appropriate member of the Administration.

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

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

Informal Level

An employee who believes there is a basis for a grievance shall first discuss the matter with the building principal within ten (10) working days of the cause of, or receipt of written notification of, or when the employee knew or reasonably should have known of such grievance, either alone or accompanied by the Association representative. Other employees who are not assigned to work regularly under a building principal shall discuss the matter with their immediate supervisor. ~~Because the parties believe in resolving disputes at the earliest possible level, the employee and building principal are encouraged to take a reasonable period of time to discuss their differences and explore potential resolution.~~ **The parties shall jointly draft, sign and date a the Informal Grievance Form indicating that such a conference was held. If the response is not included in the form, the immediate supervisor shall respond to the informal grievance within five (5) working days after the date the form was signed. It is understood that Contract Review or informal discussions with other administrators does not initiate the grievance process.**

Formal Level

Step I - Building Level

If the matter is not resolved informally, the grievant or the Association may, within five (5) working days of their final informal discussion, initiate formal proceedings by completing printing on a paper grievance form, or electronic form of the Grievance Report form (Page 108) who participated in the informal discussion, or the grievant and Association may within the same time period, refer the matter to the next Contract Review meeting. If the matter remains unresolved after the next Contract Review meeting, then it may be advanced to Step II within five (5) working days of the Contract Review meeting.

The administrator shall, within five (5) working days of receipt of the formal grievance, meet with the grievant and Association representative, in an effort to resolve the grievance. Within five (5) working days of such meeting, the administrator shall dispose of the grievance by completing Part E of the electronic or paper version of the Grievance Report Form and shall return the form to the grievant. If no response to an association request for a Step I grievance meeting is received within the five working days, the grievance may advance the grievance to Step II.

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

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

Step II - Central Administration

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

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

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

Step III - Superintendent

Grievances unresolved at Step II may be advanced to Step III by filing with the Superintendent. Whether the grievance is a class action grievance, involving a group of grievants, or an individual grievant, the Association will identify by name all individuals who are claiming monetary relieve under the grievance by Step III, unless good cause can be shown at any arbitration procedure that justifies a failure to disclose. The District's failure to comply with Article D requests will constitute good cause.

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

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

Nothing herein shall restrict the Association or District from entering into a mutually agreeable settlement to resolve any grievance.

Step IV – Mediation

Step IV: If the grievance is not satisfactorily settled in Step 3, the Association may request mediation byt eh Michigan Employment Relations Commission by giving written notice to the Employer through the

Human resources Department of its intent to do so within fifteen (15) days following receipt of the Employer's Step 3 response. Thereafter, Representatives of the Employer and the steward and/or a non-employee representative of the Association shall confer with the mediator assigned to assist in resolving the dispute. If this Step IV is invoked, the Mediation Step is required step before Step V binding arbitration. Within fifteen (15) days of the conclusion of this conference, the designated representative of the Employer shall signify in writing the Employer's final response to the grievance.

Step ~~IV~~ V - Binding Arbitration

Grievances unresolved at Step III shall be advanced to Step IV by filing a Demand for Arbitration with the appropriate arbitrator. The Association and The District shall create a mutually agreed upon list of standing arbitrators that shall be appointed as arbitrators on a rotational basis for the duration of the agreement. Such a panel of Arbitrators shall follow the American Arbitration Association's current rules for voluntary Labor Arbitration Rules.

Powers of the Arbitrator

The District and the Association shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not advanced ten (10) calendar days prior to the arbitration hearing. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement nor shall he/she have any power to rule on the final evaluation **matters (except as provided in the Evaluation article of this Agreement)**, termination of service or failure to re-employ any probationary employee, the placing of termination of services or failure to re-employ any employee to a position on the extra-curricular schedule, or any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers' Tenure Act (Act IV Public Acts, extra session of 1937 of Michigan, as amended). **The Arbitrator shall apply an arbitrary and capricious standard in all disciplinary cases.**

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

Employees involved in arbitration proceedings shall be released from their normal duties in order to participate. The arbitrator shall be empowered to issue monetary awards, but in no case shall such monetary award exceed an amount designed to reimburse an employee for loss of actual earnings or what the employee should have earned.

Section C: Fees of Arbitrator

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

Section D: Time Limits

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

Section E: Agreement Expiration

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

Section F: Abandonment of Grievance

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

Article 19: PAID LEAVES OF ABSENCE

Section F: Sick Leave Statement

Statements of sick leave accumulations shall continue to be provided with payroll, **and/or as an alternative, employees will have access to a digital program selected by the District that will provide up-to-date sick and personal business leave accruals such as, for example, the current RED ROVER program.** Upon request to the Payroll Department or Human Resources, bargaining unit employees on unpaid leaves of absence will receive a written statement of accumulated sick leave. Such requests will be honored by October 30th or within twenty-one (21) calendar days, whichever is later.

Note: This additional language is part of the settlement agreement for the grievance 22-23-04. The settlement agreement LOA is dated December 18, 2023.

ARTICLE 20 – UNPAID LEAVES OF ABSENCE

Section A: Unpaid Leave

An unpaid leave of absence shall:

1. Entitle the ~~ancillary staff~~ **bargaining unit** member to the **substantially** same position that the ~~ancillary staff~~ **bargaining unit** member held at the time of the unpaid leave of absence if the leave of absence commences after the start of the school year and said ancillary staff member is on leave in excess of ninety (90) days but returns to work prior to the end of the current school year and entitle the ~~ancillary staff~~ **bargaining unit** member to the **substantially** same position that the teacher held at the time of the unpaid leave of absence if the leave of absence was for a qualifying FMLA leave and the leave's duration did not exceed the FMLA entitlement.

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

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

Section B: Leave Guidelines

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

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

Section C: Layoffs

During a period of impending layoffs, the District agrees to grant all requests for voluntary leaves for any reason to ~~ancillary staff~~ **bargaining unit members** who make such requests, except those who cannot be replaced by qualified laid-off ~~ancillary staff~~. **bargaining unit members**.

Section D: Termination of Leave

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

Section E: Leave Extensions

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

Section F: Military Leave

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

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

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

Section G: Release Time – KEA President

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

ARTICLE 21 – SABBATICAL LEAVES

Section A: Sabbatical Leave

The School District agrees to promote and encourage sabbatical leaves.

Section B: Paid Sabbatical Leave Committee

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

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

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

Section C: Unpaid Sabbatical

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

Section D: Application Timelines

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

Section E: Placement Following Sabbatical

Following a sabbatical leave, the District will return an ancillary staff member to the position held immediately prior to the leave or will enter an agreement about placement before the ~~ancillary staff~~ **bargaining unit** member begins the leave.

ECONOMIC PROPOSAL

1. One year contract
2. Step increase
3. 2.5% on base salary schedule for all kea bargaining unit members.
4. One-time 2% off-schedule payment for active employees to be paid first payroll in December 2024.
5. No change in the 80/20% health care insurance contribution for both HAS and medical insurance premiums for medical insurance.
6. Enrollment bonus

If Fall 2024 K-12 enrollment is:	Then salary increase is:
12,318 to 12,383	.20%
12,384 to 12,449	.40%
12,450 to 12,515	.55%
12,516 to 12,581	.70%
12,582 to 12,647	.85%
12,648 to 12,713	1.00%

7. Alternative elementary teachers—two positions, consideration for an additional off schedule stipend not to exceed to \$4,000.00 to be paid twice a year with the first payment by December 31st and the second payment by June 15th.
8. 2.5% increase on the curriculum rate. (includes LOA).
9. 2.5% increase on Schedule B positions. No other changes to Schedule B positions.
10. Retroactivity conditioned on mutual ratification on or before October 10, 2024.
11. After the expiration date of this collective bargaining agreement and until a successor collective bargaining agreement is fully ratified and fully executed, *except for lane changes resulting from advance degrees—masters, masters plus 30 and doctorate*, the district shall not pay compensation, wages, and benefits (including but not limited to all insurance benefits and any advancement on the salary schedule) than those in effect on the expiration date of this collective bargaining agreement. The district is authorized to make any necessary payroll deductions to pay the increased costs of maintaining benefits until a successor collective bargaining agreement is ratified and executed. **Any retroactive compensation or benefit levels or amounts will be automatic, upon ratification of a successor agreement.**

Schedule A +2.5%

Steps	KEA1	KEA2	KEA3	KEA4
1	\$ 45,768.30	\$ 45,740.63	\$ 56,684.55	\$ 56,684.55
2	\$ 45,768.30	\$ 45,740.63	\$ 56,684.55	\$ 56,684.55
3	\$ 45,768.30	\$ 56,684.55	\$ 56,684.55	\$ 67,600.80
4	\$ 45,768.30	\$ 56,684.55	\$ 56,684.55	\$ 67,600.80
5	\$ 56,684.55	\$ 56,684.55	\$ 56,684.55	\$ 67,600.80
6	\$ 56,684.55	\$ 56,684.55	\$ 67,600.80	\$ 67,600.80
7	\$ 56,684.55	\$ 56,684.55	\$ 67,600.80	\$ 78,517.05
8	\$ 56,684.55	\$ 67,600.80	\$ 67,600.80	\$ 78,517.05
9	\$ 56,684.55	\$ 67,600.80	\$ 67,600.80	\$ 78,517.05
10	\$ 67,600.80	\$ 67,600.80	\$ 67,600.80	\$ 78,517.05
11	\$ 67,600.80	\$ 67,600.80	\$ 67,600.80	\$ 78,517.05
12	\$ 67,600.80	\$ 67,600.80	\$ 78,517.05	\$ 78,517.05
13	\$ 67,600.80	\$ 78,517.05	\$ 78,517.05	\$ 89,433.30
14	\$ 78,517.05	\$ 78,517.05	\$ 78,517.05	\$ 89,433.30
15	\$ 78,517.05	\$ 78,517.05	\$ 78,517.05	\$ 89,433.30
16	\$ 78,517.05	\$ 78,517.05	\$ 89,433.30	\$ 89,433.30
17	\$ 78,517.05	\$ 89,433.30	\$ 89,433.30	\$ 89,433.30
18	\$ 78,517.05	\$ 89,433.30	\$ 89,433.30	\$ 89,433.30
19	\$ 78,517.05	\$ 89,433.30	\$ 89,433.30	\$ 89,433.30
20	\$ 78,517.05	\$ 89,433.30	\$ 89,433.30	\$ 89,433.30
21	\$ 78,517.05	\$ 89,433.30	\$ 89,433.30	\$ 89,433.30
22	\$ 78,517.05	\$ 89,433.30	\$ 89,433.30	\$ 89,433.30
23	\$ 78,517.05	\$ 89,433.30	\$ 89,433.30	\$ 89,433.30
24	\$ 78,517.05	\$ 89,433.30	\$ 89,433.30	\$ 89,433.30
25	\$ 78,517.05	\$ 89,433.30	\$ 89,433.30	\$ 89,433.30
26	\$ 78,517.05	\$ 89,433.30	\$ 89,433.30	\$ 89,433.30
27	\$ 89,433.30	\$ 89,433.30	\$ 89,433.30	\$ 89,433.30
28	\$ 89,433.30	\$ 89,433.30	\$ 89,433.30	\$ 89,433.30
29	\$ 89,433.30	\$ 89,433.30	\$ 89,433.30	\$ 89,433.30
30	\$ 89,433.30	\$ 89,433.30	\$ 89,433.30	\$ 89,433.30

BSA Salary Scale +2.5%

Step	BA	MA
1	\$ 44,933.95	\$ 46,125.00
2	\$ 46,231.60	\$ 47,970.00
3	\$ 47,546.68	\$ 49,815.00
4	\$ 48,856.63	\$ 51,660.00
5	\$ 50,159.40	\$ 53,505.00
6	\$ 51,468.33	\$ 55,350.00
7	\$ 52,772.13	\$ 57,195.00
8	\$ 54,091.30	\$ 59,040.00
9	\$ 55,427.90	\$ 60,885.00
10	\$ 56,786.03	\$ 62,730.00
11	\$ 58,165.68	\$ 64,575.00
12	\$ 59,567.88	\$ 66,420.00

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

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

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

The parties have recognized that a number of contractual provisions maintained in the body of the Agreement need to be changed so as to effectuate a six (6) period day, trimester schedule. The parties have agreed that the following provisions shall be effective for the ~~2023-2024~~ 2024-2025 school years:

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

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

Each team shall have a Team Leader or Co-Team Leaders who shall be jointly selected by the principal and the respective members of each team, no later than May 23, for the ensuing school year. Such Team Leaders shall be compensated in accordance with the extra-duty schedule applicable thereto (B₄). In the event that the principal and the members of a team cannot reach agreement as to who should be selected as Team Leader by May 23rd, the issue as to who will be appointed as the Team Leader shall be referred to a committee of four (4) people within five (5) calendar days. That committee shall be composed of two (2) central-office administrators designated by the Superintendent; the President of the Association; and a building Association Representative, selected by the Association, at the affected building. When making its decision, the committee shall seek input from the principal and all staff members in the affected team. The decision of the committee shall be binding. If such committee cannot reach a decision by June 15, the Superintendent shall be notified, and will have thirty (30) calendar days to make a final determination.

Team Leaders will be compensated an additional three and \$1,204.96 for their additional responsibilities.

2. With the exception of classes in music, study hall, physical education and counseling group assignments, it is agreed that the maximum number of students assigned to any middle school teacher in a marking period or on any day shall not exceed one hundred sixty (160) students per school day and thirty-five (35) students per class period. The District agrees that teachers with 159 students daily will receive a caseload overage of \$200.00

per trimester, and teachers with a caseload of 160 students shall receive an overage of \$400.00 per trimester. These overages shall be paid in the exact manner as preparation and class size overages. Article 7 Section F will be modified to reflect these additional overage payments.

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

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

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

The parties agree that every reasonable effort will be made to balance grade level teams. If this cannot be effectuated due to the transfer of students or other plausible reasons, with written agreement from the association, the district, and an affected teacher vacancies of more than five (5) pupils between grade levels teams may be waived (using the waiver form).

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

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

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

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

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

The number of preps per trimester would be counted based on the course and the portion of the course being taught that trimester. For example, if a teacher had 6th grade art (2 times), 7th grade art (2 times), and 8th grade art all in the same trimester that would count as three (3) preps for that trimester. If these were the only courses

that the teacher taught all year, the teacher would have three (3) preps for the year. The parties have agreed on the attached examples, which are illustrations only and are not exhaustive. (See attachments.)

6. Schedules for teachers with assignments in more than one (1) building shall be coordinated by the District on a case-by-case basis.
7. The parties have agreed that there will be ~~six (6) week marking periods for the middle school program.~~ **Trimester marking periods with six (6), which may included structured at-risk progress monitoring utilizing progress reports for students with less than a C average, if needed.** To facilitate this, one-half (½) day of record keeping will be provided at the end of marking periods 1, 3, and 5. Middle School Trimesters shall align with High School Trimesters.
One (1) day of record keeping will be provided at the end of marking periods 2, 4, and 6 (or trimesters 1, 2, and 3). All bargaining unit employees will receive record keeping time within five (5) days of the end of the marking period. Such time will be provided prior to when the marking period reports are due. Staff members will receive their record keeping time prior to the marking period reports due date. Grades for twelve (12) week courses are not due until 8:00 AM on the first scheduled work day of the week following the end of the trimester. ~~Mid-marking period reports may be utilized at the option of each middle school teacher.~~ The Teacher Access Center (TAC) shall remain open for the duration of the marking period and until the marking period report deadline.
8. Teachers shall participate in eighteen (18) hours of after school parent conference time per year. Compensation time shall be scheduled per the calendar agreement. Conferences shall be scheduled during the week in which mid-twelve week marking period progress reports are available (i.e. the seventh week): six (6) hours each twelve-week marking period. A half day for students will be provided to accommodate afternoon conferences each twelve-week marking period. The faculty team shall select the conference option times for each twelve-week marking period from those provided in the calendar.
9. In place of literacy night, the middle schools shall engage in the community through 6th grade orientation, 7th grade career night, and 8th grade promotion ceremonies. Bargaining unit members will select one (1) of these after-school events to attend as their second (2nd) semester required open house per Article 6 Section B.
10. Grade(s) will be entered regularly in the student information system.
11. The parties have agreed that the contract provisions referring to the above-cited working conditions applying to a middle school program will remain in the main body of the Contract. The provisions as set forth in this Letter of Agreement shall take precedence over the old middle school provisions during any period that the School District maintains a middle school program with a six (6) period day as defined in this Letter of Agreement unless modified by mutual agreement. All other contract provisions shall remain in full force and effect.

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

12. Both parties to this Agreement are committed to involving the teaching staff in meaningful input regarding the continued development and implementation of the middle school. The parties have agreed to the establishment of a Middle School Steering Committee. This Committee will be made up of four (4) teachers, one (1) per middle school, excluding alternatives, elected by the KEA members in that building and four (4)

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

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

13. This Letter of Agreement is for the 2023-24 school years and may be renewed and/or renegotiated no later than May 30, 2024 upon the agreement of both parties. If not renewed or renegotiated, the middle schools' program (grades 6-8) will revert back to a six (6) period day trimester school year without teams but maintaining class size, preps, and other compensation referenced within this document. This Letter of Agreement neither sets a precedent nor constitutes a practice.

For the Kalamazoo Education Association:

For the Kalamazoo Public School District:

~~/s/Millie Lambert~~ **Heather Reid**
~~August 1, 2014~~ **August 24, 2024**

~~/s/Sheila Dorsey~~ **Marshall Grate**
~~August 1, 2014~~ **August 24, 2024**

Revised: May 26, 2010; August 16, 2010; April 15, 2011; August 16, 2011; May 1, 2012; May 15, 2013; April 22, 2014; August 1, 2014; July 27, 2016; August 15, 2018; September 14, 2023, **August 24, 2024**

Letter Includes 2 Attachments: Sample Trimester Schedule Middle School and Examples for Counting Preps Middle School

LETTER OF AGREEMENT #4
between the
KALAMAZOO EDUCATION ASSOCIATION
and
KALAMAZOO PUBLIC SCHOOLS

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

The Kalamazoo Education Association, hereinafter known as the “Association”, and the Kalamazoo Public Schools, herein known as the “District”, hereby agree to the following with respect to the implementation of Trimester Scheduling at Phoenix, Kalamazoo Central and Loy Norrix High Schools beginning with the 2019-2020 school year.

I. COMMON PROVISIONS

- A. The regular school day shall consist of five (5) instructional periods for students, each of which will be no less than seventy (70) minutes.
- B. Passing time between classes shall be five (5) minutes.
- C. The District shall provide a thirty (30) minute duty free lunch period for all Association members. This thirty (30) minute duty-free lunch includes one (1) five (5) minute passing time either to or from lunch.
- D. Subject to Article 6, Section G, the District shall provide each full-time teacher with one planning period per school day of no less than seventy (70) minutes.
- E. Team planning (required for Loy Norrix and Kalamazoo Central only) and regular planning periods for part-time staff members shall be pro-rated in accordance with his/her assignment.
- F. Beginning the 2023-24 school year, the District’s obligation toward scheduling co-teachers with a common plan time shall be limited to a special education teacher sharing a common plan time with one (1) general education teacher, and no special education teacher shall team with more than two (2) teachers per trimester and no more than two (2) subjects per trimester. Beginning with the 2024-25 school year, if a co-teacher is paired with more than one (1) co-teacher that results in a different plan time, then the District shall pay up to one (1) hour per week at the curriculum rate that is documented by the co-teachers completed timesheet(s). Payment is conditioned on timesheets and lesson plans being submitted to the principal during the pay period worked.
- G. The District shall make every effort to keep the number of preparations, hereafter referred to as prep(s), for each teacher to a minimum. It is expected that the normal load of preps be three (3) per trimester. A teacher will not be assigned more than seven (7) preps per year.
- H. In the event a teacher has more than three (3) preps per trimester, the teacher shall be entitled to premium compensation of four hundred dollars (\$400) per additional prep per trimester.

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

When counting the number of preps for the year, the same course shall count as one (1) prep regardless of the number of times it is taught that year. For example, English 9 A and English 9 B (a two trimester course in

this example) might be taught by the same teacher first and third period during first and second trimester and second and third trimester which would count as two preps for the year and two preps for the second trimester when both first and second parts of the same course would be taught during the same (second) trimester, and necessitate separate lesson plans.

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

In the unlikely event that a teacher is assigned more than seven (7) preparations in a year, the following provisions will be used: the affected teacher and an Association Representative designated by the Association President must be consulted, and both must agree to the additional prep. If a request is granted for a number of preps over seven (7), up to a maximum of ten (10), then the teacher will receive additional compensation in the amount as follows:

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

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

- I. The number of preps per trimester would be counted based on the course and the portion of the course being taught that trimester. For example, if a teacher had Chemistry A and Chemistry B (a one trimester course in this example) two (2) periods, Forensic Science (a one trimester course in this example) for one period, and Environment Science (a one trimester course in this example) for one period all in the same trimester, that would count as four preps for that trimester. The parties have agreed on the attached examples, which are illustrations only and are not exhaustive.
- J. The District shall make every effort to ensure that students successfully complete the “A” portion of a course prior to taking the “B” portion of the same course. In addition, the District shall make every effort to consecutively sequence the “A” and “B” portions of a course.
- K. Schedules, professional development, and meeting requirements for teachers with assignments in more than one building shall be coordinated cooperatively on a case-by-case basis by the building administrators with input from the teacher and copied to all parties and Human Resources.
- L. The District shall ensure whenever necessary that scheduling is appropriately coordinated with EFE, EFA and KAMSC classes that exist outside of the Phoenix, Kalamazoo Central and Loy Norrix High School environments.
- M. Mid-trimester progress reports shall be required for all students. The period being evaluated in the mid-trimester marking reports shall be the first six (6) weeks of the twelve (12) week period/trimester.
- N. Teachers shall participate in eighteen (18) hours of after-school parent conference time per year. Comp time shall be scheduled per the calendar agreement.

Conferences shall be scheduled during the week in which mid-trimester progress reports are available (i.e., the seventh week): six (6) hours each trimester. A half day for students will be provided to accommodate

afternoon conferences each trimester. The faculty team shall select the conference option times for each trimester from those provided in the calendar.

- O. Per the permanent agreement on calendar, exams shall be conducted in accordance with provisions of the Calendar Rules in Appendix 4 of this agreement (See item 13).
- P. Grades are due by close of business on the records day following exams.
- Q. Beginning with the 2012-2013 school year, two (2) additional minutes of instruction will be added to the student day to provide for the adjustment in the trimester conference schedule and trimester exam schedule. This shall be done by moving the tardy bell two (2) minutes earlier so that one (1) minute shall be added to first period and that one (1) minute added to the fourth period.

The District agrees to facilitate the attendance of students enrolled in EFE and EFA county programs. The District also agrees to hire substitutes for said programs at KCHS/LNHS for records days per the calendar agreement.

II. GRADE 9 KALAMAZOO CENTRAL AND LOY NORRIX

- A. Ninth grade students will continue to be organized into small learning communities called “Freshman Academies” at Loy Norrix and Kalamazoo Central High Schools.
- B. If the number of students assigned to any Freshman Academy English, mathematics, science, or social studies team teacher is thirty-two (32) or more students in a class, that teacher shall be entitled to premium compensation in accordance with Schedule B of the Agreement. A determination of class counts shall be made no later than fifteen (15) student days after the first day of the first trimester and ten (10) days after the first day of the second and third trimesters. After the initial determination of class counts, if the number is exceeded, the teacher will be eligible for the additional payment.
- C. Freshman Academy teachers assigned to teach Non-Freshman Academy classes shall be entitled to premium compensation per class per trimester in accordance with Schedule B of this agreement if thirty-six (36) or thirty-seven (37) students are assigned to the class.
- D. Teachers assigned to teach English, mathematics, science, and social studies in the same Freshman Academy shall receive their planning time during the same seventy (70) minute block per day.
- E. The District shall provide each full-time teacher with a seventy (70) minute planning period per school day. A portion of said planning time, not to exceed seventy (70) minutes per meeting for two (2) meetings per month, will be utilized for team planning where teams exist.
- F. Each Freshman Academy shall have an Academy Team Leader, selected according to the provisions stated in Section IV of this Letter, who will be a member of the team, and teach a full schedule of classes, where appropriate, in the Freshman Academy. The Academy Team Leader will be responsible for coordination of goals determined by the team.

III. GRADES 10-12 KALAMAZOO CENTRAL AND LOY NORRIX

- A. If the number of students assigned to any classroom teacher is thirty-six (36) or thirty-seven (37) students in a class, that teacher shall be entitled to premium compensation per trimester per class in accordance with Schedule B of the Agreement. A determination of class counts shall be made no later than fifteen (15) school days after the first day of the first trimester and ten (10) days after the first day of the second and third trimesters.

- B. If a Non-Freshman Academy teacher is assigned to teach a Freshman Academy English, mathematics, science, or social studies class, that teacher shall be entitled to premium compensation per class per trimester in accordance with Schedule B of this agreement if thirty-two (32) or more students are assigned in a class.
- C. The District shall provide each full-time teacher with a seventy (70) minute planning period per school day.

IV. FRESHMAN ACADEMY LEADERS

- A. Selection: The Academy shall have an Academy Leader who shall be jointly selected by the principal and the respective members of each Academy, no later than the second week of the school year. These Academy Leaders shall be compensated in accordance with the extra-duty schedule applicable thereto. In the event that the principal and the members of an Academy cannot reach agreement as to who should be selected as Academy Leader by the second week of the school year, the issue as to who will be appointed as the Academy Leader shall be referred to a committee of four (4) people within five (5) calendar days. That committee shall be composed of two central-office administrators designated by the Superintendent; the President of the Association; and a building Association Representative selected by the Association at the affected building. When making its decision, the committee shall seek input from the principal and all staff members in the affected Academy. The decision of the committee shall be binding. If such committee cannot reach a decision by the end of the fourth week of school year, the Superintendent shall be notified, and will have thirty (30) calendar days to make a final determination.
- a. Compensation: Academy Leaders will be compensated an additional ~~\$1,204.96~~ **\$1,235.08** for their additional responsibilities.

V. ADDITIONAL CONDITIONS RELATED TO THE TRIMESTER SCHEDULE

- A. This Letter of Agreement is for the ~~—2023-24~~ **2024-25** school years and may be renewed and/or renegotiated no later than ~~April 1, 2024~~ **April 1, 2025**, upon the agreement of both parties. If not renewed or renegotiated, the high schools' program (grades 9-12) will revert back to a six (6) period day as stated within the 1994-1996 Agreement.
- B. This Letter of Agreement neither sets a precedent nor constitutes a practice.

For Kalamazoo Education Association:
~~/s/Amanda Miller~~ **Heather Reid**
August 11, 2017 **August 23, 2024**

For Kalamazoo Public School District
~~/s/Sheila Dorsey-Smith~~ **Marshall Grate**
August 1, 2017 **August 23, 2024**

Revised: April, 2011; May, 2011; August 16, 2011; May 9, 2012; May 15, 2013; April 22, 2014; August 1, 2014;
Renumbered from #5 to #4 on 9/3/2015; July 27, 2016; August 11, 2017; September 14, 2023

LETTER OF AGREEMENT #7
Between the
KALAMAZOO EDUCATION ASSOCIATION
And
KALAMAZOO PUBLIC SCHOOLS

RE: Non-Kalamazoo Education Association bargaining unit employees teaching ~~Education for Employment (EFE)~~ Career Technical Education (CTE) and Education for the Arts (EFA) classes in a Kalamazoo Public Schools building

Employees who are covered by collective bargaining agreements between various Kalamazoo County School Districts and Kalamazoo County Education Association or the South Michigan Education Association that perform instructional services in various ~~Education for Employment (EFE)~~ Career Technical Education (CTE) and Education for the Arts (EFA) classes hosted in the buildings of the Kalamazoo Public Schools shall be allowed to continue to perform Kalamazoo Education Association bargaining unit work if they were assigned to those programs ~~prior to August 16, 2017~~. As long as these programs continue the District shall contribute the sum of \$1,000.00 per teacher per year to the Kalamazoo Education Association Scholarship Fund.

Any subsequent EFE program classes that are vacant in Kalamazoo Public Schools Buildings shall be awarded to a KEA bargaining unit employee if qualified and available. If no person is qualified and an employee from a partner district is placed in the position, then the district shall be allowed to permit them to perform KEA bargaining unit work if the District contributes the sum of \$1,000.00 per year to the Kalamazoo Education Association Scholarship Fund.

For the Kalamazoo Education Association:

For Kalamazoo Public Schools:

/S/

~~Amanda Miller,~~ Heather Reid

President

8/21/2015

/S/

~~Sheila Dorsey-Smith,~~ Marshall Grate

~~Assistant Superintendent for Human Resources~~

8/21/2015

Revised: January 2010; February 2012; January 13, 2013; August 21, 2015

Renumbered from #13 to #7 on 9/3/2015, July 27, 2016, August 19, 2024

LETTER OF AGREEMENT #11
Between the
KALAMAZOO EDUCATION ASSOCIATION
And the
KALAMAZOO PUBLIC SCHOOLS

May 2, 2017

The Kalamazoo Education Association (“KEA” or “Association”) and the Kalamazoo Public Schools (“KPS” or “District”) agree to a ~~5-Year pilot~~ program for the teaching of Chinese at Loy Norrix High School and Kalamazoo Central High School.

The Chinese language program is a ~~5-year~~ partnership between Western Michigan University, the Diether H. Haenicke Institute of Global Education, the Confucius Institute and Kalamazoo Public Schools. The teachers have an Expert Substitute Permit from the Michigan Department of Education that permits them to teach in KPS; along with a J-1 Visa that allows them to promote cultural and educational exchange opportunities in our schools.

Two teachers team teach a maximum of 2 class periods per day and are reimbursed for their travel expenses ~~at the cost of \$4,500.00 per year.~~

The District will donate ~~\$500.00~~ **\$1,000** per teacher team to the KEA scholarship fund **per year.** ~~for a total of \$1000.00.~~ This total was derived from the part-time nature of the work of the teachers.

This agreement does not establish a precedent, custom or binding practice in any other matter.

For the Association:

~~/s/Amanda Miller~~ **Heather Reid**
President
~~May 2, 2017~~ **August 19, 2024**

For the District:

~~/s/Shelia Dorsey Smith~~ **Marshall Grate**
Assistant Superintendent for Human Resources
August 19, 2024

Letter of Agreement #18
Between the
KALAMAZOO EDUCATION ASSOCIATION
And the
KALAMAZOO PUBLIC SCHOOLS

The Kalamazoo Education Association and Kalamazoo Public Schools agree to a change, as outlined below, in the pay rate for any Association member substituting in place of all or part of their regular duty schedule.

For the ~~2022-2023 and 2023-2024~~ **2024-2025** school years, the District will adjust the pay rates for Association employees who substitute after the date that this letter of agreement is executed.

1. The District will double the rate of pay for secondary employees who substitute on their plan period in Schedule B. Thus, the Association sub pay rate will be ~~\$46.80~~ **\$49.89** per hour.
2. Elementary classroom teachers who teach their own students plus additional students where the teacher is not the teacher of record will be paid an additional \$50.00 per day for each teacher that accepts students.
3. Elementary specials teachers who teach another classroom teacher's class will be compensated an additional \$50 per day.
4. Part-time teachers who substitute outside of their regular work time will be paid their regular per diem while substituting.
5. If an elementary teacher loses plan time, the teacher will be compensated at ~~\$46.80~~ **\$49.89** per hour, prorated.
6. ~~This LOA was negotiated along with the COVID LOA (April 2023) and are to be considered tie-barred for ratification.~~

This understanding does not establish a precedent, custom or binding practice in any other matter. This agreement shall expire on the last day of school in June 2024 **2025**.

For Kalamazoo Education Association:

For Kalamazoo Public Schools:

Heather Reid,
KEA President

8/12/24
Date

~~Sheila Dorsey-Smith~~ **Marshall Grate** Date

8/12/24

Letter of Agreement #19
Between the
KALAMAZOO EDUCATION ASSOCIATION
And the
KALAMAZOO PUBLIC SCHOOLS

The parties agree to the following with respect to half days for professional development for 2024-2025 school year:

1. The parties agree to add four (4) minutes to the 24-25 school year, in addition to the two (2) minutes that were added in the 23-24 school year to the instructional day in order to accommodate six (6) half days for professional development.

2. The parties agree that for the 24-25 school year, “after school” PD activities will be limited to the contract days only, no mandatory after school PD shall take place unless mutually agreed to by both parties as a part of the collective bargaining process. The parties acknowledge there are two (2) 1.5 hour PDs after school on September 18, 2024 and May 7, 2025.

3. In the event the parties agree through the collective bargaining process to revert back to after school PD, then the parties agree to follow all contractual calendar rules and the language in Article 6, Section B.

This understanding does not establish a precedent, custom, or binding practice in any other matter. This agreement shall expire on August 16, 2025.

For the Kalamazoo Education Association:

For Kalamazoo Public Schools:

Heather Reid,
KEA President

Marshall Grate

APPENDIX 4- CALENDAR RULES

Note: On July 25, 2023, the District imposed the 2023-24 calendar through the 2023 winter break, as published. Further negotiations relating to early release days, how it effects calendar rules, and their impact to working conditions should take place and attached to this contract as a separate LOA. No updates were negotiated and agreed to for the following calendar rules as part of the 2023 Tentative Agreement except:

~~“When Juneteenth falls on a date that affects a KEA Bargaining Unit member who is scheduled to work past that holiday, then the Bargaining Unit member will be paid an additional per diem amount for this day. Black out date rules apply.”~~

Background info: KPS recognized Juneteenth as a holiday for all employees per a memo sent out on May 23, 2023. moved to #30

1. ~~During the 2020-2021 school year,~~ The District will work collaboratively with the Association to publish a Google Calendar for the ~~2021-2022~~ school year. The District shall publish a calendar for the following school year no later than June 30 of each school year according to provisions of Article 6 of this agreement and the following rules:
2. New Teacher Orientation will take place two (2) weeks prior to the week of KEA bargaining unit ~~members~~ employees start date and will not exceed five (5) days from 8:00 A.M. -5:00 P.M. with a one (1) hour lunch each day.
3. There shall be no additional meetings before, during, or after work EXCEPT those covered by ADA/IDEA or as noted in calendar during the first two (2) teacher work weeks and the last teacher work week.
4. There shall be a maximum of ten (10) mandatory staff meetings at each building for no more than sixty (60) minutes. Elementary buildings may add an additional staff meeting for the purpose of scheduling parent-teacher conferences. There shall be no Monday staff meetings or Professional Development sessions immediately following breaks mandated by the Kalamazoo County Common Calendar except for after Thanksgiving and Spring Breaks.
5. A “Summary of PD HOURS” shall be distributed with letter to bargaining unit ~~members~~ employees in August prior to first working day of the year. Meeting schedules for the opening of schools will be mailed out to all KEA members two (2) weeks prior to the teacher start date.
6. As stated in Article 6 Section B “After School” Professional Development activities shall be limited to no more than two (2) hours on Monday and one and one-half (1.5) hours on Wednesday. When combined with staff meetings they shall not exceed two and one-half (2.5) hours in a given week. Article 6, Section A shall apply. There shall be no mandatory PD on “KEA Mondays.”
7. High School: There shall be parent teacher conferences during each trimester within one week of the midpoint of each trimester. The first trimester conferences shall be from one afternoon session from 12:30 P.M. to 3:30 P.M. and one evening session from 4:30 P.M. to 7:30 P.M. The second and third trimester conferences shall be two evenings, one from 4:00 P.M. to 7:00 P.M. and the other 5:00 P.M. to 8:00 P.M. If a teacher cannot meet with a parent, upon request, the teacher must meet with the parent before or after school or during the teacher’s planning time. There shall be two (2) evenings for High School parent-teacher conferences second and third trimester on two (2) evenings within a week of the mid-point of the trimester, as long as not on day of other mandatory after-school activities. Total hours of scheduled high school conferences per trimester shall be six, six, and six (6, 6, 6) for first, second and third trimesters respectively.

8. There shall be one evening for Middle School parent-teacher conferences per trimester on Thursday within one week of the midpoint of each trimester. There shall be one (1) afternoon for Middle School parent teacher conferences per trimester on the same Thursday within one week of the midpoint of each semester. Total hours of scheduled middle school conferences per trimester shall be six, six and six (6, 6, 6) for first, second, and third trimesters respectively. Middle Schools will retain half-days for conferences during the day.
9. The building decision on the date and time of parent-teacher conferences and preparation time for parent-teacher conferences must be made by vote of each faculty team (Faculty time is all KEA bargaining unit ~~members~~ **employees** and a single administrator) a minimum of three (3) weeks in advance and disseminated to all building staff.
10. PEEP, half-day ECSE and half-day Kindergarten conference sessions (fall and spring) will be handled as noted in the body of the calendar, utilizing a combination of compensation days and substitutes for those teachers having students in separate A.M. and P.M. sessions. Only teachers with two (2) half-day sessions must be provided with additional records time (one {1} day and conference sessions (two {2} days or four {4} half-days) per mutual agreement. The teacher has option of release time or compensation at the substitute rate. This shall fall within a two (2) week span whereas one (1) week of such time period falls before the two (2) weeks of elementary conference option.
11. Only teachers with two (2) half-day sessions must be provided with additional records time (one {1} day and conference sessions (two {2} days or four {4} half-days) per mutual agreement. The teacher has option of release time or compensation at the substitute rate.
12. Records Days
 - a. For all high schools, there shall be a total of five and one-half (5.5) teacher work days of “records days” per year following the trimester final exams for high schools. Allowable Pattern: (Each Trimester a half (½) day P.M. after finals, a half (½) day P.M. after finals, and a full day at end of trimester.) Grades shall be submitted on or before the close of business on “records day.”
 - b. There shall be a total of four and one-half (4.5) teacher work days of “records days” per year with at least one-half (0.5) day each six (6) weeks of instruction for middle schools. Grades shall be submitted on or before **6:00 P.M.** ~~8:00 A.M.~~ on the next work day after “records day.”
 - c. There shall be a total of three and one-half (3.5) teacher work days of “records days” per year for elementary schools. Report cards shall not be required to be completed until **6:00 P.M.** ~~close of business~~ on the day of “records day” ~~or later~~. The date of “records day” shall always correspond with the day grades are due. Elementary Schools will follow a Trimester schedule.
 - d. Elementary Art, Music, and Physical Education teachers (pro-rated for those less than one (1.0) FTE elementary) and teachers with two (2) half day sessions per mutual agreement shall receive an additional one-half (½) day “records day.” This shall be provided as release time or compensated at curriculum pay rate.
 - e. During records days, if teachers request and are granted permission, they will be permitted to complete record keeping responsibilities off site ~~to relieve district technology infrastructure from overload~~. The parties will review status in contract review.
 - f. The last teacher work day of each work year will be records/ work in rooms day for PreK-12.

13. The District shall schedule exams according to the following schedule: receive an additional one-half (1/2) day “records day.” This shall be provided as release time or compensated at curriculum pay rate.

High School Exam Schedule and Conference Schedule:

Each Trimester:

Day 1 (Full School Day) Day 2 (Half Day) Day 3 (Half Day)

Agreed to change to 5:00pm as part of High School LOA meeting.

Day 1 (Full School Day)	Day 2 (Half Day)	Day 3 (Half Day)
Normal School day 1st-3rd period Shorten 4th period by 20 minutes Add 20 minutes to 5th period for 90-minute exam	3rd period exam 90 minutes 4th period exam 90 minutes (Records time for teacher in the PM)	1st period exam 90 minutes 2nd period exam 90 minutes (Records time for teacher in the PM)

Conference Schedule Per Item 7 Above:
<u>First Trimester</u> Conference Day 1 1 half day of school** Afternoon Conferences 12:30 to 3:30 P.M. Parent Teacher Conferences 4:30 to 7:30 P.M.

<u>Second and Third Trimester</u> Conference Day 1 Full day of school* Parent Teacher Conferences 4:00-7:00 P.M.	<u>Second and Third Trimester</u> Conference Day 2 Full day of school* Parent Teacher Conferences 5:00-8:00 P.M.
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14. One hundred-eighty (180) student days of instruction and at least one thousand ninety-eight (1098) hours of instruction at all grade levels, **or MDE mandated hours/days. The Association will be notified and bargain any potential impact on wages for student contact time that exceeds the current contractual level.**
15. There shall be one hundred seventy-three (173) full student days of six (6) hours and fourteen (14) minutes maximum instructional time.
16. There shall be seven (7) half student days of three (3) hours and eleven minutes maximum instructional time. All of the half days shall be scheduled to start at the regular A.M. start time and will alternate between A.M. and P.M. schedule.
17. PEEP and ECSE schedules shall not exceed what is required for other elementary teachers. If program requirement doesn't require all scheduled hours of instruction time may be substituted as “records days” and/or professional development. Home visits required to be conducted by the program shall be conducted during work hours prior to or following instructional days.
18. Bargaining unit employee attendance and participation in “Literacy Night” shall be voluntary unless substituted as an “Open House” in accordance with Article 6, Section B.

19. "Ice Cream Socials and/ or "Meet and Greets" events are regarded as voluntary. ~~unless substituted as an "Open House" in accordance with Article 6, Section B.~~
20. Kindergarten Orientation shall occur once per year - Principals will conduct one (1) A.M. Orientation Session during work hours or one (1) P.M. Orientation Session during P.M. work hours and one (1) Orientation Session of one and one-half (1.5) hours.
21. An Orientation Session of one and one-half (1.5) hours between 5:00 P.M. – 7:30 P.M. will be conducted by Kindergarten teachers, for which compensatory time or compensation at curriculum rate of pay will be provided. If the District determines a second orientation session is needed it may be scheduled in May during work hours likewise conducted by the principal.
22. If required, the emergency make-up day and any subsequent make-up days will be inserted before those days at the end of the year outlined as half-days for high school exams.
23. During the first half day of school:
 - a. Elementary art, music and physical education teachers with only one (1) work site will assist building staff with student placement and assignment responsibilities.
 - b. Elementary art, music and physical education teachers with more than one (1) work site will not assist building staff. In lieu of these responsibilities, itinerant elementary art, music and physical education teachers with more than one (1) work site will be provided time to inventory materials, set-up classrooms and perform other professional responsibilities related to their regular teaching assignment.
 - c. PEEP and half-day kindergarten teachers will assist building staff with student placement and assignment responsibilities.
24. ~~Mid-quarter marking reports and~~ Mid-trimester progress reports:
 - a. Grades 9–12: Mandatory for all students receiving D's and F's
 - b. Pre-K–5 Level: The faculty team in each building will determine:
 - i. The criteria for disbursement (cutoff level that signals the need for a report to be sent home).
 - ii. The distribution method to be used.
25. The District and the Association agree to the following regarding future school calendars:
 - a. After March 1st of each school year, the School District will notify bargaining unit employees and community the following dates for the next school year:
 - i. First day of school for students
 - ii. Dates for winter break
 - iii. Dates for spring break
 - b. For the educational value for the students and the convenience of parents' planning, compensation days for conferences shall be aligned with the day before Thanksgiving and Spring Breaks. With a forty-five (45) day notice prior to the completion date of the District Calendar in Calendar Rule 1, KEA can notify the District that the Compensation Day attached to Spring Break shall be moved.

