

8/16/92

AGREEMENT

between

THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO

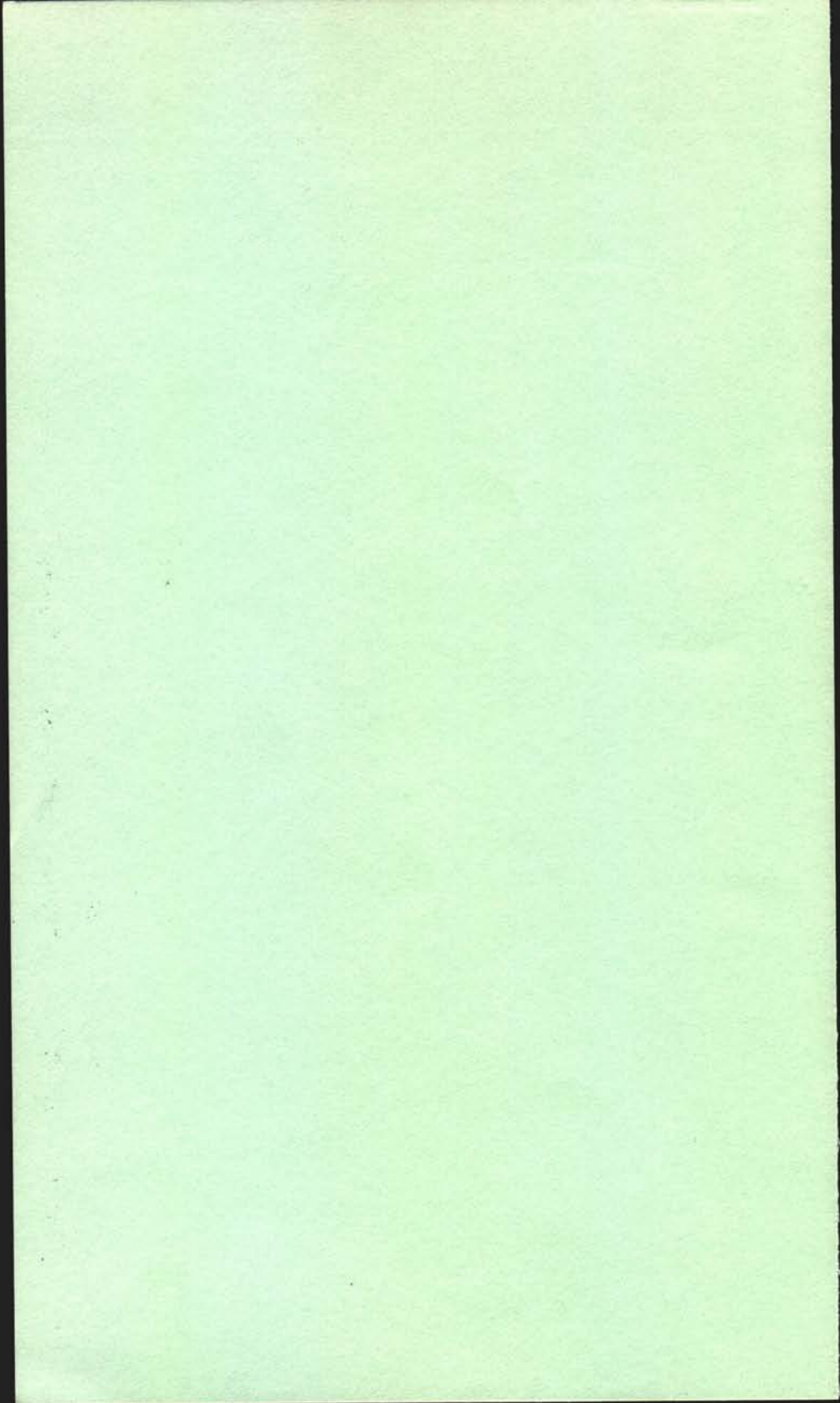
and

THE KALAMAZOO EDUCATION ASSOCIATION

1990 - 1992

Kalamazoo School District

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University



A G R E E M E N T

between

THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO

and

THE KALAMAZOO EDUCATION ASSOCIATION

1990 - 1992

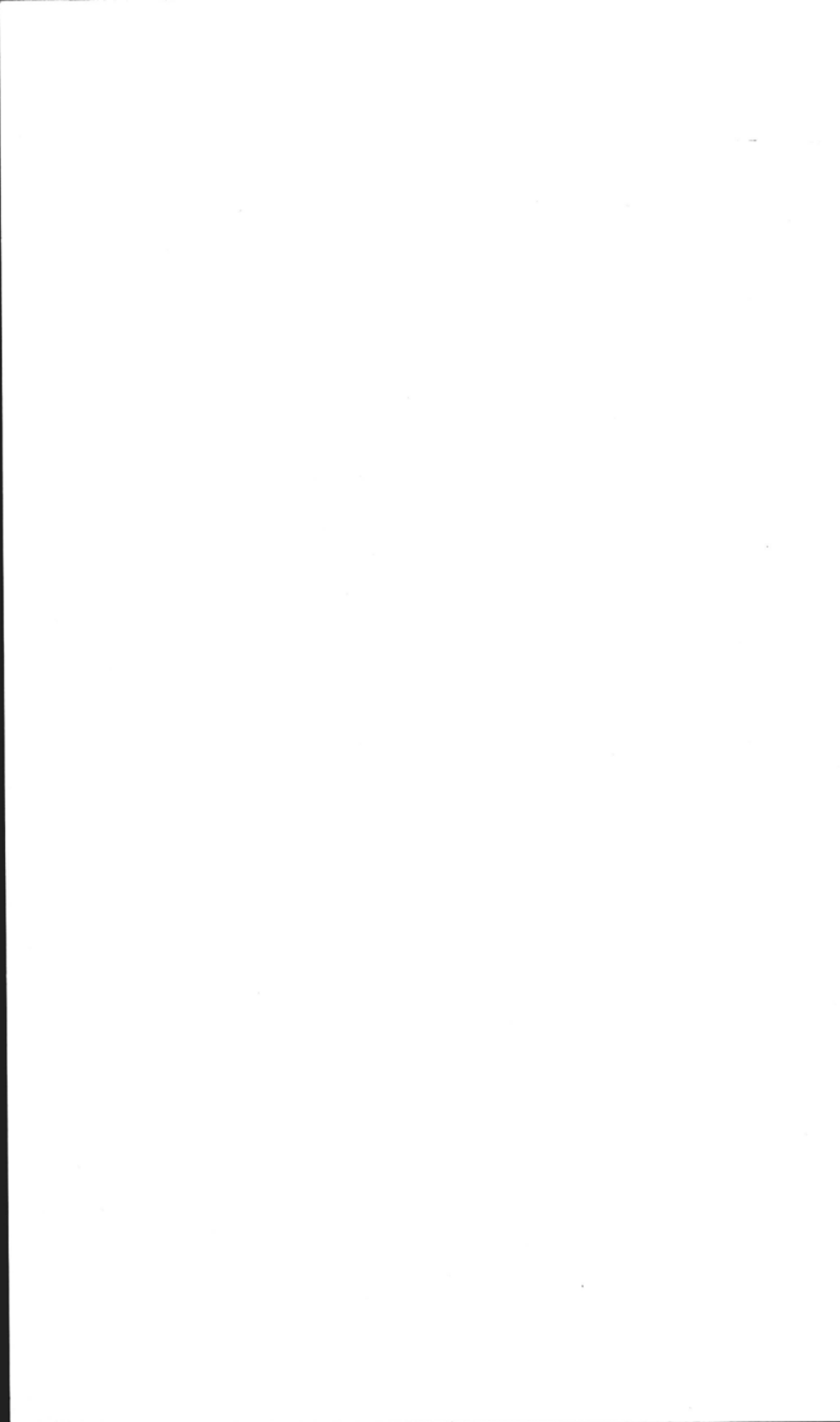


TABLE OF CONTENTS

	<u>Page</u>
Preamble	1
Article 1 - Recognition	1
Article 2 - Association and Teacher Rights	3
Article 3 - Board of Education Rights	6
Article 4 - Subcontracting and Use of Volunteers	6
Article 5 - Association Dues or Fees	7
Article 6 - Teaching Hours	9
Article 7 - Working Conditions	12
Article 8 - Academic Freedom	16
Article 9 - Teaching Assignments	17
Article 10 - Job Sharing/Part-Time	19
Article 11 - Transfers and Vacancies	21
Article 12 - Teacher Evaluation	27
Article 13 - Professional Improvement	29
Article 14 - Professional Behavior	30
Article 15 - Protection of Teachers	31
Article 16 - Grievance Procedure and Binding Arbitration	32
Article 17 - Prohibited Activity	36
Article 18 - Paid Leaves of Absence	36
Article 19 - Unpaid Leaves of Absence	39
Article 20 - Sabbatical Leaves	42
Article 21 - Professional Compensation	43
Article 22 - Instruction and Curriculum	49
Article 23 - Student Teachers	50
Article 24 - Maintenance of Standards	51
Article 25 - Seniority	51
Article 26 - Reduction of Personnel and Recall Procedure	52
Article 27 - Public Museum Provisions	57
Article 28 - Contract Review	58
Article 29 - Consortia	59
Article 30 - Duration of Agreement	60
Letter of Agreement #1: Mutual Responsibility	61
Letter of Agreement #2: Middle School Implementation	62
Letter of Agreement #3: Secondary Class Size	65
Letter of Agreement #4: Museum Professional Retirement and Job Security	66
Letter of Agreement #5: Racial Balance	67
Letter of Agreement #6: School Improvement	74
Letter of Agreement #7: Least Restrictive Environment	76
Letter of Understanding #1: School Calendar	77
1990-91 Calendar	79
1990-91 Calendar for Half Days	82
1990-91 Museum Schedule	84
Elementary Conference Schedule	85
Teacher/Student Days	86
Appendix B-1 and B-2 - Salary Schedule for Teachers	87
Appendix B-3 and B-4 - Salary for Museum Employees	89
Appendix B-5 and B-6 - Salary for Library Assistants/Physical Therapist Assistants	91
Appendix B-7 and B-8 - Salary Schedule for Nurses	93
Extra Duty Salaries	95
Grievance Report	97
Index	98

AGREEMENT

between

THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO

and

**THE KALAMAZOO COUNTY EDUCATION ASSOCIATION
(KEA)**

1990-92

THE AGREEMENT entered into as of this _____ day of September, 1990, by and between the School District of the City of Kalamazoo, including the Division of Public Museum, hereinafter called the SCHOOL DISTRICT, and the Kalamazoo County Education Association, an incorporated Association, hereinafter called the ASSOCIATION, affiliated with the Michigan Education Association, hereinafter called the MEA; and the National Education Association, hereinafter called the NEA. The School District and the Association shall be the sole parties to this Agreement.

WITNESSETH:

WHEREAS, the School District and the Association recognize and declare that providing a quality education for the children of the Kalamazoo Public Schools is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service; and,

WHEREAS, teachers and administrators are qualified to jointly assist in formulating policies and programs designed to improve educational standards; and,

WHEREAS, the School District has a statutory obligation pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment; and,

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, it is hereby agreed as follows:

ARTICLE 1 - RECOGNITION

Section A: Unit Description

The District hereby recognizes the KCEA as the exclusive and sole bargaining representative as defined in Act 379, Public Acts of 1965, as amended, for all certified professional personnel under contract employed full-time or on a regular basis part-time in the grades K-12 and including: classroom teachers, guidance counselors, museum professionals (curators), lead librarians, media specialist, placement specialist, school social workers, school psychologists, teacher consultants, speech and hearing specialist,

ARTICLE 1 - RECOGNITION (continued)

Section A: Unit Description (continued)

summer school teachers, driver education teachers, teachers of homebound and/or hospitalized, department chairpersons, co-op heads, occupational therapists, physical therapists, all leaders in the Student Services Department, academic and instructional specialists, teachers in the pre-kindergarten effective education program, special education pre-primary teachers, substitute teachers under regular teacher contract (contractual substitutes), and school nurses, but excluding: superintendent, assistant superintendents, directors, managers, heads of divisions, administrative assistants, assistant directors, assistant managers, all principals, assistant principals, deans, all coordinators and assistants, supervisors and assistants, chairperson of attendance, consultants with supervisory authority, supervisor of computer center, community school leaders, purchasing agent and assistant, accountant and assistant, research assistant, transportation supervisor, auditory, head branch public librarians, public library department heads, and any other person having executive authority or administrative or managerial functions.

The term teacher when used hereinafter in this Agreement shall refer to all certified professional employees represented by the Association in the bargaining unit as defined, except in those sections of the contract where the specific title of employee is applied to substitute for the term teacher; such as school nurse, museum professionals (curators), etc.

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

Section B: Full Commitments

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

Section C: Dominance Over Individual Contracts

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

Section D: Relation to Rules

This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the District.

ARTICLE 1 – RECOGNITION (continued)

Section E: Relation to Laws

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

Section F: Distribution of Agreement

Copies of this Agreement shall be printed at the joint expense of the District and the Association within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or when an individual contract is offered. Two hundred (200) copies of the Master Agreement shall be furnished to the Association for its use.

ARTICLE 2 – ASSOCIATION AND TEACHER RIGHTS

Section A

Pursuant to the Michigan Public Employment Relations Act, the District hereby agrees that every teacher 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 teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful, approved activities of the Association or collective professional negotiations with the District, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

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

Section B: Privacy Rights

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

ARTICLE 2 - ASSOCIATION AND TEACHER RIGHTS (continued)

Section C: Notification of Authority

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

Section D: Prior Consultation/Access to Information

The District agrees to furnish to the Association, in response to requests, information concerning the financial resources of the District which are available to the public and/or agreed to by the Superintendent, including but not limited to, annual financial reports and audits, register of the bargaining unit, tentative budget requirements and allocations, agendas and minutes of Board meetings, treasurer's reports, census and membership data, names, addresses and salaries of all teachers 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 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.

The District agrees it will not officially establish or implement any condition of employment affecting the terms of this Agreement without prior consultation with the Association. Nothing in this Agreement will be construed to limit the Board or its representatives from establishing and implementing such reasonable rules and regulations not in conflict with this Agreement as may be deemed best for the purpose of maintaining order, safety and efficient operation. Any complaint relative to the reasonableness of any rule or regulation established and implemented may be processed through the grievance procedure contained in this Agreement.

Section E: Consultation with Association

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

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

ARTICLE 2 - ASSOCIATION AND TEACHER RIGHTS (continued)

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 teachers 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, or handicap. Membership in the Association shall not be denied to any teacher because of race, creed, religion, color, national origin, age, sex, marital status, or handicap.

Section H: Joint Committee Pay

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

Section I: Association Meetings

The third Monday of each calendar month shall be reserved for after school building meetings called by Association representatives. If this time is not used by KEA, a meeting may be scheduled by the building principal. In addition, building representatives shall be permitted to call building meetings in the normal teacher meeting room or other convenience 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 of which shall be provided in each school building. The Association may use teacher mail boxes for Association communications to teachers.

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.

ARTICLE 2 - ASSOCIATION AND TEACHER RIGHTS (continued)

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: Teacher Records

All records pertaining to a teacher shall be kept in the teacher's file in the Human Resources Office or in the office of the immediate supervisor. Beginning with the 1982-83 school year, each teacher 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 teacher. After making an appointment for that purpose, teachers 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 a teacher's request, accompany the teacher during this review.

Section N: Teacher Residual Rights

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

Section O: Annexation and Consolidation

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

ARTICLE 3 - BOARD OF EDUCATION RIGHTS

The Association recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement and to the extent authorized by law, all rights to manage and direct the operations and activities of the school District and supervise the teachers are vested solely and exclusively in the Board.

ARTICLE 4 - SUBCONTRACTING AND USE OF VOLUNTEERS

Section A

The District hereby recognizes that tasks and duties which are professional in nature

ARTICLE 4 - SUBCONTRACTING AND USE OF VOLUNTEERS (continued)

Section A (continued)

and which fall within the scope of the work performed by bargaining unit members as identified in the recognition clause of this Collective Bargaining Agreement, constitutes bargaining unit work; and the District agrees that such tasks and duties which are professional in nature shall be performed by KEA bargaining unit members and shall not be subcontracted in any manner.

Section B: Non-Professional Tasks

The District may utilize persons other than KEA bargaining unit members to perform non-professional tasks even though such non-professional duties may have at one time been performed by bargaining unit members. The District may use volunteers or may subcontract such non-professional work without prior agreement of the Association.

Section C: Examples of Non-Professional Work

While the parties are in agreement that the terms "professional" and "non-professional" as they are applied to the historic duties of KEA bargaining unit members are difficult to define, the parties are in agreement that examples of such non-professional work includes the supervision of parking lots, the monitoring of hallways and locker rooms, the supervision of lunchrooms, the checking out of materials in libraries, and doing paperwork relative to the District's attendance policies. These examples are not meant to be inclusive or exclusive but do represent the understanding of the parties regarding the concept of non-professional tasks and duties.

Section D: School Nurses

It has been specifically agreed by the parties that with the exception of the one (1) school nurse position and the one (1) nursing position at CEYF that nursing services may be supplied in the School District as determined by the District.

ARTICLE 5 - ASSOCIATION DUES OR FEES

Section A

Any teacher who is a member of the Association or who applies for membership therein, may sign and deliver to the District an assignment authorizing deduction of membership dues in the Association, including NEA and MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the District shall deduct one-twentieth (1/20th) of such dues from the biweekly paychecks of the teacher for twenty (20) pay periods beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year shall be made on the basis of one-twentieth (1/20th) of such dues for each succeeding two (2) weeks during the school year ending in the month of June.

ARTICLE 5 - ASSOCIATION DUES OR FEES (continued)

Section B: Non-Member Fees

Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) calendar days beginning with the date of the commencement of teaching duties or any teacher hired thereafter within thirty (30) calendar days after the date of employment, as a condition of employment, shall pay as a fee to the Association an amount equal to membership dues payable to the Association, the NEA and the MEA, provided; however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Section A. Teachers who fail to comply with the above requirement shall be dismissed from their employment by the District according to the following procedures:

1. The Association shall notify the teacher of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the District in the event compliance is not effected.
2. If the teacher fails to comply, the Association may, in writing, with a copy sent to the teacher, demand that the District terminate the teacher's employment.
3. The District or its authorized agents, upon receipt of such demand for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said act. In the event of compliance at any time prior to discharge, charges shall be withdrawn.

Section C: Check-Off Remittance

With respect to all sums deducted by the District pursuant to authorization of the teacher, whether for membership dues or equivalent fee, the District agrees promptly to remit the same to the Association accompanied by the alphabetical list of teachers for whom such deductions have been made.

Section D: Authorization Forms

The United Profession Membership Form containing payroll deduction authorization, when properly signed and submitted to the Payroll Department shall be accepted as authorization for payroll deduction of United Profession dues.

Section E: Save Harmless

The Association agrees to indemnify and save the District harmless from and against any and all claims, suits, and/or any other form of liability that may arise out of or by reason of any action taken by the District in reliance upon or in compliance with the terms and provisions of this Article.

ARTICLE 6 - TEACHING HOURS

Section A

The regular school day for teachers covered by this Agreement shall start fifteen (15) minutes before the first bell in the morning admitting regularly-scheduled students to school and end fifteen (15) minutes after the bell rings dismissing regularly-scheduled students from school. Specific time schedules are included in Appendix A-6, School Calendar. Upon a teacher's request, exceptions may be authorized by the principal. Teachers are expected to remain after the close of the pupil's school day to accommodate parent-principal, student-principal consultations when requested. The principal shall make a reasonable effort to assure that the teacher has sufficient time to prepare for such conferences. On Fridays and on days preceding holidays or vacations, the teacher's day shall end upon fulfillment of his/her responsibilities.

Section B: Required Meetings

Nothing herein contained shall be construed to relieve unit members from their obligation to attend and participate in parent-teacher conferences and building, departmental and other meetings called by the Administration. Teachers shall be required to attend not more than one (1) open house each semester. Such open houses may be scheduled only on Monday through Thursday during the school week.

No teacher shall be required to attend after-school meetings scheduled by the District for more than three (3) hours of meeting time per week. No staff meeting will extend beyond 5:00 p.m. For the purpose of this limitation, the following shall be excluded:

Joint Association-District committees, system-wide curriculum meetings involving entire staffs (i.e., all elementary, all junior high, or all senior high teachers), parent-teacher conferences, general staff meetings called by the Superintendent, KEA meetings called by the Association or any meetings required by State and/or Federal regulations involving special education students (i.e., IEPC). Teachers shall attend after school functions which they sponsor.

All required meetings shall commence no later than thirty (30) minutes after the earliest dismissal of any affected group and shall be limited to two (2) hours in duration and shall not go beyond 6:00 p.m. in elementary and 5:00 p.m. in secondary.

Regular building, departmental and curriculum meetings will be scheduled at the start of each semester. The schedules will be distributed to teachers for the first semester by October 1 of 1990, and on the second Monday of the first semester in succeeding years. Schedules for the second semester will be distributed to teachers by the Friday immediately preceding Winter Recess. The administrator who is going to cancel such a regularly-scheduled meeting shall give the staff at least seven (7) days' notice of such cancellation, if such notice is possible.

A special document notifying the staff of other required meetings shall be produced by the Department of Human Resources. The document notifying staff of such other required meetings shall be in each building for distribution to the staff on the Tuesday morning preceding the week in question.

ARTICLE 6 - TEACHING HOURS (continued)

Section B: Required Meetings (continued)

The District shall not schedule required meetings on either the second or fourth Thursday of any month.

The schedule for required meetings can be changed by the District in the case of an emergency, such as a snow day or building disruption.

Section C: Duty-Free Lunch Periods

Duty-free lunch periods for all full-time teachers in the junior high and senior high schools will be provided. Such period shall equal one (1) module, or one-half ($\frac{1}{2}$) class period at the junior high school level, and no less than twenty-five (25) minutes at the senior high. Full-time elementary teachers will receive thirty (30) minutes duty-free lunch periods except in special education programs or in regular elementary schools where adjustments may be made with the understanding that equivalent compensatory time will be provided for teachers in such programs and/or in those schools in which shortened lunch periods are scheduled and in which the school day is shortened by an equivalent length of time. Teachers will not be required to remain in the building during this time provided they notify the building office.

Section D: Weekly Work Load

The normal weekly teaching load in the junior high and senior high schools for all full-time teachers will be twenty-five (25) teaching periods and five (5) assigned preparation periods. Assigned supervisory periods shall be considered teaching periods.

Section E: Planning Time

The District will provide planning time to every elementary teacher. Such time will be scheduled during the art, music and physical education classes. These special classes will be a minimum of thirty (30) consecutive minutes in length. Full-time special area teachers will also have equivalent planning periods. Such time is to be in addition to the fifteen (15) minutes before and after regular student time.

It is recognized, however, that the constraints of financial resources and/or extenuating circumstances, may prevent implementation of this planning time every day for every teacher. In any event, however, every full-time elementary teacher shall have a minimum of 150 minutes planning time each week, averaged over a two (2) week period. Part-time teachers in the elementary school will receive a prorata amount of planning time.

To ensure the most effective implementation of this article, the Contract Review Committee will review and monitor each building's teaching schedule for the purpose of working toward the goal of providing thirty (30) minutes planning time per day.

Full-time special education teachers will receive an equivalent of planning time, but it may be prior to student arrival in the morning, and/or following student dismissal time in the afternoon if the students' day is different from the regular elementary day.

ARTICLE 6 - TEACHING HOURS (continued)

Section F: Additional Elementary Planning Time

In addition to the planning time provided in Section E, each elementary classroom teacher shall be provided daily twenty (20) consecutive minutes of planning time, following and contiguous to the teacher's lunch period. Students during such periods shall be supervised by non-bargaining unit members.

Special teachers such as art, music, physical education, instructional specialists, itinerant special education, librarians and student services shall also receive an additional amount of planning/preparation time equal to 200 minutes over each full two (2) week period. No one block of planning/preparation shall be less than twenty (20) minutes in length. Such planning/preparation time may be scheduled following the first bell at the start of the school day; contiguous to lunch or existing planning time; at the end of the school day prior to students' dismissal; or at other times during the school day following consultation between the building principal or coordinator and the affected teacher.

The parties agree that a committee shall be established to monitor this planning time provision. The committee shall be composed of eight (8) members, four (4) to be appointed by the Association and four (4) to be appointed by the School District. The District agrees to provide all data in a timely fashion needed for the committee to effectively monitor this provision and prepare the report.

Section G: Planning Time Exclusions

When assembly programs, fire drills, and emergencies conflict with a teacher's planning time, this provision shall not apply.

Section H: Inclement Weather and Make-Up Days

When road conditions, weather, or other acts of God make transportation impossible, personnel shall (1) contact the person to whom they are responsible; and (2) report for work as soon as conditions clear. When, in the judgment of the Administration, a teacher's absence is caused entirely by dangerous road conditions, foul weather or other acts of God within the general area of the city of Kalamazoo, a pay deduction shall not be made. The September 1, 1978, residence of any teacher shall be considered to be within the general area of the city of Kalamazoo. When a teacher is delayed by the above conditions outside of the general area of the city of Kalamazoo, the day(s) absence may be deducted from personal business leave. If no personal business leave is available, there will be a full pay deduction. When due to the above conditions schools are closed by the Superintendent, teachers need not report for work and they need not contact the person to whom they are responsible. When regular school buses do not run, the Superintendent should consider this a factor in determining whether or not school should be closed.

The parties agree that the decision to hold school during Mid-Winter Break for statuted make-up days shall be made and communicated to staff no later than the close of school the Tuesday prior to the Mid-Winter Break. A similar pattern shall be followed to establish the calendar and snow days notification date for each year of this contract.

ARTICLE 7 - WORKING CONDITIONS

Section A

The parties recognize that the pupil-teacher ratio is an important aspect of an effective educational program. Therefore, the District shall maintain pupil-teacher ratio in accordance with the following provisions.

Section B: Staffing Levels—Elementary

1. In estimating building enrollments, the District will use its best projections, taking into account traditional enrollment increases that occur during the year at particular buildings.
2. On the basis of such projections, regular education classrooms will be staffed at a pupil-teacher ratio no greater than 26 to 1, excluding all personnel other than regular classroom teachers.
3. In the spring prior to making assignments for the following year, principals shall consult with the building staff regarding class composition, student distribution and teacher assignment, and shall make every reasonable effort to balance class sizes equally at all grade levels.
4. For two weeks prior to the start of school, prior to a final staffing of elementary buildings, the District will conduct a media campaign to encourage early enrollment of students.
5. If, during the course of the school year, unexpected increases raise the ratio beyond 26 to 1, the ratio under no circumstances shall exceed 27 to 1. When the ratio exceeds 27 to 1, a full-time teacher shall be added to the building.
6. Class size in a building by grade level shall not vary by more than three (3) pupils, and no classroom shall contain more than twenty-nine (29) students. Split classrooms shall not vary by more than six (6) pupils at each of the affected grade levels. This variance limitation shall exclude bilingual classes. Classrooms containing mainstreamed special education students shall not exceed twenty-eight (28) students. At the request of the affected teachers and principals, the Contract Review Committee (composed of District and Association representatives) may agree to waive the provisions of this paragraph for a period not to exceed one (1) year.
7. All initial variances from the above criteria shall be corrected by the Fourth Friday. Variances occurring after the Fourth Friday will be corrected within two weeks of identification. No adjustments will be made after the beginning of the fourth quarter. The Association and the District will consult regarding the above criteria.
8. The provisions in 3, 4, 5 and 6 above exclude kindergarten. Kindergarten classes shall initially be staffed at a building ratio of 24 to 1 and shall not exceed 26 to 1.

SECTION 7 - WORKING CONDITIONS (continued)

Section B: Staffing Levels—Elementary (continued)

9. For the purpose of applying the above criteria, a "building" shall be defined as grades 1-3 separately and grades 4-6 separately. Therefore, in K-6 buildings upper elementary and lower elementary divisions shall be considered separately.

Section C: Special Education Counting

An identified special education student, excluding speech, who is mainstreamed into an elementary regular education class for any portion of the day will be counted as a full-time student enrolled in that class.

Section D: Staffing Levels—Secondary

Recommended secondary class sizes shall be:

Subject	Class Size
All subjects not listed below	28
Industrial Arts	25
Vocational Shops	25
Art	25
Home Economics	25
Typing/Computer	25
Drafting	30
Pool	30
Physical Education	46
Study Hall	125
Counseling Groups	300

Section E: Maximum Sizes

With the exception of classes in music, study hall and counselling group assignments, it is hereby agreed that the maximum number of students assigned to any secondary teacher shall not exceed one hundred sixty (160) students per school day and thirty-seven (37) students per class period. The maximum for physical education will be two hundred thirty (230) per school day.

Section F: Notification of Limits

No later than ten (10) working days following the opening of school or five (5) working days following the onset of a violation of Section D thereafter, the District shall notify the Association of said violation and make the necessary adjustments.

ARTICLE 7 – WORKING CONDITIONS (continued)

Section G: Waivers

With written agreement from the Association, the District, and the affected teacher, class size maximums and the limitation on the number of students assigned to a teacher may be waived in individual cases.

Section H: Special Education Consideration

Special education class sizes shall comply with the Michigan State Board of Education Special Education regulations then in effect. Consideration will be given to the reduction of class sizes in regular education secondary classes where identified special education students are mainstreamed.

Section I: Teaching Materials

The District recognizes that appropriate teaching materials, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Further, that efforts shall be continued to seek and use textbooks and supplementary reading materials which contain the contribution of minority groups and women to the history, scientific and social development of the United States. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board agrees to act on the recommendations made by its representatives and the Association. The District agrees to keep the schools reasonably equipped and maintained. The Contract Administrator and the Director of Facilities Management shall meet once per month at the request of the KEA to discuss problems and issues relating to facilities. The meeting shall be an agenda item for Contract Review. Members or representatives of members impacted by facilities concerns shall be allowed to attend Contract Review during that portion of the agenda.

Section J: Clerical Materials

The District agrees to make available for teacher's use in each school typing, duplicating, stencil and mimeograph facilities to aid in the preparation of instructional material. Teacher-made instructional materials may be taken by the teacher to other buildings within the school system, in the event of the teacher's transfer.

Section K: Reimbursement for Teacher's Property

The District shall reimburse a teacher for the loss, damage, or destruction of personal property which was utilized in the performance of the teacher's instructional duties and which was damaged as the result of acts of nature, such as wind, fire and water. In addition, the District shall reimburse a teacher for loss, damage or destruction of personal property which was utilized in the performance of the teacher's instructional duties and which was damaged as the result of the acts of students, School District employees or other individuals who are responsible for such loss. Items utilized for

ARTICLE 7 - WORKING CONDITIONS (continued)

Section K: Reimbursement for Teacher's Property (continued)

instruction and personal property, such as glasses and watches, will not be subject to a depreciation factor when calculation is made relative to the value of such items. Items such as clothing and vehicles shall be subject to normal depreciation when calculating an employee's loss. The District will reimburse the teacher up to an amount equal to the deductible on the teacher's insurance which covers the loss; but in no case shall such reimbursement exceed \$500.00. There shall be no reimbursement for any loss or damage in cases where the teacher did not exercise reasonable care to secure and/or protect the personal property.

Section L: Teaching Facilities

The District shall provide:

1. A desk for each teacher in the District, as well as a lockable drawer space.
2. Appropriate space for each teacher to store coats, overshoes, and personal articles.
3. Chalkboard and bulletin board space in every classroom where needed.
4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.
5. A dictionary in every classroom where requested.
6. Storage space in each classroom for instructional materials.
7. Attendance books, approved grade-level paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibility.

Section M: Employee Facilities

The District shall make available in each school a lunchroom, restroom, and lavatory facilities for teacher use. A lounge or study area, appropriately furnished, shall be reserved for use by faculty, in which smoking shall be permitted. Provision for lounge and study areas will be made in all future buildings. Such facilities shall not be available to students.

Section N: Testing and Consultation Facilities

The District shall make available in each school a room, other than a hallway, for personnel for testing, consultation and program implementation.

ARTICLE 7 - WORKING CONDITIONS (continued)

Section O: Telephones

Telephone facilities shall be made available to teachers for their use. Telephones provided by the District are designed for school use and such calls shall take precedence over personal calls. At no time may telephones be used by teachers making long distance calls without the express permission of the building principal.

Section P: Parking

Parking facilities shall be provided for teacher use and reasonably maintained.

Section Q: Medical Testing

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

Section R: Library Services

The District recognizes that elementary library service is an integral part of the curriculum and will give due consideration to the restoration of professional elementary library staffing during the 1983-84 budget process.

Section S: Student Immunization

From August 30, 1982, forward, the District agrees to ensure that all new students enrolled in the Kalamazoo Public Schools shall meet minimum state immunization requirements.

ARTICLE 8 - ACADEMIC FREEDOM

Section A

The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.

Section B: Individual Expression

Freedom of individual expression for teachers is guaranteed and will be encouraged within the limits of the adopted curriculum and courses of study and the official policies of the District.

ARTICLE 8 - ACADEMIC FREEDOM (continued)

Section C: Teaching Diversity

The parties recognize that teaching is a complex discipline that is enhanced by freedom, creativity, and diversity of character and methodology among its faculty that provides a successful learning environment for all students. Further, in recognition of the fact that quality educators constantly strive to grow professionally, the District agrees to: 1) disseminate information and provide inservice training on methods of instruction; 2) encourage the exploration, staff development, and utilization of a variety of successful teaching methods; 3) encourage and assist teachers to incorporate the best of their preferences or personal styles into their teaching methods, and 4) plan and prescribe teaching methods used to assist teachers placed on a Plan of Assistance.

Section D: Student Rights

Within the purview of Paragraphs A, B and C above, the parties agree that students can expect and will receive: 1) a free and undistorted view of subject matter with varying points of view; 2) equal educational opportunity regardless of race, color, creed, sex, handicap, or national origin; and 3) confidential and professional treatment in regard to disclosure of information regarding a student's school and/or personal performance.

Section E: Positive Learning Experience

The District and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, and economic and social environment. To that end, the District and the Association agree that every effort will be made to maximize a positive learning experience in that classroom.

ARTICLE 9 - TEACHING ASSIGNMENTS

Section A: Assignment in Areas of Certification

Teachers shall not be assigned outside their area of qualifications and certification, except temporarily and for good cause. Said assignment shall be made only when no other practical option is available and with the teacher's approval. For the purpose of this paragraph, "temporarily" shall be defined as not to exceed the duration of the semester except that said time may be extended by mutual agreement between the Administration and the affected teacher. This paragraph shall also apply to summer school teachers.

Section B: Schedule Notification

Teachers who do not have a transfer request(s) on file with the District shall be notified in writing of their forthcoming schedule, school and grade assignment no later than the first full week in June.

Teachers who have filed a transfer request(s) shall be notified if such request(s) has been approved pursuant to the provisions of Article 11, Section D. If a teacher's transfer request(s) has not been acted upon before the end of June, such teacher shall be notified

ARTICLE 9 – TEACHING ASSIGNMENTS (continued)

Section B – Schedule Notification (continued)

in writing of their tentative assignment on or before June 30. Because transfer requests continue to be effective after June 30, it is understood that a teacher who has not rescinded their request(s) may still receive another assignment pursuant to such request(s). The District will remind the teachers who have filed transfer requests that they will not be receiving an assignment by the first week in June with a bulletin to that effect in "News About Us" during the month of May.

Teachers who may later be affected by a change in such schedule, school, subject or grade assignment will be notified and consulted by the School District as soon as practicable. Every effort will be made to avoid reassigning probationary teachers.

Section C: Additional Assignments

Any assignments in addition to the normal teaching schedule during the regular school year, including: driver education, extra duties enumerated in Appendix C, and summer school courses, shall not be obligatory but shall be with the consent of the teachers. If, in the judgment of the Administration, certificated teachers then in the employ of the District possess the required qualifications for such assignment, such then employed certified teachers shall be given preference in making such assignments. No teacher in the summer school program shall be required to work a split shift or to teach less than two (2) hours per day. The pay for teachers of programs referred to above shall be outlined in Appendix C.

Section D: Instructional Assistance

Teachers should request instructional assistance when needed in order to improve their teaching performance.

Section E: Daily Preparations

A building principal shall make every effort to keep the number of teacher daily preparations at a minimum.

Section F: Minority Personnel

The District and the Association, in recognition of the desirability of multi-ethnic representation on the teaching faculty, hereby declare a policy of actively seeking minority group personnel.

Section G: State Certification Code

It is understood and agreed that the District, in employing teachers, will comply with the requirements set forth in the State Certification Code.

ARTICLE 9 - TEACHING ASSIGNMENTS (continued)

Section H: Certification Preference

Prior to completing a schedule and at the teacher's request, a personal consultation will be held with said teacher by the appropriate administrator or department head. Teachers having the best qualifications, as determined by the District, to teach particular subjects within their area of specialization shall be given preference for these courses over other teachers in that discipline.

Section I: Non-Professional Assignment

No teacher in the secondary school shall be assigned lunchroom duty, hall duty or bus duty in lieu of a class assignment as part of his/her regular school day except when, in the judgment of the principal, it is absolutely necessary.

Section J: Supportive Services

Appropriate supportive pupil personnel services will be made available to teachers when requested.

Section K: Special Area Assignments

The District will attempt to schedule art, music, physical education classes such that no elementary classroom is serviced by more than one (1) special area teacher.

ARTICLE 10 - JOB SHARING/PART-TIME

Section A

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

Section B: Written Notification

Teachers wishing to participate in job sharing shall make written request to the Human Resources Department by the normal transfer date of the second Friday in May as established each year by the Human Resources Department prior to the year of implementation.

Section C: Posting

In the event that a job sharing vacancy becomes available after the application deadline, the position shall be posted.

ARTICLE 10 – JOB SHARING/PART-TIME (continued)

Section D: Approval

Approval can be granted with the agreement of the building principal and with agreement of the job sharing team, where applicable.

Section E: Work Schedule

The District retains the right to establish the daily work schedule.

Section F: Layoffs

In the event that layoffs become necessary, personnel assigned to job sharing will be subject to layoff in accordance with the same rules as applied to those in full-time assignments.

Section G: Recall

In the event that a job sharing assignment becomes vacant and a recall is required, the position will be posted and the most-senior applicant will be recalled.

Section H: Annual Increases

Teachers assigned to job sharing shall increase one (1) increment annually.

Section I: Compensation

Reimbursement shall consist of the prorated payment of salary, retirement and medical insurance premiums. Full payment for dental and vision insurance shall be made by the District. Proration of salary and benefits shall be at the same fraction as time worked in classroom instruction.

Section J: Job Responsibilities

Such job sharing and part-time teachers shall be responsible for all the regular duties performed by professional staff at no extra pay (excluding the existing procedure for kindergarten assignments), including:

- A. Preparing daily lesson plans.
- B. Preparing report cards.
- C. Responsibility for information given at staff and curriculum meetings held after the instructional day. (It will be required for meetings that at least one team member be present who will share the meeting contents with their partner. If there is no job share partner or part-time teacher who works on the day or time of the meeting, the teacher is responsible for obtaining the meeting content in a consistent and obvious manner. On occasion, actual attendance at staff meetings may be required. Such occurrences shall not average more than twice per semester.)

NOTE: Required attendance at a curriculum meeting held during the instructional day will be paid on a prorata basis if the part-time/job share teacher is not regularly scheduled to work.

ARTICLE 10 - JOB SHARING/PART-TIME (continued)

Section J: Job Responsibilities (continued)

- D. Attendance at parent conferences (equal to percent of contract time).

Section K: Length of Appointment

Appointment to job sharing will be for one (1) year. The District reserves the right to cancel a job sharing position at the close of the contract. The employee reserves the right to return to full-time employment the following year with prior notice to Human Resources by the normal transfer date of the second Friday in May as established each year by the Human Resources Department.

Section L: Substitution

In the event a job sharer substitutes for a partner, the teacher shall receive prorata salary.

ARTICLE 11 - TRANSFERS AND VACANCIES

Section A

The parties agree that unrequested transfers of teachers shall be minimized and avoided whenever possible. Involuntary transfers will be made only after the District has conferred with the Association and with the affected teacher, and only for reasonable and just cause. An analysis of educational needs and teacher certification will be the primary criteria for making involuntary transfers. All factors related to these criteria being equal, seniority will be the factor for considering involuntary transfers. The parties also agree that there may, from time to time, be an instance when in the best interests of education or of an individual teacher that involuntary transfers are made. In such instance, the District shall, after consulting with the Association, determine appropriate action. The teacher shall be entitled to consult with the Association and the principal prior to final action being taken on such transfer. Official notification of transfer shall be from the Human Resources Office. Such notification shall occur at least ten (10) days prior to the transfer taking place and will include written reasons for the transfer.

Section B: Transfer Requests

Teachers who desire a change in grade and/or subject assignment or who desire a transfer to another building shall file a written statement of such desire with the principal, Human Resources, and the Association on forms provided by the District. Receipt of application shall be acknowledged by the District within five (5) working days.

1. Transfer requests shall contain no more than three (3) choices.
2. The requests may be prioritized, at the option of the employee.
3. The District is obligated to act on only the most recent request(s) on the Master List and specific requests submitted for the May and/or July posting as indicated in Section D.

ARTICLE 11 – TRANSFERS AND VACANCIES (continued)

Section B: Transfer Requests (continued)

4. Any transfer requests may be withdrawn in writing at any time prior to written notification that the request has been granted.
5. If a member is granted a second or third choice and his/her first choice or a new position subsequently becomes available, the member must be considered for that position. Although a member has been granted their first choice, the member retains the right to apply for a posted position.

Section C: Request Deadline

Except for transfer requests in response to a specific posting, teachers must file transfer requests with Human Resources prior to the second Friday in May. (Master List) Teachers who have requested transfer or reassignment shall be notified by the Administration when action on said transfer or reassignment has been taken. The Master List requests for any school year shall remain active until the State-designated Fourth Friday of the subsequent school year. Any transfer request granted from the Master List by the District after the start of the school year may be refused by the requesting teacher. The District may fill such vacancies as provided in Article 11, Section D (paragraph 4). Transfer requests received at the start of the school year shall not become active for placement until after the State-designated Fourth Friday. If vacancies occur which allow for involuntary transfers to be reversed, the District will do so. If a bargaining unit member is notified of a reduction in a building or department after the second Friday in May, the affected member may request a transfer within ten (10) calendar days of such notification. (If more individuals volunteer to move as a result of a reduction in a building or department, only the more senior individual(s) needed to accomplish such reduction will be allowed to submit transfer requests.)

Section D: Vacancy Announcements

On or before the fourth Friday in May of each school year, the District shall announce in "News About Us" and/or special bulletins distributed to each bargaining unit member a posting which shall announce all vacancies resulting from known resignations, retirements, terminations, out of unit transfers and newly created positions. Teachers shall have the opportunity to submit transfer requests for the positions on said posting. Such requests must be submitted to Human Resources within ten (10) calendar days of the transmission of the posting. By the last day in June, all transfer applications shall be acted upon and affected members notified in writing.

During the first full week in July, the District shall mail a second posting of vacancies resulting from resignations, retirements, terminations, out of unit transfers and the creation of new positions. This posting shall be mailed to the KCEA office, every bargaining unit member and shall be posted on the bulletin board outside Human Resources. Teachers shall have fourteen (14) calendar days from the postmark date of the posting to submit transfer requests for positions announced in said posting. By the second Friday in August, all transfer applications shall be acted upon and affected members notified in writing.

ARTICLE 11 - TRANSFERS AND VACANCIES (continued)

Section D: Vacancy Announcements (continued)

For both the May and July postings, the District will make assignment decisions based upon transfer requests as submitted for the Master List and those transfer requests resulting from the individual posting (i.e., a transfer request submitted in response to the posting in late May will not be retained following the filling of those positions, and if a similar position is posted in the July posting, it would be necessary for a teacher to submit a new transfer request for that posting. Those transfer requests will also not be retained following the filling of the positions posted at that time.)

Vacancies created by transfer which are being filled by currently contracted teachers shall not be posted. Vacancies for which no transfer request is honored may be filled with new hires. Even though it is the intent of the parties to accomplish the majority of staffing by way of the aforementioned procedure, it is recognized that other vacancies may result in the School District as a result of resignations, retirements, terminations, out of unit transfers and the creation of new positions occurring subsequent to the second posting. Such positions need not be posted the following May if the incumbent in said position is a probationary teacher. The position will be reposted in May of the school year in which the incumbent is completing their probationary period. Assignments made to vacancies resulting from the granting of a transfer request need not be reposted the following spring.

It is not the intent of the District to prolong the posting of a position. Since variables beyond our control take place, it is difficult to set a definite time limit regarding each occurrence. Such a circumstance might occur if a teacher leaves a position at a time not covered by normal postings and a replacement is a probationary teacher. It is agreed that the District would remain cautious in allowing transfer rights to probationary teachers. It is also understood that the maximum time allowed to post a position, given the circumstances outlined above, would be three years. One additional year could be added if the teacher is entering a third year of probation.

Vacancies which occur in the School District after the second Friday in August as a result of resignations, retirements, terminations, out of unit transfers and the creation of new positions may be filled by the School District as it deems advisable. The District could utilize the Master List, fill with a new hire, fill with a displaced staff member, post such position, or take other action to fill as permitted by this Agreement. Assignments to such vacancies which are not made as a result of a posting will only be made for a one (1) year period, and such positions shall be posted on the May posting the following spring. Such positions need not be posted the following May if the incumbent in said position is a probationary teacher. The position will be reposted in May of the school year in which the incumbent is completing a probationary period.

Assignments made to vacancies resulting from the granting of a transfer request from the Master List need not be posted the following spring.

Teachers on a plan of assistance do not have transfer rights to move from their buildings during the period of time that they are on a plan of assistance.

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

ARTICLE 11 – TRANSFERS AND VACANCIES (continued)

Section D: Vacancy Announcements (continued)

The applicant can secure the application form from the Human Resources Department and the School Building Offices/Museum Offices. If an application is on file, it may be updated each year by the deadlines in Section C and D.

Section E: In-Building Transfers

Transfers within a building shall be made through the building principal.

Section F: New Teacher Assignment

No assignment of new teachers to a specific position in the school system shall be made until all pending requests for reassignment or transfer to that position have been acted on.

Section G: Non-Unit Vacancies

All openings for administrative or supervisory positions shall be announced in "News About Us" and/or special bulletins distributed to each bargaining unit member. Notices will include minimum qualifications, date of vacancy, required certification, application information and deadline for filing the application.

Section H: Qualifications

Applicants must meet all local and state qualifications for such position as defined in the announcement. Any qualified teacher may apply for the positions described in Paragraph G and all applicants will be given due consideration.

Section I: Extra-Compensation Positions

All openings for extra-compensation positions covered by this Agreement shall be announced in "News About Us" and/or special bulletins distributed to each bargaining unit member. The notice shall show the job title, the compensation involved, procedure and deadline for filing application and any other relevant information. Applications for said positions may be filed by the teacher for said extra-compensation positions. All applicants shall be considered with respect to their training and experience.

Section J: Reassignment Guidelines

The voluntary reassignment and/or transfer of a teacher will be made on the following basis: qualifications and certification, mutual agreement of teacher and Human Resources, educational need and seniority.

ARTICLE 11 – TRANSFERS AND VACANCIES (continued)

Section K: Part-Time Employee

The voluntary reassignment and/or transfer of a part-time bargaining unit member with full-time tenure will be made in accordance with Section J.

Section L: Department Heads

In those curricular areas in which the District determines there shall be a department head, such department head shall be selected jointly by the principal and the department staff before the end of school in June for the ensuing school year, and such department head shall be compensated in accordance with the extra-duty schedule applicable thereto. In the event that the principal and the department staff cannot reach agreement as to who should be selected as department head, the issue as to who will be appointed as the department head shall be referred to a committee of four (4) people. That committee shall be composed of the Director of Secondary Curriculum, the Superintendent of Schools, 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 department. The decision of the committee shall be binding.

Section M: Specialized Layoffs

In the event it becomes necessary to reduce the number of special education teachers; counselors; librarians; teachers of art, music, and physical education; and other such identifiable specialized categories, such reductions will be made on a District-wide basis by seniority.

Section N: Surplus Staff

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

Section O: Mass Reductions

In the event of building closings or movement of grades in elementary schools, all classroom teachers affected, including those returning from leaves of absence and currently laid off, will be placed through a bidding procedure with seniority being the major factor. Placement will be made following consultation between the teacher and the Director of Human Resources. Following posting of all available vacancies, the teacher will select three (3) preferred assignments. The posted vacancies will be revised as positions are filled. Any voluntary transfers for teachers not in the pool will be considered after the above procedure is completed or if the voluntary transfer request would create a position for a teacher in the pool.

ARTICLE 11 – TRANSFERS AND VACANCIES (continued)

Section P: Use of Substitutes

Except as hereinafter provided, substitutes shall not be used to fill newly created positions and vacancies resulting from retirement, resignation, termination or unpaid leaves of absence during the school year in the Kalamazoo Public Schools and at all times in the Kalamazoo Public Museum, for which the member has no return rights. The District agrees that a decision to declare a position vacant will be made within ten (10) working days and filled within thirty (30) additional working days from the day the position becomes vacant. At the Kalamazoo Public Museum, the Board shall have thirty (30) calendar days to declare a vacancy and ninety (90) additional calendar days to fill the position. During these periods, the positions may be filled with a substitute. The parties recognize that the District will utilize a substitute in such position until a teacher can be hired who is found to be qualified by the School District. The Association shall be notified in writing of such situation no later than the above-stated deadlines. Vacancies in the second semester may be filled with a substitute.

In the School District, if a vacancy occurs during the first semester prior to the forty (40) working day timeline set forth in this Section, and it is the decision of the School District that the position will be eliminated at the end of the then-current semester, the District shall have a right to hire an employee into said position for the remainder of that semester; but such new hire shall have no seniority rights or recall rights in the bargaining unit. If the District changes its decision and decides at a later date to continue the position for the remainder of the school year, the affected new hire shall have seniority rights and all other contractual rights from his/her original date of hire.

Section Q: Provisions for Museum

Unit members at the Kalamazoo Public Museum shall have full transfer rights to positions in the School District for which they are qualified and certified and unit members in the School District shall have full transfer rights to positions at the Kalamazoo Public Museum for which they are certified and qualified. All deadlines for KPS/KPM postings and transfer requests must be followed.

Section R: Designated Vacancies for Coaches

When the District posts the vacancies at the two high schools, it shall have the right once a year to indicate that one of the vacant positions at each high school will be filled by an individual who is qualified for a particular head coaching position. Such positions shall be limited to ten (10) sports [five (5) male, five (5) female] designated by the District. The following sports are designated:

<u>MEN</u>		<u>WOMEN</u>	
Basketball	Track	Basketball	Swimming
Soccer	Wrestling	Soccer	Track
Football		Volleyball	

At the time of such posting, the District will indicate which high school coaching position is being designated for that upcoming school year. When filling the vacancies at the

ARTICLE 11 - TRANSFERS AND VACANCIES (continued)

Section R: Designated Vacancies for Coaches (continued)

high schools, the District has the right to place a qualified coach in one of the posted vacant positions. Once an individual is assigned to a high school as a result of the aforementioned process, he/she must continue in the previously-designated coaching assignment for a minimum period of six (6) years. If the individual teacher who is placed in the high school as a result of a coaching assignment does not complete six (6) consecutive years of coaching the activity which resulted in his/her original placement, his/her teaching assignment shall be reposted at the conclusion of the school year in which the teacher concluded performing coaching responsibilities. The individual who held the vacated position may apply for the posted position on the same basis as teachers outside the building.

A teacher who was denied transfer due to the foregoing shall be awarded the next available position in the department at the high school where the coaching/teaching position was designated.

The teacher who is placed in the high school as a result of a coaching assignment shall be subject to the layoff and transfer provisions of this Agreement on the same basis as other staff.

ARTICLE 12 - TEACHER EVALUATION

Section A

The evaluation of the work and performance of all teachers is the right and responsibility of the Administration. The District and the Association agree that evaluation is necessary for the continuous improvement of instruction, for reinforcement of good teaching and for the identification of those areas for which a teacher may need assistance. The evaluation process shall provide for the use of recommendations for improvement and assistance to the teacher. Details of the evaluation form, evaluation system and the teacher's general responsibilities shall be shared in writing with teachers at the beginning of the school year.

Section B: Observations

It shall be the Administration's responsibility to conduct direct observations of the teachers' work, and to provide written summaries of these observations within five (5) work days of the observation. If an administrator believes a teacher is doing unsatisfactory work, the reasons shall be set forth in specific terms as well as an identification of the suggested ways in which the teacher is to improve and identification of assistance to be given.

Section C: Teacher Response

A teacher who disagrees with an observation or evaluation may submit a written statement which shall be attached to all copies of the observation or evaluation.

ARTICLE 12 – TEACHER EVALUATION (continued)

Section D: Observation Guidelines

All monitoring or observation of the work of the teacher shall be conducted openly and with the knowledge of the teacher by a qualified administrator. The parties agree that during an observation every effort will be made to maintain the normal teaching-learning process. The observation shall be reasonable in length.

Section E: Post Observation Conference

The teacher may request a post observation conference for the purpose of clarifying the written report and recommendation. The written request shall be submitted within five (5) work days of the receipt of the written report by the teacher.

Section F: Personal Interview

The personal interview between the teacher and the administrator shall be conducted prior to the submission of a written evaluation to the Human Resources Department.

Section G: Distribution

Three (3) copies of the written evaluation shall be submitted to the teacher in a personal interview, two (2) copies to be signed and returned to the Administrator, the other copy to be retained by the teacher.

Section H: Number of Observations

Probationary teachers shall be observed three (3) times and evaluated once each semester. Non-probationary teachers may be observed and evaluated each year. The number of observations and evaluations set forth in this section are minimum numbers and do not indicate that a teacher may not be observed or evaluated as the Administration deems appropriate.

Section I: Probationary Evaluation Deadline

No later than the first week of April of each probationary year, the final annual written evaluation will be furnished to the Human Resources Department and the teacher. If the report contains information not previously discussed with a probationary teacher, the teacher shall have the right to add information to his/her personnel file. In the event a probationary teacher is not continued in employment, the District will advise the teacher of the reasons therefore in writing. Copies of the above-mentioned records may be sent to the Association at the discretion of the teacher, and it shall be the teacher's responsibility to send said copies to the Association if he/she chooses to do so.

Section J: Personnel Committee Review

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

ARTICLE 12 – TEACHER EVALUATION (continued)

Section J: Personnel Committee Review (continued)

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

Section K: Plan of Assistance

Prior to a recommendation being made to the Board that a non-probationary teacher's services be terminated for unacceptable teaching performance, the following procedure shall be implemented:

1. The teacher's deficiencies shall be accurately diagnosed and fully documented.
2. The Administration shall provide a plan of assistance which includes the following:
 - a. Full description of each deficiency;
 - b. Specific steps for remedying each improvement;
 - c. Adequate assistance for achieving improvement;
 - d. Clear timelines for assistance and improvement;
 - e. Upon expiration of timelines, an evaluation to determine success of plan of assistance
3. If improvements required have been substantially achieved, no further action will be taken.
4. If improvements have not been substantially achieved, a determination will be made whether or not a second plan of assistance will be implemented.

ARTICLE 13 – PROFESSIONAL IMPROVEMENT

Section A: Continued Training

The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, foreign travel, and participation in community educational projects.

Section B: Conference Funds

Any funds budgeted for teacher conferences will be distributed at the building level by a committee composed of the building principal and teachers selected by the building staff. Any teacher who receives permission to attend a conference will be supplied with a substitute teacher if necessary. Teachers wishing to make use of this provision shall submit an S-55 to their principal at least five (5) days in advance of the anticipated

ARTICLE 13 – PROFESSIONAL IMPROVEMENT (continued)

Section B: Conference Funds (continued)

absence. The reason for the request shall be stated on the S-55. The terms and conditions of the reimbursement will be stated on the S-55 and returned to the teacher prior to the attendance of the conference. When disapproved, a copy shall likewise be returned to the teacher. At the end of the school year, the Association shall be given a copy of each S-55 covering educational conferences and meetings submitted by teachers during the school year irrespective of the action taken thereon.

ARTICLE 14 – PROFESSIONAL BEHAVIOR

Section A

Teachers 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 teachers 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

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

Section C: Just Cause

No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage or denied continued employment without just cause. Any such discipline, reprimand, reduction in rank, compensation or advantage, or denial of continued employment including adverse evaluation of a teacher'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 the adjudication of any complaint by a non-tenure teacher dealing with final evaluation or any matter covered by the Tenure Act. All information forming the basis for disciplinary action shall be made available to the teacher upon request.

Section D: Teacher Conference

No disciplinary action against a teacher shall be taken on the basis of a complaint by the District or its designated agent, parent, or student unless the matter is first

ARTICLE 14 - PROFESSIONAL BEHAVIOR (continued)

Section D: Teacher Conference (continued)

discussed with the teacher. A report of such disciplinary action which becomes a matter of record shall be submitted to the teacher and a copy may be included in the teacher's personnel file, provided however, said teacher is allowed to include a reply.

If a teacher 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.

ARTICLE 15 - PROTECTION OF TEACHERS

Section A

The District recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the teacher will refer the pupil to the principal or his/her designee and the School District will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil. Within ten (10) work days following receipt of the referral, the principal will notify the teacher of the steps to be taken. Within thirty (30) days following receipt of the referral, the principal will notify the teacher that all steps in the referral process have been completed.

Section B: Referral of Students

A teacher may send a pupil to the principal when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. The principal will communicate his/her action with respect to the matter to the teacher as soon as possible. Re-admittance of the student to class will be arranged after a review of the teacher's referral and a conference between the student and appropriate administrator. Further, the student will not be returned to class until an administrator has acted upon the referral and an oral and/or written communication has been shared with the teacher which outlines the administrator's disposition of the referral. Every attempt will be made to involve the parent in this 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 from school shall be made known to students, teachers and parents each year. School personnel will endeavor to achieve correction of a student's misbehavior through counseling and interviews with the student and his/her parents. When a teacher has students who, after the above methods have been exhausted, constitute serious behavioral problems, relief shall be as agreed to by the principal and the affected teacher as defined in the District policy dealing with student discipline.

ARTICLE 15 – PROTECTION OF TEACHERS (continued)

Section D: Physical Force

A teacher has the right to use such force as is necessary to protect himself/herself from attack, or to prevent injury to another teacher or student. Any case of physical assault upon a teacher shall be reported to the principal. The principal shall inform the teacher of all legal and contractual rights afforded the teacher. Upon the request of the teacher, the principal shall report the assault to the local police. In the event the principal is unavailable, the teacher will contact the Superintendent's Office prior to the police being notified. In any case of physical assault upon a teacher while performing his/her duties, the District and the Association will render all reasonable assistance to the teacher which may include legal counsel.

Section E: Corporal Punishment Guidelines

The District will adhere to all statutory requirements and responsibilities concerning corporal punishment. Also, within the first six (6) weeks of the 1990-91 school year, the District will conduct an inservice for all staff regarding their rights and responsibilities under the corporal punishment law. Additional inservice will be scheduled for staff hired after the start of the 1990-91 school year or as changes in the law might warrant. Inservice 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 teacher while properly performing his/her duties, the District and the Association will render all reasonable assistance to the teacher 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

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

Section H: Safety of Students

Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and student property and shall discharge their duties and responsibilities to said students and property according to the Michigan School Laws.

ARTICLE 16 – GRIEVANCE PROCEDURE AND BINDING ARBITRATION

Section A

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

ARTICLE 16 - GRIEVANCE PROCEDURE AND BINDING ARBITRATION (continued)

Section A (continued)

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 teacher with a grievance to discuss the matter informally with any appropriate member of the Administration.

A claim by a teacher 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 a teacher 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

A teacher who believes there is a basis for a grievance shall first discuss the matter with the building principal within five (5) working days of the cause of, or receipt of written notification of, or when the teacher knew or reasonably should have known of such grievance, either alone or accompanied by the Association representative. Other teachers who are not assigned to work regularly under a building principal shall discuss the matter with their immediate supervisor. Following such informal discussion, the parties shall draft and sign a joint memorandum specifying the date of the discussion, the issue and the disposition.

Formal Level

Step I - Building Level

If the matter is not resolved informally, the grievant or the Association may within five (5) working days of the date on the memorandum above, initiate formal proceedings by completing Step I, Parts A through D, of the Grievance Report form (Page 95) and filing it with the administrator whose signature appears on the informal memorandum.

The administrator shall, within five (5) working days of receipt of the formal grievance, meet with the grievant and Association representative, in an effort to resolve the grievance. Within five (5) working days of such meeting, the administrator shall dispose of the grievance by completing Part E and shall return the form to the grievant.

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

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

ARTICLE 16 – GRIEVANCE PROCEDURE AND BINDING ARBITRATION (continued)

Section A (continued)

Step II – Central Administration

Grievances precipitated by actions of the Central School Administration, the Office of the Director of the Museum, 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 teacher or Association knew or reasonably should have known of such grievances. Grievances not resolved at Step I need to be advanced to Step II by filing with the Director of Human Resources.

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

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

**Step III
Superintendent, Director of Museum**

Grievances unresolved at Step II may be advanced to Step III by filing with the Superintendent or Director of Museum.

Within fifteen (15) working days following receipt of the grievance, the Superintendent or the Superintendent's designee or the Director of Museum or his/her 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, or the Director of Museum or his/her designee shall render disposition by completing Step III, Part B, and returning the grievance form to the grievant. If such disposition resolves the matter, the grievant and the Association shall complete Parts C and D and shall distribute copies of the form as specified.

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

Step IV – Binding Arbitration

Grievances unresolved at Step III shall be advanced to Step IV by filing a Demand for Arbitration with the American Arbitration Association in accordance with its current voluntary Labor Arbitration Rules.

ARTICLE 16 - GRIEVANCE PROCEDURE AND BINDING ARBITRATION (continued)

Section A (continued)

Powers of the Arbitrator

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

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

Teachers 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 a teacher for loss of actual earning or what the teacher should have earned.

Section B: Fees of Arbitrator

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

Section C: Time Limits

The time limits provided in this article shall be strictly 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 D: Agreement Expiration

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

Section E: 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

ARTICLE 16 – GRIEVANCE PROCEDURE AND BINDING ARBITRATION (continued)

Section E: Abandonment of Grievance (continued)

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 17 – PROHIBITED ACTIVITY

Section A

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruption during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike as defined by Section 1 of the Public Employment Relations Act.

Section B: Unfair Labor Practice

The District also agrees that it will not, during the period of this Agreement, directly or indirectly knowingly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

ARTICLE 18 – PAID LEAVES OF ABSENCE

Section A: Sick Leave

Each regular full-time teacher shall earn accumulated sick leave credit at the rate of ten (10) days per annum. The full allowance for the year shall be credited at the beginning each year. Unused sick leave shall be cumulative from year to year without limitation. When a teacher's services terminate, a deduction will be made at such time for all sick leave used in excess of the earned amount.

Section B: Family Illness

Absences due to the illness of members of the immediate family or household shall be deducted from sick leave.

Section C: Holidays

Holidays occurring during illness shall not be considered deductible from the employees sick leave accumulation.

Section D: Evaluation of Credits

If the employee has no unused accumulated sick leave credits, a full deduction will be made. Deductions from salary made under this policy shall be determined by the Department of Budget and Finance on a prorated contractual daily basis.

ARTICLE 18 - PAID LEAVES OF ABSENCE (continued)

Section E: Sick Leave Statement

A statement of all accumulated sick leave shall be presented to each individual teacher on or before September 30.

Section F: Death

In the case of death, any unused accumulated sick leave up to a maximum of seventy-five (75) days shall be paid in a lump sum to the survivor named by the teacher. Such payment shall be computed by multiplying the number of unused sick days times the affected teacher's daily rate of pay at the time of death.

Section G: Worker's Compensation

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

Section H: Personal Business Leave

Personal business leave for teachers shall be provided at the rate of one (1) day per year cumulative to three (3) days, except that it will not be granted on a day preceding or following a holiday or vacation unless such request is based on an emergency. Any unused portion of the personal business leave shall accumulate to a maximum of three (3) days.

Personal business leave shall be governed by the following regulations:

1. The personal leave shall be used for the purpose of conducting business which is impossible to transact on the weekend or after school hours. Reasons such as family obligations, legal commitments (with the exception of legal action taken against the District by the Association or any member thereof, except in such cases in which the District subpoenas the teacher), religious observances, unusual circumstances related to professional growth, and emergencies are considered to be justification for the utilization of the personal business policy. Unused personal business leave in excess of three (3) days shall be added to accumulated sick leave. If available, personal days are not sufficient for religious observances; up to two (2) sick days may also be used for that purpose.
2. Teachers wishing to use the personal business leave shall submit an S-55A to the principal at least five (5) days in advance of said absence except in cases of emergency. The reason for said leave shall be stated as in (1) above on the S-55A without going into detail.

ARTICLE 18 – PAID LEAVES OF ABSENCE (continued)

Section H: Personal Business Leave (continued)

2. (continued)

The School District does hereby agree with the Association that the District will advise and instruct its administrators that when interpreting and applying Article 18, Section H, a teacher applying for the use of personal business leave must only list one of the reasons stated in subsection 1, and the teacher is not required and need not give additional information.

3. If the leave is considered an emergency, the S-55A may be submitted at the earliest possible time.
4. Personal business leave shall not be used by teachers for the purpose of seeking employment elsewhere.
5. Personal business leave shall not be used by teachers for the purpose of rendering services, of working either with or without remuneration for themselves or for anyone else.
6. If a reply to the S-55A has not been received prior to the date of absence, the teacher should contact the principal to get his/her response.

Section I: Immediate Family Deaths

A total of five (5) days of absence will be allowed for each death in the immediate family to enable the teacher to make arrangements for and attend the funeral when travel, distance or other circumstances warrant. Additional days of absence may be allowed but taken from sick leave and/or personal business leave. If there is no sick leave credit available, a salary deduction will be made on a prorated contractual daily salary basis. The immediate family is interpreted to include spouse, father, mother, sister, brother, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren. When two (2) individuals have lived together for a number of years, they will be covered by the above.

Section J: Funeral of Relative

One (1) day of absence per year will be allowed for the purpose of attending the funeral of a relative outside the immediate family. Additional days of absence will be allowed but taken from sick leave credit. If no sick leave is available, there will be a full pay deduction for these days.

Section K: Funeral of Friend

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

ARTICLE 18 – PAID LEAVES OF ABSENCE (continued)

Section L: Jury Duty

A teacher called for jury duty or to give testimony before any judicial or governmental tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation with the exception of cases involving legal action brought against the District by the Association, or any member thereof, except in such cases in which the Board subpoenas the teacher.

Section M: Association Days

The School District shall provide, at no cost to the Association, twenty (20) days per school year of released time for conducting Association business as deemed appropriate by the Association. If a substitute is not required, the day shall not be deducted from the twenty (20) days but shall be deducted from the thirty (30) days provided hereinafter. In addition, the District shall provide, at the cost of the regular per diem substitute rate, thirty (30) Association leave days per year to be paid by the Association and to be used as deemed appropriate by the Association. In addition, the Association may request up to an additional ten (10) days of Association leave at per diem substitute rate. These days may be granted or denied at the discretion of the District. The per diem substitute rate will not be billed to the Association unless it was necessary to actually get a substitute for the teacher on Association leave.

Section N: Teacher Call-In/Substitute Teacher Contact

The District agrees to maintain a list of qualified substitute teachers. Teachers shall be informed by the principal of a telephone number they may call to report unavailability for work and the time by which such calls must be placed. The reason for such unavailability shall be stated at that time. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to contact the Substitute Calling Service to endeavor to obtain a substitute teacher from such list who is qualified to fill such vacancy.

Section O: Special Area Substitutes

When teachers of elementary art, music, or physical education are absent, the principal shall contact the Substitute Calling Service to secure a competent substitute.

ARTICLE 19 – UNPAID LEAVES OF ABSENCE

Section A

An unpaid leave of absence shall:

1. Entitle the teacher to return to the same position that said teacher held at the commencement of the unpaid level of absence if said teacher returns to said position within ninety (90) student days from the time said leave commences.

ARTICLE 19 – UNPAID LEAVES OF ABSENCE (continued)

Section A (continued)

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

Section B: Leave Guidelines

A teacher may request an unpaid leave of absence due to illness, physical disability, childbirth (maternity or paternity) or child care subsequent to childbirth. The teacher has the option of using accrued sick leave benefits under Article 18, Section A, provided that a statement from a licensed physician is presented to the Human Resources Department upon request. In addition, teachers in the process of adoption proceedings may be granted an unpaid leave of absence.

When such leave of absence commences prior to the opening of school, the teacher shall be eligible to use the benefits prescribed in Article 18, Section A, upon the opening of school excluding teachers new to the system and providing that said teacher has taught for the system prior to the opening of school in the fall.

ARTICLE 19 - UNPAID LEAVES OF ABSENCE (continued)

Section C: Layoffs

During a period of impending layoffs, the District agrees to grant all requests for voluntary leaves for any reason to teachers who make such requests, except those who cannot be replaced by qualified and certified laid off teachers.

Section D: Termination of Leave

An unpaid leave of absence may be terminated at any time by mutual agreement between the teacher on leave and the Superintendent.

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 teacher who is inducted or enlists in any branch of the Armed Forces of the United States. Upon returning from such leave, a teacher 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 teacher 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 teacher required to participate shall be granted a temporary leave of absence for that purpose. If a teacher 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.

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 will pay the District the sum of Fifteen Thousand Dollars (\$15,000.00) 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 of office.

ARTICLE 20 – SABBATICAL LEAVES

Section A

The School District agrees to promote and encourage sabbatical leaves.

Section B: Paid Sabbatical

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 of the requested date for the commencement of such leave.

Section E: Placement Following Sabbatical

Following a sabbatical leave, the District will return a teacher to the position held immediately prior to the leave or will enter on agreement about placement before the teacher begins the leave.

Section F: NEA-MEA Service

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

Section G: Association Notification

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

ARTICLE 20 - SABBATICAL LEAVES (continued)

Section H: Replacement Substitute

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

ARTICLE 21 - PROFESSIONAL COMPENSATION

Section A

The basic salaries of teachers covered by this Agreement for 1990-91 and 1991-92 are set forth in Appendix B.

Notwithstanding any other provisions of this Agreement, for the 1990-91 school year, the BA base will be adjusted by a factor of five percent (5%) on each of the appropriate Appendices B. The Salary Schedules will then be adjusted utilizing the agreed-to index.

For the 1991-92 school year, the BA base will be adjusted by a factor of no less than five percent (5%) on each of the appropriate Appendices B. If the premiums for the MESSA health/medical insurance coverage increase by less than twenty percent (20%), the adjustment to the BA base will reflect the "roll-up" between the actual rate and the twenty percent (20%) cap. If MESSA health/medical insurance premiums increase by more than twenty percent (20%), the School District will only be responsible for the first twenty percent (20%) of such 1991 rate increase; and bargaining unit members will be responsible to make payment by payroll deduction for the difference between the 1990 premium increased by twenty percent (20%) and the actual 1991 premium. The School District will endeavor to have such potential payroll deductions qualify for the benefit of Section 125 of the IRS Code.

In the event that a teacher initiates any suit or action against the District concerning the salary for extra-curricular activities, the District shall hold the Association not liable for any damages which may be assessed against the District for said suit or action.

Section B: Medical

For each full-time teacher, the District shall provide the Super Care II Major Medical Expense Insurance Program. Teachers who applied a portion of their \$400 fringe benefits subsidy toward MESSA options during 1973-74 will be permitted to continue the same MESSA medical plan with options at the expense of the District without change except as provided under Super Med II. For those teachers who are not full-time or who do not teach a full school year, the District will pay the appropriate sum on a prorata basis.

The parties have agreed that during the 1990-91 school year, they will study the possibility of changing to a MESSA-PAK Program for the 1991-92 school year.

The parties have agreed that at such time as a minimum of one hundred forty (140) bargaining unit members, eligible for fully paid insurance coverage, indicate that they would rather receive an option subsidy rather than the above-mentioned medical insurance program, the District will establish the following option program at the start of the month following notification when MESSA determines that such program can be effective.

ARTICLE 21 – PROFESSIONAL COMPENSATION (continued)

Section B: Medical (continued)

Such bargaining unit members not electing health insurance will be eligible for the sum of \$100 per month to be applied towards the MESSA non-taxable fixed options as determined by the Association, and the remainder towards the MESSA non-taxable variable options (limited employee payable term life to \$50,000 on the bargaining unit member and \$2,000/\$2,000 term life on dependents) and/or one of the previously approved tax deferred annuity plans. Any amount exceeding the employer's subsidy shall be payroll deducted. An open enrollment period shall be provided in conjunction with the open enrollment period for the MESSA insurance program. The subsidy for part-time employees shall be prorated accordingly.

Section C: Dental

The District agrees to provide a group dental insurance program for employees pursuant to the Settlement Agreement of AAA Arbitration No. 54-39-0113-87. The programs provide Delta Plan E 0/7 through MESSA with external Coordination of Benefits (COB). Maximum of eighty (80%) percent benefits on classes 1, 2, and 3 (\$800 lifetime maximum class 3; \$1,000 annual maximum classes 1 and 2 combined). Employees with dental insurance through another source will be provided Delta Plan C 50/50/50 (\$800 lifetime maximum class 3; \$1,000 annual maximum on classes 1 and 2 combined), with internal and external Coordination of Benefits (COB). Any employee who would suffer loss of benefits due to being placed in the suffixed group (Plan C) will be provided with the E 0/7 plan with external coordination of benefits.

Section D: Vision

The District agrees to provide, through MESSA, vision insurance for all employees. The plan provided is VSP III.

Section E: Extension of Teaching Year

If the District requires any member covered by this Agreement to begin employment prior to the regular teacher's contract year or extend beyond the regular teacher's contract year, such additional time will be prorated on the annual contract salary as set forth in Appendix B. This provision does not apply when the District makes up days pursuant to statute or rule or regulation which would result in the District's being penalized if such days were not made up. Such days will be made up and rescheduled according to the provisions of this Agreement.

Section F: Teacher Release

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

ARTICLE 21 – PROFESSIONAL COMPENSATION (continued)

Section G: Past Experience

A teacher shall be given credit for prior certificated teaching experience outside of Kalamazoo. Individuals employed as school social workers, physical therapists, occupational therapists, school psychologists or school nurses shall receive credit for prior licensed experience in such fields. One (1) year of such experience or service shall be equal to one (1) step on the salary schedule. Under no circumstances shall a teacher be credited with more than eight (8) years of outside teaching and/or military service or other experience for the purpose of application on the salary schedule. Military service credit shall not exceed three (3) years.

1. Teachers who formerly taught in the Kalamazoo School system who are re-employed shall be given full credit on salary schedule for previous Kalamazoo Public Schools experience.
2. A teacher who has not been involved in teaching during a consecutive ten (10) year period immediately prior to the calendar date for which he/she seeks employment shall not be granted credit for past teaching experience.
3. Vietnam veterans will be given employment preference over other applicants assuming all other qualifications are equal.

Section H: Advanced Degrees

Teachers who have completed advanced degrees prior to the beginning of the fall term shall be placed on the appropriate salary scale and step upon submission, prior to September 1, of evidence thereto from the granting institution. Teachers receiving an advanced degree will be placed on the appropriate salary scale and step for the balance of the contract year upon submission of evidence from the granting institution. Evidence of degree attainment shall be submitted to the Human Resources Department.

Section I: Professional Growth

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

Section J: Master's Plus 30 Placement

Placement on the Master's Degree plus 30 hours salary schedule shall not be automatic. There shall be a credentials committee appointed for the purpose of evaluating credits to determine whether or not a teacher may be eligible for placement on the Master's Degree plus 30 hours schedule. The credentials committee shall consist of two (2) administrators appointed by the Superintendent. The decision of this committee shall

ARTICLE 21 – PROFESSIONAL COMPENSATION (continued)

Section J: Master's Plus 30 Placement (continued)

be governed by the following regulations:

1. All credits must be submitted on an official transcript of credits from an accredited institution of higher learning.
2. All credits shall have been earned beyond the time the Master's Degree was granted.
3. All credits must, in some way, be applicable to the particular grade level or subject matter area in which the teacher is teaching, or be applicable to an approved program of study.
4. If a teacher applies for the Master's Degree plus 30 placement and does not receive favorable consideration, he/she shall be notified in writing following the final decision of the above-named committee.
5. Upon the presentation of credentials indicating completion of the approved program of study, the teacher shall automatically be placed on the Master's Degree plus 30 salary schedule.
6. Credits shall be earned and approved prior to the beginning of the contractual school year to qualify for placement on the Master's Degree plus 30 hours salary schedule.

Section K: Benefits Deduction

Upon appropriate written authorization from the teacher, the District shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or program jointly approved by the Association and the District.

Section L: Election of Pay Schedule

It shall be at the option of each person employed for the full school year governed by this Agreement to receive his/her salary on a ten (10) or twelve (12) month basis. Once a selection is made, it will not be changed during the current school year following the end of the first pay period.

Section M: Bi-Weekly Pay

Employees governed by this Agreement shall be paid bi-weekly.

Section N: Vocational Education Pay

Teachers possessing vocational certification and who are teaching at least one (1) State-approved vocational class for which special reimbursement is received shall

ARTICLE 21 – PROFESSIONAL COMPENSATION (continued)

Section N: Vocational Education Pay (continued)

be advanced one (1) column on the salary schedule, except teachers with a Bachelor's Degree who can advance no higher than the Master's Step 12.

Section O: Terminal Pay

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

Section P: Retirement Plan

The teacher who is retiring under the Michigan State Teacher Retirement Plan shall be entitled to a payment of \$1,500 on or before June 30 of the year of his/her retirement provided said teacher has given written notice of his/her retirement to the District on or before April 1 of the year of his/her retirement.

If a bargaining unit member retires from his/her employment with the District following what would have been his/her 28th year as determined by the step system, said unit member will be eligible for a payment of \$800 on the first day of January in the year following the teacher's retirement from the System.

If a bargaining unit member retires from his/her employment with the District following what would have been his/her 29th year as determined by the step system, said unit member will be eligible for a payment of \$1,600 on the first day of January in the year following the teacher's retirement from the System.

If a bargaining unit member retires from his/her employment with the District following what would have been his/her 30th year as determined by the step system, said unit member will be eligible for a payment of \$2,400 on the first day of January in the year following said teacher's retirement from the System.

If either during or at the end of the 1990-91 school year a bargaining unit member retires from his/her employment with the District and such unit member has 31 years or more as determined by the step system, said unit member will be eligible for a payment of \$1,200 on the first day of January in the year following said teacher's retirement.

Section Q: Tuition Pay

Each teacher who earns additional hours of credit, beyond the BA scale, after August 16, 1990, at an NCATE accredited college or university, shall be reimbursed the sum of Fifty (\$50) per credit hour for each additional hour earned. The total sum to be paid for extra-credit hours shall not exceed One Thousand Two Hundred (\$1,200.00) dollars. Credit hours earned must be a part of a program designed to achieve a higher

ARTICLE 21 – PROFESSIONAL COMPENSATION (continued)

Section Q: Tuition Pay (continued)

degree, or must be taken in a field of study directly related to the teacher's teaching assignment, or must be approved by the Superintendent. An official transcript of semester hour credits earned from the granting institution shall be submitted to the Human Resources Department prior to the commencement of the fall or spring term in order for the teacher to receive reimbursement during said term.

Section R: Mileage Allowance

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

1. No teacher shall be required to use his/her own car for field trips or for otherwise transporting students.
2. The use of personal cars for school business must have prior approval of the Administration in writing.
3. Teachers who expect to receive a car allowance for mileage must keep an accurate log of miles driven and other pertinent data on a form obtained from their immediate supervisor.
4. Mileage shall not be paid from home to school and/or return nor for personal business.
5. This provision shall provide for the payment of mileage to teachers who are required to work on a regularly-scheduled basis in two (2) or more buildings during the regular school day.
6. The District agrees to carry a secondary liability policy to cover the teacher over and above his/her primary policy. Such District policy shall include coverage for a teacher's transportation of students and/or parents while performing his/her professional duties.
7. In the event that the IRS mileage rate is adjusted and the District does not receive timely notification of such adjustment, teachers shall receive the new rate retroactive to the effective date of the adjustment. In order to receive a retroactive adjustment, teachers must furnish copies of approved mileage vouchers. Teachers will be provided a copy of all mileage vouchers upon approval by the Administration. The District shall not reimburse retroactive payments for amounts less than five (\$5.00) dollars.

ARTICLE 21 – PROFESSIONAL COMPENSATION (continued)

Section S: Nurses Mileage

Nurses shall be required, as part of their regular duties, to transport students in their automobiles when necessary. Such nurses shall be paid an allowance of forty-five (\$45) dollars a school month worked, not to exceed a maximum of four hundred fifty (\$450) dollars a school year. Nurses who worked during the summer school session shall be paid an allowance on the same basis during the summer months worked or an additional sixty (\$60) dollars for a six- (6) week summer session. This allowance is intended to cover all car operating expenses including insurance. In addition to this allowance, the District agrees to carry a secondary liability insurance policy to cover the nurse over and above his/her primary coverage.

Section T: Deferred Income

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

Section U: Extra Duty Activity and Transportation

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

ARTICLE 22 – INSTRUCTION AND CURRICULUM

Section A

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

Section B: Study Committee

In the event that a study committee is established for the purpose of reviewing new or existing curriculum, committee members will be selected by the Department of Curriculum and Instruction following posting of the committee. Notices will be sent to all appropriate buildings describing the purpose of the committee, size of membership, and deadline for application. A standardized procedure for posting and announcement of said positions will be used in all buildings. The Association will be provided copies of all committees and their membership.

ARTICLE 22 – INSTRUCTION AND CURRICULUM (continued)

Section C: Study Committee Reports

A preliminary report of the study committee will be submitted to the professional staff in each building and staff members will be encouraged to submit reactions and concerns to the committee.

Section D: Report Reviews

After review of these materials, the study committee will prepare a recommendation for the Superintendent or his/her designee. Copies of any instruction and curriculum recommendations shall be made available in each building prior to presentation to the Board.

Section E: Board Presentations

Staff members will be notified about the date and time of any presentations to the Board of Education.

ARTICLE 23 – STUDENT TEACHERS

Section A

Acceptance of student teachers shall be voluntary.

Section B: Assignment

Student teachers will be assigned only to tenured teachers. Supervising teachers will assume responsibility for daily planning, student evaluation, and the appraisal of the student teacher's performance.

Section C: Development of Opportunities

Supervising teachers shall work directly with the university program coordinator and principal to assist in developing extensive opportunities for the student teachers to observe and practice the arts and skills of the profession.

Section D: Information to Student Teachers

The District agrees to make available to student teachers the most recent accrediting manual, a copy for viewing in the Human Resources Department, with a copy of the texts, guides, building policies, and a copy of this Agreement to assist them during this Assignment.

ARTICLE 23 - STUDENT TEACHERS (continued)

Section E: Funding Review

The District, upon request, will make known the amount of money received from universities and colleges placing student teachers in the Kalamazoo Public Schools. A standing committee composed of three (3) representatives of the District and three (3) representatives of the Association shall recommend the appropriate expenditure of such funds.

ARTICLE 24 - MAINTENANCE OF STANDARDS

Teacher hours, extra compensation for duties outside regular teaching hours, relief periods, leaves, and other matters pertaining to the provisions of this contract including the quality of education program shall be maintained according to the terms and conditions of this contract during the life of this contract, provided that such conditions may be improved for the benefit of teachers as required by the express provision of this Agreement. This provision shall not be binding on either party in cases of a reduction in students and/or revenue.

ARTICLE 25 - SENIORITY

Section A

Seniority is defined as length of unbroken professional service with the School District and shall be computed from the staff member's first day of work during a regular school year. The start of the regular school year shall be as designed in the applicable school calendar. Administrators who are reassigned to bargaining unit positions shall have seniority as established by the past practices of the parties.

Section B: Posting of List

The seniority list shall be published and posted conspicuously in all buildings of the District by October 15th of each school year. Revisions and updates of the seniority list shall also be published and posted as they are made. The seniority list shall include all currently employed members, as well as members on layoff, sabbaticals and leaves of absence. Such listing will also include name, job start date, ethnic code, certification, majors, minors and endorsements. Provided with the seniority list will be a list of all teachers who are qualified in Grades 7 and 8 by virtue of their past teaching assignments. A copy of the seniority list and subsequent revision and updates shall be forwarded to the Association.

Section C: Loss of Seniority

All seniority is lost when employment is severed by resignation, retirement, discharge

ARTICLE 25 – SENIORITY (continued)

Section C: Loss of Seniority (continued)

for cause, or failure to respond to notification of recall as specified in Article 26. Seniority continues to accrue if a teacher is on layoff, sabbatical or leave of absence.

Section D: Tie Breaking

In the event more than one (1) teacher has the same seniority date, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and teachers so affected will be notified in writing of the date, place and time of drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and Association representatives to be in attendance.

Section E: Previous Service as Substitute

From the date of this Agreement forward, a person who moves from continuous temporary or continuous substitute teacher capacity to permanent employment as a regular teacher shall have as his/her seniority date the date he/she was notified by Human Resources that his/her name was to be recommended for Board approval as a permanent employee, and such employment status is conditioned upon such Board approval.

ARTICLE 26 – REDUCTION OF PERSONNEL AND RECALL PROCEDURE

In the event it becomes necessary to reduce the number of teachers through layoff, the Association will be consulted and will be provided with all necessary data in order to monitor the procedure. The following procedure shall be applied using the criteria stated below whenever it becomes necessary to lay off employees due to a decrease in enrollment or in revenue.

Section A: Probationary Teachers

The service of probationary teachers shall first be discontinued, unless certain of the probationary teachers are teaching a grade level or a subject matter for which there are no qualified and certified tenured teachers to fill the needs of the School District. Probationary teachers shall be laid off on the basis of qualification, certification and seniority.

Section B: Guidelines

Following the decisions as enumerated above relative to the lay off of probationary employees, tenured teachers will be laid off on the basis of qualifications, certification and seniority with the Kalamazoo School District. The parties agree that every effort will be made to continue to employ more-senior teachers following a layoff provided

ARTICLE 26 – REDUCTION OF PERSONNEL AND RECALL PROCEDURE (continued)

Section B: Guidelines (continued)

that all remaining teachers are qualified as defined by this Agreement for the remaining positions available in the School District.

Section C: Guideline Exceptions

Exceptions may be made in subjects, classes, or grade levels in which no other teacher with more service has the necessary qualifications to fill such assignments.

Section D: Definition of Qualified

For the purpose of layoff, recall, transfer, vacancy and assignment, the term "qualified" shall be defined as follows:

1. Senior High—Teachers employed prior to August 26, 1982, shall be assigned within their major or minor areas and any other areas to which they have been assigned at the senior high school within the last five (5) years. Teachers hired after August 26, 1982, shall be considered qualified in their major area only.

Teachers of Health and Safety must meet State requirements.

Teachers assigned to Journalism shall have a major in English, included in which will be a minimum of five (5) hours in Journalism.

Teachers assigned to Drama shall have a major in Speech with a minimum of five (5) hours in Drama.

The School District reserves the right as to teachers hired after August 26, 1982, to deem said teachers qualified to teach outside the area of their major provided said teachers have a minor in the additional assignment. When the School District exercises the option to place such a teacher pursuant to their minor, the teacher and the Association will be so notified and such placement will be only for a specific period, not longer than one (1) year, as specified by the District.

2. Grades 7 and 8—Teachers assigned to Grades 7 and 8 shall be assigned within their major or minor fields of study. In addition, if a teacher has taught a subject at least eight (8) class periods since 1974, the teacher shall be considered continuously qualified in such area.
3. Elementary Classroom—Teachers assigned to elementary classroom positions shall be deemed qualified if they are certified as elementary classroom teachers.
4. Special Areas—Teachers assigned in the areas of art, music, physical education, counseling and library shall be assigned on the basis of their major field of study in the above-stated specialty areas.

ARTICLE 26 - REDUCTION OF PERSONNEL AND RECALL PROCEDURE (continued)

Section D: Definition of Qualified (continued)

4. (continued)

In addition to the major, the following standards shall apply:

Special Area	Positions Affected	Standard
Music	Instrumental Music	Major concentration in the areas of stringed instruments or woodwind as indicated on college transcript
	Instrumental—Strings	Major concentration in the area of stringed instruments as indicated on college transcript
	Vocal	Major concentration in vocal performance area as indicated on college transcript
Physical Education	Swimming	Water Safety Instructor Certificate from Red Cross or YMCA as required by State regulations
Library	All Positions	Master's Degree in Library Science from American Library Association accredited library school. Course work shall include courses in audio visuals and curriculum
Counseling	All Positions	Master's Degree in Counseling

5. Special Education—Teachers assigned to special education assignments shall have the necessary certification and special education endorsements for such assignment.
6. The term "minor" as used in this Article shall be as defined by the Department of Education of the State of Michigan in regard to State Certification. Secondary teachers who had assignments during the 1988-89 or 1989-90 school year resulting from another definition of the term "minor" shall, as of August of 1990, continue to be recognized as qualified for an assignment in the particular area until such time as the teacher voluntarily transfers from the assignment. Such recognition by the District is contingent upon a teacher requesting a review of

ARTICLE 26 – REDUCTION OF PERSONNEL AND RECALL PROCEDURE (continued)

Section D: Definition of Qualified (continued)

6. Continued

his/her "minors" in the Fall of 1990, pursuant to a procedure adopted by the parties. Additionally, all minors identified in a teacher's Michigan Teacher Certificate as of August, 1990, shall continue to be considered minors under this Agreement without regard to subsequent changes by the Department of Education.

Section E: 30-Day Notification

No teacher shall be laid off pursuant to a necessary reduction in work force unless said teacher shall have been notified of said lay off at least thirty (30) days prior to the scheduled beginning of the school year.

Section F: Retirement Eligibility

Any teacher who would have qualified for retirement during the reduction year shall be permitted to teach that year so as to acquire needed service. This provision may be invoked only once by a teacher.

Section G: Fringe Benefits Over Summer

Teachers subject to lay off for the following school year shall receive fringe benefits during the summer months.

Section H: Employee Paid Benefits

A laid off bargaining unit member may continue all insurance benefits by paying monthly the normal per subscriber group rate premium for such benefits to the District if such payment is allowed by the provider of the insurance coverage.

Section I: Substitute Priority

A laid off teacher shall, upon application, be granted priority status on the District's substitute teacher list for all areas in which the teacher is qualified.

Section J: Recall Guidelines

A teacher who is laid off shall be appointed to the first vacancy in the School District for which he/she is qualified and certified. Rehiring of laid off teachers shall be in order of seniority provided the employees are qualified and certified for the existing vacancy.

Section K: Acquiring Additional Certification

A teacher who secures additional qualifications and certification while on layoff shall

ARTICLE 26 – REDUCTION OF PERSONNEL AND RECALL PROCEDURE (continued)

Section K: Acquiring Additional Certification (continued)

be eligible for recall in both the old and new areas of qualification and certification. In addition, such teacher shall have the right to displace a less-senior teacher at the beginning of the school year. Teachers on layoff shall submit written plans for and projected completion date of such additional qualification or certification to the Director of Human Resources on or before March 1 of the preceding year. Teachers who receive notification of lay off for the ensuing school year prior to the end of the current school year shall submit written plans for and projected completion date of such additional qualification or certification to the Director of Human Resources prior to June 20 of that year.

Section L: Recall Notification

Notification of recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of the teacher to notify the District of any change in address.

Section M: Recall Refusal

A laid off teacher shall be considered laid off until he/she is reinstated in the District or the teacher resigns. Refusal of an offer from the District for a position for which the laid off teacher is certified, qualified and/or licensed or failure to respond within ten (10) week days of the receipt of a written offer of a position made by the District, shall be cause for termination. However, a teacher recalled from layoff shall have the option to take an unpaid leave of absence for the balance of the school year.

Section N: Restoration of Benefits

All accrued benefits to which a teacher was entitled at the time his/her layoff commenced including unused sick leave will be restored upon his/her return to active employment.

Section O: Involuntary Transfers

When it is necessary to reduce the number of teachers through layoff, the District shall affect involuntary transfers of teachers to their major area of study as defined in this article as a means of ensuring the retention of as many senior teachers as possible.

Section P: Involuntary Transfer Exemption

When it is necessary to reduce the number of teachers through layoff, any teacher with twenty (20) years or more seniority in the District may declare himself/herself exempt from involuntary transfer for any reason other than necessary reduction in a department, elimination of a job or position, or building closing. A teacher who wishes to use this exemption must file his/her intent in writing in the Human Resources Office each year by May 1.

ARTICLE 26 – REDUCTION OF PERSONNEL AND RECALL PROCEDURE (continued)

Section Q: Museum

Museum professionals shall be laid off on the basis of seniority provided that all remaining museum professionals are qualified and certified or licensed to perform the remaining positions available. No layoff or recall at the Museum will affect the Schools; and no layoff and recall at the Schools will affect the Museum. Qualifications in the Museum shall be indicated on individual job descriptions.

Section R: First Consideration

When the hiring of new teachers is necessary, the District shall give first consideration to laid off teachers from other KCEA and MEA districts who apply.

Section S: Minority Hiring

Notwithstanding the provisions of Section R, it is mutually agreed that the District shall exercise the right and responsibility to hire minorities whenever possible to enhance the ethnic ratio of our teaching staff.

Section T: Reduction of Personnel

Recognizing the importance of affirmative action hiring and minority teacher retention, the parties agree to work cooperatively toward the development of a plan whereby minority teachers may be retained in the event of staff reduction.

Section U: Court Orders

It is understood that the above procedures shall not conflict with currently effective Federal Court Orders. However, should these Court Orders be changed or modified in any way, this article will be open for renegotiation.

ARTICLE 27 – PUBLIC MUSEUM PROVISIONS

Section A: Vacations

Vacations shall be scheduled with the approval of the Administration. Vacation allowance shall be earned from the date of employment according to the following schedule:

1. Date of employment to close of first fiscal year—one and one-half (1½) days per month of service.
2. Each additional fiscal year—twenty (20) days per year.

ARTICLE 27 – PUBLIC LIBRARY PROVISIONS (continued)

Section A: Vacations (continued)

Vacation credit earned in one (1) fiscal year shall be taken the fiscal year following or days not taken will be cancelled. Vacations may be taken before the close of the fiscal year with the approval of the Administration.

Section B: Holidays

The following days shall be paid holidays for Museum professionals: Fourth of July, Labor Day, Thanksgiving, Christmas, New Year's Day, and Memorial Day. Employees required to work on holidays (or whose normal day off falls on a holiday) will be given an alternate date off.

Section C: Breaks

Museum professionals shall have a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon.

Section D: Sick Leave

Museum professionals shall receive sick leave as stated in Article 18.

Section E: Professional Improvement

Article 13 shall apply to Museum professionals upon approval of the Director of the Museum.

Section F: Training

The District agrees to endeavor to improve the training and briefing of new Museum professionals.

Section G: No Overtime

Museum professionals will not be required to work overtime.

Section H: Association Tuesdays

The third Tuesday of each month from 8:00 a.m. to 9:00 a.m. shall be reserved for Association meetings. Those individuals scheduled to work during said time shall make up time lost for such meetings.

ARTICLE 28 – CONTRACT REVIEW

Section A

Representatives of the District and the Association will meet on the fourth Tuesday

ARTICLE 28 - CONTRACT REVIEW (continued)

Section A (continued)

of each month, September through May, at a mutually-agreeable time for the purpose of reviewing the administration of the contract and to resolve problems that may arise. Each party shall be entitled to six (6) representatives. In addition, each party may utilize such resource persons as it deems appropriate for any particular meeting. These meetings are not intended to bypass the grievance procedure.

Each party will submit to the other, a week prior to the meeting, an agenda covering what they wish to discuss, except when otherwise agreed.

Should a meeting result in an acceptable amendment of the Agreement, then the amendment shall be subject to ratification by the District and the Association.

Section B: Building Representation

The Association shall designate teachers in each building as Association Representatives (AR's). The principal and Association representatives shall meet, upon request at a mutually-agreeable time, for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meetings are not intended to bypass the grievance procedure.

Section C: Successor Agreement

The parties shall initiate on or before April 1, 1992, negotiations for the purpose of entering into a successor agreement for the forthcoming year.

ARTICLE 29 - CONSORTIA

Section A

In the event that the School district decides that it is going to enter into a consortium with one or more other school districts relative to the delivery of educational services, the District will negotiate with the Association relative to wages, hours and other terms and conditions of employment affected by the proposed consortium arrangement.

ARTICLE 30 - DURATION OF AGREEMENT

THIS AGREEMENT supersedes all previous Articles of Agreement between the parties and shall become effective as of the 17th day of August, 1990, and shall remain effective until the 16th day of August, 1992.

THE SCHOOL DISTRICT OF THE
CITY OF KALAMAZOO

THE KALAMAZOO EDUCATION
ASSOCIATION

Jackie Morrison
President Date

Mickey Lambert 3-28-91
President Date

[Signature]
Secretary Date

Linda Kiepatock 3-28-91
Secretary Date

[Signature]
Chief Negotiator Date

[Signature] 3-26-91
Chief Negotiator Date

LETTER OF RESPONSIBILITY #1
Mutual Responsibility

The District and Association recognize the need to reduce conflict between teachers 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 a teacher 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.

LETTER OF AGREEMENT #2
Middle School Implementation

Currently, the junior high school program requires revision to enhance the amount and degree of instruction available for students in their most difficult formative years. Concurrently, 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 schooler (i.e., block-of-time scheduling, interdisciplinary teaming, independent study, individualized instruction, study activity clubs, flexible scheduling, advisor-advisee program, utilization of multilevel and multimedia resources, flexible grouping, balance of teacher- and student-directed activities).

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 middle school program. The parties have agreed that the following provisions shall be effective upon implementation of a middle school program by the School District:

1. The parties recognize that upon the implementation of a middle school, the District will establish a seven (7) period day. The weekly teaching load in the middle school for all full-time teachers will average (over each two week period) $27\frac{1}{2}$ periods and $7\frac{1}{2}$ periods of assigned preparation periods for planning. The regular scheduling of a teaching load shall alternate with twenty-seven (27) periods of instruction and eight (8) planning periods one week followed by a week consisting of twenty-eight (28) periods of instruction and seven (7) planning periods.

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.

2. With the exception of classes in music, study hall 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 155 students. It is the intent that regular classes have approximately twenty-seven (27) students and every-other-day classes should not exceed twenty (20) students. The maximum for physical education will be 230 students per marking period for any school day.
3. Duty-free lunch periods for all full-time teachers in the middle school will be provided. Such duty-free lunch periods shall be a minimum of $27\frac{1}{2}$ minutes in duration. Teachers will not be required to remain in the building during this time provided they notify the building office.
4. The following additions to the current contractual provisions on qualifications have been agreed to by the parties:
 - A. The District does not intend that the sixth grade will be a part of the Middle School program for the 1990-91 and 1991-92 school years.

4. (continued)

- B. When building schedules permit, every-other-day classes in the Middle School, for which there is no recognized state certification for teachers, will first be offered to building staff with training and/or background.
5. The parties have agreed that no teacher in the core courses will be assigned more than three (3) preparations per marking period. In all other areas, the building principal shall make every effort to keep the number of daily preparations at a minimum.
6. The parties have agreed that there will be six (6) week marking periods for the middle school program. In addition to the time set aside in the current calendar structure for teachers to perform responsibilities related to the end of a marking period, the parties have recognized a need to assure that teachers will have one (1) additional half day without responsibility for students to perform such marking period responsibilities. The time for such one (1) additional half day without responsibilities for instruction will be created by the planning and scheduling of student activities wherein the students will be monitored by one-half ($\frac{1}{2}$) of the staff at each middle school while the other one-half ($\frac{1}{2}$) of the staff is given time for such responsibilities. These activities will be developed by the staff and the administration at each middle school. If the staffs decide to utilize a plan for student activities involving two (2) days, such days will be consecutive. Mid-marking period reports may be utilized at the option of each middle school teacher.
7. The parties have agreed that the contract provisions referring to the above-cited working conditions applying to a junior high program will remain in the main body of the Contract. The provisions as set forth in this Letter of Agreement shall be applicable upon implementation of a middle school program and shall take precedence over the old junior high provisions during any period that the School District maintains a middle school program. 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 this Letter of Agreement regarding class periods, planning periods, class size or the duty-free lunch period, the District would have to get the Union's permission through additional negotiations. Any attempt by the District to effectuate such a unilateral change without agreement of the Union would result in a return to the junior high provisions the following school year.

8. Both parties to this Agreement are committed to involving the teaching staff in meaningful input regarding the continued development and implementation of the middle school. The parties have agreed to the establishment of a Middle School Steering Committee. This Committee will be made up of four (4) teachers appointed by the Education Association and four (4) administrators appointed by the School District. 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 has 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.

LETTER OF AGREEMENT #3
Secondary Class Size

The parties are in agreement that procedures will be developed to guide the secondary assignment process. Points to be followed in preparing the procedures include: balance within departments, balance between departments, requirement that each full-time teacher teach at least 3 classes (or 3 hour periods), and provisions that non-teaching assignments will be minimized. The procedures will be prepared before second semester 1988-89 and will be used for guiding second semester assignments. The union will have input during preparations and will receive final copies of the procedure.

LETTER OF AGREEMENT #4
Museum Professionals Retirement and Job Security

In the event of KPM divestiture:

1. The School Board will cooperate with the Museum professionals to the best of its ability, within the bounds that it deems feasible, to transfer their employment to any successor employer short of guaranteeing them such continued work. It is understood and agreed between the parties that the ultimate result of such cooperation is beyond the control of the Board; nevertheless, the spirit and intent herein contained is to be supportive of job security for Museum professionals.
2. The Board of Education shall make its best effort to secure legislative approval to continue the current retirement provisions for current employees.
3. The School District will accept the return of all museum professionals who formerly taught with the Kalamazoo Public Schools, providing:
 - a) return is requested within two months of divestiture and
 - b) return is scheduled for the next regular semester of the school year.
4. The contractual provisions of this Agreement shall cease to exist.

LETTER OF AGREEMENT

between
The School District of the City of Kalamazoo
and
The Kalamazoo Education Association

Staffing For Racial Balance

I. Minority Recruitment and Hiring. The parties agree that the achievement and maintenance of a racially representative and balanced teaching staff depends upon an effective program to recruit, hire and retain black and other minority staff. To that end, the parties have cooperatively developed a recruitment and retention program. Implementation of the plan shall commence upon approval of this Agreement. The District agrees to provide the funding and other resources necessary to fully develop and implement the plan. The plan shall contain at least the following elements:

- (A.) Annual and long-term goals and objectives.
- (B.) Major activities that will be conducted during the current year.
- (C.) A time/task/responsibility chart that links activities with individuals or offices responsible for the activity and a calendar that specifies when the tasks must be completed.
- (D.) A budget to ensure the activities can be carried out and funds are allocated to complete the annual plan.
- (E.) An annual evaluation of results and appropriate follow-up to adjust subsequent efforts.

What follows is an outline of major activities which the parties believe to be essential to an effective affirmative action plan. Not all of the activities will be completed in any one year and several are of a nature that require continued development to achieve the desired purpose. As the plan emerges and as additional work is completed, some of these activities may be dropped or modified and additional activities could be added.

(B.) Major Activities

- (1) Identify teaching needs--grades, subject, etc. as well as the number and kind of staff required.
- (2) Identify potential candidates
 - (a) College graduates
 - (b) Certified Michigan teachers who may wish to relocate or who have been laid off
 - (c) Current employees who are certified
 - (d) Michigan teachers who are recertifying or out state people requesting Michigan certification
- (3) Recruit
 - (a) College Recruitment
 - Choose sites for recruiting activity
 - Develop a recruiting team of teachers and administrators and train them to interview, select and hire applicants

- Design the on-site process
 - identify pre visit information from college/ applicant
 - program/requirements for graduation
 - transcripts
 - test data
 - references
 - Design applicant interview and train interviewers
 - Provide applicant with packet of information
 - School district program and opportunities
 - City/community cultural, educational, recreational opportunities, housing rental/purchases
 - Michigan Information
- (b) Other candidates
 - Design process
 - identify information needed in application
 - interview
 - information packet
 - Information Day - visit Kalamazoo
 - Social activities
 - Program about school district and community
 - Visit other selected sites throughout state and replicate program to attract applicants to Kalamazoo
 - Certified employees not currently teaching
- (c) Design formal follow-up procedure
- (d) Feedback from all those expressing interest
- (e) Exit interview for those who resign
- (4) Design follow up process--use networking
 - (a) Offer contract on-site to high flyers and help them make "connections" in Kalamazoo to support them in the move.
 - (b) If there are candidates we want but haven't been able to sign to a contract, find a connection in Kalamazoo to help us get a contract.
- (5) Support Services/Incentives
 - Financial assistance prior to going on payroll or other help in obtaining loans
 - Support groups for new employees within organization
 - orientation
 - social
 - professional
 - Buddy system provided
 - Community support groups to involve and welcome new members of the professional community
- (6) Networking
 - Establish local contacts to help recruiting efforts at college and universities
 - Identify regional placement agencies and develop working relationship (i.e., New York, Richmond)
 - Community network to help close contracts
 - Community network to help make new members of the community welcome

- (7) Advertising/Marketing
 - Select most effective publications (papers, journals, magazines) to aid in recruiting effort
 - Some tools to use to market the plan--Folder, brochure, "Look What's Happening in Kalamazoo"
 - Video
- (8) Developmental Program
 - Career ladders for current employees who may wish to become a teacher
 - Recertification of local people
 - Cross over college major who may switch to education
 - "Home grown" program for high school students and local college students

The next step is for the parties to select representatives and develop the annual long-range plan including goals, activities, responsibility, budget and evaluation components as specified in 1 - 5 at the beginning of this section.

II. Racial Balance. The Kalamazoo Public School District shall staff for racial balance using an agreed upon standard and procedure as described below. Each year in January representatives of the district and the union will meet and review the following information:

- (A) The number and race of regular classroom teachers at each of the elementary schools in the district.
- (B) The number and race of all classroom teachers at each of the secondary schools in the district.
- (C) The number and race of each of the teachers in special areas at each of the elementary schools in the district including: special education, art, music, physical education, library, counselors, funded programs such as Chapter I, Article 3, Bilingual, Migrant, Academically Talented, etc. Art, music and physical education teachers at secondary are included as classroom teachers in II-(B) above.
- (D) Data will be prepared by the district and reviewed by the parties on whether the individual schools meet the standard for the current year and possible changes for the next year regarding standards and compliance. If either Test I or Test II is met, the standard is met.

a. TEST I will be the district percentage of black regular classroom teachers by level (elementary and secondary) plus or minus 5 percent rounded off to nearest whole number. Example: If the number of regular classroom teachers at elementary is 260 and the number of black teachers is 39. The percentage of black regular classroom teachers is $39 \div 260$ or 15 percent. The range would be 15 plus or minus 5 which is 10 percent to 20 percent. To determine if a building is within the range, count the number of regular classroom

teachers and of those, the number who are black. Let's suppose 30 teachers, 5 of whom are black. The range is 10 percent to 20 percent, 10 percent of 30 is 3, 20 percent of 30 is 6; therefore, the range is 3 - 6 black regular classroom teachers to meet Test I. The example had 5 teachers, therefore this meets Test I, and the school is in compliance.

b. TEST II will be at least one black regular classroom teacher at each school or district average of black regular classroom teachers (percentage) times number of teachers in a building rounded off to nearest whole number, plus or minus two teachers. Example: Using the same information from the previous example: The average is 15 percent; to determine the range, multiply the percentage (15) by the number of teachers in the building (30) and add and subtract two (2).

$$.15(30) = 4.5 \quad 4.5 - 2 = 2.5 \quad 4.5 + 2 = 6.5$$

Since we are dealing with whole numbers, in elementary the range would be 3 - 7. Looking back at our example, there were 5 black regular classroom teachers, therefore, this school meets Test II as well as Test I. NOTE: It is important to state that the minimum is at least one black regular classroom teacher and then either Test I or Test II must be met. All calculations are also finally rounded off to the nearest whole number at elementary since we are not dealing with teachers other than regular classroom teachers. At secondary, all calculations will be in full time equivalents (FTE's) and the numbers will be rounded off to the nearest tenth.

After reviewing the data, it may become necessary to plan to assign teachers to schools for the next year in order to comply with the standards. The following steps will be used to complete this process within the regular staffing and assignment process. The district and KEA will cooperatively inform all building level staff as to the staffing needs to achieve affirmative action goals for that particular year. The district and KEA will jointly seek voluntary solutions and will jointly encourage staff to volunteer for specific openings to comply with the standard.

- (1) The district shall first use voluntary transfers to fill open positions.
- (2) If transfers do not result in meeting the standard, new hires will be assigned to existing open positions to meet the standard. In making this move it may be necessary to deny teacher transfer requests, including remedy for involuntary transfer from previous year, in order to assign a new teacher to meet the standard.

- (3) If voluntary transfers and the assignment of new hires to existing open positions do not meet the standard, the assignment of special area teachers in art, music, physical education and library will be considered as a temporary adjustment. Teachers in these areas at elementary schools in the district will be counted on a full time equivalent (FTE) basis and "added in" to the regular classroom staff to meet the standard. This procedure would be used only as a last resort to avoid involuntary transfers and in no case would be applied two years in a row.
- (4) As a last recourse, the district shall resort to involuntary transfers to meet the standard. The least senior staff member, including probationary teachers, among those buildings that exceed the minimum standard will be involuntarily transferred. Staff involuntarily transferred to achieve racial balance shall retain the same rights as other involuntarily transferred staff and such transfers shall be reversed or remedied at the first opportunity. By the second Friday in August, all such transfers shall be acted upon and affected members notified in writing.
- (5) This process will be repeated from year to year as the applied standard is enforced.

It is understood by the parties that the standard will change as teachers are hired or terminated. If the district is successful in recruiting, hiring, and retaining black teachers, the minimum standard will increase.

III. Monitoring Racial Balance. The parties agree that in order to make timely and appropriate staffing decisions, the racial balance process must be regularly and consistently monitored. The parties further agree that they will continue to work together to implement and monitor this plan and jointly resolve problems if they occur. The following timeline will be used:

- (a) Collect data by mid-October
- (b) Analyze data during the months of November and December
- (c) Decide the District's needs during January
- (d) Verify data in February
- (e) Recruit in March
- (f) Commence hiring in May
- (g) Review staff assignments following each posting

IV. Transfers. With regard to staff involuntarily transferred to achieve racial balance, or staff who may have been denied a transfer, the parties agree that within the rules and standards that were specified in II above, certain teachers may be restored to their former positions. Every effort will be made to effectuate these remedies for the 1989-90 school year. The following illustrates the possible remedies within the overall plan to achieve racial balance:

- (A.) Persons involuntarily transferred under II (4) above will have the following options open to them:
 - (1) Do they want to stay in their current positions

- (2) Do they want to return to the previous position from which they were involuntarily transferred. If there is no vacancy, it may be necessary to involuntarily transfer the least senior person in the building in order to achieve this or to make in-building transfer of the least senior person to accommodate the returning person.
- (3) Do they want a transfer to another position within the school system by way of the transfer pool.

(B.) Persons who requested voluntary transfers within the voluntary pool in '87-'88 for '88-'89 but were denied transfers in order to meet the standards in II above will not be given their transfer retroactively. Since II (2) above permits the denial of a voluntary transfer, no remedy is necessary. They, of course, have the right to request a transfer in subsequent years.

(C.) Persons who were improperly transferred out of seniority order will be evaluated during the needs/placement/transfer process for 1989-90. They may stay in their current position only if their placement is consistent with the contract and this Agreement. Otherwise they will return to their former position or request a voluntary transfer.

If no remedy that meets the standard is available, then the individual who has been involuntarily transferred may not be able to return to their former position.

The following staff members were affected as part of the re-assignment of staff for 1988-89, and therefore, may have rights to remedies prescribed above.

Category A - Involuntary Transfers

Johnson, Monroe - 6th Grade Lincoln '88/6th Grade Parkwood/U '89
McGrinson, Christina - 4th Grade Edison '88/6th Grade Woods Lake
Lee, Julie Jones - Kindergarten Woodward '88/1st Grade Woods Lake '89
Hardiman, Charlene - 1st Grade Milwood '88/2nd Grade Lakewood '89
Beechler, Susan - 2nd Grade Lakewood '88/1st Grade Milwood '89

Category B - Voluntary Transfers

Parker, Sarah - Edison to Woods Lake
Keyes, Patricia - Woodward to Parkwood/Upjohn

Category C - Improper Transfers

Brown, Yvonne - 4th Grade Lincoln '88/4th Grade Northeastern '89

- V. Upon approval of this Agreement, the parties will withdraw and dismiss all pending grievances, unfair labor practice charges and civil suits, without cost, involving transfer of teachers to achieve racial balance.

FER:MAC:11-4-88

KALAMAZOO EDUCATION ASSOCIATION

SCHOOL DISTRICT OF THE CITY OF KALAMAZOO

Millie Lambert

Frank E. Pepley.

November 23, 1988
DATE

11/23/88
DATE

Letter of Agreement

between

The School District of The City of Kalamazoo

and

Kalamazoo Education Association

RE: School Improvement

The parties are aware that legislation and State Board of Education rules may make a "School Improvement Plan" and/or a "Site-Based Decision-Making Plan" necessary. The parties have not addressed such issue in the Contract even though the parties recognized that alterations in terms and conditions of employment constitute a mandatory subject of bargaining.

The District and the Association agree that significant teacher involvement will be necessary as the District's School Improvement Program is formulated. The District intends to establish a process of developing the School Improvement Program which will involve the professional staff in joint planning and problem solving.

Within thirty (30) days of the ratification of this Agreement, the parties agree that each party will name five (5) representatives to serve on the School Improvement Joint Study Committee. (The District has already indicated that it will appoint the Director of Secondary Education, the Director of Elementary Education, the Director of Human Resources, a secondary building principal and an elementary building principal.) The Joint Study Committee shall be regularly informed in regard to the workings of the District-wide School Improvement Committee so that it will have the opportunity to give timely input as the District-wide Committee is formulating its recommendations. Once the District-wide School Improvement Committee has finalized its recommendations, such proposal shall be shared with the Joint Study Committee for review, analysis, and further reaction prior to submission to the appropriate administrator. Any written recommendations of the Joint Study Committee regarding such proposal will be submitted to the appropriate administrator at the time that the recommendations of the District-wide School Improvement Plan Committee are presented to that administrator.

Once the Superintendent has had an opportunity to formulate his recommendations to the Board of Trustees in regard to District-wide School Improvement, he shall first share his recommendations with the Joint Study Committee prior to submission to the Board of Trustees. The Superintendent's recommendations shall be shared with the Joint Study Committee at least five (5) working days prior to the time that the Superintendent sends his recommendations to the Board of Trustees.

At the same time that the District-wide Improvement Plan is being formulated, it will be necessary for School Improvement Plans to be developed at the individual building level. The Association shall have the right to appoint its own representative to every School Improvement Committee established at the building level. The School Improvement Joint Study Committee shall receive regular reports from the building level School Improvement Committees regarding school improvement activity at the building level.

No provision above shall require a bargaining unit member to participate in a School Improvement or Site-Based Decision-Making Committee. Non-participation in a School Improvement or Site-Based Decision-Making Committee will not affect a bargaining unit member's evaluation.

Letter of Agreement

between

The School District of the City of Kalamazoo

and

Kalamazoo Education Association

RE: Least Restrictive Environment

Upon signing of this Agreement, the District shall promptly meet with the Association and fully advise it regarding the history and status of all current or prospective planning activities relating to the implementation of the Least Restrictive Environment (LRE) concept in the District. Whether such planning has commenced or not, from the signing of this Agreement forward, whenever such planning activities occur, the District shall assure that the Association shall be consulted in any planning process involving the District.

In cases where plans are completed without initial Association participation and are already in the process of implementation, the Association shall be provided the opportunity to review and recommend modifications.

To facilitate such consultation, it is agreed that the Association will establish a standing committee on Special Education. At least once a month, the director of Special Education and/or his/her coordinators shall meet with the Standing Committee with regard to the current program and new programs relative to LRE under consideration by either the District or the I.S.D. Input will be sought in regard to all current and future programming.

All piloting and inclusive education shall continue to involve consultation with the Association and consultation with and training of the affected staff.

Such participation as outlined in this Letter of Agreement shall neither expressly nor by implication be deemed to be a waiver of the Association's right to bargain any working condition in accordance with its responsibilities pursuant to the Public Employment Relations Act, as amended.

LETTER OF UNDERSTANDING

between

The School District of the City of Kalamazoo

and

Kalamazoo Education Association

Re: School Calendar

1. Due to the fact that the bargaining committees have reached a tentative agreement for the calendars for 1990-91, it is agreed that the School District may release the calendars to all interested parties accompanied by an indication that the parties have reached such a tentative agreement. At least 48 hours prior to the release of the tentative calendar to the general public, the School District shall mail such calendar to each KEA member.
2. The half-day calendar for 1990-91 will be thoroughly communicated to principals and other administrators prior to the start of school and to all staff by the end of September, 1990.
3. It is agreed that the KEA Governing Board meetings in January and April of 1991 will be scheduled for the third Tuesday. The KEA Building meetings in April of 1991 will be the fourth Monday. All contractual provisions that apply to the KEA Governing Board and KEA Building meetings shall apply to these rescheduled meeting days. Appropriate communications will be forwarded in advance to all administrators.
4. During the Fall of 1990, the parties shall establish a Calendar Committee made up of an equal number of teachers appointed by the Association and Administrators. This Calendar Committee shall prepare sample Calendars for 1991-92, using the constructs of the 1989-90 Calendars. This Calendar Committee shall report its recommendations to the Contract Review Committee on or before February 1, 1991. It is understood by the parties that the Calendar Committee will establish subcommittees which shall explore at least the following issues:
 - A. Elementary
 1. Half-day Calendar as it relates to "specials" in planning time.

2. Half-day Calendar and Regular Calendar regarding missed instructional time on Fridays and Mondays.
3. Kindergarten record keeping time.

B. High School

1. Nine-week versus six-week marking period and related Calendar issues.
2. Structure for exam days.

The Middle School Steering Committee shall make recommendations to the Calendar Committee on the following issues:

- A. Parent Conference Schedule.
- B. Records day for each six-week marking period.

THE SCHOOL DISTRICT OF
THE CITY OF KALAMAZOO

By: _____

John E. Marshall
7-17-90

KALAMAZOO EDUCATION
ASSOCIATION

By: _____

Paul H. Kauer
7-17-90

KALAMAZOO PUBLIC SCHOOLS

1990-91 SCHOOL CALENDAR

Thursday	08-23-90	First Day for Teachers Superintendent's Meeting and Building Meetings a.m., Curriculum Meetings p.m.
Friday	08-24-90	Secondary Department Content Meeting a.m. (in buildings) Work in Rooms p.m. Elementary work in rooms all day
Monday	08-27-90	Students a.m. a.m. Kindergarten Work in Rooms p.m.
Tuesday	08-28-90	Students a.m. p.m. Kindergarten in a.m Curriculum Meetings p.m.
Wednesday	08-29-90	First Full Day for Students
Monday	09-03-90	Holiday (Labor Day)
Friday	10-05-90	No Students Staff Development Day 8:00 - 12:00
Friday	10-12-90	End of First Middle School Marking Period (33 days) *
Friday	10-26-90	End of First Quarter (43 days) Students a.m., K-6 and 9-12 Records p.m. K-6, 9-12 Middle School students in school all day
Monday	10-29-90	Conference Week Elementary: Monday Full Day Tuesday Thru Friday Half Days Secondary: Monday and Tuesday Full Days Wednesday Thru Friday Half Days
Wednesday	11-21-90	End of Second Middle School Marking Period (28 days) Middle School students a.m. Records p.m. K-6, 9-12 Students All Day
Thursday/Friday	11-22/23-90	Holiday (Thanksgiving Recess)
Friday	12-21-90	Last Day Before Winter Recess Full Day

1990-91 School Calendar

Page 2

Monday	12-24-90	Winter Recess Begins
Monday	01-07-91	School Resumes
Thursday	01-17-91	End Second Quarter (47 days) End of Third Middle School Marking Period (29 days)
Friday	01-18-91	Teacher Planning/Records No Students K-12
Monday	01-21-91	First Day of Second Semester
Friday/Monday	02-15/18-91	Mid-Winter Recess First Two Emergency Make-Up Days (if required by State law)
Friday	03-01-91	End of Fourth Middle School Marking Period (28 days) Middle School students a.m. Records p.m. K-6, 9-12 Students All Day
Friday	03-22-91	End of Third Quarter (43 days) Students a.m., K-6 and 9-12 Records p.m. Middle School students all day
Monday	03-25-91	Conference Week Elementary: Monday Thru Thursday Half Day Middle School: Monday and Tuesday Full Day Wednesday and Thursday Half Day Senior High: Monday and Tuesday Full Day Wednesday and Thursday Half Day
Friday	03-29-91	First Day of Spring Recess (Good Friday)
Monday	04-08-91	School Resumes
Friday	04-19-91	End of Fifth Middle School Marking Period (29 days) Middle School students a.m. Records p.m. K-6, 9-12 Students All Day
Monday	05-27-91	Holiday (Memorial Day)
Tuesday	06-04-91	Half Day 9-12 Full Day K-8 Exams 9-12

1990-91 School Calendar
Page 3

Wednesday	06-05-91	Half Day K-12 Records p.m. K-12 a.m. Kdg. in a.m. Exams 9-12
Thursday	06-06-91	Last Day for Students End Last Quarter (47 Days) End Sixth Middle School Marking Period (33 days) Half Day K-12 Records p.m. K-12 p.m. Kdg. in a.m. Exams 9-12
Friday	06-07-91	Teacher Work Day - Full Day Third Emergency Make-Up Day (if required by State law)
Monday	06-10-91	Teacher Optional Day (Consistent with 85-86 Agreement)

180	Student Days
186	Work Days for Teachers
<u>3</u>	Paid Holidays
189	Total Days

* Middle school staff shall have one-half day without responsibilities for students to perform end-of-marking period responsibilities on the same day or on consecutive days on or before this date. Specific provisions regarding this are contained in Paragraph #6 of Letter of Agreement #2.

Report cards will be mailed at the end of the work day on 6-7-91. If required, this emergency make-up day and any subsequent make-up days will be inserted before the end-of-the-year half days outlined as June 4, 5 and 6 above.

Representatives of the Association and the Administration will meet in each building to develop conference schedules for itinerant staff (to be done by September 28, 1990).

Meeting schedules for the opening of school will be discussed and agreed upon prior to June 17, 1991, and mailed the week of August 5, 1991, to all KEA members.

1990-1991
KALAMAZOO PUBLIC SCHOOLS
Calendar For Half Days

<u>Day</u>	<u>Date</u>	<u>Activity</u>
Monday 1	August 27	Kindergarten and Grades 1-6 On A.M. Schedule 7-8 Registration Room, Periods 1 - 7 9-12 Registration Room And Periods 1 - 3
Tuesday 1	August 28	Kindergarten and 1-6 On P.M. Schedule (In A.M.) P.M. Kindergarten Reports in A.M. Grades 7-8 Registration Room And Periods 1 - 7 Grades 9-12 Periods 4 - 6
Friday 2	October 26	K-6 And 9-12 On A.M. Schedule (No P.M. Kindergarten, Records P.M.) Grades 7-8 Regular Schedule (Full Day)
Tuesday 3	October 30	Kindergarten And Grades 1-6 On A.M. Schedule (No P.M. Kindergarten) Grades 7-12 Regular Schedule (Full Day)
Wednesday 3	October 31	Kindergarten And Grades 1-6 On A.M. Schedule (No P.M. Kindergarten) Grades 7-8 A.M. Schedule Grades 9-12 P.M. Schedule
Thursday 3	November 1	Kindergarten And Grades 1-6 On A.M. Schedule (No P.M. Kindergarten) Grades 7-8 P.M. Schedule Grades 9-12 A.M. Schedule
Friday 3	November 2	Kindergarten And Grades 1-6 On A.M. Schedule (No P.M. Kindergarten) Grades 7-8 A.M. Schedule Grades 9-12 P.M. Schedule
Tuesday - Friday 4	November 6 - 9	P.M. Kindergarten In P.M. (No A.M. Kindergarten) Grades 1-12 Regular Schedule
Wednesday	November 21	K-6 And 9-12 Regular Schedule (Full Day) Grades 7-8 P.M. Schedule in A.M. (Records P.M.)
Tuesday - Thursday	January 15 - 17	K-8 Full Day, 9-12 Exams A.M.
Friday	March 1	K-6 And 9-12 Regular Schedule (Full Day) Grades 7-8 A.M. Schedule in A.M. (Records P.M.)
Monday - Thursday 5	March 18 - 21	P.M. Kindergarten in P.M. (No A.M. Kindergarten) Grades 1-12 Regular Schedule
Friday 6	March 22	K-6 And 9-12 P.M. Schedule in A.M. (No A.M. Kindergarten) P.M. Kindergarten Reports in A.M. Grades 7-8 Regular Schedule (Full Day)
Monday -Thursday 7	March 25 - 26	A.M. Kindergarten and Grades 1-6 P.M. Schedule in A.M. No P.M. Kindergarten Grades 7-12 Regular Schedule (Full Day)
Wednesday 7	March 27	A.M. Kindergarten and Grades 1-6 P.M. Schedule in A.M. No P.M. Kindergarten Grades 7-8 P.M. Schedule, Grades 9-12 A.M. Schedule
Thursday 7	March 28	A.M. Kindergarten and Grades 1-6 P.M. Schedule in A.M. No P.M. Kindergarten Grades 7-8 A.M. Schedule, Grades 9-12 P.M. Schedule

Friday	April 19	K-6, 9-12 Regular Schedule (Full Day) Grades 7-8 P.M. Schedule in A.M., Records P.M.
Tuesday	June 4	K-8 Full Day, Grades 9-12 Exams in A.M.
Wednesday 8	June 5	K-6 A.M. Schedule Grades 7-8 Schedule to be Recommended by Total Building Professional Staff by March 1, 1991 Grades 9-12 Exams
Thursday 9	June 6	K-6 P.M. Schedule (P.M. Kindergarten Reports in A.M.) K-8 Schedule to be Recommended by Total Building Professional Staff by March 1, 1991 Grades 9-12 Exams

In order to provide equitable student contact time and teacher planning time, and the articulation of programs* throughout the system during the school year, the following schedule for half days has been established:

1. During the first half day of school (August 27, 1990) elementary art, music, and physical education teachers will not provide planning time. In lieu of teaching responsibilities, art, music and physical education teachers will be provided time to inventory materials, set up classrooms and perform other professional responsibilities related to their regular teaching assignment. On the second half day (August 28, 1990) art, music and physical education teachers will begin their regular (last half of the day) schedule.
 2. All buildings, K-6 and 9-12, will run an A.M. schedule. Planning time will be provided on the regular schedule (the first half of classes scheduled for the day) with elementary art, music, instrumental music, librarians, and physical education staff receiving their designated planning in the afternoons.
 3. The fall elementary conference schedule will be K-6 A.M. schedule October 30, 31 and November 1, and 2. Planning time will be provided on the regular schedule (the first half of classes scheduled for the day) with elementary art, music, instrumental music, librarians and physical education staff receiving their designated planning in the afternoons.
 4. November 6, 7, 8, and 9 will be regular schedule 1-12. Afternoon kindergarten will meet in the P.M. and maintain their regular specials schedule.
 5. March 18, 19, 20, and 21 will be regular schedule 1-12. Only P.M. kindergarten reports. No A.M. kindergarten.
 6. K-6 and 9-12 will run a P.M. schedule. Planning time will be provided as in #2 above using the last half of classes scheduled for the day. (March 22, 1991)
 7. The spring elementary conference schedule will be K-6 P.M. schedule in the A.M. March 25, 26, 27 and 28. Planning time will be provided as in #3 above using the last half of classes scheduled for the day. A.M. kindergarten assumes P.M. kindergarten planning time.
 8. June 5 will run a regular A.M. schedule for K-6. The 7-8 schedule will be recommended by the total building professional staff by March 1, 1991 to the appropriate director.
 9. June 6, K-6 P.M. staff report in A.M. to regular Thursday P.M. assignment. The K-8 schedule will be recommended by the total building professional staff by March 1, 1991, to the appropriate director.
- * Whenever the building schedules for itinerant staff conflict, substitutes will be acquired as necessary for maintenance of the program.

KALAMAZOO PUBLIC MUSEUM
1990-91 MUSEUM SCHEDULE

Friday	August 17, 1990	1st Day of Contract Year
Friday	August 31, 1990	Last Day of Summer Hours
Saturday	September 1, 1990	First Day of Extended Hours
Monday	September 3, 1990	Museum Closed (Labor Day)
Wednesday	November 21, 1990	Museum Closed at 5:00 p.m.
Thursday	November 22, 1990	Museum Closed (Thanksgiving)
Tuesday	December 25, 1990	Museum Closed (Christmas)
Tuesday	January 1, 1991	Museum Closed (New Year's Day)
Friday	March 29, 1991	Closed at Noon (Good Friday)
Sunday	March 31, 1991	Museum Closed (Easter)
Monday	May 27, 1991	Museum Closed (Memorial Day)
Friday	May 31, 1991	Last Day of Extended Hours
Saturday	June 1, 1991	First Day of Summer Hours
Thursday	July 4, 1991	Museum Closed (4th of July)
Thursday	August 16, 1991	Last Day of Contract Year

HOLIDAY LIST

9-3-90	Labor Day
11-22-90	Thanksgiving Day
12-25-90	Christmas
1-1-91	New Year's Day
5-27-91	Memorial Day
7-4-91	4th of July

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
A.M.					
P.M.	CONFERENCE	CONFERENCE	CONFERENCE	CONFERENCE	CONFERENCE

2 Evenings - 2 Afternoon Comp Time
 Each Building Principal and Staff to decide which evenings for conference and afternoons for Comp. Time

1990-91

	DAYS PER MONTH		TEACHER WORK DAYS	
	Students	Teachers		
August	5	7	Student Days	180
September	19	19	Other Work Days	<u>6</u>
October	22	23	Total	186
November	20	20	* Holidays	<u>3</u>
December	15	15	Total Paid Days	189
January	18	19		
February	18	18	* Labor Day, Thanksgiving, Memorial Day	
March	20	20		
April	17	17		
May	22	22		
June	<u>4</u>	<u>6</u>		
	180	186		

TIME SCHEDULES

	Early El.	Later El. & K-6	Middle School/ Jr. High	Sr. High
Teacher Arrival	8:30	8:55	7:50	7:25
Student Entry	8:45	9:10	8:05	7:40
Tardy Bell	8:55	9:20	8:15	7:40
Student Dismissal	3:10	3:35	2:45	2:20
Teacher Departure	3:25	3:50	3:00	2:35

APPENDIX B-1

SALARY SCHEDULE FOR TEACHERS

1990-91

STEP	BACHELOR'S		MASTER'S		MASTER'S + 30 HOURS		DOCTORATE	
	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY
1	100	21,447	108	23,163	116	24,879	124	26,594
2	105	22,519	113	24,235	121	25,951	129	27,667
3	110	23,592	118	25,307	126	27,023	134	28,739
4	115	24,664	123	26,380	131	28,096	139	29,811
5	123	26,380	131	28,096	139	29,811	147	31,527
6	128	27,452	136	29,168	144	30,884	152	32,599
7	133	28,525	141	30,240	149	31,956	157	33,672
8	138	29,597	146	31,313	154	33,028	162	34,744
9	146	31,313	154	33,028	162	34,744	170	36,460
10	151	32,385	159	34,101	167	35,816	175	37,532
11	156	33,457	164	35,173	172	36,889	180	38,605
12	164	35,173	172	36,889	180	38,605	188	40,320
13	166	35,602	177	37,961	185	39,677	193	41,393
14	166	35,602	185	39,677	193	41,393	201	43,108
15	169	36,245	190	40,749	198	42,465	206	44,181
20	174	37,318	195	41,822	203	43,537	211	45,253

APPENDIX B-2

SALARY SCHEDULE FOR TEACHERS

1991-92 *

STEP	BACHELOR'S		MASTER'S		MASTER'S + 30 HOURS		DOCTORATE	
	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY
1	100	22,519	108	24,321	116	26,122	124	27,92
2	105	23,645	113	25,446	121	27,248	129	29,05
3	110	24,771	118	26,572	126	28,374	134	30,17
4	115	25,897	123	27,698	131	29,500	139	31,30
5	123	27,698	131	29,500	139	31,301	147	33,10
6	128	28,824	136	30,626	144	32,427	152	34,22
7	133	29,950	141	31,752	149	33,553	157	35,35
8	138	31,076	146	32,878	154	34,679	162	36,48
9	146	32,878	154	34,679	162	36,481	170	38,28
10	151	34,004	159	35,805	167	37,607	175	39,40
11	156	35,130	164	36,931	172	38,733	180	40,53
12	164	36,931	172	38,733	180	40,534	188	42,33
13	166	37,382	177	39,859	185	41,660	193	43,46
14	166	37,382	185	41,660	193	43,462	201	45,26
15	169	38,057	190	42,786	198	44,588	206	46,38
20	174	39,183	195	43,912	203	45,714	211	47,51

* Minimum increase if MESSA Super Care II increase is 20% or more. Salary schedule will be adjusted upward for any increase less than 20%.

APPENDIX B-3

SALARY SCHEDULE FOR MUSEUM EMPLOYEES

1990-91

STEP	BACHELOR'S		MASTER'S		MASTER'S + 30 HOURS		DOCTORATE	
	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY
1	100	23,342	108	25,209	116	27,077	124	28,944
2	105	24,509	113	26,376	121	28,244	129	30,111
3	110	25,676	118	27,544	126	29,411	134	31,278
4	115	26,843	123	28,711	131	30,578	139	32,445
5	123	28,711	131	30,578	139	32,445	147	34,313
6	128	29,878	136	31,745	144	33,612	152	35,480
7	133	31,045	141	32,912	149	34,780	157	36,647
8	138	32,212	146	34,079	154	35,947	162	37,814
9	146	34,079	154	35,947	162	37,814	170	39,681
10	151	35,246	159	37,114	167	38,981	175	40,849
11	156	36,414	164	38,281	172	40,148	180	42,016
12	164	38,281	172	40,148	180	42,016	188	43,883
13	166	38,748	177	41,315	185	43,183	193	45,050
14	166	38,748	185	43,183	193	45,050	201	46,917
15	169	39,448	190	44,350	198	46,217	206	48,085
20	174	40,615	195	45,517	203	47,384	211	49,252

APPENDIX B-4

SALARY SCHEDULE FOR MUSEUM EMPLOYEES

1991-92 *

STEP	BACHELOR'S		MASTER'S		MASTER'S +30 HRS.		DOCTORATE	
	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY	INDEX	SALARY
1	100	24,509	108	26,470	116	28,430	124	30,391
2	105	25,734	113	27,695	121	29,656	129	31,617
3	110	26,960	118	28,921	126	30,881	134	32,842
4	115	28,185	123	30,146	131	32,107	139	34,068
5	123	30,146	131	32,107	139	34,068	147	36,028
6	128	31,372	136	33,332	144	35,293	152	37,254
7	133	32,597	141	34,558	149	36,518	157	38,479
8	138	33,822	146	35,783	154	37,744	162	39,705
9	146	35,783	154	37,744	162	39,705	170	41,665
10	151	37,009	159	38,969	167	40,930	175	42,891
11	156	38,234	164	40,195	172	42,155	180	44,116
12	164	40,195	172	42,155	180	44,116	188	46,077
13	166	40,685	177	43,381	185	45,342	193	47,302
14	166	40,685	185	45,342	193	47,302	201	49,263
15	169	41,420	190	46,567	198	48,528	206	50,489
20	174	42,646	195	47,793	203	49,753	211	51,714

* Minimum increase if MESSA Super Care II increase is 20% or more. Salary schedule will be adjusted upward for any increase less than 20%.

bb: salarysh.kea

APPENDIX B 5

LIBRARY ASSISTANTS/PHYSICAL THERAPIST ASSISTANTS
SALARY SCHEDULE

1990-91

<u>Step</u>	70% <u>Non-Degree</u>	<u>Step</u>	87.5% <u>Bachelor's</u>	<u>Step</u>	90% <u>Master's</u>
1	15,013	1	18,766	1	20,847
2	15,763	2	19,704	2	21,812
3	16,514	3	20,643	3	22,776
4	17,265	4	21,581	4	23,742
5	18,466	5	23,083	5	25,286
6	19,216	6	24,021	6	26,251
7	19,968	7	24,959	7	27,216
8	20,718	8	25,897	8	28,182
9	21,919	9	27,399	9	29,725
10	22,670	10	28,337	10	30,691
11	23,420	11	29,275	11	31,656
12	24,621	12	30,776	12	33,200

APPENDIX B-6

**LIBRARY ASSISTANTS/PHYSICAL THERAPIST ASSISTANTS
SALARY SCHEDULE**

1991-92 *

<u>Step</u>	<u>70% Non-Degree</u>	<u>Step</u>	<u>87.5% Bachelor's</u>	<u>Step</u>	<u>90% Master's</u>
1	15,763	1	19,704	1	21,889
2	16,552	2	20,689	2	22,901
3	17,340	3	21,675	3	23,915
4	18,128	4	22,660	4	24,928
5	19,389	5	24,235	5	26,550
6	20,177	6	25,221	6	27,563
7	20,965	7	26,206	7	28,577
8	21,753	8	27,192	8	29,590
9	23,015	9	28,768	9	31,211
10	23,803	10	29,754	10	32,225
11	24,591	11	30,739	11	33,238
12	25,852	12	32,315	12	34,860

* Minimum increase if MESSA Super Care II increase is 20% or more. Salary schedule will be adjusted upward for any increase less than 20%.

APPENDIX B-7

NURSES SALARY SCHEDULE
1990-91

Teacher Base: \$21,447

<u>STEP</u>	<u>84% OF TEACHER'S BASE</u>	<u>92% OF TEACHER'S BASE</u>
1	18,015	19,731
2	18,916	20,717
3	19,817	21,705
4	20,718	22,691
5	22,159	24,270
6	23,060	25,256
7	23,961	26,243
8	24,861	27,229
9	26,303	28,808
10	27,203	29,794
11	28,104	30,780
12	29,545	32,359
13	29,906	32,754

APPENDIX B-8

**NURSES SALARY SCHEDULE
1991-92 ***

Teacher Base: \$22,519

<u>STEP</u>	<u>84% OF TEACHER'S BASE</u>	<u>92% OF TEACHER'S BASE</u>
1	18,916	20,717
2	19,862	21,753
3	20,808	22,789
4	21,753	23,825
5	23,266	25,482
6	24,212	26,518
7	25,158	27,554
8	26,104	28,590
9	27,618	30,248
10	28,563	31,284
11	29,509	32,320
12	31,022	33,977
13	31,401	34,391

* Minimum increase if MESSA Super Care II increase is 20% or more. Salary schedule will be adjusted upward for any increase less than 20%.

EXTRA DUTY SALARIES

Section A: The following pay scale shall apply to fully certified, qualified teachers for performing the following extra duties. The percentages shown are on the following BA bases:

Senior High School

	%	of Base		%	of Base
Head Coaches			Ass't Coaches/Others:		
Baseball	12.5%	(13%)*	Softball		8.75%
Basketball		18.5%	Baseball		8.75%
Cross Country		11.0%	Reserve Basketball		12.9%
Football		18.0%	Cross Country		7.7%
Golf		9.0%	Football		12.6%
Gymnastics		10.0%	Ice Hockey		9.8%
Ice Hockey		14.0%	Swimming		9.8%
Track and Field		11.0%	Track and Field	8.4%	(9.4%)*
Wrestling		12.5%	Wrestling		9.4%
Swimming		14.0%	Volleyball		7.0%
Tennis		9.0%	Sr. High Band Director		16.0%
Track and Field		12.0%	Sr. High Choral Dir.		10.0%
Volleyball		10.0%	Sr. High Orchestra Dir.		10.0%
Wrestling		13.5%	Department Heads		8.0%
Peerleading—Football		4.0%	Co-Op Heads		4.0%
Peerleading—Basketball		7.0%	Senior Class Sponsor		4.0%
Athletic Game Aide		10.9%	Junior Class Sponsor		4.0%
Athletic Ticket Aide		8.7%	Sophomore Class Sponsor		3.0%
Head Driver Education		11.0%	Freshman Class Sponsor		3.0%
Instructors			Debate		6.0%
Athletics Directors		31.0%	Assistant Debate		3.0%
			Forensics		4.0%
			Assistant Forensics		2.0%
			Dramatics Coach		9.0%
			National Honor Society		3.0%
			Senior High Yearbook		2.0%
			Senior High Newspaper		2.0%
			Day Care Center Director		10.0%
			Mock Trial		6.0%

The length of seasons for the sports stated above is defined as three (3) weeks before the first scheduled game through the District Tournament.

Middle School

Department Heads	6.0%	+ 3 days released time		
Head Coaches			Assistant Coaches	
Basketball	8.0%		Football	7.0%
Football	9.5%		Track and Field	4.2%
Football	5.0%		Basketball	5.0%
Tennis	6.0%			
Volleyball	5.0%		Athletic Director	31.0%
Wrestling	7.0%			
Peerleading—Football	4.0%			
Peerleading—Basketball	5.0%			
Track and Field	6.0%			

Salaries for persons presently in the program

Elementary School

Student Assistant Leader

\$ 15.00/hour

Other Assignments

	<u>1990-91</u>	<u>1991-92</u>
Curriculum Development	\$ 13.00/hour	\$ 14.00/hour
Summer School Classroom Teacher	\$ 13.00/hour	\$ 14.00/hour
Driver Education Teacher	\$ 15.00/hour	
Music Teacher (teaching) [summer school only]	\$ 13.00/hour	\$ 14.00/hour
Intramurals (including Dance Club and PE Expo)	\$ 9.00/hour	\$ 10.00/hour
Inservice Activities	\$ 8.00/hour	\$ 8.00/hour
TV/Radio Production Coordinator	\$ 12.50/hour	\$ 12.50/hour

Section B: A maximum of five (5) years credit outside Kalamazoo may be allowed, provided, however, said experience is from a school comparable to Kalamazoo Central or Loy Nor. Allowable experience shall be Senior High School experience in the specific sport and in coaching position.

Section C: No coach shall be assigned to more than two (2) coaching positions except emergency situations.

Section D: Add to the salary of each coach two (2%) percent of the coaching base for each year of allowable Kalamazoo coaching experience; said experience shall be in the same activity being coached. "Coaching base" is the dollar amount arrived at by multiplying the base salary for the BA degree by the appropriate percentage specified above.

Section E: The senior high athletic director shall be assigned five (5) class periods, one planning period.

Section F: Intramural assignments and activities shall be made by the Coordinator of Physical Education. No time will be authorized without his/her approval.

Section G: Bookstore managers shall have no homeroom assignments.

Kalamazoo Public Schools
Kalamazoo City Education Association
GRIEVANCE REPORT

Grievance No.	Date filed	Distribution of Form:
Name of Grievant		white - Deputy Supt., green - Principal
Building	Assignment	blue - Association, yellow - Teacher

STEP I SUBMIT TO PRINCIPAL IN QUADRUPLICATE

A. Date Cause of Grievance Occurred

B. Statement of Grievance

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

D. Relief Sought

Signature of Grievant(s) Date

E. Disposition by Principal

Signature of Principal Date

F. Position of Grievant(s)

G. Position of Association

STEP II

A. Date received by Deputy Superintendent

B. Disposition of Deputy Superintendent or Designee

Signature of Administrator Date

C. Position of Grievant(s)

Signature Date

D. Position of Association

Signature Date

STEP III

A. Date Received by Chairman, Board Personnel Committee

B. Disposition by the Board Personnel Committee

Signature of Chairman Date

C. Position of Grievant(s)

Signature Date

D. Position of Association

Signature Date

STEP IV

A. Date Submitted to Arbitration

B. Party Submitting Dispute to Arbitration

C. Disposition and Award of Arbitrator

Signature of Arbitrator Date of Decision

NOTE: All provisions of Article XIII of the current Agreement between the Board and K.C.E.A. WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

PER 14. *Preamble* If additional space is needed in reporting any Section of this Grievance Form, attach an additional sheet.

INDEX

	<u>Page</u>
Abandonment of Grievance	35
Academic Freedom	16
Access to Information	4
Acquiring Additional Certification	55
Additional Assignments	18
Advanced Degrees	45
Agreement Expiration-Grievance	35
Annexation and Consolidation	6
Annual Increases	20
Application Timelines	42
Approval	20
Assignment	50
Assignment in Areas of Certification	17
Assistance in Legal Actions	32
Association and Teacher Rights	3
Association Communications	5
Association Days	39
Association Dues or Fees	7
Association Meetings	5
Association Notification	42
Association Tuesdays	58
Authorization Forms	8
Benefits Deductions	46
Biweekly Pay	46
Board of Education Rights	6
Board Presentations	50
Building Level	33
Building Representation	59
Calendar	79
Central Administration	34
Certification Preference	19
Check-Off Remittance	8
Clerical Materials	14
Compensation	20
Conference Funds	29
Conference Schedule	85
Consortia	59
Consultation with Association	4
Continued Training	29
Contract Review	58
Corporal Punishment Guidelines	32
Court Orders	57
Daily Preparations	18
Death	37
Deferred Income	49
Definition of Qualified	53
Dental	43
Department Heads	25
Designated Vacancies for Coaches	26
Development of Opportunities	50
Distribution	28

Distribution of Agreement	3
Dominance Over Individual Contracts	2
Duration of Agreement	60
Duty-Free Lunch Periods	10
Election of Pay Schedule	46
Employee Facilities	15
Employee Paid Benefits	55
Evaluation of Credits	36
Examples of Non-Professional Work	7
Extension of Teaching Year	44
Extra-Compensation Positions	24
Extra Duty Activity and Transportation	49
Extra Duty Salaries	95
Family Illnesses	36
Fees of Arbitrator	35
First Consideration	57
Formal Level—Grievance	33
Fringe Benefits Over Summer	55
Full Commitments	2
Funding Review	51
Funeral of Friend	38
Funeral of Relative	38
Governing Board Meetings	5
Grievance Form	97
Grievance Procedure and Binding Arbitration	32
Guideline Exceptions	53
Guidelines	52
Holidays	36
Immediate Family Deaths	38
In-Building Transfers	24
Inclement Weather and Make-up Days	11
Individual Expression	16
Informal Level—Grievance	33
Information to Student Teachers	50
Instruction and Curriculum	48
Instructional Assistance	18
Involuntary Transfer Exemption	56
Involuntary Transfers	56
Job Responsibilities	20
Job Sharing	19
Joint Committee Pay	5
Jury Duty	39
Just Cause	30
Layoff Consultation	5
Layoffs	20
Layoffs	41
Least Restrictive Environment	76
Leave Extensions	41
Leave Guidelines	40
Length of Appointment	21

Letters of Agreement	61
Mutual Responsibility	62
Middle School Implementation	65
Secondary Class Size	66
Museum Professional Retirement and Job Security	67
Staffing for Racial Balance	74
School Improvement	76
Least Restrictive Environment	77
School Calendar	16
Library Services	51
Loss of Seniority	32
Lost Time	
Maintenance of Standards	51
Mass Reductions	25
Masters Plus 30 Placement	45
Maximum Sizes	13
Medical	43
Medical Testing	16
Middle School Implementation	62
Mileage Allowance	48
Military Leave	41
Minority Hiring	57
Minority Personnel	18
Museum Professionals Retirement and Job Security	66
Museum Provisions	57
Mutual Responsibility	61
NEA-MEA Service	42
New Teacher Assignment	24
Non-Discrimination	5
Non-Member Fees	8
Non-Professional Assignment	19
Non-Professional Tasks	7
Non-Unit Vacancies	24
Notification of Authority	4
Notification of Limits	13
Number of Observations	28
Nurses Mileage	49
Nurses Salaries	91
Observation Guidelines	28
Observations	27
Paid Leave of Absence	36
Paid Sabbatical	42
Parking	16
Part-Time Employee	25
Past Experience	45
Personal Business Leave	37
Personal Interview	28
Personnel Committee Review	28
Physical Force	32
Placement Following Sabbatical	42
Plan of Assistance	29
Planning Time	10

Planning Time Exclusions	11
Positive Learning Experience	17
Post Observation Conference	28
Posting	19
Posting of Seniority List	51
Powers of the Arbitrator	35
Previous Service as Substitute	52
Prior Consultation	4
Privacy Rights	3
Probationary Evaluation Deadline	28
Probationary Teachers	52
Professional Behavior	30
Professional Compensation	43
Professional Growth	45
Professional Improvement	29
Progressive Correction	30
Prohibited Activity	36
Protection of Teachers	31
Provisions for Museum	26
Qualifications	24
Reassignment Guidelines	24
Recall	20
Recall Guidelines	55
Recall Notification	56
Recall Refusal	56
Recognition	1
Reduction of Personnel	57
Reduction of Personnel and Recall Procedure	52
Referral of Students	31
Reimbursement of Teacher's Property	14
Relation to Laws	3
Relation to Rules	2
Release Time—KEA President	41
Replacement Substitute	43
Report Reviews	50
Request Deadline	22
Required Meetings	9
Restoration of Benefits	56
Retirement Eligibility	55
Retirement Plan	47
Sabbatical Leaves	42
Safety of Students	32
Salary Tables	87
Save Harmless	8
Schedule Notification	17
School Improvement - Letter of Agreement	74
School Nurses	7
Second Tuesdays	6
Secondary Class Size - Letter of Agreement	65
Seniority	51
Sick Leave	36
Sick Leave Statement	37
Special Area Assignments	19
Special Education Considerations	14

Special Education Counting	13
Special Area Substitutes	39
Specialized Layoffs	25
Staffing for Racial Balance	67
Staffing Levels—Elementary	12
Staffing Levels—Secondary	13
State Certification Code	18
Step III—Grievance	34
Step IV—Binding Arbitration	34
Student Immunization	16
Student Rights	17
Student Suspension	31
Student Teachers	50
Study Committees	49
Study Committee Rights	50
Subcontracting and Use of Volunteers	6
Substitute Priority	55
Substitution	21
Successor Agreement	59
Supportive Services	19
Surplus Staff	25
Teacher Call-In/Substitute Teacher Contract	39
Teacher Conference	30
Teacher Evaluation	27
Teacher Records	6
Teacher Release	44
Teacher Residual Rights	6
Teacher Response	27
Teacher Salaries	87
Teaching Assignments	17
Teaching Diversity	17
Teaching Facilities	15
Teaching Hours	9
Teaching Materials	14
Telephones	16
Terminal Pay	47
Termination of Leave	41
Testing and Consultation Facilities	15
Thirty-Day Notification	55
Tie Breaking Seniority	52
Time Limits	35
Time Schedules	86
Transfer Requests	21
Transfers and Vacancies	21
Tuition Pay	47
Unfair Labor Practice	36
Unit Description	1
Unpaid Leaves of Absence	39
Unpaid Sabbatical	42
Use of Substitutes	26
Vacancy Announcements	22
Vision	44
Vocational Education Pay	46

Waivers	14
Weekly Work Load	10
Work Schedule	20
Workers' Compensation	37
Working Conditions	12
Written Notification	19

