Master Agreement

between

Kalamazoo Support Professionals

Bus Drivers
Office Professionals
Library Assistants
Paraprofessionals
Montessori Teaching Assistants
Campus Safety Officers

and

Kalamazoo Public Schools

2025-2026

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CHAPTER 1: MASTER COMMON ARTICLES OF AGREEMENT

ARTICLE 1 - PREAMBLE

This Agreement entered into this 1st day of July, 2025, by and between the Kalamazoo Public Schools, hereinafter referred to as the "District," and the Kalamazoo County Education Association (KCEA), an incorporated Association and the Kalamazoo Support Professionals (KSP) a member organization of the KCEA, hereinafter referred to as the "Association," and affiliated with the Michigan Education Association, hereinafter called the "MEA," and the National Education Association, hereinafter called the "NEA."

ARTICLE 2 - RECOGNITION

Section A - Exclusive Bargaining Agent

The School District of the City of Kalamazoo (District) hereby recognizes the Kalamazoo County Education Association-MEA/NEA as the exclusive bargaining agent as defined in Section II of Act 379, Public Acts of 1965, in regard to wages, hours, and other terms and conditions of employment.

Section B - Scope of The Unit

Bargaining unit employees represented included Bus Drivers, Paraprofessional, Montessori Teaching Assistants, Office Personnel/Library Assistants, and Campus Safety Officers of said District excluding any and all supervisory employees and further excluding two (2) excluded positions assigned to the Superintendent's Office, three (3) excluded positions assigned to the Department of Human Resources, one (1) excluded position assigned to the Office of Budget and Finance, one (1) excluded secretary assigned to the top level Administrator in the Student Services Department and two (2) excluded secretaries who shall be designated as floaters and assigned at the discretion of the District. It is hereby agreed that there shall be no future increase beyond the current nine (9) excluded positions.

Section C - Full Commitment

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

Section D - Dominance Over Individual Contracts

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

Section E - Relation to Rules

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

Section F - Relation to Law

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

Section G - Distribution of the Agreement

The District shall provide a complete copy of this Agreement to the Association within forty-five (45) days of completion of ratification and signing of Agreement. The Agreement will be placed and available at all times on the District's website, unless the website is down. The District will provide a hard copy of the agreement to each new employee as part of the onboarding process. KSP will pay 50% of the printing cost up front and will distribute the printed copies to their members.

Section H - Mutual Concerns

There shall be a Joint Mutual Concerns committee, held once per month, as needed, from September through May, consisting of an Association team with representatives from each classification along with the KSP President/designee and MEA UniServ Director/designee and a District team with up to an equal number of representatives to be designated by the District. Either party may invite additional bargaining unit members, administrators or other district staff as needed. Each party shall provide proposed agenda items at least three (3) business days prior to the scheduled meeting but nothing shall prohibit either party from adding additional agenda items at any time. The schedule will be subject to change upon agreement of parties. Each classification shall have a mutual concerns committee to meet with Administration in the manner set forth in their classification rider. Only the joint Mutual Concerns committee may agree to contractual changes following all District and Association protocols for these contractual changes.

Section I

The District agrees it will not establish or implement any condition of employment affecting the terms of this Agreement without prior consultation with the Association. Nothing in this Agreement will be construed to limit the Board or its representative from establishing and implementing such reasonable rules and regulations not in conflict with this Agreement as may be deemed best for the purpose of maintaining order, safety, and efficient operation.

ARTICLE 3 - DEFINITIONS

Section A - Employee

Whenever the term "employee" is used, it shall be those included as set forth in Article I, Section A. Driver shall refer to a bargaining unit employee in that classification. Office personnel shall refer to

bargaining unit employee employed in that classification. Paraprofessional shall refer to bargaining unit employee in that classification.

Section B - District

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

Section C - Association

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

Section D - Superintendent

Whenever the term "Superintendent" is used, it shall mean the Superintendent of Schools and shall include they/their designee upon whom the Superintendent has conferred authority to act in they/their place.

Section E - Immediate Administrator

Whenever the term "Immediate Administrator" is used, it shall mean the administrator of any work location or functional division or group.

ARTICLE 4 - ASSOCIATION AND EMPLOYEE RIGHTS

Section A - Right to Organize

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

Section B - Luncheon Meetings

No more than four (4) business luncheon meetings of the Association will be held annually from 12:30 p.m. to 2:00 p.m. on days to be determined by discussions between the District representatives and the Association's Mutual Concerns Committee. Once a calendar has been tentatively agreed to between the District and the Kalamazoo Education Association (KEA), a draft copy will be provided to the KSP president, and the KSP will then respond within two (2) weeks of having received said draft with tentative luncheon meeting dates for the unit.

Section C - Weingarten Rights

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

Section D - Building Access

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

Appropriate access to each building, included but not limited to a key fob, shall be decided by each supervisor of that building and the head of campus safety.

Section E - Financial Transparency

The District agrees to furnish to KCEA KSP, in response to requests, information concerning the financial resources of the District which are available to the public and/or agreed to by the Superintendent including, but not limited to, annual financial reports and audits; register of the bargaining unit; tentative budget requirements and allocations; agendas and minutes of Board meetings; Treasurer's reports; census and membership data; names, addresses and salaries of all employees; and such other information as will assist KCEA-KSP in developing programs.

KCEA-KSP shall also be entitled to information which may be necessary to process a grievance or complaint. It is understood that this shall not be construed to require the District, without compensation by KCEA-KSP, to compile information and statistics not readily available, nor will such requests by KCEA-KSP have greater priority than District requests.

Section F - Communication

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

Section G - Personnel Record Review

After making an appointment for that purpose with the Department of Human Resources or the immediate supervisor, employees shall have the right, in the presence of a member of the Department of Human Resources or the immediate supervisor, to review the contents of their own personnel files (with the exception of college placement papers and employment recommendations). A representative of KCEA-KSP may, at the employee's request, accompany the employee during this review. All records pertaining to an employee shall be kept in the employee's file in the Department of Human Resources, or in the office of the immediate supervisor. No material including or related to student, parental or school personnel complaints originating after initial employment

will be placed in an employee's file unless they/their has had an opportunity to review it. Any material not in these files shall not be used in any way against the employee.

Section H - Reassignments and Displacement

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

Section I - Association Release Time

Workshops, Conferences or Meetings: Subject to the supervisor's approval employees may request in writing release time in one-half (½) day increments for Association business within the District, which includes but is not limited to Association workshops, Association Meetings, conferences, and meetings in the District relating to Association, contract review or contract administration business. Such requests will be submitted through District Employee Access with appropriate Association authorization attached (see Appendix H.) The District will fund twenty-one (21) days of such attendance and the Association may authorize up to twenty-five (25) days in addition - cost of employee release to be paid by the Association. No more than two (2) employees per classification can be on Association release time simultaneously, unless written approval is obtained from Human Resources or its designee. Association Executive Board members may attend monthly Association meetings after 5:00 p.m. Attendance at such meetings will not result in adverse employment action. In addition, to the above total of 46 days, the District agrees to release once a month after 5:00 p.m., at times and dates mutually agreed in writing between the parties, to attend Association Executive Board meetings. The bus drivers' time associated with these meetings shall be unpaid. The District reserves the right to cancel this arrangement at any time beyond expiration of this Agreement.

Section J - Summer School Employee Selection Process

This section excludes Transportation. Policies and procedures for drivers can be found in the Transportation rider, Section 3, L "Summer Assignment Bidding."

The District Summer School posting and application will be sent out to all employees by the first week in April from the Administrative Personnel Officer in Human Resources.

District employees will have two (2) weeks to complete the application via Google forms and submit it to Human Resources. Employees must use their District email account in order to fill out the application.

Employees will receive an email confirming the submission of their application once they fully complete and submit the Google form.

Applicants will be placed in positions by Human Resources in conjunction with the Department of Instruction and Student Services.

Selection of employees will be based on the following criteria:

1. Grade level placement of the employee during the school year.

2. Experience and effectiveness in working with students at that level.

3. Employee attendance.

All applicants who are selected will be contacted via email by Human Resources and be asked to accept or decline the position for which they were selected by the first week in May. Selected candidates will have 48 hours to respond with acceptance of the position.

If applicants are not selected, they can request to be added to the substitute list for summer and may be contacted if a need arises.

Applications will stay active throughout summer school in order to contact interested staff should positions that were filled become vacant.

ARTICLE 5 - DISTRICT RIGHTS

Section A - Retention of Rights

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

Section B - Specified Limits Only

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

ARTICLE 6 - FAIR EMPLOYMENT PRACTICES

The Union, its members and the Board of Education agree to provide equal employment opportunity to all persons as required by state, federal, local laws, and board policy.

ARTICLE 7 - CONCERTED ACTION PROHIBITION

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

ARTICLE 8 - SUPERVISION

Although it is recognized that certain classifications of employment entail certain supervisory responsibilities, it is understood by the parties and mutually agreed that no bargaining unit members shall assess the performance or contribute to the assessment of the performance of another bargaining unit member, except evaluations regarding probationary employees, except in situations wherein student/children safety is compromised or otherwise negatively impacted.

Section A - Family Medical Leave Act of 1993

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

1. Purpose of Leave

   Unpaid leave maybe granted for any of the following reasons:

   a. Up to twelve (12) weeks, to care for the employee's child after birth or placement for adoption or foster care;

   b. Up to twelve (12) weeks, to care for the employee's spouse, son, daughter, or parent who has a serious health condition; or,

   c. Up to twelve (12) weeks, for a serious health condition that makes the employee unable to perform the employee's job.

   d. Up to twenty-six (26) weeks of leave for Military Caregiver Leave under subsection 6, below.

   e. Up to twelve (12) weeks of leave for family members of service members of the National Guard or Reserves under subsection 7, below.

2. Notice, Duration and Certification

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

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

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

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

   The employer will require medical certification to support a request for a leave because of a serious health condition and may require second or third opinions (at employer's expense)

and a fitness for duty report to return to work. The medical certification must include the first anticipated date of absence from service to the employer and the expected date of return. The medical certification to support a leave for family medical reasons must include a statement indicating that the employee's presence is necessary or would be beneficial for the care of the family member and the period of time care is needed or the employee's presence would be beneficial.

When leave is required for a serious health condition, employees will normally be given fifteen (15) calendar days to obtain the necessary medical certifications to support the leave. Employees will be required, unless the employer waives the requirement, to recertify the need for the leave at least every thirty (30) days and must report in on a periodic basis no less often than every two (2) weeks with respect to their progress, the progress of their parent, spouse or child, and their anticipated date for return to work.

3. Wages and Benefits

Leave will be unpaid except as covered by earned sick leave, vacation time and/or any short term/long term disability insurance.

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

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

4. Return to Work

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

5. Eligibility Year

For purposes of determining eligibility for a leave, the employer hereby adopts a rolling twelve (12) month period whereby each time an employee takes family and medical leave, the remaining leave entitlement will be a balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (12) months.

6. Military Caregiver Leave

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

a. "Family member" is defined as the spouse, parent, son, daughter, or "next of kin" (as defined by the FMLA regulations).

b. Covered service members include: members of the Armed Forces, including the National Guard or Reserves.

c. Determination of "in the line of duty on active duty" shall be as determined by the Department of Defense or its authorized healthcare representative.

d. "Serious illness or injury" shall be defined as a condition that may render the service member medically unfit to perform the duties of they/their office, grade, rank or rating in the military.

7. Family of National Guard/Reserves

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

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

Section B - Absence Reporting

When an employee is unable to report to work for any reason, they/their must notify they/their immediate administrator as soon as possible stating the reason for the absence. Failure to do so may result in loss of pay.

Section C - Initial Report

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

Section D - Holiday Exclusion

When an employee is ill during a holiday, they/their shall not experience loss of sick leave for the holiday.

Section E - Vacation Options

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

Section F - Immediate Family Illness

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

Section G - Continuation of Fringe Benefits on FMLA

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

ARTICLE 9 - SICK LEAVE

Section A - Sick Leave Accrual

This section does not apply to Transportation or 12-month secretaries. Policies and procedures for those employees can be found in each rider.

Each employee shall be provided with ten (10) days of paid sick leave at the beginning of July 1 - the start of the "benefit year". A day of sick leave shall be based on the employee's regularly scheduled daily hours. For employees hired during a benefit year, the District will prorate the paid sick leave that is provided under this subsection. For newly hired employees, the employee is eligible to use

accrued paid sick leave during their probationary period. Accrued paid sick leave may be used in one-half day increments. If requested by the Employer to provide supporting, reasonable documentation, an employee will have no more than fifteen (15) days to provide the requested documentation. Documentation signed by a health care professional is reasonable. If an employee exhausts the entirety of their allotted paid sick leave in a particular school year, the District may request supporting documentation at any time, and the employee must provide the documentation as soon as practicable. For example, after an employee utilizes all ten (10) sick days that were allotted to them, any utilization of previously accumulated sick leave from prior school years will require supporting documentation.

The District shall comply with all provisions of the Michigan Earned Sick Time Act. The District may take adverse personnel action against an employee if the employee uses earned sick time for a purpose other than a purpose described in the Michigan Earned Sick Time Act. Paid sick leave may be taken for the following reasons:

1. The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.

2. The employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care or treatment of employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the employee.

3. Employee's family member includes biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis; a biological parent, foster parent, stepparent, or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or individual who stood in loco parentis when the employee was a minor child; an individual to whom the employee is legally married under the laws of any state or a domestic partner; grandparent; grandchild; a biological, foster, or adoptive sibling; an individual related by blood to the employee; an individual whose close association with the employee is equivalent of a family relationship. When there are two individuals that live together for a number of years, they will be covered by the above definition of spouse.

4. If the employee or the employee's family member is a victim of domestic violence or sexual assault; the medical care of psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

5. For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child.

6. For closure of the employee's primary workplace by order of a public official due to public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public emergency; when it has been

determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

Section B - Sick Leave Accumulation

Unused sick leave shall carry over from year to year and shall have unlimited accumulation.

Section C - Sick Leave Bank

A non-probationary employee who has exhausted they/their sick days may request additional days from a sick bank for an approved medical leave related to their own serious medical condition. Donations of unused sick leave by other bargaining unit members are voluntary. Application for days from the sick bank must be in writing and may not exceed the number of days to qualify for LTD.

1. Sick Bank Leave must be taken in minimum increments of five (5) consecutive days, unless the employee has on file with Human Resources a medical treatment plan that is contained in a medical certification that designates treatment on non-consecutive days. Any initial petition for these circumstances must be approved by Human Resources and KSP President after exhaustion of the employee's paid sick leave account.

2. In cases where an employee requires sick leave beyond subsection 1 limits above, an Ad Hoc Committee composed of two (2) bargaining unit members and the District Compliance Specialist (HR representative) shall review the anonymous request.

3. The committee shall determine, by majority vote within five (5) business days after the committee meets, whether to grant an extension of up to a total sixty (60) days of sick leave bank (which will include any previous sick-bank leave days), based on medical documented and demonstrated need.

4. The Ad Hoc Committee may require additional documentation when considering extensions beyond 14 workdays. The Ad Hoc Committee's decision is final.

5. If there are insufficient days in the sick bank, then a written notification will be sent to bargaining unit members advising of the request for a donation of accrued sick leave hours. Bargaining unit members will have five (5) workdays to return the Voluntary Sick Leave Bank Forms (in the Appendices of this Agreement) to the Union President or the Human Resources Department.

6. Employees desiring to donate accrued sick leave time will only be allowed to donate accrued sick days, not personal leave time.

7. The requesting employee will be paid based on their current pay rate when the employee began the sick leave. There will be no step advancement during the medical leave of

absence, and the requesting employee will not accrue sick days during the medical leave of absence.

8. The requesting employee must have exhausted their own sick leave time in order to be eligible to receive donated hours.

9. If an employee exhausts their sick bank leave (whether it be 14 workdays or an approved extension) and requires additional medical leave, they may be eligible to utilize short term disability benefits in accordance with the employer's policy and applicable law, if they elected coverage. In no event can an employee receive sick bank leave if the employee is eligible for disability insurance benefits.

Section D - Loss of Seniority

Except for the bus driver loss of seniority provisions in the Bus Driver Rider, any other contract language that is inconsistent will be deleted or appropriately modified. This provision will control over any conflicting contract language. The District proposes to place this provision in the Common Section of the KSP contract.

An employee's seniority, classification seniority, departmental seniority and employment relationship with the Employer shall terminate for any of the following reasons:

1. If the employee quits or retires.

2. If the employee is terminated or discharged and the termination or discharge is not reversed through the grievance procedure set forth in this Agreement.

3. If the employee is absent from work for three (3) consecutive working days and fails to notify the Employer for each of those three (3) consecutive days unless the absence and/or failure to notify is for a reason satisfactory to the Employer.

4. If the employee fails to report for work on the required date for return from an approved leave of absence, vacation, or disciplinary suspension, unless the failure to return to work is for a reason satisfactory to the Employer.

5. If the employee is on layoff status for a period of two (2) years or the length of the employee's seniority, whichever is greater.

6. If the employee is on a disability leave for a period of twelve (12) consecutive months or on a workers' compensation leave for a period of eighteen (18) consecutive months.

7. If the employee fails to return to work on the required date following recall to work from layoff in accordance with the procedures established in this Agreement, unless the employee's failure to return to work is for a reason satisfactory to the Employer. The employee must return to employment within fourteen (14) calendar days after receiving email or the day after the District sends first class mail to their address on record.

8. If the employee is convicted of a felony or misdemeanor offense relating to offenses in Section 1539, MCL 380.1530 of the Michigan Revised School Code or the employee violates the reporting requirements in Section 1230d of the Michigan Revised School Code, MCL 380.1230d for reporting criminal charges and convictions.

9. The KSP Union and KPS agree that attendance is vitally important for day-to-day operations of a school district. It is therefore agreed that if an employee no-calls/no-shows three (3) days in a row or does not show up when disciplinary meetings regarding attendance are scheduled, the District is entitled to terminate their employment and post their position without following the disciplinary procedures of the contract. Documentation of contact with the employee must be done within five (5) business days of the incident and reported to it the Human Resources Department within that timeframe.

ARTICLE 10 - OTHER ABSENCES

Section A - Workers Compensation

In the event of an injury or illness, compensable under the Michigan Worker's Compensation Law, the affected and necessarily absent employee may elect to be paid from they/their 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 they/their received from the Worker's Compensation Commission and they/their regular salary during such necessary absence. The employee will submit their election in writing to the payroll department.

Section B - Meeting Attendance with Approval

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

Section C - Non-illness Absences

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

Section D - Unpaid Leave of Absence

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

Section E - Jury Duty

An employee who is required to and reports for jury duty shall be paid their regular rate of pay for each day of jury duty, provided the employee turns over to the District's payroll department the jury duty pay received by the employee.

Section F - Subpoena

Employees receiving a subpoena or any other notice to testify in court regarding a matter involving the District, while on duty, will be compensated at their regular rate of pay for the time they are in court, provided they submit to the District's payroll department any witness fee/mileage received in

connection with the subpoena. This section does not apply to any legal matter in which the employee is the plaintiff or complainant against the District.

Section G - Military Leave

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

Section H - Extended Leave of Absence

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

1. Employees on leave who wish to return to work shall request placement in writing. They/their will be interviewed for the first vacant position for which they/their is qualified. If employment is offered, they/their will be permitted to accept or reject the position without losing they/their leave of absence status. During the time the employee is on leave, they/their will be interviewed for each position for which they/their is qualified. A one (1) year extension of the leave may be requested.

2. The leave of absence shall not entitle the employee to pay increment or sick leave accrual during the time away from employment. The employee shall retain they/their pay status and sick leave credit accumulated until the time of expiration of re-employment privilege.

3. A leave of absence may be terminated at any time by mutual agreement between the employee on leave and the Superintendent. A leave of absence is automatically terminated when the employee accepts other full-time employment.

4. A leave of absence, not to exceed four (4) months, may be granted to an employee with the approval of the immediate administrator and the Assistant Superintendent of Human Resources to pursue work-related education. Upon return from such leave, the employee shall be returned to the same position.

Section I - Leaves of Absence

It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. It shall constitute a legitimate cause for discipline, up to and including discharge, for an employee to falsify the reason for a leave of absence. All unpaid leaves of absence, including but not limited to, layoffs, disability or medical leave, workers' disability compensation leaves or personal leave, if approved, shall be without pay of any type or benefits, except for the following:

1. Insurance will continue for Family and Medical Care Leave, which shall run concurrently with any disability, medical, or worker's disability compensation leave that involves an employee's serious medical condition.

2. Including any FMLA leave, the District will continue its contributions toward an employee's insurance for up to a maximum of 12 months while the employee is on worker's disability insurance leave.
3. The employee may use accrued sick days (not including personal days) during any unpaid disability, medical, or worker's disability compensation leave. Accrued sick days may be used to supplement worker's disability compensation payments.
4. Employees who are eligible to access this Agreement's sick bank provisions may use sick days (maximum of 60 days for the school year) from the sick bank during any unpaid disability, medical, or worker's disability compensation leave. Accrued sick days may be used to supplement worker's disability compensation payments.
5. An employee on FMLA leave will be paid any off-schedule stipends and/or bonuses that are scheduled to be paid during the employees' FMLA leave.

ARTICLE 11 - PERSONNEL SKILLS DEVELOPMENT

Section A - Development of Work Skills

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

Section B - Personnel Skills Committee

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

Section C - Tuition Reimbursement

The parties agree to pay the tuition reimbursement for work related classes upon the employee's request with written proof that the employee is registered in the amount of $137.50 per class.

The employee will have 60 calendar days to successfully complete an online class and then 30 calendar days after completion to submit written proof to the Human Resources Department that the employee has successfully completed the class. For college credit courses the employee will have 30 calendar days after completion of the semester to submit written proof of successful completion to the Human Resources Department. If the employee does not submit written proof of successful completion within the above time periods, then the District will deduct the tuition payment from the employee's payroll. Proof of successful completion of coursework must be provided upon completion of the Semester.

Section D - Revision of the Agreement

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

Section E - Non-Unit Professional Development

On days designated in the school calendar as Professional Development without students, the District will provide Professional Development opportunities for training for bargaining unit employees or for those employees who are not included or cannot participate in Professional Development, assign duties and responsibilities relevant to their classification.

ARTICLE 12 - GRIEVANCE PROCEDURE

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

Section A - Informal Step

The first step of the procedure shall consist of a conference between the employee and they/their immediate administrator, either directly or with the Association representative, to discuss concerns about administration, interpretation, or application of this Agreement, with the object of resolving the matter informally. This conference shall be requested by the employee or the Association representative within ten (10) working days of the incident or when the grievant reasonably should have known about the contract violation. The parties shall jointly draft, sign, and date a memo indicating that such conference was held. If the response is not included in the memo, the immediate supervisor shall respond to the verbal grievance within five (5) working days after the date the memo signed.

Section B - Step 1

Step 1: If the grievant is not satisfied that the grievance was resolved in the Informal Step, they/their shall submit to the other party a written statement of the grievance on the form as provided in Appendix B to the immediate supervisor. This step shall be taken within five (5) working days of the conference or the grievance shall be considered null (see Section F.) The person with whom the grievance is filed shall reply in writing within five (5) working days of receipt of the written grievance. There will be no amendment of the grievance unless the District agrees in writing. To be entitled to relief requested by the grievance, all grievants must be identified at step one and must sign the grievance.

Section C - Step 2

Step 2: Failing satisfactory settlement between the employee and they/their immediate administrator, the grievance form shall be referred by the grievant to the Department of Human Resources within five (5) working days of the administrator's reply. A conference shall be scheduled within five (5) working days of the referral. The Department of Human Resources shall hear the grievance. An earnest effort shall be made by both parties to settle the grievance. The Office of Contract Administration shall answer the grievance within five (5) working days from the hearing.

Section D - Step 3

Step 3: Failing resolution at Step 2, the grievance shall be submitted to the Superintendent or they/their designee within ten (10) days following such conference. The Superintendent or they/their designee shall conduct a conference with the grievant and the grievant's representative within ten days following receipt of grievance. The Superintendent or they/their designee shall render a disposition within ten (10) days following such conference.

Section E - Step 4 - Mediation

Step 4: If the grievance is not satisfactorily settled in Step 3, the Association may request mediation by the Michigan Employment Relations Commission by giving written notice to the Employer through the Human Resources Department of its intent to do so within fifteen (15) days following receipt of the Employer's Step 3 response. This Mediation step is a required step before Step 5 binding arbitration. Thereafter, Representatives of the Employer and the steward and/or a non-employee representative of the Association shall confer with the mediator assigned to assist in resolving the dispute. Within fifteen (15) days of the conclusion of this conference, the designated representative of the Employer shall signify in writing the Employer's final response to the grievance.

Section F - Step 5

Step 5: In the event the grievance is not settled at Step 4, either the District or the Association shall have the right to appeal the grievance to the impartial arbitrator appointed under and in accordance with the rules of the American Arbitration Association. If the Association decides to go to arbitration, it shall file its appeal with the American Arbitration Association and inform the District of such within fifteen (15) workdays.

Section G - Withdrawal of Grievance

A grievance may be withdrawn at any level. Any grievance not advanced to the next step within the time limit in that step shall be deemed abandoned. If the District fails to respond in a timely manner as specified in the grievance steps, then the grievance shall advance to the next step. Time limits at any step may be extended by mutual agreement in writing, then the new date shall prevail. Workdays shall be defined based on the contract calendar days of the particular bargaining unit member's classification.

Section H - Power of the Arbitrator

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

1. They/their shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

2. They/their shall have no power to rule on any claims or complaints for which there is another remedial procedure or forum established by law or by regulations having the force of law.

3. They/their shall have no power to rule on the dismissal or discipline of a probationary employee.
4. They/their shall have no power to rule on the placement and/or transfer of an employee wherein the District made the determination based on recommendation from the interview team.
5. Any retroactive claim for damages, including back pay, shall be limited to six (6) months of payroll before the date the written grievance is submitted under Step 1.

Section I - Association Representation

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

Section J - Arbitrator Award Binding of Parties

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

Section K - Cost of Arbitration

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

ARTICLE 13 - COMPENSATION

Section A – Wages

All classification wages are set forth in each classification rider.

For the 2025-26 contract year, the following are the general agreements as it relates to wage increases. Each of these are reflected in the classification riders in detail.

1. 2.29% to all employee group schedules except see new wage table for Bus Drivers
2. CSO receive up to three (3) snow days.
3. No enrollment bonus.
4. Step increases all employee groups.
5. Retroactivity to July 1, 2025, all employee groups.
6. All employee groups get a paid day for mid-winter break.

Section B - Insurance

The employer shall provide the following MESSA–PAK insurance plans or cash option to all bargaining unit employees.

Plan A – Available ONLY to Bus Drivers, Paraprofessionals and Office (10 and 12 month) classifications hired prior to October 1, 2025. Not available to all Campus Safety and Montessori Teaching Assistants classifications or all employees hired after October 1, 2025.

Health 80%/20% Cost Share	MESSA Choices $500/1000 In-Network deductible $1000/2000 annual Out-of-Network deductible $20/$20/$25/$50 OV/SV/UC/ER (Office Visits/Specialist Visits/ Urgent Care/ Emergency Room) co-pay $20/$20/$20 IN Teladoc health 25-7/MH/PC co-pay 5-Tier Rx Includes Preventive Hearing Care Adult Immunizations
Long Term Disability 100% Employer Paid	Secretaries, Parapros & Bus Drivers 50% $8,000 maximum/month 90 calendar day - modified fill Pre–existing condition waiver Campus Safety Officers 50% $4,000 maximum/month 90 calendar day - modified fill Pre–existing condition waiver
Life Insurance 100% Employer Paid	$10,000 Secretaries & Parapros $15,000 Bus Drivers $50,000 Campus Safety Officers
Vision 100% Employer Paid	VSP 2S Secretaries & Parapros VSP 3 Bus Drivers VSP 2 Campus Safety Officers
Delta Dental 80%/20% Cost Share	Secretaries & Parapros Class I, II, III + max: 80/80/80: $2,000 Class IV + max: 80: $1,500 Bus Drivers & Campus Safety Officers Class I, II, III + max: 80/80/80: $2,000

Plan B – Available to all KSP bargaining unit members.

Health 80%/20% Cost Share	MESSA ABC 1 $1700/$3400 annual In-Network deductible $3400/$6800 annual Out-of-Network deductible 5-Tier Rx Includes Preventative Care and Hearing Care
Long Term Disability 100% Employer Paid	Secretaries, Parapros & Bus Drivers 50% $8,000 maximum/month 90 calendar day - modified fill Pre–existing condition waiver Campus Safety Officers 50% $4,000 maximum/month 90 calendar day - modified fill Pre–existing condition waiver
Life Insurance 100% Employer Paid	$10,000 Secretaries & Parapros $15,000 Bus Drivers $50,000 Campus Safety Officers
Vision 100% Employer Paid	VSP 2S Secretaries & Parapros VSP 3 Bus Drivers VSP 2 Campus Safety Officers
Delta Dental 80%/20% Cost Share	Secretaries & Parapros Class I, II, III + max: 80/80/80: $2,000 Class IV + max: 80: $1,500 Bus Drivers & Campus Safety Officers Class I, II, III + max: 80/80/80: $2,000

Plan C – Available to all bargaining unit members

Health 80%/20% Cost Share	MESSA ABC 2 $2000/$4000 annual In-Network deductible $4000/$8000 annual Out-of-Network deductible 5-Tier Rx Includes Preventative Care and Hearing Care
Long Term Disability 100% Employer Paid	Secretaries, Parapros & Bus Drivers 50% $8,000 maximum/month 90 calendar day - modified fill Pre–existing condition waiver Campus Safety Officers 50% $4,000 maximum/month 90 calendar day - modified fill Pre–existing condition waiver
Life Insurance 100% Employer Paid	$10,000 Secretaries & Parapros $15,000 Bus Drivers $50,000 Campus Safety Officers
Vision 100% Employer Paid	VSP 2S Secretaries & Parapros VSP 3 Bus Drivers VSP 2 Campus Safety Officers
Delta Dental 80%/20% Cost Share	Secretaries & Parapros Class I, II, III + max: 80/80/80: $2,000 Class IV + max: 80: $1,500 Bus Drivers & Campus Safety Officers Class I, II, III + max: 80/80/80: $2,000

Plan D – Available to all bargaining unit members

Cash in Lieu of Health	$400/month for full time employees $100/month for part time employees or employees who have spouse or parent in District receiving health insurance Excludes Bus Drivers – see details in Bus Driver Rider
Long Term Disability 100% Employer Paid	Secretaries, Parapros & Bus Drivers 50% $8,000 maximum/month 90 calendar day - modified fill Pre-existing condition waiver Campus Safety Officers 50% $4,000 maximum/month 90 calendar day - modified fill Pre-existing condition waiver
Life Insurance 100% Employer Paid	$15,000 Secretaries, Parapros & Bus Drivers $50,000 Campus Safety Officers
Vision 100% Employer Paid	VSP 2S Secretaries & Parapros VSP 3 Bus Drivers VSP 2 Campus Safety Officers
Delta Dental 80%/20% Cost Share	Secretaries & Parapros Class I, II, III + max: 80/80/80: $2,000 Class IV + max: 80: $1,500 Bus Drivers & Campus Safety Officers Class I, II, III + max: 80/80/80: $2,000

1. Health Savings Accounts (HSA) in Plan B and C shall be funded at 80% for full-time employees. HSA funding as proposed below:

    a. Current employees shall receive 60% of the HSA funding on January 1 and 40% funding if they return to work in September.
    b. New employees shall receive 50% funding on January 1 and 50% funding if they return the following September.
    c. Any employee who terminated employment shall be subject to paying back the unearned HSA portion (earned at 1/12 per month), limited to their remaining pay(s).

Section C: Summer Pay

Employees in all classifications shall be paid their regular hourly rate for summer school.

With the exception of bus drivers (procedure outlined in the bus driver rider), bargaining unit members may use up to two (2) accrued sick days during summer school.

ARTICLE 14 - GENERAL/MISCELLANEOUS

Section A - Working Conditions

Reimbursement for Employee Property. The District shall reimburse an employee for loss, damage or destruction of personal property which was utilized in the performance of the employee's normal work duties, and which was damaged as the result of the acts of students, school district employees, or other individuals who are responsible for such loss. Items utilized for instruction and personal property, such as glasses and watches, will not be subject to a depreciation factor when calculation is made relative to the value of such items. Items such as clothing and vehicles shall be subject to normal depreciation when calculating an employee's loss. The District will reimburse the employee up to an amount equal to the deductible on the employee's insurance, which covers the loss; but in no case shall such reimbursement exceed $500.00. There shall be no reimbursement for any loss or damage in cases where the employee did not exercise reasonable care to secure and/or protect the personal property.

Section B - Employee Facilities

The District shall make available at each facility a lunchroom, restroom, and lavatory facilities for employee and other adult use. A lounge or study area, appropriately furnished, shall be reserved for use by Bargaining Unit Members. A lockable area for personal property storage shall be made available for each staff member. This will not be a student locker unless the employee can add their personal lock. Provision for lounge and study areas will be made in all future buildings. Such facilities shall not be available to students.

Section C - Parking

Reasonable and safe accommodation shall be maintained for employees to allow off-street parking at every facility.

Section D - Medical Testing

The District shall provide, at no cost to the employee, all medical testing, and examinations when the District requires the medical test or examination.

ARTICLE 15 - BOARD RIGHTS

The Employer's judgment in these respects shall not be subject to challenge It is provided, however, that these rights shall not be exercised in violation of any specific provisions of this agreement as written;

1. The right to manage and control the School District in all of its operations and activities;
2. The right to determine all matters of management policy, facility and department scope, layout, operation and location;
3. The right to determine the location where work will be performed;

4. The right to terminate, merge, consolidate, or otherwise transfer or reorganize the Employer's operations and services or any part thereof;
5. The right to direct the work of the bargaining unit including, but no way limited to the right to hire, discipline for any reason that are not arbitrary and capricious (unless just cause is expressed), suspend, discharge, promote, demote, assign, train, transfer or layoff and recall employees;
6. The right to reduce or increase the size of the workforce;
7. The right to assign duties, determines the number of employees and staffing patterns required and the numbers of hours in employee work schedules;
8. The right to establish and change work schedules and starting and quitting times, except the Employer will make every reasonable effort to provide fourteen (14) days' notice to impacted bargaining unit employees, unless there is an emergency;
9. The right to eliminate totally or partially or combine otherwise revise existing job classifications, jobs, or positions;
10. The right to establish new job classifications;
11. The right to establish or change job descriptions;
12. The right to establish and change from time to time rules and regulations, including safety rules and regulations, and to fix and determine penalties for violations;
13. The right to establish and change personnel policies and procedures;
14. The right to maintain safety, order and efficiency;
15. The right to establish satisfactory productivity and work standards;
16. The right to make judgements as to employee qualifications, including ability and skill;
17. The right to determine the nature, number and organization of facilities and departments;
18. The right to discontinue totally or partially or combine or reorganize any part or all of the Employer's operations;
19. The right to be the exclusive judge of all matters pertaining to the services that the Employer provides and delivery of those services;
20. The right to determine the methods, procedures, processes and means of providing and delivering services and the equipment to be acquired or used to provide such services;
21. The right to establish the standards of quality of services;
22. The right to determine the methods, processes and means to be used in the providing and delivering of services;
23. The right to continue and maintain the Employer's operations and services as in the past and prior to the effective date of this Agreement;
24. The Employer shall also have the right to study, introduce and use new, improved or different methods, means, equipment, and the Employer shall also have the right to use outside assistance either in or outside of the Employer's facilities;
25. The right to make technological or labor-saving changes.

The District's judgment in the above matters shall not be subject to challenge unless exercised in violation of the specific provisions of this Agreement.

ARTICLE 16 - UNION DUES PAYROLL DEDUCTION

The following shall become effective on July 1, 2026:

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

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

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

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

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

Upon receipt of authorized payroll deductions for Association dues, assessments, and contributions to the Association, the Employer shall transmit these payments to the Michigan Education Association via provided Accounts Payable Check within 10 (ten) days of when the payroll deductions took place.

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

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

1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires and
2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels and
3. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

ARTICLE 17 - SEPARATION AND SAVINGS CLAUSE

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

ARTICLE 18 - DURATION OF AGREEMENT

Section A - Self-Reporting Arraignment

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

Section B - Emergency Manager

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

Section C – Signature Page

After the expiration date of this collective bargaining agreement and until a successor collective bargaining agreement is fully ratified and fully executed, the District shall not pay compensation, wages, and benefits (including but not limited to all insurance benefits and any advancement on the salary schedule) than those in effect on the expiration date of this collective bargaining agreement. The District is authorized to make any necessary payroll deductions to pay the increased costs of maintaining benefits until a successor collective bargaining agreement is ratified and executed. Any retroactive compensation or benefit levels or amounts will not be automatic, but they will be subject to collective bargaining negotiations.

MICHIGAN EDUCATION ASSOCIATION
KALAMAZOO SUPPORT PROFESSIONALS

Kristen Rice
KSP President

Tom Greig
MEA UniServ Director

KALAMAZOO PUBLIC SCHOOLS

Kelly Davis
Executive Supervisor, Human Resources

Marshall Grate
Chief Spokesperson

CHAPTER 2: BUS DRIVER UNIQUE PROVISIONS RIDER

ARTICLE 1 - DRIVERS MUTUAL CONCERNS

Section A - Mutual Concerns

The Parties agree to meet no less often than one (1) time per month to discuss mutual concerns not directly related to contract negotiations or pending grievances. Each August, meeting dates will be scheduled for that school year. The Schedule will be subject to change upon agreement of the parties. The Parties acknowledge that this committee will include representatives of the Association and Employer but that no matter which may require a change in the Agreement may be approved by the committee without the approval of the bargaining unit.

ARTICLE 2 - DRIVER UNION STEWARDS

The Union assures that it will maintain a minimum of five (5) stewards and shall inform the District of who they are.

In matters involving discipline, the supervisor will inform the driver of their rights to be represented by a Union Representative; the meeting will not occur until a Union Representative is available. The employee may refuse Union representation by acknowledging such in writing.

When ten (10) or more summer assignments will be filled during the summer work period, at least one (1) of such position shall be awarded to a Union Representative, who will normally be the Senior Representative, unless none of the designated Union Representatives desires to work during the summer work period. The Representative shall be given only such extra seniority to allow they/them to accept the last available assignment. During the May Mutual Concerns meeting, it will be determined if there will be a representative/representatives with enough seniority to bid on a summer route or if it will be necessary to grant a representative extra seniority.

ARTICLE 3 - DISTRICT RIGHTS

The District's right to reprimand, suspend and discharge employees for just cause and to ensure safe operations includes the right to implement and administer reasonable rules, regulations, and policies. The Board shall have the right to make rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety, security, efficient and/or effective operations. This shall include the right to modify and enforce rules governing regulation and testing for substance use, provided however, such rules shall not be broader in scope than those required or allowed governing other transportation employees subject to U.S. Department of Transportation regulations. The Board shall make the Employees and the Union aware of new or modified rules and regulations prior to implementation. All Employees shall be required to adhere to the general policies of the Board and shall observe and obey all rules and regulations of the Board. The rules and regulations shall not limit the Board's right to discipline or discharge Employees under appropriate circumstances whether or not the cause for such action is addressed in said rules. Such discipline may be challenged through the grievance procedure.

Section A - Subcontracting

Subcontracting: The Board reserves the right to subcontract whenever such subcontracted services will provide more efficient services to the City of Kalamazoo School District.

ARTICLE 4 - SYSTEM FOR PROGRESSIVE DISCIPLINE/PERFORMANCE IMPROVEMENT

Section A - Work Rules

Board Rules and Regulations. Drivers are expected to comply with the rules found in the KPS Department of Transportation Training Manual. The provisions of the Manual shall not be inconsistent with the provisions of the Master Agreement.

Section B - Driver Discipline

Driver Discipline. No driver shall be disciplined, reprimanded, or reduced in compensation without just cause. Any disciplinary action shall be handled in a professional manner and in private. The driver is entitled to, upon request, Union representation at each step. Any disciplinary action may be challenged through the Grievance Procedure found in Article 6 of the Master Agreement between the parties.

The employer has seven (7) workdays after they have knowledge or reasonably should have known of a violation or misapplication of any act that warrants disciplinary action to notify driver of potential disciplinary action.

It is agreed that there may be situations where an investigation after the initial meeting with the driver may require more than seven (7) workdays, in such situations the administration can request an extension to complete their investigation to determine whether disciplinary action will be taken.

Section C - Progressive Discipline

System For Progressive Discipline/Performance Improvement. The progressive discipline steps will be followed unless the seriousness of the violation or indication of unprofessional performance, such as illegal, unsafe, gross, or immoral activity, warrants stronger disciplinary action on the first occasion. Multiple unrelated offenses over a short period of time may also justify disciplinary action at a different step. The guiding concern for this process, where applicable, shall be the safety and welfare of KPS students.

Step 1 - First Offense or Indication of Unsatisfactory Performance.

The driver will have a conference with Management about the problem in question. If an oral reprimand is issued, the issuing supervisor will make a note to the employee's file as to the date, the infraction, the circumstance, and the parties present at the disciplinary notification. The driver will be provided a copy of this record.

An oral reprimand has an active file life of six (6) months.

Step 2 - Second Offense or Indication of Unsatisfactory Performance.

The driver will have a conference with Management about the problem in question. A written reprimand about the unsatisfactory performance will be placed in the driver's file. Employee and Union Representative will sign the written reprimand document to acknowledge receipt of the notification, not as an admission of an infraction.

A written reprimand has an active file life of nine (9) months.

Step 3 - Third Offense or Indication of Unsatisfactory Performance.

The driver will have a conference with Management about the problem in question. A written reprimand about the unsatisfactory performance will be placed in the driver's file. The driver may also be subject to suspension, with or without pay.

Step 4 - Fourth Offense or Indication of Unsatisfactory Performance.

The driver will have a conference with Management about the problem in question. A written reprimand about the unsatisfactory performance will be placed in the driver's file. The driver will also lose their bid route and be placed as a substitute driver.

Step 5 - Future Offense or Indication of Unsatisfactory Performance.

The driver is subject to any of the above as well as termination of employment or transferred to limited service status.

A list of highly serious offenses which may result in termination as follows:

1. Testing positive for drugs or alcohol. Refusing to take any test is equivalent to a positive result.

2. Leaving a student unattended on a bus after completing an assignment.

3. Assault, threat of assault, or verbal abuse of any person in the school community.

4. Submitting false information on pre-trip vehicle inspections, payroll records, collision reports, or other official documents. Failing or refusing to report about vehicle collisions or any personal injury event is equivalent to submitting false information.

5. Theft or destruction of others' property.

6. Conviction of a felony.

7. Disabling, disconnecting, or bypassing any operation system, piece of equipment, or safety feature on a pupil transportation vehicle.

8. Carrying or transporting a weapon of any kind while on duty or on KPS property.

9. Violation of Michigan's Corporal Punishment and Seclusion and Restraint statutes and any violated policies or administrative guidelines.

10. Violation of the District's Harassment Policies.

11. Any act that endangers or threatens imminent danger to students, KPS staff, or the general public.

ARTICLE 5 - SENIORITY

Section A - Definition of Driver Seniority

Seniority is defined as the driver's length of employment by the District in this unit since their last date of hire subject to the other provisions of this Article. Seniority shall be utilized solely for those purposes and to the extent specifically authorized by other provisions of this Agreement. Date of hire is the date trainees receive their Commercial License Permit (CLP). If a new driver has a current CDL, seniority date will be the first date of training.

Section B - Probationary Drivers

When a new employee is hired, they will be a probationary employee for the first ninety (90) days of employment, exclusive of the time between the last scheduled day in June and the first scheduled day in August. A probationary employee will have no seniority rights, but when such rights are acquired, service will date back to the last date of employment. The District may terminate the employment of a probationary employee at any time with or without cause or notice and such action shall not be subject to review in the grievance/arbitration procedures.

In the event that more than one individual has the same first day of work, the relative place of such persons on the seniority list shall be determined by a drawing of lots participated in by all affected bargaining unit members and a Union Representative.

Section C - Driver Loss of Seniority:

An employee's seniority will terminate for any of the following reasons:

1. If the employee quits or retires.

2. If the employee is discharged for just cause and the discharge is not reversed through the grievance procedure.

3. An employee who has been laid off and fails to report within five (5) working days after being notified to return to work, or after being recalled by registered mail or certified

mail at their last address on record. It is the employee's duty to notify the Board's personnel office of any change of address.

4. If the employee is absent from work for three (3) consecutive working days without properly notifying the Executive Supervisor, Dispatcher, or Scheduler.

5. If the employee does not return to work on the required date following a leave of absence, unless excused in writing by the Executive Supervisor or the Director of Human Resources.

6. If the employee is laid off or on leave of absence for any reason, other than workers' disability compensation leave, for a period equal to the length of the employee's seniority at the time their layoff or leave began or one year, whichever is less.

Section D - Driver Layoff and Recall:

1. In reducing the work force because of lack of work, or other legitimate cause, the last employee hired shall be the first employee laid off, and the last employee laid off shall be the first employee rehired within the bargaining unit, providing that the remaining employees are qualified and able to perform the remaining work after a layoff and the eligible employee is qualified and able to do the available work in a recall. If not, seniority will be a secondary factor only as necessary to secure a qualified employee.

2. In the event of a recall from layoff, an employee so recalled shall be given five (5) working days' notice of recall to work, mailed to their last known address by certified letter, return receipt requested. In the event the employee fails to make themselves available for work at the end of said five (5) working days, they shall lose all seniority rights under this Agreement and shall be considered a voluntary quit.

Section E - Return to the Unit

Drivers who have terminated their bus driver position and return as a KPS driver will be placed at the end of the seniority list but will be paid at the step/pay they were at when they left. Drivers returning after more than a six-month absence will have their no-fault points start at +2 points like any new hire (See Appendix B). Drivers returning after less than a six-month absence will have their no-fault points start at the level of when the driver terminated.

Section F - Limited Service and Call in Employees

The District may employ individuals who may be available for assignments only during some hours of the day. These individuals will not have any seniority rights under the agreement, will not be subject to any work assignment or minimum hour guarantees in this Agreement and shall not qualify for any benefit provided in this Agreement. Said employees may only be utilized as fill-in for absent employees or to perform extra assignments when no regular employee is available, qualified, and interested in the assignment. Those employees, if scheduled, will only be assigned to an A.M. or P.M/ component of the base assignment.

The District may also employ individuals who are called in to work when needed. Said employees may only be utilized as fill-in for absent employees or to perform extra assignments when no regular employee is available, qualified, and interested in the assignment. These individuals will not have any seniority rights under the agreement, will not be subject to any work assignment or minimum hour guarantees in this agreement, and shall not qualify for any benefit provided in this agreement.

An employee hired as a limited-service driver will have the right to move into any open regular route which is unfilled by a regular or substitute driver, after the regular bid procedure by claiming that assignment.

No limited service or call-in employee shall be allowed to work any assignment other than base am and pm assignments (including early dismissal on half days). Limited service or call-in employees may drive an after-school program assignment if no other drivers have volunteered to drive.

The Board shall continue its practice of employing casual and call-in drivers to perform fill-in work, provided however, these employees will not be assigned to routes which would lead to the layoff of seniority drivers and such drivers shall not hold a bid route which can be filled with a current seniority driver. Such casual and call-in employees are not part of this Agreement.

The District maintains the right to hire regular employees who are used for fill-in work and who are part of the unit and covered by the seniority provision of the Agreement.

ARTICLE 6 - SCHEDULING

Section A - Introduction

The parties recognize that the Board retains the right to establish, alter and amend all transportation routes and schedules and to add runs, routes, or special trips as it sees fit to provide for the efficient and complete satisfaction of all transportation needs. The parties further recognize that the drivers have an interest in selecting available assignments in a fair and predictable manner. This article is intended to provide a method to secure fair selection of driving assignments.

Section B - Definitions

The following definitions shall be used in composing and assigning driving opportunities:

"Route Note" A notification that a rider has been assigned to any run. An adult employee who is on the bus to assist with monitoring and managing student behavior.

"Rider" A non-bargaining unit employee who is on the bus to assist with monitoring and managing student behavior or monitoring a student with a medical condition.

"Route" An established schedule and combination of runs which begin and end at the transportation yard.

"Run" An established schedule and path which may be either:

- Pick-up or return home schedule for students of a particular school;
- Shuttle for students between school buildings or other facilities during their school day;
- Travel to and from transportation yard or between runs defined above in (a) or (b); and
- Transporting students home from an after-school program.

"Base Assignment" An established schedule and combination of routes, normally a morning route and afternoon route, which form the basic workday for each regularly assigned driver.

"Noon Assignment" An established route which begins after 10:00 a.m. and prior to 1:00 p.m. and which is not coupled with a morning or afternoon route.

"Summer Assignment" An established schedule and combination of routes to be available during the summer school work period.

"Field Trip" An irregular or one time route which includes but is not limited to approved field trips, athletic events, and special events. These trips will be scheduled with the Transportation Department and awarded in accordance with this agreement.

"Emergency Field Trip" A field trip that was not filled using the original posting or appeared after the original posting and more than four (4) hours prior to the trip.

"Unanticipated Run" Any request for transportation services which provides less than four (4) hours' notice to the Transportation office.

Section C - Work Assignment Provisions:

1. **Annual Base Route Assignments.**
   Drivers shall be assigned the same base route which they were assigned the previous school year. If the base route is eliminated and no longer exists, the least senior driver with a bid route shall become a substitute until such time as the employee successfully bids on another base route. Route notes on the route copy will notify drivers that a rider is assigned to the bus. This note will specify if there is a student that requires a rider due to a requirement of their IEP. Other riders may be assigned but are not required.

2. **Shuttle Assignments.**
   Shuttles will be distributed in seniority order to drivers who have less than eight (8) hours in their route and are able to fit the shuttle in with their base assignment. When filling open shuttles and noon runs each day, shuttles and noon runs from different routes will not be combined unless there are insufficient number of drivers to fill the vacancies.

3. **Bidding:**

    1. The bidding procedures which follow in this Section are not used to provide fill-in for routes which are open due to the absence of the driver who normally holds the assignment. These routes will be filled on a daily fill-in basis by assignment in the following order:
        (i) regular drivers not scheduled to work during the time needed to cover the available assignment;
        (ii) substitute drivers;
        (iii) limited service employees;
        (iv) call-in drivers.

4. **Bidding In The Event of Redistricting**:

    1. In the event the Board of Education approves a redistricting plan which has the effect of changing substantially all or a majority of the base assignment routes now in place, the entire route assignment structure will be rebid. In that event the schedule of all base assignments for the regular school period will be published by the Monday before the school year begins. Each driver will be offered the right, in seniority order, to select from the base assignments available at the time of their bid opportunity. That assignment will become the individual's bid assignment.

    2. Drivers who do not secure a bid assignment from this process shall, in seniority order, become substitute drivers.

5. **Noon Assignment Bidding:**

    1. Drivers requesting a noon assignment during the regular school period shall advise the Transportation Office of that request by the Tuesday before school begins each year. Drivers will be assigned a noon assignment on the first day of the school year.

    2. A noon run sign-up sheet for the following school year will be posted one (1) week prior to the end of the current school year. Drivers interested in driving a noon run beginning with the first day of school must complete the sign-up sheet to be considered. Noon runs will be assigned in seniority order prior to the first day of school. Drivers will hold that noon assignment until the October bidding meeting.

    3. A list of biddable noon assignments will be posted on or before the second Monday in October and will state the date and time that bidding is to occur. The time for bidding shall be at least 48 hours after the notice is posted. Drivers shall bid individually in a private area. A Union Representative may be present. Thereafter, each driver will be offered the right, in seniority order, to select from the available noon assignments which do not conflict with their base assignments. No driver shall be allowed to bid for a noon assignment which, when combined with their base assignment, will create an

overtime work schedule unless no other noon schedule is available which can be performed without overtime.

4. Noon runs that materialize after the October bid meeting shall be posted for bid. The run will be awarded to the most senior bidder whose base assignment does not conflict with this noon assignment and the noon assignment will not create an overtime work schedule for the bidder.

5. Noon runs held by bid drivers that need to be covered will be awarded to drivers in seniority order per the daily noon signup sheet provided by management; this includes one (1) stand-by driver per day.

   In the event of an emergency, one (1) verified call will be made to the next senior driver on the initial noon signup sheet.

6. Any runs which are generated from an after-school program shall be bid and awarded to the most senior driver whose base assignment does not conflict with the after-school program. Drivers assigned an after-school program will be paid based on route time or actual time, whichever is greater.

7. In the event a new after school program is implemented that requires significant numbers or buses, the parties will meet to revise this section to allow enough drivers to cover the routes.

8. Only regular non-probationary drivers who are at zero (0) or above in the no-fault attendance policy shall be eligible to bid on base assignments, noon assignments or after school programs.

9. **Field Trip Bidding:** All Field Trips shall be made available on a rotating basis to all regular, eligible non-probationary drivers, who hold a regular bid work assignment, excluding call-in and limited-service drivers. Field trips shall be made available to all experienced subs. Starting with the 2025-2026 school year, drivers may opt into receiving text messages. A sign-up sheet will be posted at in-service for employees who would prefer to receive text messages instead of phone calls from dispatch. The following steps will be followed to award field trips:

   Regular Field Trips

   1. The absolute seniority among drivers shall prevail when drivers with higher and lower seniority are eligible to bid for the same field trip.

   2. All regular non-probationary drivers who are at zero or above in the No-Fault

Attendance Policy shall be eligible to bid on field trips. (Eligibility is based upon the driver's no-fault status on the day the field trip is bid.)

3. A list of all known field trips will be posted by 5:15 a.m. on the third day prior to the trip, along with a list of the drivers who are eligible to bid on the trips. (Wednesday will be the appropriate day for Saturday, Sunday, and Monday trips as a single unit.)

   If the driver is ill on the day their name is posted, the dispatcher will make one verified call or text message to that person by phone at the contact number on file. The driver must respond by 6:00 p.m. the same day and dispatch will complete the bid sheet for them. If the driver cannot be reached or does not respond by the deadline, that driver will be passed over.

4. Each driver bidding on a field trip shall, by 6:00 p.m. on the day of the posting, submit a preference list for the available assignments. Assignment(s) will be made in seniority order with trips being awarded based on the bidders' preference.

5. Drivers who choose not to bid on a posted assignment shall be passed on the appropriate rotation list as though they performed the assignment.

6. Field Trips not known prior to the posting deadline (5:15 a.m.) or not filled by the above procedure because an eligible driver does not submit a bid will be posted as an emergency field trip.

7. A driver whose name appears at the top of both the regular and emergency lists at the same time must elect the assignment the driver prefers in the event of a time conflict. Drivers must respond in accordance with the posting deadlines.

8. A list of awarded trips will be posted by 5:15 a.m. the day prior to the trip.

9. During winter break and spring break the rotation list will go back to the top until regular school begins. Then it will resume where it was before the break. This separate list will be used for all assignments which begin after midnight on the last day of work prior to the break. A posting of all known assignments to be available during the break period will be put up at 5:15 a.m. on the second day prior to the first day of the break period.

   For summer, the regular list ends at midnight Friday of the last week of school and all summer drivers are eligible to bid on trips that occur after that time, this includes drivers that hold a summer position as a rider.

   The rotation list goes back to the top. Summer drivers will be eligible to bid until the last day of their summer assignment.

10. When a regular field trip is posted, the successful bidder shall be guaranteed two (2) hours pay. The guarantee may be for two consecutive hours or split as a take and return

with each portion as a one hour minimum for a total of two hours.

11. Ending times will be posted when that information is available to Transportation, however, ending times are not guaranteed and pay will be for actual time worked or the 2-hour guarantee, whichever is greater.

12. Times are subject to change depending on customer demand. When bidding on a trip, driver is expected to complete the trip.

13. If there is a change in starting time of more than 30 minutes after the original trip has been bid and received and the driver is unable to accommodate the new time, the driver will immediately notify dispatch and the driver will then be owed a field trip and the trip will become an emergency trip and awarded as such.

14. If an awarded trip is canceled before the driver reports for the trip, the driver will be eligible to bid the next available posting in order of seniority. If the driver reports for an awarded trip and it is canceled prior to leaving the site, the driver will be paid the guaranteed two (2) hours. The driver will be eligible to bid the next available posting in order of seniority.

15. In a situation where the need for multiple field trip drivers(s) at any one school is lowered after trips have been awarded, the emergency driver(s) with the least seniority shall be the drivers recalled first. If there are no emergency drivers, the least senior regular driver(s) will be recalled.

10. **Emergency Field Trips.**

1. After regular field trips are assigned, a list of emergency field trips is generated. A list of all known emergency trips and a sign-up sheet with eligible drivers to bid will be posted by 5:15 a.m. the day prior to the trip. Response is due by 7:30 a.m.

2. The eligible drivers then sign the emergency field trip list stating their preference(s) for the trip(s). Drivers may bid on a regular and emergency field trip as long as the two trips do not conflict.

3. The trip(s) are awarded in the order of the emergency list, not seniority order.

4. Eligible drivers who do not state a preference by signing the emergency field trip list shall be passed on the appropriate rotation list as though they performed the assignment.

5. In the event that trips remain to be filled, three (3) verified radio calls will be made in seniority order to all eligible drivers. Drivers reached may choose to switch assignments, even if already assigned a trip, if the two trips are compatible. Drivers who cannot be reached shall be passed over in the appropriate rotation list as though

they performed the assignment. Drivers absent from work on the day of the notification will not be contacted.

For emergency field trips which occur during Winter and Spring Break one (1) documented telephone call will be made to the telephone number on record.

6. When an emergency field trip is posted, the successful bidder shall be guaranteed two (2) hours pay. The guarantee may be for two consecutive hours or split as a take and return with each portion as a one hour minimum for a total of two hours.

7. Estimated ending times will be posted when that information is available to Transportation, however, ending times are not guaranteed and pay will be for actual time worked or the 2-hour guarantee, whichever is greater.

8. When extra driver(s) are needed for weekend trips that are requested after 5:00 on Friday, drivers will be contacted in order of the emergency list. If a driver cannot be reached or cannot take the trip, they will remain on the emergency list and eligible for the next emergency trip posted.

9. Times are subject to change depending on customer demand. When bidding on a trip, driver is expected to complete the trip.

   If an awarded trip is canceled before the driver reports for the trip, the driver will be eligible to bid the next available posting in order of seniority. If the driver reports for an awarded trip and it is canceled prior to leaving the site, the driver will be paid the guaranteed two (2) hours.

   The driver will be eligible to bid the next available posting in order of seniority.

10. In a situation where the need for multiple field trip drivers at any one school is lowered after trips have been awarded, the least senior emergency driver shall be recalled, if applicable.

11. **Procedure for filling Unanticipated runs:**

An unanticipated run is defined as a trip that is requested or need to be filled after the emergency list is posted.

1. If an emergency trip request is received after posting the list of emergency trips for the following day and prior to 2:30 p.m., the dispatcher will make every attempt to contact the drivers that have signed up for the new trip, starting at the top of the list. If the request is received after 2:30 p.m. or on the day of the request, dispatch will offer the trip to the next person on the emergency list.

2. It is recognized that occasionally a trip will be requested during the work week with no notice, and it will be necessary for dispatch to send the closest available person. When possible, these trips will be filled with the most senior person that has signed up on the "Unanticipated Run List" each day.

12. **Summer Assignment Bidding**:

1. The list of biddable summer assignments will be posted as soon as possible prior to the end of the regular school year. This list will be posted for forty-eight (48) hours during which time drivers with seniority may bid on these assignments. This posting will include the expected length and duration of each summer assignment.

   Experienced Substitutes will bid on summer substitute assignments first in seniority order. If there are remaining substitute assignments, they will then be bid along with other summer routes. Experienced substitutes will receive their experience substitute rate of pay.

   The most senior employee bidding will have preference and so on, provided that employee has the current qualifications and ability to do all the required work including special requirements to assist special needs riders on the preferred route.

2. A list of drivers with seniority who requested but did not receive a bid summer assignment shall be maintained. Open assignments, including any daily substitutions during the summer period will be offered to the drivers on that list in seniority order.

3. Only regular non-probationary drivers who are at zero (0) or above in the no-fault attendance policy shall be eligible to bid on summer assignments.

4. During summer recess, field trips will be offered in seniority order to all summer route bid holders. In the event no driver bids on the extra assignment, an emergency list will be used following the same procedure that applies during the regular school year. Should no driver be available from the emergency list, the extra assignment will be assigned in inverse seniority order among the summer route bid holders. The assigned driver shall be allowed to be replaced by another summer route bid holder if this arrangement is mutually agreeable to the assigned driver and the replacing driver and the district.

13. **Vacancies:**

1. A vacancy is defined as a base assignment, noon assignment or after school program which is not held as a bid assignment by a regular driver.

2. Within five (5) days after the vacancy occurs, the assignment will be posted on the bulletin board. The posting will remain up for two (2) full workdays. All non-probationary drivers whose attendance is at 0 or above are eligible to bid may submit a bid form. If no eligible drivers bid on the assignment, probationary drivers may bid. If no eligible or probationary drivers bid on the assignment, drivers whose attendance is below 0 may bid.

   The assignment will be awarded to the most senior driver if all other matters such as ability and qualifications are equal. The successful bidder shall be notified in writing of the selection.

3. The Board reserves the right to hire from the outside providing no driver in the unit bids on a vacancy or there is not a qualified bidder for the job.

14. In the event that a driver decides to give up their bid route, noon run, after school program or summer route, five days written notice must be provided. If notice is less than five days, an absence point will be charged for every two days of notice not given.

15. When a driver has bid and received a bid route, they must complete thirty (30) calendar days in the new assignment prior to bidding on a different route. This provision shall be inclusive of summer assignments no allowing drivers with a bid to change summer routes by bidding within thirty (30) calendar days.

16. When a driver has been absent for more than 90 days within the school year or calendar year, they will retain seniority, however their route will be placed up for bid. When the driver returns to regular service, they will be placed as a substitute until they bid and receive route.

ARTICLE 7 - HOURS AND WORK ASSIGNMENTS

Section A -Driver Start Times

The Board shall establish starting time(s) for each employee based on the specific assignment the individual holds or is assigned. Each driver's workday shall begin at the first starting time of each day. Payroll will not alter pay unless evidence that the driver was off duty for the unpaid time has been presented to the driver.

Section B - Pre-Trip Time

The starting time(s) of each route for each driver will normally include a preparation time prior to the initiation of the route. Each driver so assigned shall be responsible to warm the bus as needed and perform other safety, security and preparation work as established by the Board.

Failure to appear on time for this work shall be the same as failure to be on time for any other assignment.

a. AM - 20 minutes Pre/10 minutes Post
b. Noon - 10 minutes Pre/10 minutes Post
c. PM - 20 minutes Pre/10 minutes Post
d. Lift - 25 minutes Pre/15 minutes Post

Section C - In-Service

The Board has the right to schedule employees to attend in-service training sessions, Monday through Friday during regular work hours. Exceptions are the Eaton Defensive Driving Course and mandated training scheduled by a state, federal, or regulatory agency. Attendance at sessions scheduled at least seven (7) days in advance shall be mandatory, with the following exceptions:

1. If an in-service is to be scheduled during the Winter or Spring break periods, employees must be given at least thirty (30) days advanced notice.

2. If an employee presents a non-refundable travel ticket purchased prior to the thirty (30) day notice they shall be exempted from such winter or spring break in-service.

Section D - Experienced Substitutes Drivers

The Board and the Union agree that experienced substitute drivers benefit the District, the Union, and the community. The District shall appoint, from volunteer drivers, those whom it deems able of driving any route, at any time, and in a manner that maintains a safe and orderly ride. These substitutes shall retain all rights and privileges, as though they hold a regular bid assignment. These positions shall be consistent with the mutually agreed upon terms and conditions found in Appendix A of this Agreement.

Section E - WoodsEdge Drivers

WoodsEdge drivers will drive the full 12-month schedule (a.m., noon, and p.m.) and will only be scheduled to work on WoodsEdge attendance days. All pay and benefits remain the same.

If WoodsEdge driver is not assigned a noon run, the driver may bid on regular noon runs and will be expected to drive their noon runs daily, including WoodsEdge scheduled days off.

WoodsEdge drivers may continue to sign-up for noon-runs and after-school program work on WoodsEdge attendance Days.

If a WoodsEdge driver is on a scheduled day off on the day their name is posted on the field trip bid list, the dispatcher will make one verified call to that person by phone at the contact number on file. The driver must respond by 6:00 p.m. the same day and dispatch will complete the bid sheet

for them. If the driver cannot be reached or does not respond by the deadline, that driver will be passed over. The driver will be passed over on the emergency field trip list.

If there is a driver shortage on a scheduled WoodsEdge day off, WoodsEdge drivers will be offered the work, in seniority order.

ARTICLE 8 - WAGES

Section A - Wages

		2024-25		2025-26
		Base Rate		**Base Rate**
With Insurance				
Training and Probation		19.17		$19.61
1st Year		19.68		$20.13
2nd Year		20.18		$20.64
3rd Year		20.68		$21.15
4th Year		21.19		$21.68
5th Year		21.69		$22.19
6th Year		22.20		$22.71
7th Year		23.21		$23.74
Without Insurance				
Training and Probation		22.67		$23.11
1st Year		23.18		$23.63
2nd Year		23.68		$24.14
3rd Year		24.18		$24.65
4th Year		24.69		$25.17
5th Year		25.19		$25.69
6th Year		25.70		$26.21
7th Year		26.71		$27.24

These new rates plus a step increase, where applicable, will take effect upon full ratification or the first payroll.

The District has the ability to place new, fully licensed school bus drivers with school bus endorsements and who have at least one full school year previous school bus driving experience up to step 3 on the wage schedule, depending upon the amount of experience.

An annual longevity benefit will be paid after five (5) complete years of service to the School District as a driver on the schedule below:

Year 5	$150.00
Year 10	$200.00
Year 15	$250.00
Year 20	$300.00
Year 25	$400.00
Year 30	$500.00

When a driver reaches +6 in the No-Fault Attendance Program, the driver's pay will be increased by $2.00 per hour. If the driver drops below a +5, the hourly rate will be returned to the base rate.

Board will pay an enrollment bonus consistent with the terms and conditions of the KEA award. Drivers will be paid for any additional days worked based on the final district calendar.

1. Bus Washing.

   a. Maintaining the cleanliness of the bus is the responsibility of the driver. General cleaning (sweeping, trash disposal, wiping down drivers' area) is part of the paid pre- and post-trip time.
   b. A driver will be paid up to two (2) times per month, at least one week apart, at their regularly hourly rate for additional cleaning. This cleaning includes driving through the bus wash, washing bus floor, washing windows, lifting seats, dusting rails and dashboard.
   c. An extra timesheet must be submitted that indicates the additional cleaning that was accomplished.
   d. A driver that must clean and disinfect the bus due to blood, vomit, urine, or excrement will be paid a minimum of one (1) hour or the time required for clean-up.

2. Drivers will be paid time and one-half (1½) for all hours actually worked in a work week in excess of forty (40) hours. The work week will begin and end on Sunday midnight for purposes of this calculation. There will be no pyramiding of hours or overtime for hours receiving premium pursuant to other provisions of this Agreement.

3. The experienced substitutes and trainers, while training referenced in Article IX, Section 5, shall receive a premium of $2.50 dollars per hour, in addition to their rate of pay in Section A above.

   Upon non-disciplinary removal of base assignment to substitute on other routes, the driver will receive the $2.50 premium for time driven.

4. Employees who have previously served as KPS drivers who are rehired shall be granted their previous experience on the wage scale. They shall not be granted their previous seniority. For seniority purposes shall be considered like any other newly hired employee. This shall include disqualification from the ability to serve as an experienced substitute until two years of continuous seniority following last date of hire.

Section B - Wage Guarantee Provisions:

1. Regular senior drivers who hold assignments pursuant to their bidding rights established in Article VIII shall be protected by the following guarantees:

    a. Each driver who bids for and holds a base assignment ~~or a summer assignment~~ shall be guaranteed six (6) hours of pay for that base assignment.

    b. Each driver who bids and holds a summer assignment shall be guaranteed four (4) hours of pay for that base assignment.

    c. Each driver who bids for and holds a base assignment and, in addition, a noon assignment shall be guaranteed up to two (2) hours of pay for the noon assignment. This guarantee will be reduced by the amount of time a driver's base assignment exceeds (6) hours. (In effect, no driver will receive compensation in excess of eight (8) hours per day because of the guarantee provided in this paragraph.)

    d. The guarantees offered in this section apply only when the driver performs all of the routes included in the schedule for the day, whether the failure to work all routes results from drivers' inability to perform all assignments or a school schedule which canceled one or more of the routes. In such event, the driver will receive pay for they/their actual hours of work for that day.

    e. After school program drivers will be paid for canceled after school program routes if less than 24-hour notice is provided.

    f. The guarantees offered in this section apply only when drivers are available for and able to perform all driving work which the District may assign during the period of the guarantee, whether or not the assignment is part of the regular base or noon assignments requested of them by the District during the time covered by the guarantee provided herein.

2. Regular senior drivers shall, in addition to those items above, qualify for protection of the following guarantees:

    a. The successful bidder on any posted regular or emergency field trip shall be guaranteed two (2) hours of pay for that assignment.

    b. The guarantees offered in this Section apply only when the driver performs all of the extra assignment or field trip, whether the failure to work all the assignment results from the driver inability to perform all assignments or a conflict with other assignments which prevents completion of the assignment. In such event, the driver will receive pay for their actual hours of work for that day.

The guarantees offered in this Section applies only when drivers are available for and able to perform all driving work which the District may assign during the period of the guarantee, whether or not the assignment is part of the initial extra assignments made pursuant to Article VIII. Drivers shall perform all driving assignments requested of them by the District during time covered by the guarantee provided herein.

Further, employees may not compound, or pyramid guarantees from other portions of the Contract. Employees who perform an assignment within the period of one guarantee may not be paid twice for the same time under any circumstance.

Example 1: Employee has a four-hour guarantee ending at 4:00. Employee is free to accept an extra assignment or field trip at 3:30 without the loss of the base guarantee. Employee begins an extra assignment or field trip at 3:30. The extra assignment or field trip is completed at 4:30. The guarantee for the extra assignment or field trip runs from 3:30 to 5:30. The employee will not be paid twice for the time 3:30— 4:00. The District may assign work without extra pay to the driver up until 5:30.

Example 2: If the District assigns the above driver to an emergency run while still on the road before 3:30, and the work is completed at 4:30, the driver is paid straight time until 4:30 only (Article VIII, Section 2.)

c. If applicable, the driver shall receive an admission ticket to the event at the event sponsor expense.

d. Each driver who accepts an extra assignment or field trip requiring an overnight stay shall be guaranteed sixteen (16) hours of pay for the assignment, plus reasonable reimbursement for lodging and meals.

e. Each driver required to attend an in-service training session or any other meeting called by the Board or conducted by the Transportation Department which is not contiguous with scheduled working hours shall be guaranteed one (1) hour of pay for the session.

f. Any driver who is directed to report for work by the Supervisor of Transportation and for whom no work is provided shall be guaranteed two (2) hours of pay for so reporting.

g. If the Board publicly announces that schools will be closed for the day due to inclement weather or any other act of God, and the District is not required under MCL 388.1701 to make up such day in order to receive aid from the State of Michigan, all employees covered by this Agreement who were scheduled to report to work on said day will be paid their latest scheduled daily pay based on their hourly rate. The parties

acknowledge that this provision has been entered into based on the current state law set forth in MCL 388.1701 regarding make-up of Act of God days and receipt of State aid. In the event such law changes, the parties agree that they will meet and negotiate a new provision regarding such days.

3. The guarantees provided by sections A and B shall be considered to be hours actually worked for purpose of overtime calculation. Except as provided above, overtime pay will be calculated based on hours of actual work.

4. Employees shall be paid time and one-half (1 ½) for all work scheduled and performed on Saturdays, Sundays, and holidays (as defined in this Agreement).

5. Experienced Substitutes receive guaranteed pay of six (6) hours, per day for base assignments. All other guarantees also apply, where applicable.

Section C - Attendance Incentive

The Board and Union agree that prompt and regular attendance is critical to the Board's ability to perform its mission and necessary to avoid unfair burdens on employees who do perform without attendance problems. The Union will provide assistance in communicating the need for good attendance to all employees.

To provide a premium to those employees who excel in attendance performance, the following benefit is provided:

1. To be eligible to receive two (2) days' pay, an employee must have one (1) year or more of seniority and be at plus two (+2) or above in the No Fault Attendance Policy as of the date the transportation department makes its submission to payroll for the last regular payroll check prior to the winter break period.

2. To be eligible to receive an additional three (3) days' pay, an employee must have one (1) year or more of seniority and be at plus two (+2) or above in the No Fault Attendance Policy as of the date the transportation department makes its submission to payroll for the last regular payroll check prior to the end of the regular school year. The Attendance Incentive is paid, in a regular payroll check, issued after the conclusion of the school year.

3. Any member who has maintained perfect attendance, meaning they were at work every school day of the first semester will be paid a bonus of $200.00. Any member who has maintained perfect attendance, meaning they were at work every school day of the second semester will be paid a bonus of $200.00. Any member who has maintained perfect attendance, meaning they were at work every school day of the third semester will be paid a bonus of $200.00. Any member who has maintained perfect attendance, meaning they were at work every school day of the third semester will be paid a bonus of $200.00. The payments will be paid in a regular paycheck following the semester in which perfect attendance was earned. Any member who has maintained perfect attendance the entire

school year and qualified for the bonuses listed above, will receive an additional bonus of $200.00. The utilization of sick leave which was allocated in a particular school year shall not be considered an absence for purposes of determining perfect attendance under this provision. For example, the utilization of the nine (9) allocated paid sick leave days for the particular school year does not count against an employee's potential perfect attendance bonus, but utilization of any accumulated sick leave beyond the nine (9) paid sick leave days allocated each year will be considered an absence.

Section D - Vacation Bonus

Employees will receive vacation bonus of one (1) week's pay, based on their work hours provided that:

1. The employee worked 1,080 hours from May 1 to April 30 in the year, and

2. The employee has attained four (4) years of seniority by April 30.

The utilization of sick leave which was allocated in a particular school year shall be considered hours worked for determining vacation bonuses, but the utilization of accumulated sick leave from prior school years will not be considered hours worked. An employee eligible for such vacation pay bonus shall receive payment on or before September 15 of the following school year provided that the employee has returned to their driving duties for the School District and is a regular employee at the time of payment.

Any employee eligible for such vacation pay bonus shall receive payment within 30 days of their retirement, as eligible under MPSERS.

Section E - Retirement Bonus

Any employee who retires after twenty (20) years of service to the Employer shall be paid for 20% of all accumulated unused sick days at his or her current rate of pay.

Section F -Tax Sheltered Savings

The Employer will inform employees of all tax-sheltered programs offered in the district through payroll deductions.

Section G - Overpayments and Underpayments

The employee has a responsibility to monitor his or her wages as paid by the district. If the employee believes there is a discrepancy, they have a responsibility to contact the District. Likewise, if the District believes an employee to be overpaid or underpaid the District shall make appropriate contact with the employee. The District will make corrections up to six (6) months of payroll from the date of discovery.

ARTICLE 9 - BENEFITS

Section A - Holidays

The following days shall be paid holidays: Labor Day, the day before Thanksgiving, Thanksgiving, the day after Thanksgiving, mid-winter break, Memorial Day, and Juneteenth. Juneteenth shall be paid at time and a half.

Eligibility requirements for said holiday pay shall be as follows:

1. Be at zero (0) or above in the no-fault attendance policy; and

2. Employees shall have completed their full assignment the last scheduled workday prior to the holiday and commence work at the scheduled time on they/their next scheduled workday after the holiday, unless authorized absence is in effect. Requests for such authorized absence shall not be unreasonably withheld. Unauthorized absence shall result in forfeiture of such holiday pay.

3. Any Driver who works shall be paid at time and one-half for work done on Juneteenth.

Section B - Winter Break Bonus

The Board shall pay all bargaining unit members five (5) days' pay at the driver's then current hourly rate for their normal actual hours worked per day for the non-work period prior to New Year's. Payment will be made in the first regular payroll check following the winter break period. (It is understood that withholding taxes will be at the employee's regular rate).

1. Employees with 90 days of employment that have completed the Probationary Period and have a zero (0) or above in the No Fault Attendance Policy shall be paid the following:

90 days 0 and above	2 days paid

2. Employees that have completed one (1) year of service and have a zero (0) or above in the No Fault Attendance Policy shall be paid the following:

1 year 0 and above	5 days paid plus 2 additional days

3. The utilization of sick leave which was allocated in a particular school year shall not be considered an absence for purposes of determining perfect attendance under this provision. For example, the utilization of nine (9) allocated paid sick leave days for the particular school year does not count against an employee's potential perfect attendance bonus, but utilization of any accumulated sick leave beyond the nine (9) paid sick days allocated each year will be considered an absence.

Section C - Retirement

The Board agrees to continue during this contract term to pay the current contribution rate to the Michigan Public Schools Employees Fund.

Section D - Sick Leave

1. Each driver employed for the nine (9) months from start of the instructional school calendar until the end of school shall be provided with nine (9) days of paid sick leave at the beginning of July 1 - the start of the "benefit year". For drivers who also work a summer schedule in addition to the instructional school calendars, they shall receive up to twelve (12) days. As in the past, paid sick leave shall be based on the employee's regularly scheduled daily hours. For employees hired during a benefit year, the District will prorate the paid sick leave that is provided under this subsection. Accrued paid sick leave may be used in one-half day increments. If requested by the Employer to provide supporting, reasonable documentation, an employee will have no more than fifteen (15) days to provide the requested documentation. Documentation signed by a health care professional is reasonable.

   All employees will receive nine (9) sick days on July 1. This is credited one (1) day per instructional calendar month. Additionally, June and August will be combined so the drivers may earn and additional sick day equaling ten (10) sick days. For drivers who also work summer schedule they shall receive up to twelve (12) days of sick leave.

   The District shall comply with all provisions of the Michigan Earned Sick Time Act. The District may take adverse personnel action against an employee if the employee uses earned sick time for a purpose other than a purpose described in the Michigan Earned Sick Time Act. Paid sick leave may be taken for the following reasons:

   a. The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.

   b. The employee's family member's mental employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the employee.

      (Employee's family member includes biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis; a biological parent, foster parent, stepparent, or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or individual who stood in loco parentis when the employee was a minor child; an individual to whom the employee is legally married under the laws of any state or a domestic partner; grandparent; grandchild; a biological, foster, or adoptive sibling; an individual

related by blood to the employee; an individual whose close association with the employee is the equivalent of a family relationship. When there are two individuals that live together for a number of years, they will be covered by the above definition of spouse.)

c. If the employee or the employee's family member is a victim of domestic violence or sexual assault; the medical care of psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

d. For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child.

e. For closure of the employee's primary workplace by order of a public official due to public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public emergency; when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

2. The parties acknowledge that sick leave is an earned income protection benefit which provides benefits only under the specific conditions covered by the plan. The parties also acknowledge that the qualification for this benefit is unrelated to the treatment of such days under the Districts No-Fault Attendance Policy.

3. Except in unforeseeable emergency circumstances, prompt and adequate notification of absence must be made to a person designated by the Director of they/their absence, by the employee or representative; no later than thirty (30) minutes prior to the start of the employee's workday but no earlier than 4:30 a.m. during the school year and 5:00 a.m. during the summer. Failure to make proper notification will result in loss of sick pay qualification.

4. The Administration requires reasonable documentation from a licensed physician certifying to the necessity for the employee's absence due to illness or injury after an absence of three (3) consecutive days and, from time to time, require such certification as to the necessity for the continuation of such absence. If an employee exhausts the entirety of their allocated paid sick leave in a particular school year, the District may request supporting documentation at any time, and the employee must provide the documentation as soon as practicable. For example, after an employee utilizes all nine (9) sick days that were allocated to them, any utilization of previously accumulated sick leave from prior school

years will require supporting documentation. A "licensed physician" as used in the Section means any physician or surgeon (MD), osteopath (DO), chiropractor (DC), Doctor of Dental Surgery (DDS), chiropodist, podiatrist and psychologist who is lawfully licensed to practice their profession.

5. Sick leave pay and other sick leave provisions of this Section shall not be allowed for absences due to illness or injury caused as a result of willful intent to injure oneself or another person, in the commission of any crime or as a consequence of working for an employer other than the Board, or any other work for wage or profit. Attempted suicide shall not be considered a crime, for purposes of this Section provided that such attempt is certified by a licensed psychologist or psychiatrist as having been caused by mental illness.

    a. Sick leave may be taken for illness in the immediate family; however, it shall be subtracted from the earned number of unused sick leave days.

    b. Likewise, sick leave, in addition to Bereavement Leave, may be used for death in the immediate family. Absence because of a death in the immediate family shall be limited to five (5) days and shall be subtracted from the earned unused sick leave days.

    c. If an employee has no earned unused sick leave days and is absent from their assigned duty, said employee will not be reimbursed for such an absence or absences.

    d. The immediate family is defined as father, mother, sister, brother, husband, wife, son, daughter, grandparents, mother-in-law, father-in-law, brother- in-law, sister-in-law, son-in-law, daughter-in-law, step-parent, grandchild, or any individual who is a "family member" as defined by the Michigan Earned Sick Time Act.

6. A day shall be defined as an employee's bid and scheduled daily assignment(s).

    a. Accumulation of unused sick leave shall be unlimited. Bus driver employees will be allowed to convert paid sick days to a lump sum payment under payment the following circumstances:

        i. All employees who have one or more years employment driving bus since their last day of hire and who are employed and on duty through the last student day of the school year shall be allowed to convert three (3) days of sick leave credit into a lump sum payment. If an employee has less than three (3) sick leave days accrued, they/their lump sum payment shall be prorated accordingly.

        ii. All employees who have one (1) or more years employment of bus driving since their last day of hire and who are employed and on duty through the last day of the school year shall be allowed to convert up to two (2) days of the prior school year's sick leave credits to additional personal business days to be added to their allocation in the next school year. To be eligible the employee added to their allocation in the

next year. To be eligible the employee must have taken at least two (2) fewer sick days than they earned in the same year.

Section E - Absenteeism

Driver absenteeism will be monitored in accordance with the No-Fault Program which is found in Appendix B of this Agreement.

Section F - Bereavement

A total of three (3) days of paid absence will be allowed upon the death of a driver's immediate family to enable the member to make arrangements for and attend the funeral when travel, distance or other circumstances warrant. The immediate family is defined as father, mother, sister, brother, husband, wife, son, daughter, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parent and grandchild.

One (1) day of unpaid absence will be allowed upon the death of a driver's uncle, aunt, niece, or nephew to enable the member to attend the funeral. A point will not be given for this absence.

A total of three days of paid absence will be allowed upon the death of an individual that the driver has lived with for at least two years.

Section G - Personal Days

1. A personal day during each contract year shall be provided for employees having more than one (1) year of employment since their last date of hire. Employees may accumulate up to a maximum of two (2) personal days in any one (1) year. In addition, an employee may begin the school year with an additional two (2) personal days because of conversion provided by Section 5(G)(3) above.

2. Said leave shall be used at the discretion of the employee, subject to review by Management. Leave requests will, in general, be granted, but are contingent on maintaining acceptable staffing levels to support operations.

3. Requests for personal leave shall be made in writing to the Supervisor of Transportation five (5) days in advance of the anticipated absence except in cases of emergency. Transportation supervisor will notify employee within 24 hours of receipt of leave request as to the approval of the leave.

4. Except in emergency situations, no personal leave shall be granted:
    - during the last two (2) weeks of any school year;
    - on the day before or after a holiday or break.

Section H - Medical Leave of Absence

If a member applies for a FMLA leave of absence but did not qualify only because they did not work enough hours in the preceding year to qualify, the Board will grant an unpaid leave of absence and pay the member's health insurance for a maximum of twelve (12) weeks. This benefit will be granted no more than one time. Members must have been employed as a bus driver for a minimum of three (3) years to qualify. The member is not entitled to payment of 12 weeks of insurance if they had already been approved for a leave under FMLA.

Section I - Leaves of Absence without Pay for Personal Reasons

1. The Transportation Supervisor may grant to an employee a personal leave without pay for up to twelve (12) weeks. The request must be in writing, state the beginning and ending date of the request and the reason for the leave. The Transportation Supervisor may grant or deny the leave based on the merits of the request and the decision shall be final.

2. Any benefit program that an employee is enrolled in may be continued during a personal leave of absence without pay, providing the employee pays the actual cost of such coverage.

3. An employee shall not be eligible for a personal leave of absence without pay during their probationary period.

4. A personal leave of absence without pay will not be granted in excess of one (1) twelve (12) week period per school year.

5. Sick leave will not accrue while on a personal leave of absence without pay.

6. An employee will be charged with one (1) absence occurrence for the leave. The employee will not accrue credits under the No-Fault Attendance policy during the leave.

7. Upon five (5) days' notice, an employee may request that the leave be terminated and that they be returned to work prior to the specified expiration date of the leave.

Section J - Educational Leave of Absence

1. Bus drivers desiring to become teachers who must fulfill an internship will be allowed to have a reduced work schedule under the following conditions:

    a. The driver must be enrolled in a college or university in pursuit of a teaching degree/certification.

    b. As part of obtaining the teaching degree/certification, the driver must be required to be an intern.

c. The driver must be approved by the District to work as an intern at a KPS school. In the event that the driver has requested to be placed at a KPS school and there is not an available internship at KPS, the driver will provide written proof of the request for placement at KPS and the denial/placement.

d. The driver will provide, in advance, the intern schedule to the Transportation.

e. Executive Supervisor. This schedule must be provided as soon as possible once the schedule is known by the driver.

f. All full-time benefits will continue to be provided to the driver pursuant to the collective bargaining agreement during the period of internship. However, the driver will work with the Executive Supervisor to design a work schedule that will allow the driver to provide service to the District in return for the continuation of benefits and allow the driver to complete their required internship.

2. A bus driver enrolled in a college or university in pursuit of obtaining a non-teaching degree that has completed all coursework towards their degree except classes that are only offered during the drivers' work hours, the driver may be allowed to have a reduced work schedule under the following conditions:

a. The driver must be enrolled in a college or university in pursuit of a degree.

b. The driver will provide written proof that all required coursework has been completed with the exception of the course(s) that are only offered during the drivers' work hours. Documentation also must be provided that shows when the needed class is offered for each semester.

c. If the class is offered in the morning and afternoon, the driver must enroll in the morning class to minimize disruption in afternoon driving schedules.

d. The driver will be approved for only one class during a semester and for no more than two classes over a two-year period.

e. The driver will not be charged with an absence occurrence for attending the class and will continue to accrue credits under the No-Fault Attendance policy assuming there are no other absences.

f. The driver will only be paid for time worked.

ARTICLE 10 - WORKERS' COMPENSATION

The Board shall provide workers' compensation protection for all bus drivers as required by law.

ARTICLE 11 - GENERAL AND MISCELLANEOUS PROVISIONS

Section A - State Driver Certification

Each driver, as a condition of continued employment, must be able to provide the Board with a valid certificate of course completion from the Michigan Department of Education, Section 305A, Act 300 P.A. 1949, as amended. As a condition for continued employment, each employee must submit proof that they are certified as required by law without obligation to the School District for payment for such certification.

The District will schedule each driver to attend State certification sessions when available from the Public Transportation Department of KRESA. Attendance at these sessions is not covered by Article X, Section 2(B)(4) of this Agreement.

Section B - Driver License

Any driver whose driver's license has been suspended or receives driver violation points in excess of six (6) points shall be suspended from their assigned duties with the School District.

The Board will pay for renewal of licenses required to operate school vehicle to transport children, upon the driver's proof of written evidence of payment.

If a suspended driver becomes eligible to return to work within ninety (90) calendar days of such a suspension, said driver may return with seniority credit for all driving service up to, but not including the suspension. Any ineligibility of more than ninety (90) calendar days may, at the Director's discretion, result in discharge. Any driver convicted of OUIL or drives on a suspended, expired, or revoked license after the effective date of this Agreement shall be subject to discipline, up to and including discharge.

Any on-the-job police contact will be immediately reported to dispatch and a written report filed upon returning to the Transportation Department. Any police contact while driving any vehicle that results in receiving a traffic ticket must be reported to the Transportation Department on the next workday.

Section C - Physicals

The Union recognizes the right of the Board to require physical examinations as prescribed by the Board and to be on file in the Board's personnel files. The Board shall select physicians for the purpose of administering physical examinations. The Board shall pay for all required tests, such as TB, as dictated by the Board and the State Board of Education.

It is the driver's responsibility to know when their physical expires and to obtain needed documentation for known medical conditions prior to the scheduling of their physical. Physicals are generally scheduled one month prior to expiration. If the driver does not show up for their scheduled physical, it will be considered an absence under the No Fault Policy.

Section D - Mechanics Driving

Mechanics will drive buses in emergency situations only.

Section E - Drivers Lounge

The Board shall make a rest room and lavatory facilities available, and one room appropriately furnished shall be reserved for use as a driver lounge.

Section F - Telephone Facilities

Telephone facilities shall be made available for drivers for local calls and for reasonable use.

Section G - Safety Standards

It is agreed that reasonable standards of safety shall be maintained as they relate to the working conditions of the employees covered by this Agreement.

Section H - Cellular Telephones

No driver may use a cellular telephone while driving a school bus. No employee will have a Bluetooth or similar device in their ear while driving the school bus.

Section I - Discipline Issues

The Board recognizes that drivers need the support and assistance of school staff relating to student discipline issues in order to maintain a safe and secure bus. The parties agree that the Drivers are entitled to a safe work environment. Drivers will promptly report student discipline issues that they believe are not being resolved at the school level.

The driver will notify the lead transportation administrator. A meeting will be scheduled with the driver, other drivers for the building (if appropriate), transportation department staff and school staff to resolve the issues.

A committee consisting of central administration staff, school staff, transportation staff and bargaining team members will meet at least three times each year, more if determined necessary by the committee, to address the following:

1. To revise procedures and appropriate training for drivers for managing behaviors on the bus and reporting chronic or dangerous behaviors to school staff.

2. To ensure that there are procedures that will be followed by school staff to respond to reports of chronic or dangerous behaviors in an appropriate and timely manner.

3. To ensure there is a communication process between the drivers and school staff that is followed at each school so that drivers know who to communicate with at the school and that school staff know who their drivers are and how to communicate with them.

4. To ensure that all procedures include fair, consistent, and understandable standards for all students, drivers, and school staff.

At least three times a year a meeting will be held with bargaining team members and the liaisons for the schools and the transportation supervisor to review the number of referrals and the responses received by buildings.

Section J - Department of Transportation Physicals

When drivers complete their DOT physicals, they will be paid for time spent waiting for and in the physical at their driving rate of pay beginning at the appointment time. Drives who are at the location of their physical at their appointment time shall be paid additionally for time waiting beyond the first hour following the appointment time.

Section K - Bid Routes

When a regular driver is absent the assigned sub driver will have the option of performing all aspects of that route with the exception of the noon route. (shuttle/after school program).

Section L - Uniforms

Drivers are not required to wear uniforms at all times but must be dressed appropriately.

Shirts - Long or short sleeve with no spaghetti straps or cut out sides.

Pants - Blue jeans, khakis, shorts (appropriate length). No sweatpants.

Shoes - Athletic shoes, flats. Crocs are acceptable if worn with a strap. Absolutely no flip-flops, open toe, open back without a strap or shoes with heels. Proper foot attire is for safety.

Hat - KPS Transportation hat or ballcap/beanie. Nothing will be worn on the head that will interfere with vision.

All attire must be clean with no holes or rips. Hats, shirts, and coats must not have inappropriate graphics or words (offensive, alcohol, drugs, competing K-12 schools, etc.).

Section M - Idle Reduction

The Kalamazoo Public Schools and the Kalamazoo Public Schools Transportation Association encourage idle reduction to protect the health of children, bus drivers and the community. It is also recognized that reduced idling will save money by saving fuel and reducing wear and tear on engines.

The district and association agree to work together to educate drivers on the benefits of idling reduction and monitor idling to ensure compliance with idling procedures.

Section N - No Fault Attendance Policy Status Report

The District will provide each driver with a monthly status report of his or her point status under the current no-fault attendance policy. In addition, drivers will receive a printout of hours worked prior to their check date.

CHAPTER 3: PARAPROFESSIONALS UNIQUE PROVISIONS RIDER

ARTICLE 1 - CLASSIFICATION RIGHTS

Section A - Mutual Concerns

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

Section B - Luncheon Meetings

No more than four (4) business luncheon meetings of the Association will be held annually from 12:30 p.m. to 2:00 p.m. on days to be determined by discussions between the District representatives and the Association's Mutual Concerns Committee. Once a calendar has been tentatively agreed to between the District and the Kalamazoo Education Association (KEA), a draft copy will be provided to the KSP president, and the KSP will then respond within two (2) weeks of having received said draft with tentative luncheon meeting dates for the unit.

ARTICLE 2 - PARAPROFESSIONAL EMPLOYMENT

Section A- Initial Classification

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

Section B - Probation Period

1. Upon initial employment, employees shall be designated as probationary employees for a period of three (3) calendar months. Such probationary period shall serve the purpose of determining the employee's work skills and habits. Probationary employees shall not be used as temporary employees. All newly hired probationary employees' names and dates of hire, address and phone numbers will be provided to the KSP Membership Chair and the KSP President within seven (7) days. Upon employment, each employee shall be given a copy of these Articles of Agreement, work rules, written notification of assignment, job description, fringe benefit package, notice of placement on the levels of classification chart, pay, hours and name of immediate administrator.

2. Probationary employees shall work the contracted work hours and be granted contractual sick leave but shall receive no other contractual benefits or privileges and shall not have the right of arbitration of dismissal. Employees may upon request have union representation during disciplinary investigations, and the first available union representative who has been designated by KSP, will be allowed to attend any disciplinary-related meeting.

3. A probationary employee who has successfully completed they/their probationary period shall be recommended to the Board for permanent appointment with full benefits. A probationary employee whose performance has been appraised as unsatisfactory shall be terminated prior to the completion of the employee's probationary period.

4. The probationary period of an employee may be extended for a period not to exceed an additional three (3) months provided the District has given notification of such desire to extend to the employee and to the Association.

5. Seniority shall commence upon date of original hire and shall accumulate only while an employee is an active employee in the bargaining unit.

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

Section C - Career Employment

1. Employees who successfully complete the probationary period shall be placed on career status.

2. Career employees returning to the bargaining unit after an absence from the bargaining unit shall be placed no lower than the same salary step they were on when they left provided that said absence is no longer than two (2) years.

3. Career employees transferred to a new assignment shall be evaluated for three (3) consecutive months.

Section D - Discipline: Just Cause and Due Process

1. No employee shall be disciplined or discharged without just cause or without due process. The term "discipline" as used in this Agreement includes verbal reprimand, suspension, and discharge, but not discharge of probationary employees. An employee will be provided notice of the complaint or concern and have an opportunity to be heard before any discipline is imposed. The specific grounds for disciplinary action, if any, will be presented to the employee and the Association within five (5) working days of the time the discipline is imposed.

2. Discipline investigation and imposition shall be conducted in private to the extent possible. No corrective or disciplinary meeting shall be held without the District first informing the bargaining unit member of her/his or her right to have an Association representative present.

3. The Association Representative (AR) may notify the Association President whenever a bargaining unit member is subjected to formal disciplinary action.

4. Written reprimands will be given in the form of a formal letter with the full signature of the administrator taking the action. The letter will be delivered only after a meeting has been held at which the employee has had an opportunity to be heard. A written reprimand must indicate that a copy has been forwarded to the employee's supervisor; a copy will be given to the employee and placed in the employee's personnel file.

5. Any complaint not called to the attention of the employee may not be used in any disciplinary action against the employee.

6. It is agreed and understood, that under normal circumstances, the following progressive system of discipline shall be followed in disciplining an employee:

   Step 1. Verbal Reprimand
   Step 2. Written Reprimand
   Step 3. Suspension without Pay (may also include additional written reprimand)
   Step 4. Dismissal

7. In the event of serious violations, the District may impose a penalty up to and including discharge as is reasonable under the circumstances without going through the progressive steps as set forth above.

Section E - Warning for Career Employees

1. A career employee who fails to perform tasks assigned satisfactorily will be placed on a twelve (12) week warning period. A written plan of improvement will be developed.

2. Appraisal shall be made after twenty (20) working days, forty (40) working days, and immediately prior to the end of the sixty (60) working day warning period. These appraisals shall be discussed in conference with the employee by the immediate administrator and signed by each. An addendum explaining the purpose of the evaluation shall accompany the evaluation form.

3. When as the result of this process an employee's performance improves to a level that is satisfactory or above, such improvement shall be documented on the next evaluation form. The previous evaluation form(s) reflecting unsatisfactory performance shall be removed from the employee's file after two years.

Section F - Placement Notification

On or before August 1 of each year, each employee shall receive notification of placement for the succeeding school year. Such notification shall include assignment, job title, placement on the levels of classification chart, pay level, percentage of time and name of immediate administrator.

Section G - Notification of Changes

The Association shall be notified within seven (7) business days of any new hires, transfers, leaves of absence and terminations.

Section H - Performance Evaluation

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

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

ARTICLE 3 - ASSIGNMENT AND TRANSFER

Section A - Assignments

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

Section B - Orientation

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

Section C - Transfer Rights and Substitutes

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

    a. Upon determination that a vacancy exists, the District shall post such vacancy within ten (10) calendar days and communicate the posting on the District's webpage. During the summer, notice of vacancy shall be sent to the president and to all employees who have requested placement on the Notification of Vacancies mailing list. Postings shall state a closing date for submitting applications for transfer. Such closing date shall be fourteen (14) days after publication of posting. Applications may be submitted electronically.

    b. All Applications will be done via Applitrack (or successor software application the District may adopt). After the posting is closed the District will send an email to the Association President identifying the bargaining unit candidates. The employee shall submit a duplicate form with the employee sending one copy to the Human Resources Department and one copy to the KSP president. Interviews shall be conducted with all employees requesting transfer who meet the stated qualifications for a posted position.

    c. Where qualifications are relatively equal, positions will be awarded on the basis of seniority. No external applicant shall be awarded a vacancy when an internal

qualified candidate exists. Award of the vacancy depends on the interview team's recommendation.

2. After a vacancy is posted, it shall be filled within ten (10) days provided qualified bargaining unit members apply. If qualified bargaining unit members do not apply, such vacancies may be staffed with a substitute or a temporary employee for a period not to exceed thirty (30) calendar days so the position may be reposted or so that applicants from outside the District may be secured and properly screened.

3. Substitute/Temporary Employees

   a. A substitute is defined as an individual who is filling an established unit position during a regular employee's leave. A temporary is defined as an individual who performs bargaining unit work on a short-term/as needed basis. Short-term shall be defined as a period no longer than seventy-five (75) workdays after which the position shall be posted. Neither a substitute nor a temporary shall ever be considered a bargaining unit member. Notwithstanding any other provision of this Agreement, the District continues to have the right to utilize outsourcing when, in the judgment of the District, such action is necessary. The District will provide the Association with a list of new temporary placements on or before the monthly mutual concerns meetings.

   b. When an employee is assigned substitute work in a higher paying position for more than five (5) consecutive days or more than six (6) days within ten (10) consecutive workdays, the Board agrees to pay the substituting employee the position's range at that employee's step for the duration of the temporary assignment.

Section D - New Positions

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

Section E - Posting of Positions

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

Section F - Interviews

Qualified candidates will be selected for site-based interviews by a team of building personnel. External candidates will not be interviewed on the same day as internal candidates. If the interview team is composed of three (3) individuals, at least one (1) of the team members shall be a non-administration employee. If the interview team is composed of five (5) individuals, at least two (2) of the team shall be non-administration, one of which is a KSP bargaining unit employee selected by the Association. When the District determines that it is appropriate and/or possible, one (1) of the interview team members shall be a KSP member from within the posted classification. The KSP president will be informed of who the interview team is 24

hours in advance. The interview team will pose questions based upon the job description. These questions will cover the following areas:

- Past work history, prior experience, and demonstrated skills related to the posted position through testing that is directly related to the qualifications and criteria of the position.
- Past education and training
- Communication skills
- Past attendance and work record
- Past performance reviews (for internal candidates)

Preference will be given to internal candidates, including members who are on layoff status. If all other qualifications are equal, the position will be awarded to the most senior applicant. Basic keyboarding/PC literacy testing will be required of non-clerical or external candidates.

Instructional paraprofessionals will be required to be highly qualified. All testing must be completed prior to the interview.

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

Section G - Selection of Candidates

Selection decision shall be administered in the following manner:

1. Objective and demonstrable criteria shall be established as stated qualifications for each position.

2. All new employees and employees transferring to another position shall be required to meet the stated qualifications for the positions to which they are assigned.

3. Once an employee has accepted a new position, reasonable efforts shall be made to release the employee from his or her former position within fifteen (15) workdays. Nevertheless, if such release is not made within fifteen (15) workdays, the employee shall be paid at the new rate of pay if it is higher than the employee's old rate of pay upon the fifteenth (15^{th}) workday following acceptance of the new position.

4. Any additional qualifications not subject to objective measurement shall be clearly stated in the posting.

5. Applicants not selected shall, at their request, be told why they were unsuccessful in the bid for the position. Applicants who further desire written summary of the reason shall request such summary in writing.

6. Applicants not selected shall be notified as soon as possible and every effort will be made to provide written notification within three (3) workdays once selection is made.

Section H - Involuntary Transfer Salary Hold Harmless

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

Section I - Administrator Parallel Transfer

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

Section J - Involuntary Transfer

Involuntary transfers will be minimized and avoided whenever possible.

Section K - Transfer Request Consideration

In the event there are no bargaining unit members on layoff, all bargaining unit members requesting transfers will be considered by the schools. If there are bargaining unit members on layoff status who meet the minimum qualification for an open position, they shall be interviewed by the interview team. If there are no other KSP members seeking an interview who meet the minimum qualifications for the open position, a laid off bargaining unit member shall be recalled to said open position.

In the event vacancies exist that cannot be filled by internal transfer or recall, all laid off bargaining unit members shall be notified of the vacancy so they can apply and be considered for such vacancy.

Section L - Notification of Changes

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

ARTICLE 4 - LAYOFF AND RECALL

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

Section A - Conference

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

Section B - Seniority List

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

Section C - Bargaining Unit Seniority

KSP bargaining unit seniority shall be defined as the number of years, months and days served in the bargaining unit regardless of classification, and KSP classification of seniority shall be defined as the number of years, months and days served in a particular KSP classification. KSP seniority shall be residual and cumulative as long as service within the bargaining unit is unbroken. Layoff, leaves of absence and service to the employer outside the bargaining unit shall not constitute a break in service.

Section D - Displacement Process

When one or more bargaining unit employee(s) is/are displaced (without a position, but not without employment in the District) the normal process for filling vacancies in Article VIII shall be suspended until all vacancies are filled according to the following process:

1. Displaced employees shall receive a notice from the district clarifying that they will be allowed to fill a position if a vacancy exists and that they must apply for existing vacancy online. If practicable a list of available vacancies shall be included with the notice.

2. A displaced bargaining unit employee shall apply for any vacancy in a manner consistent with Article VIII Section F.

3. If after all displaced employees have been considered for the vacancy they applied for and more than a single bargaining unit employee is still displaced and more than one vacancy exists, the District and the Association President or designee shall conduct a bid meeting no later than the second to the last work day of the impacted classification.

    a. Employees shall receive an invitation to the meeting informing them of their responsibility to attend at least one week prior to the meeting date.

    b. A list of available vacancies shall be included with the notice.

    c. At the meeting employees will be called to select from vacant positions for which they are qualified in seniority order. This selection shall be final.

d. If an employee has an emergency that precludes their attendance, they may designate a bargaining unit employee as a proxy to select a vacancy. The proxy's selection shall be final and binding on the employee.

e. Employees absent from the meeting without a proxy shall be placed in a vacant position at the end of the process.

4. Once all vacancies are filled layoff procedure as outlined in Sections E and F below shall occur.

Section E - Vacancies and Layoff

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

Section F - Bumping Rights

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

1. First, by bumping the least senior person in the same classification/range who holds a position for which the laid off employee is qualified. Full-time employees who have classification/range split assignments are not to be excluded from bumping and will be included in the classification/range wherein the employee performs the greatest amount of work. If the employee performs an equal amount of work, the highest classification/range shall be used.

2. Second, if lack of qualification precludes bumping in accordance with (1) above, bumping shall proceed against the least senior employees by successive progression through the lowest classification/range for which the employee is qualified.

3. Third, an employee who is to be laid off, or displaced as a result of bumping automatically must be considered to fill any existing vacancy for the employee's same or lower classification/range, provided the employee is qualified and completes an online application.

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

Section G - Most Senior Employee

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

Section H - Reverse Order Recall

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

Section I - Unique Paraprofessional Positions

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

Section J - Eleven Percent Rule

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

Section K - Unemployment Reimbursement

In the event that a 10-month bargaining unit member is notified of layoff to be effective after the end of the current school year and such member is subsequently recalled on or before the start of the succeeding school year, the member shall reimburse the District the amount of unemployment compensation benefits paid to that member during the weeks of the intervening summer denial period. Reimbursement shall be accomplished through equal amounts of payroll deductions commencing with the first payroll after recall. Such deductions shall return money to the District in the same manner as the unemployment compensation was received by the employee (*i.e.*, unemployment compensation received over twelve (12) weeks will be reimbursed to the District over twenty-four (24) weeks).

ARTICLE 5 - JOB DESCRIPTIONS AND RESPONSIBILITIES

Section A - Job Description Required

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

Self-contained classroom paraprofessional and those who may be needed to provide one-on-one support for specific students based on the level of their needs as determined by the IEP team.

Section B - Clearly Stated Duties

Job descriptions shall clearly state the general duties of the position. Employees shall perform exclusively the duties of their positions and shall not be assigned duties outside their job descriptions. If duties are significantly modified, the employee may address the issue during mutual concerns.

Section C - Written Notification of Changes

If duties are modified, the employees affected by change shall receive written notification of new responsibilities. Employee concerns about assigned duties may be referred to the Department of Human Resources for review. If duties are significantly modified, the employee may address the issue during Mutual Concerns. Shorthand will no longer be a job requirement for any bargaining unit employee.

Section D - Reclassification Consultation with Association

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

Section E - Administration of Medication Procedures

Administration of Medication

1. For medications that need to be administered in school, there shall be a written District policy. The policy shall include administrative procedures. The District shall provide in-service training for employees who will be administering medications. The training shall be provided by the District, at its expense, and all training time shall be considered as work time.

2. Prior to any employee administering medication to students, written authorization as required by Board policy and Michigan law shall be received by the school and kept on file in the school office.

3. The parties agree that Michigan law currently provides that a school employee designated by the school administrator, who in good faith administers medication to a pupil in the presence of another adult or in an emergency that threatens the life or health of the pupil, pursuant to written permission of the pupil's parent or guardian, and in compliance with the instructions of a physician, physician's assistant, or certified nurse practitioner is not liable in a criminal action or for civil damages as a result of an act or omission in the administration of the medication, except for an act or omission amounting to gross negligence or willful and wanton misconduct. MCL 380.1178.

ARTICLE 6 - PARAPROFESSIONALS WORK SCHEDULE

Section A - Paraprofessionals Work Schedule

See Appendix H

Section B - Duty Free Lunch Period

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

Section C - Salary

The paraprofessionals (including MTAs) regular workday will be 7.5 hours which includes 7 hours of work and a ½ hour unpaid lunch break for a total of 1,302 working hours per year. They shall report 20 minutes before the start of students' instruction, and for secondary buildings their dismissal time shall be 20 minutes after students are dismissed. Elementary buildings may schedule paraprofessionals dismissal time up to 20 minutes after students are dismissed, in which case a timesheet must be completed, authorized via supervisor's signature, and submitted to payroll biweekly for payment of any extra time worked. The employee will complete and submit weekly timesheets if the employee works more than 7 hours in a day. Prior to the start of the first day of school, each paraprofessionals will be provided a written individual work schedule with start and end times by the building administrator, and paraprofessionals hired during the school year will be provided their work schedule during the building onboarding process. A job description shall be created for each paraprofessional position. Individual appointment notices shall specify position, and range.

Paraprofessionals will only be required to work one (1) day before the student instructional calendar begins and one (1) day following the close of the student instructional calendar.

Self-contained is a specific assignment within special education that could include the following categories: ECSE paraprofessionals, ASD (Autism), and MOCI (Moderate Cognitively Impaired).

Section D - Wage Premiums

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

1. Any work performed between 5:00 p.m. and midnight will be paid at a shift premium rate of twenty-two ($0.22) cents per hour above straight time.

2. Any work performed between midnight and 6:30 a.m. will be paid at a premium rate of thirty-four ($0.34) cents per hour above straight time.

3. Any work performed in addition to 35 hours per week up to and including forty (40) hours per week shall be paid at the straight time rate except as qualified by (1) and (2.)

4. Any work beyond forty (40) hours per week and any Saturday work shall be paid at the rate of time and a half. Sunday work shall be paid at double time.

5. Straight time hourly rate for a school year shall be calculated as follows: annual Salary ÷ number of paid days ÷ 7.0 hours (or typical hours if different) = Straight Hourly Rate (See Article XI)

Section E - Extra Days Work

Pay for any work outside the scope of the 186 days calendar for the school year shall be prorated in accordance with the formulation specified in Section C above.

Section F - Student Supervision Extra Duty

To cover additional periods of student supervision before school, volunteers will be selected or employees mandated based on building needs and building proximity. When two (2) or more employees are equally suitable based on those factors, seniority will govern. For voluntary opportunities, high seniority will govern.

ARTICLE 7 - FUNERAL POLICY

Section A - Immediate Family

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

Section B - Non-Immediate Family

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

Section C - Friend

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

Section D - Sick Leave Unavailable

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

ARTICLE 8 - OTHER ABSENCES

Section A - Conditions of Leave

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

1. Employees on leave who wish to return to work shall request placement in writing. They/their will be interviewed for the first vacant position for which they/their is qualified. If employment is offered, they/their will be permitted to accept or reject the position without losing they/their leave of absence status. During the time the employee is on leave, they/their will be interviewed for each position for which they/their is qualified. A one (1) year extension of the leave may be requested.

2. The leave of absence shall not entitle the employee to pay increment or sick leave accrual during the time away from employment. The employee shall retain they/their pay status and sick leave credit accumulated until the time of expiration of re-employment privilege.

3. A leave of absence may be terminated at any time by mutual agreement between the employee on leave and the Superintendent. A leave of absence is automatically terminated when the employee accepts other full-time employment.

4. A leave of absence, not to exceed four (4) months, may be granted to an employee with the approval of the immediate administrator and the Assistant Superintendent of Human Resources to pursue work-related education. Upon return from such leave, the employee shall be returned to the same position.

Section B - Personal Business Leave

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

1. The personal business leave shall be used for the purpose of conducting business which is impossible to transact on the weekend or after working hours. Reasons such as family obligations, legal commitments (with the exception of legal action taken against the District by the Association or any member thereof, except in such cases in which the District subpoenas the employee), religious observances, unusual circumstances related to professional growth, and emergencies are considered to be justification for the utilization of the personal business policy. Unused personal business leave in excess of four (4) days shall be added to accumulated sick leave.

2. Employees wishing to use the personal business leave shall submit an S-55A to the immediate administrator at least five (5) days in advance of said absence except in cases of emergency. The reason for said leave shall be stated as in (1) above on S-55A without going into detail.

3. If the leave is considered an emergency, the S-55A may be submitted at the earliest possible time.

4. Personal business leave shall not be used by employees for the purpose of seeking employment elsewhere.

5. Personal business leave shall not be used by employees for the purpose of rendering services, of working either with or without remuneration for themselves or for anyone else.

6. If a reply to the S-55A has not been received prior to the date of absence, the employee should contact the immediate administrator to get they/their response.

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

Section C - Leave for Child's Academic Performance or Activity

Up to two (2) days per school year will be allowed for a unit employee to attend an academic activity or performance of they/their Pre K-Post Secondary child. After an employee exhausts the two (2) paid days, that employee will be excused up to an additional two (2) days, and the employee shall use available paid sick leave for these two additional days. Such leave may be taken in half-day or whole-day increments. A separate check-box or notation will be provided on the S-55 or appropriate form absence request form for members to invoke this leave.

Section D - Purposes of Personal Business Leave

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

1. The personal business leave shall be used for the purpose of conducting business which is impossible to transact on the weekend or after working hours. Reasons except in cases of emergency. The reason for said leave shall be stated as in (1) above on S-55A without going into detail.

2. If the leave is considered an emergency, the S-55A may be submitted at the earliest possible time.

3. Personal business leave shall not be used by employees for the purpose of seeking employment elsewhere.

4. Personal business leave shall not be used by employees for the purpose of rendering services, of working either with or without remuneration for themselves or for anyone else.

5. If a reply to the S-55A has not been received prior to the date of absence, the employee should contact the immediate administrator to get they/their response.

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

ARTICLE 9 - COMPENSATION

Section A - Pay Schedule

The pay of employees covered by this Agreement is set forth in the Employees' Pay Schedule (See Article IX).

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

Section B - Paid Holidays

The following days shall be paid holidays for 2025-2026:

Paraprofessionals
Labor Day
Thanksgiving
Memorial Day
Mid Winter Break

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

Section C - Association Meetings with District

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

Section D - Personal Automobile Use

An employee required to use they/their automobile for official District business shall be reimbursed at the rate established by the Board and consistent with other employee groups. Such use shall be approved in advance by the immediate administrator.

Section E - Payroll Deduction for Savings

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

Section F - Damage to Personal Property

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

Section G - Longevity Payments

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

Paraprofessionals

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

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

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

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

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

1. Longevity shall be computed from initial date of employment by counting years and months of service consistent with the past practice of the parties. For a partial year of service longevity pay will be prorated.

2. Ten (10) month and twelve (12) month employees shall receive an equal amount of longevity pay according to years of service.

3. Fractional time employees shall receive pay prorated by the percentage of time worked.

4. Employees who have both fractional and full-time service credit shall receive pay for the year's most favorable to the employee.

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

Section H - Two Percent of Salary

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

Section I - Overpayments and Underpayments

The employee has a responsibility to monitor his or her wages as paid by the district. If the employee believes there is a discrepancy, they have a responsibility to contact the District. Likewise, if the District believes an employee to be overpaid or underpaid the District shall make appropriate contact with the employee. The District will make corrections up to six (6) months of payroll from the date of discovery.

Section J - Death Benefit

The District shall pay to the employee or they/their beneficiary at the time of retirement or death, a sum equal to two (2) days' pay at current rate for each year of service.

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

Section K - Tuberculin Test

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

Section L - Initial Placement

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

Section M - Step Advancement

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

1. There has been no unsatisfactory evaluation by the immediate administrator during the current fiscal year.

2. An employee must have worked one-half (1/2) of a work year within the system to qualify for such a raise.

3. Each employee currently employed shall retain the number of years prior experience granted by the District at the time of hire.

Employees shall advance 1 step upon ratification and 1 step on July 1, 2025.

Section N - Prorated for Part Time

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

Section O - School Improvement Participation

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

Section P - Retirement Payment

Any employee retiring with fifteen (15) years or more of service with Kalamazoo Public Schools shall be entitled to a payment of $1,935.72 on or before June 30th of the year of his or her retirement, provided said employee has given written notice of his or her retirement to the District on or before March 1st of that year and works until their scheduled last day of that school year.

If the employee can document long-term financial harm under MPSERS, then the employee can submit the written notice by January 1 of the year that he or she is going to retire, and there

will be no expectation that he or she will be required to complete the remaining part of the school year ending June 30th of the same year.

Section Q - Substituting for Classroom Teachers

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

ARTICLE 10 - PARAPROFESSIONALS SALARY SCHEDULE

2025-2026 – Reflects an increase of 2.29% from the 2024-25 schedule.

STEP/ LEVEL	HOURLY RATE	ANNUAL SALARY	
1	17.8241	23,207.00	
2	18.1390	23,617.00	
3	18.4531	24,026.00	
4	18.7673	24,435.00	
5	19.0822	24,845.00	
6	19.3963	25,254.00	
7	19.7120	25,665.00	
8	20.0261	26,074.00	
9	20.3402	26,483.00	
10	20.6551	26,893.00	
11	20.9693	27,302.00	
12	21.2834	27,711.00	
13	21.5991	28,122.00	
14	24.3771	31,739.00	Applies to self-contained
15	25.0691	32,640.00	Applies only to LPNs

186 days

CHAPTER 4: OFFICE PERSONNEL/LIBRARY ASSISTANTS UNIQUE PROVISIONS RIDER

ARTICLE 1

Section A - Mutual Concerns

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

Section B - Luncheon Meetings

No more than four (4) business luncheon meetings of the Association will be held annually from 12:30 p.m. to 2:00 p.m. on days to be determined by discussions between the District representatives and the Association's Mutual Concerns Committee. Once a calendar has been tentatively agreed to between the District and the Kalamazoo Education Association (KEA), a draft copy will be provided to the KSP president, and the KSP will then respond within two (2) weeks of having received said draft with tentative luncheon meeting dates for the unit.

ARTICLE 2 - OFFICE PERSONNEL EMPLOYMENT

Section A - Initial Classification

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

Section B - Probation Period

1. Upon initial employment, employees shall be designated as probationary employees for a period of three (3) calendar months. Such probationary period shall serve the purpose of determining the employee's work skills and habits. Probationary employees shall not be used as temporary employees. All newly hired probationary employees' names and dates of hire, address and phone numbers will be provided to the KSP Membership Chair and the KSP President within seven (7) days. Upon employment, each employee shall be given a copy of these Articles of Agreement, work rules, written notification of assignment, job description, fringe benefit package, notice of placement on the levels of classification chart, pay, hours and name of immediate administrator.

2. Probationary employees shall work the contracted work hours and be granted contractual sick leave but shall receive no other contractual benefits or privileges and shall not have the right of arbitration of dismissal. Employees may upon request have union representation during disciplinary investigations, and the first available union representative who has been designated by KSP, will be allowed to attend any disciplinary-related meeting.

3. A probationary employee who has successfully completed they/their probationary period shall be recommended to the Board for permanent appointment with full benefits. A probationary employee whose performance has been appraised as unsatisfactory shall be terminated prior to the completion of the employee's probationary period.

4. The probationary period of an employee may be extended for a period not to exceed an additional three (3) months provided the District has given notification of such desire to extend to the employee and to the Association.

5. Seniority shall commence upon date of original hire and shall accumulate only while an employee is an active employee in the bargaining unit.

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

Section C - Career Employment

1. Employees who successfully complete the probationary period shall be placed on career status.

2. Career employees returning to the bargaining unit after an absence from the bargaining unit shall be placed no lower than the same salary step they were on when they left provided that said absence is no longer than two (2) years.

3. Career employees transferred to a new assignment shall be evaluated for three (3) consecutive months.

Section D - Discipline: Just Cause and Due Process

1. No employee shall be disciplined or discharged without just cause or without due process. The term "discipline" as used in this Agreement includes verbal reprimand, suspension, and discharge, but not discharge of probationary employees. An employee will be provided notice of the complaint or concern and have an opportunity to be heard before any discipline is imposed. The specific grounds for disciplinary action, if any, will be presented to the employee and the Association within five (5) working days of the time the discipline is imposed.

2. Discipline investigation and imposition shall be conducted in private to the extent possible. No corrective or disciplinary meeting shall be held without the District first informing the bargaining unit member of her/his or her right to have an Association representative present.

3. The Association Representative (AR) may notify the Association President whenever a bargaining unit member is subjected to formal disciplinary action.

4. Written reprimands will be given in the form of a formal letter with the full signature of the administrator taking the action. The letter will be delivered only after a meeting has been held at which the employee has had an opportunity to be heard. A written reprimand must indicate that a copy has been forwarded to the employee's supervisor; a copy will be given to the employee and placed in the employee's personnel file.

5. Any complaint not called to the attention of the employee may not be used in any disciplinary action against the employee.

6. It is agreed and understood, that under normal circumstances, the following progressive system of discipline shall be followed in disciplining an employee:

   Step 1. Verbal Reprimand
   Step 2. Written Reprimand
   Step 3. Suspension without Pay (may also include additional written reprimand)
   Step 4. Dismissal

7. In the event of serious violations, the District may impose a penalty up to and including discharge as is reasonable under the circumstances without going through the progressive steps as set forth above.

Section E - Warning for Career Employees

1. A career employee who fails to perform tasks assigned satisfactorily will be placed on a twelve (12) week warning period. A written plan of improvement will be developed.

2. Appraisal shall be made after twenty (20) working days, forty (40) working days, and immediately prior to the end of the sixty (60) working day warning period. These appraisals shall be discussed in conference with the employee by the immediate administrator and signed by each. An addendum explaining the purpose of the evaluation shall accompany the evaluation form.

3. When as the result of this process an employee's performance improves to a level that is satisfactory or above, such improvement shall be documented on the next evaluation form. The previous evaluation form(s) reflecting unsatisfactory performance shall be removed from the employee's file after two years.

Section F - Placement Notification

On or before August 1 of each year, each employee shall receive notification of placement for the succeeding school year. Such notification shall include assignment, job title, placement on the levels of classification chart, pay level, percentage of time and name of immediate administrator.

Section G - Notification of Changes

The Association shall be notified within seven (7) business days of any new hires, transfers, leaves of absence and terminations.

Section H - Performance Evaluation

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

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

ARTICLE 3 - ASSIGNMENT AND TRANSFER

Section A - Assignments

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

Section B - Orientation

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

Section C - Transfer Rights and Substitutes

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

    a. Upon determination that a vacancy exists, the District shall post such vacancy within ten (10) calendar days and communicate the posting on the District's webpage. During the summer, notice of vacancy shall be sent to the president and to all employees who have requested placement on the Notification of Vacancies mailing list. Postings shall state a closing date for submitting applications for transfer. Such closing date shall be fourteen (14) days after publication of posting. Applications may be submitted electronically.

    b. All Applications will be done via Applitrack (or successor software application the District may adopt). After the posting is closed the District will send an email to the Association President identifying the bargaining unit candidates. The employee shall submit a duplicate form with the employee sending one copy to the Human Resources Department and one copy to the KSP president. Interviews shall be conducted with all employees requesting transfer who meet the stated qualifications for a posted position.

c. Where qualifications are relatively equal, positions will be awarded on the basis of seniority. No external applicant shall be awarded a vacancy when an internal qualified candidate exists, that has not transferred to a job with equal Salary Range within 12 months. Award of the vacancy depends on the interview team's recommendation. Vacancies that result from transfer of internal candidates will be posted during June and external hires shall be placed on an interim basis until the summer posting is complete. There shall be no limits on internal transfers when internal candidates would be promoted to higher salary range, if selected.

2. After a vacancy is posted, it shall be filled within ten (10) days provided qualified bargaining unit members apply. If qualified bargaining unit members do not apply, such vacancies may be staffed with a substitute or a temporary employee for a period not to exceed thirty (30) calendar days so the position may be reposted or so that applicants from outside the District may be secured and properly screened.

3. Substitute/Temporary Employees

   a. A substitute is defined as an individual who is filling an established unit position during a regular employee's leave. A temporary is defined as an individual who performs bargaining unit work on a short-term/as needed basis. Short-term shall be defined as a period no longer than seventy-five (75) workdays after which the position shall be posted. Neither a substitute nor a temporary shall ever be considered a bargaining unit member. Notwithstanding any other provision of this Agreement, the District continues to have the right to utilize outsourcing when, in the judgment of the District, such action is necessary. The District will provide the Association with a list of new temporary placements on or before the monthly mutual concerns meetings.

   b. When an employee is assigned substitute work in a higher paying position for more than five (5) consecutive days or more than six (6) days within ten (10) consecutive workdays, the Board agrees to pay the substituting employee the position's range at that employee's step for the duration of the temporary assignment.

Section D - New Positions

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

Section E - Posting of Positions

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

Section F - Interviews

Qualified candidates will be selected for site-based interviews by a team of building personnel. External candidates will not be interviewed on the same day as internal candidates. If the interview team is composed of three (3) individuals, at least one (1) of the team members shall be a non-administration employee. If the interview team is composed of five (5) individuals, at least two (2) of the team shall be non-administration, one of which is a KSP bargaining unit employee selected by the Association. When the District determines that it is appropriate and/or possible, one (1) of the interview team members shall be a KSP member from within the posted classification. The KSP president will be informed of who the interview team is 24 hours in advance. The interview team will pose questions based upon the job description. These questions will cover the following areas:

- Past work history, prior experience, and demonstrated skills related to the posted position through testing that is directly related to the qualifications and criteria of the position.
- Past education and training
- Communication skills
- Past attendance and work record
- Past performance reviews (for internal candidates)

Preference will be given to internal candidates, including members who are on layoff status. If all other qualifications are equal, the position will be awarded to the most senior applicant. Basic keyboarding/PC literacy testing will be required of non-clerical or external candidates.

Instructional paraprofessionals will be required to be highly qualified. All testing must be completed prior to the interview.

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

Section G - Selection of Candidates

Selection decision shall be administered in the following manner:

1. Objective and demonstrable criteria shall be established as stated qualifications for each position.

2. All new employees and employees transferring to another position shall be required to meet the stated qualifications for the positions to which they are assigned.

3. Once an employee has accepted a new position, reasonable efforts shall be made to release the employee from his or her former position within fifteen (15) workdays. Nevertheless, if such release is not made within fifteen (15) workdays, the employee shall be paid at the

new rate of pay if it is higher than the employee's old rate of pay upon the fifteenth (15th) workday following acceptance of the new position.

4. Any additional qualifications not subject to objective measurement shall be clearly stated in the posting.

5. Applicants not selected shall, at their request, be told why they were unsuccessful in the bid for the position. Applicants who further desire a written summary of the reason shall request such summary in writing.

6. Applicants not selected shall be notified as soon as possible and every effort will be made to provide written notification within three (3) workdays once selection is made.

Section H - Involuntary Transfer Salary Hold Harmless

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

Section I - Administrator Parallel Transfer

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

Section J - Involuntary Transfer

Involuntary transfers will be minimized and avoided whenever possible.

Section K - Transfer Request Consideration

In the event there are no bargaining unit members on layoff, all bargaining unit members requesting transfers will be considered by the schools. If there are bargaining unit members on layoff status who meet the minimum qualification for an open position, they shall be interviewed by the interview team. If there are no other KSP members seeking an interview who meet the minimum qualifications for the open position, a laid off bargaining unit member shall be recalled to said open position.

In the event vacancies exist that cannot be filled by internal transfer or recall, all laid off bargaining unit members shall be notified of the vacancy so they can apply and be considered for such vacancy.

Section L - Notification of Changes

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

ARTICLE 4 - LAYOFF AND RECALL

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

Section A - Conference

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

Section B - Seniority List

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

Section C - Bargaining Unit Seniority

KSP bargaining unit seniority shall be defined as the number of years, months and days served in the bargaining unit regardless of classification, and KSP classification of seniority shall be defined as the number of years, months and days served in a particular KSP classification. KSP seniority shall be residual and cumulative as long as service within the bargaining unit is unbroken. Layoff, leaves of absence and service to the employer outside the bargaining unit shall not constitute a break in service.

Section D - Displacement Process

When one or more bargaining unit employee(s) is/are displaced (without a position, but not without employment in the District) the normal process for filling vacancies in Article VIII shall be suspended until all vacancies are filled according to the following process:

1. Displaced employees shall receive a notice from the district clarifying that they will be allowed to fill a position if a vacancy exists and that they must apply for existing vacancy online. If practicable a list of available vacancies shall be included with the notice.

2. A displaced bargaining unit employee shall apply for any vacancy in a manner consistent with Article VIII Section F.

3. If after all displaced employees have been considered for the vacancy they applied for and more than a single bargaining unit employee is still displaced and more than one vacancy exists, the District and the Association President or designee shall conduct a bid meeting no later than the second to the last work day of the impacted classification.

a. Employees shall receive an invitation to the meeting informing them of their responsibility to attend at least one week prior to the meeting date.

b. A list of available vacancies shall be included with the notice.

c. At the meeting employees will be called to select from vacant positions for which they are qualified in seniority order. This selection shall be final.

d. If an employee has an emergency that precludes their attendance, they may designate a bargaining unit employee as a proxy to select a vacancy. The proxy's selection shall be final and binding on the employee.

e. Employees absent from the meeting without a proxy shall be placed in a vacant position at the end of the process.

4. Once all vacancies are filled layoff procedure as outlined in Sections E and F below shall occur.

Section E - Vacancies and Layoff

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

Section F - Bumping Rights

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

1. First, by bumping the least senior person in the same classification/range who holds a position for which the laid off employee is qualified. Full-time employees who have classification/range split assignments are not to be excluded from bumping and will be included in the classification/range wherein the employee performs the greatest amount of work. If the employee performs an equal amount of work, the highest classification/range shall be used.

2. Second, if lack of qualification precludes bumping in accordance with (1) above, bumping shall proceed against the least senior employees by successive progression through the lowest classification/range for which the employee is qualified.

3. Third, an employee who is to be laid off, or displaced as a result of bumping automatically must be considered to fill any existing vacancy for the employee's same or lower classification/range, provided the employee is qualified and completes an online application.

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

Section G - Most Senior Employee

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

Section H - Reverse Order Recall

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

Section I - Eleven Percent Rule

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

Section J - Unemployment Reimbursement

In the event that a 10-month bargaining unit member is notified of layoff to be effective after the end of the current school year and such member is subsequently recalled on or before the start of the succeeding school year, the member shall reimburse the District the amount of unemployment compensation benefits paid to that member during the weeks of the intervening summer denial period. Reimbursement shall be accomplished through equal amounts of payroll deductions commencing with the first payroll after recall. Such deductions shall return money to the District in the same manner as the unemployment compensation was received by the employee (*i.e.*, unemployment compensation received over twelve (12) weeks will be reimbursed to the District over twenty-four (24) weeks.)

ARTICLE 5 - JOB DESCRIPTIONS AND RESPONSIBILITIES

Section A - Job Description Required

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

Section B - Clearly Stated Duties

Job descriptions shall clearly state the general duties of the position. Employees shall perform exclusively the duties of their positions and shall not be assigned duties outside their job descriptions. If duties are significantly modified, the employee may address the issue during mutual concerns.

Section C - Written Notification of Changes

If duties are modified, the employees affected by change shall receive written notification of new responsibilities. Employee concerns about assigned duties may be referred to the Department of Human Resources for review. If duties are significantly modified, the employee may address the issue during Mutual Concerns. Shorthand will no longer be a job requirement for any bargaining unit employee.

Section D - Reclassification Consultation with Association

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

Section E - Administration of Medication Procedures

Administration of Medication

1. For medications that need to be administered in school, there shall be a written District policy. The policy shall include administrative procedures. The District shall provide in-service training for employees who will be administering medications. The training shall be provided by the District, at its expense, and all training time shall be considered as work time.

2. Prior to any employee administering medication to students, written authorization as required by Board policy and Michigan law shall be received by the school and kept on file in the school office.

3. The parties agree that Michigan law currently provides that a school employee designated by the school administrator, who in good faith administers medication to a pupil in the presence of another adult or in an emergency that threatens the life or health of the pupil, pursuant to written permission of the pupil's parent or guardian, and in compliance with the instructions of a physician, physician's assistant, or certified nurse practitioner is not liable in a criminal action or for civil damages as a result of an act or omission in the administration of the medication, except for an act or omission amounting to gross negligence or willful and wanton misconduct. MCL 380.1178.

ARTICLE 6 - WORK SCHEDULE

Section A - Standard Work Schedule

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

Section B - Work Schedules

Each department and/or division in the School Administration Building and Community Education Center shall develop flextime work schedules.

1. Individual school buildings are encouraged to develop flextime schedules.

2. Flextime work schedules shall specify beginning and closing times (during which there will be office coverage), core hours (during which full strength coverage is required), and flextime hours (during which employees may vary arrival and departure times.) Core hours in school buildings shall be those hours during which teachers are present. Lunch times shall be one-half (1/2) hour for office employees who are scheduled eight and one-half (8.5) hours per day and one (1) hour for office employees who are scheduled nine (9) hours per day.

3. Guidelines established by the Department of Human Resources shall be utilized to develop schedules.

4. The Department of Human Resources, in cooperation with the Association, shall monitor the development and implementation of the flextime program.

5. No person shall be required to work in a building alone when the building is open to the public. Every reasonable effort will be made to provide a safe work environment.

6. If summer hours are instituted, they will commence the Monday following the departure of 10-month staff and will conclude the Friday prior to the return of 10-month staff. The institution and continuation of summer hours is within the sole discretion of the District.

7. Any bargaining unit member assigned responsibility for calling substitutes or receiving calls at home from employees, who will be absent, shall be given compensatory time for all time actually expended in performing such assigned responsibility. Any and all utilization of compensatory time must take place within thirty (30) working days of the date on which such compensatory time was earned. Any compensatory time not taken within thirty (30) working days of the date on which such compensatory time was earned shall be paid at the employee's regular or overtime rate of pay, as required by law.

Section C - Fractional Employees

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

Section D - Overtime

1. Overtime shall consist of time on the job beyond forty (40) hours worked per week. All overtime must be approved in advance by the employee's supervisor.

2. Overtime work shall be paid at the rate of time and one-half for weekdays and Saturdays and shall be paid at the rate of double time for Sundays and holidays.

3. An employee may elect to request compensatory time in lieu of the receipt of overtime pay. An employee must get approval for the utilization of compensatory time from they/their immediate supervisor. Any and all utilization of compensatory time must take place within thirty (30) working days of the date on which such compensatory additional time spent on the job.

Section E - Work Year

The work year of ten (10) month employees shall be the same as 10-month administrators, which includes seven (7) paid holidays.

Section F - Act of God

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

1. Contact their immediate administrator or department head.

2. Report for work as soon as conditions clear.

Ten (10) month school office employees will not report for work on snow days but will report when those days are made up.

When, in the judgment of the Administration, an employee's absence is caused entirely by dangerous road conditions, foul weather, or other acts of God, a pay deduction shall not be made.

When the Superintendent of Schools or they/their designee determines that students are to be released before the end of the normal school day, the employees of the School District shall be released based on the determination of the Superintendent/designee on a case-by-case basis.

Those employees of the School District not assigned to a particular school building shall be released within one (1) hour after the last group of students has been released. Early dismissal of employees will be equally applied.

ARTICLE 7 - FUNERAL POLICY

Section A - Immediate Family

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

Section B - Non-Immediate Family

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

Section C - Friend

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

Section D - Sick Leave Unavailable

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

ARTICLE 8 - OTHER ABSENCES

Section A - Conditions of Leave

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

1. Employees on leave who wish to return to work shall request placement in writing. They/their will be interviewed for the first vacant position for which they/their is qualified. If employment is offered, they/their will be permitted to accept or reject the position without losing they/their leave of absence status. During the time the employee is on leave, they/their will be interviewed for each position for which they/their is qualified. A one (1) year extension of the leave may be requested.

2. The leave of absence shall not entitle the employee to pay increment or sick leave accrual during the time away from employment. The employee shall retain they/their pay status and sick leave credit accumulated until the time of expiration of re-employment privilege.

3. A leave of absence may be terminated at any time by mutual agreement between the employee on leave and the Superintendent. A leave of absence is automatically terminated when the employee accepts other full-time employment.

4. A leave of absence, not to exceed four (4) months, may be granted to an employee with the approval of the immediate administrator and the Assistant Superintendent of Human Resources to pursue work-related education. Upon return from such leave, the employee shall be returned to the same position.

Section B - Personal Business Leave

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

personal business leave shall accumulate to a maximum of four (4) days. Personal business leave shall be governed by the following regulations:

1. The personal business leave shall be used for the purpose of conducting business which is impossible to transact on the weekend or after working hours. Reasons such as family obligations, legal commitments (with the exception of legal action taken against the District by the Association or any member thereof, except in such cases in which the District subpoenas the employee), religious observances, unusual circumstances related to professional growth, and emergencies are considered to be justification for the utilization of the personal business policy. Unused personal business leave in excess of four (4) days shall be added to accumulated sick leave.

2. Employees wishing to use the personal business leave shall submit an S-55A to the immediate administrator at least five (5) days in advance of said absence except in cases of emergency. The reason for said leave shall be stated as in (1) above on S-55A without going into detail.

3. If the leave is considered an emergency, the S-55A may be submitted at the earliest possible time.

4. Personal business leave shall not be used by employees for the purpose of seeking employment elsewhere.

5. Personal business leave shall not be used by employees for the purpose of rendering services, of working either with or without remuneration for themselves or for anyone else.

6. If a reply to the S-55A has not been received prior to the date of absence, the employee should contact the immediate administrator to get they/their response.

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

Section C - Leave for Child's Academic Performance or Activity

Up to two (2) days per school year will be allowed for a unit employee to attend an academic activity or performance of they/their Pre K-Post Secondary child. After an employee exhausts the two (2) paid days, that employee will be excused up to an additional two (2) days, and the employee shall use available paid sick leave for these two additional days. Such leave may be taken in half- day or whole-day increments. A separate check-box or notation will be provided on the S-55 or appropriate form absence request form for members to invoke this leave.

ARTICLE 9 - VACATION POLICY

Section A - Vacation Allowance

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

1. All vacations will be granted at the convenience of the District with the approval of the immediate administrator or department head and the Superintendent.

2. Vacation shall be credited by the month as determined by amount of annual vacation allowance.

Vacation Credit Per Year	Monthly Vacation Allowance
10 days/year	One per month for first ten months of fiscal year [or one per month to the close of the fiscal year (if hired September 1 or later)].
15 days/year	1.5 per month for first ten months of fiscal year.
20 days/year	Two per month for first ten months of fiscal year.

VACATION EXAMPLE

a. Employee has 10 days annually and worked. Maximum accumulation is 25 days.

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

b. Employee has 20 days annually and changed from 10 to 12 months. Maximum accumulation is 40 days.

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

3. Employees in good standing, upon proper termination of employment or transferring to a ten (10) month job, shall receive the vacation pay that has accumulated up to that time.

4. Holidays occurring during regular vacation shall not be deductible from vacation allowance.

5. Vacation may not be taken during the first thirty (30) days of the probationary period.

6. The number of vacation days which may be accumulated for Kalamazoo Public Schools' employees is one and one-half (1 ½) times the allowance for the fiscal year.

Section B - Earned Vacation

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

The following schedule shall be utilized in determining vacation allowance:

1. First year employees: one (1) day per month up to ten (10) days per year.

2. Thereafter, and through the fifth (5th) full fiscal year, ten (10) days per year.

3. After the fifth (5th) full fiscal year and through the twelfth (12th) fiscal year, fifteen (15) days per year.

4. After the twelfth (12th) fiscal year, twenty (20) days per year.

Section C - Prorated Vacation

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

Section D - Revision to Vacation Policy

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

Section E - Leave for Child's Academic Performance or Activity

Up to two (2) days per school year will be allowed for a unit member to attend an academic activity or performance of they/their Pre K-Post Secondary child. Such leave may be taken in half-day or whole-day increments. A separate check-box or notation will be provided on the S-55 or appropriate form absence request form for members to invoke this leave.

ARTICLE 10 - COMPENSATION

Section A - Pay Schedule

The pay of employees covered by this Agreement is set forth in the Employees' Pay Schedule (see Article XI).

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

Section B - Paid Holidays

The following days shall be paid holidays:

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

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

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

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

Ten-Month Office Employees
Labor Day
Thanksgiving
Friday following Thanksgiving
Christmas Day
New Year's Day
Mid-Winter Break
Memorial Day

Section C - Longevity

Longevity pay shall be made to eligible employees in their regular paycheck on the second pay in November. Continuous service from the initial date of employment in the KSP bargaining unit

from six (6) to twenty-eight (28) years shall constitute the eligibility period. The schedule is as follows:

Office Employees

Years of Continuous Service	Benefit	Year of Continuous Service	Benefit
6	$146	18	$389
7	$167	19	$409
8	$187	20	$429
9	$207	21	$449
10	$227	22	$470
11	$247	23	$490
12	$268	24	$510
13	$288	25	$530
14	$308	26	$550
15	$328	27	$571
16	$338		
17	$348		

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

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

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

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

1. Longevity shall be computed from initial date of employment by counting years and months of service consistent with the past practice of the parties. For a partial year of service longevity pay will be prorated.

2. Ten (10) month and twelve (12) month employees shall receive an equal amount of longevity pay according to years of service.

3. Fractional time employees shall receive pay prorated by the percentage of time worked.

4. Employees who have both fractional and full-time service credit shall receive pay for the year's most favorable to the employee.

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

Section D - Two Percent of Salary

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

Section E - Overpayments and Underpayments

The employee has a responsibility to monitor his or her wages as paid by the district. If the employee believes there is a discrepancy, they have a responsibility to contact the District. Likewise, if the District believes an employee to be overpaid or underpaid the District shall make appropriate contact with the employee. The District will make corrections up to six (6) months of payroll from the date of discovery.

Section F - Death Benefit

The District shall pay to the employee or they/their beneficiary at the time of retirement or death, a sum equal to two (2) days' pay at current rate for each year of service.

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

Section G - Tuberculin Test

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

Employees will be required to submit evidence of payment.

Section H - Initial Placement

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

Section I - Step Advancement

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

1. There has been no unsatisfactory evaluation by the immediate administrator during the current fiscal year.

2. An employee must have worked one-half (1/2) of a work year within the system to qualify for such a raise.

3. Each employee currently employed shall retain the number of years prior experience granted by the District at the time of hire.

Employees shall advance 1 step upon ratification and 1 step on July 1, 2025.

Section J - Prorated for Part Time

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

Section K - School Improvement Participation

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

Section L - Summer School Pay

Summer wages will be at the regular hourly rate paid during the school year when school is in session. Employees in all classifications shall be paid their regular hourly rate for summer schoolwork.

Section M - Retirement Payment

Any employee retiring with fifteen (15) years or more of service with Kalamazoo Public Schools shall be entitled to a payment of $1,935.72 on or before June 30th of the year of his or her retirement, provided said employee has given written notice of his or her retirement to the District on or before March 1st of that year and works until their scheduled last day of that school year.

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

ARTICLE 11 - OFFICE EMPLOYEE SALARY SCHEDULES

Reflects a 2.29% increase in hourly rates from salary schedule 2024-2025.

10 Month Salary

K108:
10 month School Secretary
10 month Library Assistant
10 month Receptionist

K109:
KILP/Virtual Secretary
K-3 Building Secretary
Magnet Secretary
Transportation Secretary

K110:
10 month Lead Secretary

K111:
10 month Admin Secretary

K108 STEP/ LEVEL	HOURLY RATE	ANNUAL SALARY
1	17.8240	29,374.00
2	17.8240	29,374.00
3	18.1911	29,979.00
4	18.8519	31,068.00
5	19.5225	32,173.00
6	20.1833	33,262.00
7	20.8538	34,367.00
8	21.6723	35,716.00
9	22.2803	36,718.00

K109 STEP/ LEVEL	HOURLY RATE	ANNUAL SALARY
1	17.8240	29,374.00
2	18.6001	30,653.00
3	19.3028	31,811.00
4	20.0152	32,985.00
5	20.7178	34,143.00
6	21.4308	35,318.00
7	22.1335	36,476.00
8	22.4266	36,959.00
9	23.1924	38,221.00

K110 STEP/ LEVEL	HOURLY RATE	ANNUAL SALARY
1	18.1171	29,857.00
2	18.5789	30,618.00
3	19.5540	32,225.00
4	20.2773	33,417.00
5	20.9903	34,592.00
6	21.7033	35,767.00
7	22.4266	36,959.00
8	23.1924	38,221.00
9	23.9472	39,465.00

K11 STEP/ LEVEL	HOURLY RATE	ANNUAL SALARY
1	18.7257	30,860.00
2	19.4600	32,070.00
3	20.2148	33,314.00
4	20.9484	34,523.00
5	21.6930	35,750.00
6	22.3853	36,891.00
7	23.1924	38,221.00
8	23.9472	39,465.00
9	24.4502	40,294.00

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	K112	
STEP/ LEVEL	HOURLY RATE	ANNUAL SALARY
1	19.4600	32,070.00
2	20.2148	33,314.00
3	20.9484	34,523.00
4	21.6930	35,750.00
5	22.3853	36,891.00
6	23.1924	38,221.00
7	23.9472	39,465.00
8	24.4502	40,294.00
9	24.9539	41,124.00

Salary is calculated on 1,640 hours at hourly rates above.

12 Month Salaries

KS10
12 month Admin Secretary
12 month KAMSC Secretary
12 month Receptionist

KS11:
12 month Admin Secretary
12 month Facilities Lead Secretary
12 month Business Office Secretary

KS12
High School Lead Secretary

	KS08			KS09	
STEP/ LEVEL	HOURLY RATE	ANNUAL SALARY	STEP/ LEVEL	HOURLY RATE	ANNUAL SALARY
1	17.7558	37,074.00	1	17.7558	37,074.00
2	17.7558	37,074.00	2	18.5273	38,685.00
3	18.1212	37,837.00	3	19.2332	40,159.00
4	18.7783	39,209.00	4	19.9377	41,630.00
5	19.4478	40,607.00	5	20.6432	43,103.00
6	20.1054	41,980.00	6	21.3487	44,576.00
7	20.7744	43,377.00	7	22.0532	46,047.00
8	21.5876	45,075.00	8	22.3400	46,646.00
9	22.1968	46,347.00	9	23.1054	48,244.00

KS10		
STEP/ LEVEL	HOURLY RATE	ANNUAL SALARY
1	18.0527	37,694.00
2	18.4962	38,620.00
3	19.4837	40,682.00
4	20.2007	42,179.00
5	20.9143	43,669.00
6	21.6308	45,165.00
7	22.3487	46,664.00
8	23.0987	48,230.00
9	23.8511	49,801.00

KS11		
STEP/ LEVEL	HOURLY RATE	ANNUAL SALARY
1	18.6561	38,954.00
2	19.3932	40,493.00
3	20.1370	42,046.00
4	20.8769	43,591.00
5	21.6197	45,142.00
6	22.3578	46,683.00
7	23.0987	48,230.00
8	23.8511	49,801.00
9	24.3592	50,862.00

KS12		
STEP/ LEVEL	HOURLY RATE	ANNUAL SALARY
1	19.3932	40,493.00
2	20.1370	42,046.00
3	20.8769	43,591.00
4	21.6197	45,142.00
5	22.3578	46,683.00
6	23.0987	48,230.00
7	23.8511	49,801.00
8	24.3592	50,862.00
9	24.8678	51,924.00

Salary is calculated on 2,088 hours at hourly rates above.

CHAPTER 5 MONTESSORI TEACHING ASSISTANTS

ARTICLE 1 - CLASSIFICATION RIGHTS

Section A - Governance of Chapter 5

Because of the unique working conditions of Montessori Teaching Assistants, the provisions of this chapter will control over any other provision of this Agreement that is inconsistent or in conflict.

Section B - Mutual Concerns

Mutual concerns meetings will consist of the Teaching Assistants and the Principal. If a concern cannot be resolved with the principal, then the mutual concern will be addressed by the Association's Mutual **Concerns** Committee.

Section C - Luncheon Meetings

No more than four (4) business meetings of the Association will be held annually on days to be determined by discussions between the District representatives and the Association' Mutual Concerns Committee. Once a calendar has been tentatively agreed to between the District and the Kalamazoo Education Association (KEA), a draft copy will be provided to the KSP president and the KSP will then respond within two (2) weeks of having received said draft with tentative meeting dates for the unit, which meetings will not interfere with the Teaching Assistant's work or with District's operations.

ARTICLE 2 - MONTESSORI TEACHING ASSISTANT EMPLOYMENT

Section A - Initial Classifications

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

Section B - Probation Period

1. Upon initial employment, employees shall be designated as probationary employees for a period of three (3) calendar months. Such probationary period shall serve the purpose of determining the employee's work skills and habits. Probationary employees shall not be used as temporary employees. All newly hired probationary employees' names and dates of hire, address and phone numbers will be provided to the KSP Membership Chair and the KSP President within seven (7) days. Upon employment, each employee shall be given a copy of these Articles of Agreement, work rules, written notification of assignment, job description, fringe benefit package, notice of placement on the levels of classification chart, pay, hours and name of immediate administrator.

2. Probationary employees shall work the contracted work hours and be granted sick leave but shall receive no other contractual benefits or privileges and shall not have the right of arbitration of dismissal. Employees may upon request have union representation during disciplinary investigations, and the first available union representative who been designated by KSP, will be allowed to attend any disciplinary-related meeting.

3. A probationary employee who has successfully completed they/their probationary period shall be recommended to the Board for permanent appointment with full benefits. A probationary employee whose performance has been appraised as unsatisfactory shall be terminated prior to the complete of the employee's probationary period.

4. The probationary period of an employee may be extended for a period not to exceed an additional three (3) months provided the District has given notification of such desire to extend to the employee and to the Association.

5. Seniority shall commence upon date of original hire and shall accumulate only while an employee is an active employee in the bargaining unit.

Section C - Career Employment

1. Employees who successfully complete the probationary period shall be placed on career status.

2. Career employees returning to the bargaining unit after an absence from the bargaining unit shall be placed no lower than the same salary step they were on when they left provided that said absence is no longer than two (2) years.

3. Career employees transferred to a new assignment shall be evaluated for three (3) consecutive months.

Section D - Discipline: Just Cause and Due Process

1. No employee shall be disciplined or discharged without just cause or without due process. The term "discipline" as used in this Agreement includes verbal reprimand, suspension, and discharge, but not discharge of probationary employees. An employee will be provided notice of the complaint or concern and have an opportunity to be heard before any discipline is imposed. The specific grounds for disciplinary action, if any, will be presented to the employee and the Association within five (5) working days of the time the discipline is imposed.

2. Discipline investigation and imposition shall be conducted in private to the extent possible. No corrective or disciplinary meeting shall be held without the District first informing the bargaining unit member of her/his or her right to have an Association representative present.

3. The Association Representative (AR) may notify the Association President whenever a bargaining unit member is subjected to formal disciplinary action.

4. Written reprimands will be given in the form of a formal letter with the full signature of the administrator taking the action. The letter will be delivered only after a meeting has been held at which the employee has had an opportunity to be heard. A written reprimand must indicate that a copy has been forwarded to the employee's supervisor; a copy will be given to the employee and placed in the employee's personnel file.

5. Any complaint not called to the attention of the employee may not be used in any disciplinary action against the employee.

6. It is agreed and understood, that under normal circumstances, the following progressive system of discipline shall be followed in disciplining an employee:

   Step 1. Verbal Reprimand
   Step 2. Written Reprimand
   Step 3. Suspension without Pay (may also include additional written reprimand)
   Step 4. Dismissal

7. In the event of serious violations, the District may impose a penalty up to and including discharge as is reasonable under the circumstances without going through the progressive steps as set forth above.

Section E -Notification of Changes

The Association shall be notified within seven (7) business days of any new hires, transfers, leaves of absence and terminations.

Section F - Performance Evaluation

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

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

Section G - Montessori Training and Other Certification

If selected, the District will pay for the tuition, books, fees, and other required expenses to attend Montessori training. If the employee is a certified teacher, then the employee may interview with the District to be part of the Montessori teacher development program.

ARTICLE 3 - ASSIGNMENT AND TRANSFER

Section A - Assignments

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

Section B - Orientation

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

Section C - Transfer Rights and Substitutes

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

    a. Upon determination that a vacancy exists, the District shall post such vacancy within ten (10) calendar days and communicate the posting on the District's webpage. During the summer, notice of vacancy shall be sent to the president and to all employees who have requested placement on the Notification of Vacancies mailing list. Postings shall state a closing date for submitting applications for transfer. Such closing date shall be fourteen (14) days after publication of posting. Applications may be submitted electronically.

    b. All Applications will be done via Applitrack (or successor software application the District may adopt). After the posting is closed the District will send an email to the Association President identifying the bargaining unit candidates. The employee shall submit a duplicate form with the employee sending one copy to the Human Resources Department and one copy to the KSP president. Interviews shall be conducted by the Principal with all employees requesting transfer who meet the stated qualifications for a posted position.

    c. Where qualifications are relatively equal, positions will be awarded on the basis of seniority. No external applicant shall be awarded a vacancy when an internal qualified candidate exists. The award of the vacancy will depend on the Principal's determination.

2. After a vacancy is posted, it shall be filled within ten (10) days provided qualified bargaining unit members apply. If qualified bargaining unit members do not apply, such vacancies maybe staffed with a substitute or a temporary employee for a period not to exceed thirty (30) calendar days so the position may be reposted or so that applicants from outside the District may be secured and properly screened.

3. Substitute/Temporary Employees

    a. A substitute is defined as an individual who is filling an established unit position during a regular employee's leave. A temporary is defined as an individual who performs bargaining unit work on a short-term/as needed basis. Short-term shall be defined as a period no longer than seventy-five (75) workdays after which the position shall be posted. Neither a substitute nor a temporary shall ever be considered a bargaining unit member. Notwithstanding any other provision of this Agreement, the District continues to have the right to utilize outsourcing when, in the judgment of the District, such action is necessary. The District will provide the Association with a list of new temporary placements on or before the monthly mutual concerns meetings.

b. When an employee is assigned substitute work in a higher paying position for more than five (5) consecutive days or more than six (6) days within ten (10) consecutive workdays, the Board agrees to pay the substituting employee the position's range at that employee's step for the duration of the temporary assignment.

Section D - New Positions

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

Section E - Posting of Positions

All openings for Montessori Teaching Assistants will be posted. These postings will include the performance responsibilities and minimum qualifications for the position, based on the job description.

Section F - Interviews

Qualified candidates will be selected for site-based interviews by the building principal.

All decisions will be reviewed by Human Resources for compliance with applicable laws.

Section G - Selection of Candidates

Selection decision shall be administered in the following manner:

1. All new employees and employees transferring to another position shall be required to meet the stated qualifications for the positions to which they are assigned.

2. Once an employee has accepted a new position, reasonable efforts shall be made to release the employee from his or her former position within fifteen (15) workdays. Nevertheless, if such release is not made within fifteen (15) workdays, the employee shall be paid at the new rate of pay if it is higher than the employee's old rate of pay upon the fifteenth (15^{th}) workday following acceptance of the new position.

3. Applicants not selected shall, at their request, be told why they were unsuccessful in the bid for the position. Applicants who further desire written summary of the reason shall request such summary in writing.

4. Applicants not selected shall be notified as soon as possible and every effort will be made to provide written notification within three (3) workdays once selection is made.

5. Any bargaining unit employee seeking transfer from a Montessori Teaching Assistant position to a Paraprofessional or Office Professional position shall be considered an internal candidate according to Article III, Section F of each chapter respectively.

Section H - Involuntary Transfer Salary Hold Harmless

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

Section I - Involuntary Transfer

Involuntary transfers will be minimized and avoided whenever possible.

Section J - Transfer Request Consideration

In the event there are no bargaining unit members on layoff, all bargaining unit members requesting transfers, who are qualified and can perform the Montessori Teaching Assistant position in an efficient and effective manner, will be considered. If there are Montessori Teaching Assistant bargaining unit members on layoff status who meet the minimum qualification for an open position, they shall be interviewed.

Section K - Notification of Changes

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

ARTICLE 4 - LAYOFF AND RECALL

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

Section A - Conference

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

Section B - Seniority List

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

Section C - Bargaining Unit Seniority

KSP bargaining unit seniority shall be defined as the number of years, months and days served in the bargaining unit regardless of classification, and KSP classification of seniority shall be defined as the number of years, months and days served in a particular KSP classification. KSP seniority shall be residual and cumulative as long as service within the bargaining unit is unbroken. Layoff, leaves of absence, and service to the employer outside the bargaining unit shall not constitute a break in service.

Section D - Vacancies and Layoff

Layoff shall occur when all vacant positions have been filled and there are more members than positions. When this situation occurs, the least senior employee in a particular position will receive a layoff notice, provided the remaining employees are qualified and can perform the work in an efficient and effective manner.

Section E - Bumping Rights

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

1. First, by bumping the least senior person in the same classification who holds a position for which the laid off employee is qualified. Full-time employees who have classification split assignments are not to be excluded from bumping and will be included in the classification wherein the employee performs the greatest amount of work. If the employee performs an equal amount of work, the highest classification shall be used.

2. Second, if lack of qualification precludes bumping in accordance with (1) above, bumping shall proceed consistent with Section D, against the least senior employees by successive progression through the lowest classification/range for which the employee is qualified.

3. Third, if lack of qualification precludes any of the above, the employee shall be laid off and may apply for unemployment benefits pursuant to the rules of The Unemployment Insurance Agency.

Section F - Most Senior Employee

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

Section G - Reverse Order Recall

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

Section H - Unique Montessori Teaching Assistant Positions

The parties recognize Montessori Teaching Assistant positions are unique, and therefore are exempt from bumping by other KSP bargaining unit classifications.

Section I - Unemployment Reimbursement

In the event that a 10-month bargaining unit member is notified of layoff to be effective after the end of the current school year and such member is subsequently recalled on or before the start of the succeeding school year, the member shall reimburse the District the amount of unemployment compensation benefits paid to that member during the weeks of the intervening summer denial period. Reimbursement shall be accomplished through equal amounts of payroll deductions commencing with the first payroll after recall.

Such deductions shall return money to the District in the same manner as the unemployment compensation was received by the employee (*i.e.*, unemployment compensation received over twelve (12) weeks will be reimbursed to the District over twenty-four (24) weeks.)

ARTICLE 5 - JOB DESCRIPTIONS AND RESPONSIBILITIES

Section A - Job Description Required

The District will create a job description for the Montessori Teaching Assistant positions, a copy of which will be provided to KSP.

Section B - Clearly Stated Duties

Job descriptions shall clearly state the general duties of the position. If duties are significantly modified, the employee may address the issue during mutual concerns.

Section C - Written Notification of Changes

If duties are modified, the employees affected by change shall receive written notification of new responsibilities. Employee concerns about assigned duties may be referred to the Department of Human Resources for review. If duties are significantly modified, the employee may address the issue during **mutual concerns.**

Section D - Administration of Medication Procedures

Administration of Medication

1. For medications that need to be administered in school, there shall be a written District policy. The policy shall include administrative procedures. The District shall provide in-service training for employees who will be administering medications. The training shall be provided by the District, at its expense, and all training time shall be considered as work time.

2. Prior to any employee administering medication to students, written authorization as required by Board policy and Michigan law shall be received by the school and kept on file in the school office.

3. The parties agree that Michigan law currently provides that a school employee designated by the school administrator, who in good faith administers medication to a pupil in the presence of another adult or in an emergency that threatens the life or health of the pupil, pursuant to written permission of the pupil's parent or guardian, and in compliance with the instructions of a physician, physician's assistant, or certified nurse practitioner is not liable in a criminal action or for civil damages as a result of an act or omission in the administration of the medication, except for an act or omission amounting to gross negligence or willful and wanton misconduct. MCL 380.1178

ARTICLE 6 - MONTESSORI TEACHING ASSISTANTS WORK SCHEDULE

Section A - Montessori Teaching Assistants Work Schedule

See Appendix H

Section B - Duty Free Lunch Period

Montessori Teaching Assistants shall have a duty-free lunch period of thirty (30) minutes per day.

Section C - Salary

The annual salary for full-time Montessori Teaching Assistants, as specified in Article IX, is based on a 7.0 hour workday. The base workday will commence twenty (20) minutes before student instruction begins and dismissal at the end of the student day. Individual appointment notices shall specify position, range, and hours.

Montessori Teaching Assistants will only be required to work up to two (2) days before the student instructional calendar begins and one (1) day following the close of the student instructional calendar. Additional days worked shall be paid at the regular hourly rates of pay.

Section D - Wage Premiums

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

1. Any work performed between 5:00 p.m. and midnight will be paid at a shift premium rate of twenty-two ($0.22) cents per hour above straight time.

2. Any work performed between midnight and 6:30 a.m. will be paid at a premium rate of thirty-four ($0.34) cents per hour above straight time.

3. Any work performed in addition to 35 hours per week up to and including forty (40) hours per week shall be paid at the straight time rate except as qualified by (1) and (2).

4. Any work beyond forty (40) hours per week and any Saturday work shall be paid at the rate of time and a half. Sunday work shall be paid at double time.

5. Straight time hourly rate for a school year shall be calculated as follows: annual salary ÷ number of paid days ÷ 7.0 hours (or typical hours if different) = Straight Hourly Rate (See Article XI).

Section E - Extra Days Work

Pay for any work outside the scope of the 183 days calendar for the 2025-2026 school year shall be prorated in accordance with the formulation specified in Section D above.

ARTICLE 7 - FUNERAL POLICY

Section A - Immediate Family

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

Section B - Non-Immediate Family

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

Section C - Friend

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

Section D - Sick Leave Unavailable

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

ARTICLE 8 OTHER ABSENCES

Section A - Conditions of Leave

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

1. Employees on leave who wish to return to work shall request placement in writing. They/their will be interviewed for the first vacant position for which they/their is qualified. If employment is offered, they/their will be permitted to accept or reject the position without losing they/their leave of absence status. During the time the employee is on leave, they/their will be interviewed for each position for which they/their is qualified. A one (1) year extension of the leave may be requested.

2. The leave of absence shall not entitle the employee to pay increment or sick leave accrual during the time away from employment. The employee shall retain they/their pay status and sick leave credit accumulated until the time of expiration of re-employment privilege.

3. A leave of absence may be terminated at any time by mutual agreement between the employee on leave and the Superintendent. A leave of absence is automatically terminated when the employee accepts other full-time employment.

4. A leave of absence, not to exceed four (4) months, may be granted to an employee with the approval of the immediate administrator and the Assistant Superintendent of Human Resources to pursue work-related education. Upon return from such leave, the employee shall be returned to the same position.

Section B - Leave for Child's Academic Performance or Activity

Up to two (2) paid days per school year will be allowed for a unit employee to attend an academic activity or performance of they/their Pre K-Post Secondary child. After an employee exhausts the two (2) paid days, that employee will be excused up to an additional two (2) days, and the employee shall use available paid sick leave for these two additional days. Such leave may be taken in half-day or whole-day increments. A separate check-box or notation will be provided on the S-55 or appropriate form absence request form for members to invoke this leave.

ARTICLE 9 - COMPENSATION

Section A - Pay Schedule

The pay of employees covered by this Agreement is set forth in the Employees' Pay Schedule (see Article X).

Section B - Association Meetings with District

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

Section C - Personal Automobile Use

An employee required to use they/their automobile for official District business shall be reimbursed at the rate established by the Board and consistent with other employee groups. Such use shall be approved in advance by the immediate administrator.

Section D - Payroll Deduction for Savings

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

Section E - Damage to Personal Property

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

There shall be no reimbursement for loss of money or damage to the member's vehicle. Items such as clothing will be subject to normal depreciation when calculating and employee's loss. The district will reimburse the member up to an amount equal to the member's insurance which covers the loss; but in no cash shall such reimbursement exceed $500.00. There shall be no reimbursement for any loss or damage in cases where the member did not exercise reasonable care to secure and/or protect the personal property.

Section F - Two Percent of Salary

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

Section G - Overpayments and Underpayments

The employee has a responsibility to monitor his or her wages as paid by the district. If the employee believes there is a discrepancy, they have a responsibility to contact the District. Likewise, if the District believes an employee to be overpaid or underpaid the District shall make appropriate contact with the employee. The District will make corrections up to six (6) months of payroll from the date of discovery.

Section H - Death Benefit

The District shall pay to the employee or they/their beneficiary at the time of retirement or death, a sum equal to two (2) days' pay at current rate for each year of service.

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

Section I - Tuberculin Test

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

Employees will be required to submit evidence of payment.

Section J - Initial Placement

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

Section K - Step Advancement

Step advancements must be negotiated. If a step advancement has been bargained between the parties within the assigned classification, then the step advancement shall occur at the beginning of each fiscal year for each employee until the highest step is reached provided, however:

1. There has been no unsatisfactory evaluation by the immediate administrator during the current fiscal year.

2. An employee must have worked one-half (1/2) of a work year within the system to qualify for such a raise.

Section L - Prorated for Part Time

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

Section M - School Improvement Participation

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

Section N - Substituting for Classroom Teachers

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

ARTICLE 10 - Montessori Teaching Assistants SALARY SCHEDULES

2025-2026 – Reflects an increase of 2.29% from the 2024-25 schedule

STEP/ LEVEL	HOURLY RATE	ANNUAL SALARY
1	17.8241	23,207.00
2	18.1390	23,617.00
3	18.4531	24,026.00
4	18.7673	24,435.00
5	19.0822	24,845.00
6	19.3963	25,254.00
7	19.7120	25,665.00
8	20.0261	26,074.00
9	20.3402	26,483.00
10	20.6551	26,893.00
11	20.9693	27,302.00
12	21.2834	27,711.00
13	21.5991	28,122.00

*Assumes work hours of 8:30 until 4:00. Monday through Friday (with a 1/2 hr lunch) for 183 days (180 student days + 3 additional days)

CHAPTER 6 CAMPUS SAFETY OFFICERS

ARTICLE 1 - DEFINITIONS

Section A - Definitions

For the purposes of the recognition granted the Association and for purposes of this Agreement, the following definitions shall be applicable:

Full-Time Employee: A full-time employee is an employee who is working at least thirty (30) hours per week on a regular schedule in a position classified by the Employer as permanent.

Regular Part-Time Employee: A regular part-time employee is an employee who is working less than thirty (3) but at least fifteen (15) hours per week on a regular schedule in a position classified by the Employer as permanent.

Permanent Position: A permanent position is one anticipated by the Employer to last for a period of at least ninety (9) consecutive days.

Section B - Association Communications

The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards, at least one (1) of which shall be provided in each school building, where employees are assigned.

ARTICLE 2 - REPRESENTATION

Section A

The Employer agrees to recognize one (1) Association representative for each worksite who shall be selected or elected by the Association from employees covered by this Agreement who have seniority. It shall be the function of this individual to act in a representative capacity for the purpose of processing grievances in accordance with the Grievance Procedure established in this Agreement.

Section B

The Employee shall be informed in writing of the names of Association officers and the Employer will extend recognition to such individuals immediately upon receipt of this notice.

ARTICLE 3 - MUTUAL CONCERNS

Contract review conferences for important matters of mutual concern may be arranged by mutual agreement of the parties after school as needed. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. The Association may be represented at special conferences by the Association President and a MEA UniServ Director. If practicable, such conferences shall be scheduled within ten (10) days following the request for a conference. It is expressly understood that the purpose of such conferences shall not be to negotiate,

modify, or otherwise change the terms of this Agreement, no shall special conferences be used as a substitute for the grievance procedure. However, should the parties mutually agree to modify the agreement or resolve the grievances then they may do so in writing.

ARTICLE 4 - RULES AND REGULATIONS

The Employer has the right to establish rules and regulations consistent with the provisions of this Agreement. All new or revised rules and regulations shall be made available to the Association for inspection and review if such rules and regulations concern working conditions. If the Association believes that any rule or regulation that concerns working conditions is inconsistent with the terms of this Agreement, a grievance may be filed within five (5) working days after the establishment or revision so of such rules or regulation and thereafter considered in accordance with the grievance procedure. Any rule or regulation, or any revision of a rule or regulation that the Association does not grieve in accordance with the foregoing will be conclusively presumed not to be inconsistent with or in violation of any section of this Agreement.

ARTICLE 5 - DISCIPLINE PROCEDURES

The Employer agrees to notify an employee of the specific reasons for any discipline, which will not be based on reasons that are arbitrary or capricious. The Employer shall not discharge an employee without just cause. In instances where the Employer desires to conduct an investigatory interview with an employee, the employee shall be entitled upon request to have an Association representative present at the interview. The Employer shall allow an Association representation (Association Representative) to be present during the administration of discipline upon request of an employee, but shall not be required to withhold the administration of the discipline more than twenty-four (24) hours in instances where there is no Association representative readily available; provided, however, that the Employer shall not be prevented from administering immediate suspension or discharge by the unavailability of an Association representative.

ARTICLE 6 - PROBATIONARY PERIOD

All new employees shall be considered to be on probation and shall have no seniority for the first ninety (90) working days following their first day of work for the Employer, after which time the employee's seniority shall be retroactive to their last date of hire. The probationary period will be extended for any break in service, such as a medical leave of absence lasting longer than two (2) weeks. If the Employer wishes to extend the probationary period in the case of any employee whose performance has not been entirely satisfactory to the Employer, the Employer may extend the probationary period for a period not to exceed an additional three (3) working months with the prior written approval of the Association. Employees who have not completed their probationary period may be disciplined, laid off, recalled, terminated, or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance Procedure. The Association shall represent probationary employees for the purposes of collective bargaining as to all other conditions of employment set forth in this Agreement. There shall be no seniority among probationary employees.

ARTICLE 7 - SENIORITY (CHANGE TO SAME AS OTHER RIDERS)

KSP bargaining unit seniority shall be defined as the number of years, months and days served in the bargaining unit regardless of classification, and KSP classification of seniority shall be defined as the number of years, months and days served in a particular KSP classification. KSP seniority shall be residual and cumulative as long as service within the bargaining unit is unbroken. Layoff, leaves of absence, and service to the employer outside the bargaining unit shall not constitute a break in service.

ARTICLE 8 - SENIORITY LIST

The Employer shall keep a current seniority list showing each employee's seniority date, classification seniority date and department. A copy of the seniority list shall be provided to the Association on or about November 1 of each year and at such times as changes to the seniority list are made. The seniority list as provided to the Association shall be conclusively presumed accurate and the Employer shall be entitled to rely thereon unless any alleged error in the list is timely grieved in accordance with the grievance procedure.

ARTICLE 9 - SENIORITY WHILE ON LEAVE OF ABSENCE

Employees on Employer-approved leaves of absence shall continue to accrue seniority and classification seniority during the period of their leave of absence.

ARTICLE 10 - HOURS OF WORK

Section A

The work hours for all employees shall be determined by the Employer. Full-time employees shall regularly be scheduled to work eight (8) hours on days when school is in full session. Any work period or schedule of work shall not be construed as a guarantee of any number of hours of work or pay per day or per week. The Employer will advise employees of their work hours at least seven (7) days in advance.

Section B - Professional Development

The District will provide six (6) hours of professional development either through early release or on a no student day to be scheduled by the District. The Administration will consider the KSP recommendations regarding professional development topics.

Section C - Lunch Breaks

If CSO is unable to take an uninterrupted lunch break due to school building needs, then the CSO will be compensated for the ½ hour lunch break.

ARTICLE 11 - OVERTIME

All employees shall be expected to work overtime upon request. Overtime must be authorized in advance by the Chief of Security and/or a building principal. Overtime is based on hours actually worked in excess of four (4) hours worked in the designated workweek.

ARTICLE 12 WORKING CONDITIONS

Section A - Telephones

Telephone facilities shall be made available to employees for their use. Telephones provided by the District are designed for school use and such calls shall take precedence over personal calls. At no time may telephones be used in making long distance calls without the permission of the building principal. Use of any phone during normal work time shall be limited to emergencies and appropriate school-related matters.

Section B - Building Access

Campus safety officers who have questions about gaining access to locked rooms or areas should address their concerns to the building principal and to the head of school security.

Section C - Uniform Allowance

The District shall provide a $300 annual uniform allowance for approved and designated boots/shoes, pants, coats, and shirts from District approved and designated vendors.

Section D - Student Assault

If a CSO employee is assaulted by a student during the course of his or her employment, any resulting loss of work up to a maximum of seven (7) working days per incident shall not be deducted from the member's paid sick leave and shall instead be fully covered by the District.

Because a CSO's injury resulting from a student assault is regarded as a work-related injury, provided it occurs within the course of employment, and is subject to the Workers' Compensation Act, a CSO employee who is injured from a student assault shall consult and treat with the District's designated health care providers. If there are any questions, the CSO employee should contact the Human Resources Department.

ARTICLE 13 - EVALUATIONS

Section A - Evaluation of Officer

The evaluation of the work and performance of all officers is the right and responsibility of the Administration. Each officer shall be evaluated once every three years or more frequently if needed, by the Chief of Security. Employees may request coaching conferences by their peers.

Section B - Freedom of Information Act (FOIA)

The employee will promptly be advised by the District's Human Resources Department that the employee's evaluation(s) have been requested.

ARTICLE 14 - PROFESSIONAL BEHAVIOR

Section A - School Safety Legislation

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

ARTICLE 15 - PROTECTION OF EMPLOYEES

Section A - Corporal Punishment Guidelines

The District will adhere to all statutory responsibilities concerning corporal punishment and requirements under the Board's Seclusion and Restraint policies and administrative regulations.

Section B - Safety of Students

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

ARTICLE 16 - SCHOOL CLOSURE

Section A

Employees shall be paid for the first three (3) days of school closure due to Act of God.

In the event that the Employer determines to cancel school due to inclement weather or other circumstances, the following payment and reporting provisions shall apply:

1. School canceled prior to A.M. start. Employees are not to report to work. No payment will be made in these circumstances, beyond the first three (3) days of closure.

2. School dismissal after 7:00 A.M. but prior to 11:30 A.M. Employees will be released to go home fifteen (15) minutes after the students are dismissed. Employees will be paid for all hours actually worked or 50% of their regularly scheduled hours for that day, whichever is greater. This would not count toward the first three (3) days of closure as defined above, but any time not granted under this provision shall count towards the three (3) days of paid closure.

3. School dismissal after 11:30 A.M., but prior to normal end of school. Employees will be released to go home fifteen (15) minutes after the students are dismissed. Employees will be paid for all hours actually worked. Employees will be paid for the balance of the day under the three (3) days of paid closure.

ARTICLE 17 - LAYOFF AND RECALL

Section A - Definition of Layoff

A layoff shall be defined as a reduction in the number of personnel in the workforce.

Section B - Temporary Layoff

When the workforce is reduced due to conditions, which are anticipated to be of a temporary nature and it becomes necessary to lay off employees for a temporary period of time, employees shall be laid off by the particular classification affected and on the particular shift affected by the layoff without regard to seniority. An employee retained must have, in the Employer's sold judgement, the necessary skill, ability, experience, training, productivity, work performance, work record, and dependability to perform efficiently the remaining required work and satisfactorily meet the required hours in the remaining work schedule in a productive and efficient manner.

Section C - Indefinite Layoff

When the workforce is reduced due to conditions which are anticipated to be of an indefinite nature and it becomes necessary to lay off employees for an indefinite period of time, employees will be laid off in the particular classification affected by the layoff as follows: Probationary employees working the classification shall be laid off first. Any further reduction in classification on the shift shall be in inverse order of classification seniority in the classification affected, provided the senior employee is qualified to perform their assignment in an efficient and effective manner.

Section D - Recall

In the event of a recall from a temporary layoff or an indefinite layoff, employees laid off from a classification and shift shall be recalled in inverse order of layoff.

Section E - Recall Procedure

When employees are to be recalled from layoff, the following procedures shall be followed:

1. The Employer may attempt to telephone the employee first in an effort to give the employee notification of recall. If the employee could not be contacted by telephone, or if the Employer determines not to use telephone contact, the Employer shall attempt to give the employee notification of recall together with the required return to work date by certified mail, sent to the employee's last known address.

2. Employees have the obligation to advise the Employer of their intent to accept or decline the recall to work within seventy-two (72) hours of notification of recall by telephone of delivery of notice of recall by certified mail. Employees who decline recall shall be considered to have voluntarily quit. Employees who fail to respond within the seventy-two (72-hour period shall be considered to have voluntarily quit, unless the employee's failure to respond by the required date is for a reason that is satisfactory to the Employer.

3. Recalled employees are required to report for work on the required return to work date following notification of recall. Employees who fail to report for work by the required date shall be considered to have voluntarily quit, unless the employee's failure to report on the required date is for a satisfactory reason to the Employer.

ARTICLE 18 - PERMANENT VACANCIES

When a permanent job or vacancy occurs in a position previously held by a bargaining unit member, or a newly created position within the bargaining unit, notice of the job or vacancy shall be posted on the bulletin board in each building which bargaining unit personnel work for ten (10) working days. A copy of the vacancy notice shall also be sent to each bargaining unit member who is laid off and to the Association President. A permanent job or vacancy does not include vacancies caused by leaves of absence. The Employer, in its sole discretion, shall determine if a vacancy exists which is to be filled under this Section. Employees interested in the job posting may file a written application with the Employer by the deadline established in the posting.

The Employer shall give due consideration to all applicants for the permanent vacancy, before considering applicants from outside the bargaining unit. In considering an applicant's qualifications to perform the required work, the Employer shall consider the employee's ability, experience, training, productivity, seniority, work performance, work record and dependability. The applicant considered by the Employer in its sole discretion to be the best qualified shall be awarded the permanent vacancy; provided, however, that if the Employer determines that the qualifications of the applicants who meet the qualifications for the job or vacancy or equal, the applicant with the greatest seniority shall be awarded the position. If the employer determines that the employee is not successful in the new position within sixty (60) days, then the employee will be returned to they/their former position. The Employer reserves the right to determine that none of the applicants are qualified and leave the position open or seek further applicants.

ARTICLE 19 - PROMOTIONS, TRANSFERS AND DEMOTIONS

Section A - Permanent Transfer within a Classification or Permanent Transfer to a Lower-Rated Classification

Employees who wish to be considered for a possible permanent transfer to a different area or who wish to transfer to another job classification may submit a written application on the approved form. Such application will be kept on file and will be given consideration when a permanent transfer situation arises. It is understood that the question of whether a permanent job transfer shall be allowed is within the sole discretion of the Employer. In considering the possibility of a permanent job transfer and in evaluating employees who wish to be considered for possible permanent transfer, the Employer will take into consideration skill, ability, experience, training, productivity, work performance, work record and dependability to perform efficiently the required work and satisfactorily meet the required hours in the work schedule. Employees who are transferred under this Section or who receive a transfer to a higher-rated classification shall be disqualified from another transfer or advancement for a period of eighteen (18) calendar months, provided, however, the Employer in its discretion may waive this disqualification.

ARTICLE 20 - SICK LEAVE

Section A

Employees shall receive one hour of sick leave for every thirty (30) hours actually worked up to a maximum of seventy-two (72) hours. Sick leave shall be taken in four (4) hour increments. For newly hired employees, the employee is not eligible to use accrued paid sick leave until they complete their ninety-day (90) probationary period. If requested by the Employer to provide supporting documentation, an employee will have at least three (3) workdays to provide the requested documentation. Carry over accumulation from year to year shall be unlimited, but no payout at resignation or retirement.

The District shall comply with all provisions of the Michigan Earned Sick Time Act. The District may take adverse personnel action against an employee if the employee uses earned sick time for a purpose other than a purpose described in the Michigan Earned Sick Time Act.

Section B - Paid sick leave may be taken for the following reasons:

1. The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.

2. The employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the employee.

   (Employee's family member includes biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis; a biological parent, foster parent, stepparent, or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or an individual who stood in loco parentis when the employee was a minor child; an individual to whom the employee is legally married under the laws of any state or a domestic partner; grandparent; grandchild; a biological, foster, or adoptive sibling; an individual related by blood to the employee; an individual whose close association with the employee is the equivalent of a family relationship. When there are two individuals that live together for a number of years, they will be covered by the above definition of spouse.)

3. If the employee or the employee's family member is a victim of domestic violence or sexual assault; the medical care of psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

4. For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child.

5. For closure of the employee's primary workplace by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public emergency; when it has been determined

by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

ARTICLE 21 - LEAVES OF ABSENCE

Section A - FMLA

Eligible employees will be entitled to leave under the Family Medical Leave Act (FMLA). FMLA leave for a serious medical condition of the employee or employee's child, spouse, or parent, will run concurrently with any other leave covering the same circumstance.

Section B - Death in the Immediate Family

A total of paid three (3) days of absence will be allowed for each death in the immediate family to enable the employee to make arrangements for and attend the funeral when travel, distance or other circumstances warrant. Additional days of absence may be allowed but taken unpaid or using compensatory time at the employee's discretion. The immediate family is interpreted to include spouse, father, mother, sister, brother, son, daughter, foster child, stepchild, stepparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, great grandparents, grandchildren, and great grandchildren. When two (2) individuals have lived together for a number of years, they will covered by the above.

Section C - Military Leave

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

If National Guard or Reserve encampment of or a period of active service due to emergency situations should occur during the school year, the member required to participate shall be granted a temporary leave of absence for that purpose. If a member is called to active service in a National Guard unit or Reserve unit during the school year, they/their shall be compensated the difference between the reimbursement received from the United States Government reimbursement and they/their compensation, provided his/'her U.S. Government reimbursement is less than they/their compensation for a period not to exceed two (2) weeks per year.

Section D - Overpayments and Underpayments

The employee has a responsibility to monitor his or her wages as paid by the district. If the employee believes there is a discrepancy, they have a responsibility to contact the District. Likewise, if the District

believes an employee to be overpaid or underpaid the District shall make appropriate contact with the employee. The District will make corrections up to six (6) months of payroll from the date of discovery.

ARTICLE 22 - COMPENSATION

Section A - Wages

Employees shall be compensated on an hourly basis in accordance with the following schedule:

2025-2026 – Reflects an increase of 2.29% from the 2024-25 schedules.

SCR1		SCR2		SCR3		SCR4	
STEP/ LEVEL	HOURLY RATE	STEP/ LEVEL	HOURLY RATE	STEP/ LEVEL	HOURLY RATE	STEP/ LEVEL	HOURLY RATE
1	17.8300	1	18.2300	1	18.6000	1	19.4900
2	18.9700	2	19.8400	2	20.2000	2	20.4100
3	20.6800	3	20.9700	3	21.3900	3	22.0200
4	21.9300	4	22.3300	4	22.5400	4	23.0700

Section B - Two Percent of Salary

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

APPENDICES

APPENDIX A- EXPERIENCED DRIVER SUBSTITUTES

The Parties agree that the following will prevail with respect to "Experienced Substitutes":

A. **Assignment.**

1. Experienced Substitute (ES) drivers may continue to hold their bid routes, both noon and regular routes. ES's are required to hold a bid route.

2. A newly licensed trainee will be assigned to operate the ES's route. The ES will ride with the trainee as a mentor for a minimum of two (2) days for the AM and two (2) days for the PM.

3. If there are no trainees requiring a mentor, and no absences on other routes, an ES may be asked to ride as a monitor or aide on a route that needs additional help managing student behavior. The ES may be assigned other typical ES related work as needed by management (administrator or super-tech).

4. The ES will return to their own bid route upon completion of the assignment.

5. If an ES has not driven his or her route for a month, they should not be held responsible for route changes, written directions, emergency evacuations etc.

6. An ES will not permanently replace a regular bid driver.

7. In no way will an ES evaluate and/or report on the performance of another driver.

8. An ES shall maintain the right to bid on and accept field trips.

9. ES volunteers will commit to the assignment for the duration of the school year, August through June, but may withdraw for personal reasons.

10. Experienced Substitutes will not be allowed to bid on WoodsEdge routes.

B. **Selection.** Qualifications necessary for selection are:

1. Two (2) years seniority.

2. All experienced Substitutes must be able to drive all busses in the fleet.

3. An ES shall have, in the past, demonstrated good communication, judgment, problem solving, and administrative skills in difficult situations. This means excellence in managing students, keeping their route on time, keeping route copies up to date, and sharing information with principals, parents, and other transportation staff.

4. Shall be at two (2) or above on the No Fault Attendance Policy.

Experienced substitute positions shall be filled from the eligible volunteers, meeting the above criteria. Experienced substitute positions will be posted for five (5) days. Interviews will be conducted with all members applying for an experienced substitute position. The interview team will consist of the lead transportation administrator, dispatcher, and scheduler.

C. **Forfeiture of Position**. An ES shall maintain a two (2) or above status on the No Fault Attendance Policy. Failure to maintain this status shall result in forfeiture of the ES position.

APPENDIX B- DRIVER NO-FAULT ATTENDANCE POLICY

For Kalamazoo Public Schools Transportation Department

I. ABSENTEEISM (FULL DAY)

A. **Basic Policy**. The District will maintain records as to the number of absences accumulated by each employee. An employee will be charged with one (1) absence occurrence for each absence period of one (1) to two (2) consecutive scheduled workdays. Absence periods of more than two (2) days or separated by days when work is not scheduled shall be counted as separate absence occurrences. Tardiness of more than (1) hour or a period of leaving work causing absence in excess of two (2) hours shall count as a full day absence. (See Section II A).

Notwithstanding the foregoing, an employee whose period of absence exceeds the period limit outlined above will only be charged with one (1) absence occurrence if the employee submits a valid doctor's excuse stating the employee was unable to work for the entire period of the absence because of the specified illness or injury. To be valid, the doctor's slip must indicate that the employee was actually examined, evaluated, and treated by the doctor during the absence period, and state the diagnosis and basis for the excuse from work. The slip must be presented to the Transportation Department no later than the first day upon returning to work.

A new employee will begin their career with Kalamazoo Public Schools at a plus two (+2) in Absences and a plus two (+2) in tardies after they have become a licensed to drive school bus driver.

B. **Exceptions**. Absences for any one of the following reasons shall not be considered an absence:

1. Industrial injury certified as requiring time off by the District physician or District's statement that work is not available within the restrictions given by the District physician.
2. Personal days.
3. Jury duty or witness leave.
4. Military duty.
5. Official Union business, with prior written notification to the District.
6. Injury or illness requiring hospital confinement of the employee or following outpatient hospital surgery or medical procedures. A valid doctor's excuse stating that the employee was unable to return to work due to outpatient surgery, a medical procedure or was confined to the hospital must be provided to the Transportation Department no later than the first day upon returning to work.
7. Death in the immediate family for which bereavement pay applied.
8. Major winter storms when at least fifty percent (50%) of the employees on the shift are unable to report to work.

9. Court appearances as described in Article 13, Section 2.
10. The utilization of sick leave for a reason permitted under this Agreement, and that sick leave was allocated at the beginning of the school year in question. Utilization of accumulated sick leave from prior school years will be considered an absence.

Any employee who is absent for any one of these reasons, and desires that the absence not be considered as an absence occurrence, must advise the Transportation Department in writing of the reasons for the absence, as soon as possible, but in case later than the first day upon returning to work following such absence. The District retains the right to require proof, consistent with the Michigan Earned Stick Time Act. If the employee does not advise the District that the employee was absent for one of these reasons within that time, the employee's absence will be recorded as an absence occurrence.

C. **Procedure**. The following action shall be taken when an employee's absences reach the following pre-selected points:
1. When an employee accumulates two (1) absence occurrences and/or reaches minus one (-1), the employee shall be given a written "Warning".
3. When an employee accumulates two (2) absence occurrences, and/or reaches minus (-2), the employee shall be given one (1) day disciplinary lay-off.
4. When an employee accumulates four (4) absence occurrences and/or reaches minus four (-4), the employee shall be discharged or transferred to limited service status.

II. PARTIAL DAY ABSENCE; TARDINESS AND LEAVING WORK

A. **Basic Policy**. The District will maintain separate records as to the number of instances of tardiness and the number of instances of leaving work by each employee.

1. "**Tardiness**" is defined as arriving late for the scheduled workday up to one (1) hour after the employee's assigned report time. If an employee is tardy for any reason, the employee will be charged with one (1) tardy occurrence. Tardiness in excess of one (1) hour shall be counted as a full day absence. (All drivers who were charged with a tardy for arriving late at a scheduled stop will be made whole for any discipline associated with being late to a stop)
2. "**Leaving Work**" is defined as leaving work any time within the workday which results in a loss of up to two (2) hours of assigned work. If an employee leaves work for any reason, the employee will be charged with one (1) leave work occurrence. Leaving work causing a loss in excess of two (2) hours shall be counted as a full day absence. If the employee has not reported for their work assignment (am, pm, after school) the absence shall be counted as a full day absence.

B. **Exceptions.**
1. Industrial injury as certified by the District physician as requiring time off, or the District's statement that work is not available within the restrictions given by the District doctor.
2. Jury duty or witness leave.

3. Military duty.
4. Official Union business, with prior written notification to the District.
5. The utilization of sick leave for a reason permitted under this Agreement, and that sick leave was allocated at the beginning of the school year in question. Utilization of accumulated sick leave from prior school years will be considered an absence.

C. **Tardiness Procedure.** The following action shall be taken when an employee's tardiness occurrences reach the following pre-selected points. The first two (2) occurrences will be excluded from the computation. After this, the next two (2) will be counted as follows:

1. When an employee accumulates two (2) occurrences of tardiness and/or reaches minus two (-2), the employee shall be given a written "Caution".
2. When an employee accumulates three (3) occurrences of tardiness and/or reaches minus three (-3), the employee shall be given a written "Warning".
3. When an employee accumulates four (4) occurrences of tardiness and/or reaches minus four (-4), the employee shall be given a one (1) day disciplinary lay-off.
4. When an employee accumulates five (5) occurrences of tardiness and/or reaches minus five (-5), the employee shall be given a "Final Warning" and a one (1) day disciplinary lay-off.
5. When an employee accumulates six (6) occurrences of tardiness and/or reaches minus six (-6), the employee shall be discharged.

III. EARNED CREDITS

An employee may improve the employee attendance record through perfect attendance. Perfect attendance means not having any absence or tardiness occurrences as outlined above, and any of the absence or tardiness exceptions shall not be considered an absence for determining an employee's credit. For each calendar month attendance period during which an employee is scheduled to and expected to work at least fifteen (15) days during said month and the employee has perfect attendance in all categories, that employee will be given plus one (+1) in each category. That credit will be applied as of the first day of the month following the month in which it was earned to the employee's absence record.

Notwithstanding the above, when an employee has perfect attendance in all categories during the combined months of August and June, that employee will be given plus one (+1) in each category. That credit will be applied as of the first day of the month following the month in which it was earned to the employee's absence record.

The employee will be allowed to accumulate positive credits to a maximum of plus six (+6) at any one time for full day, plus five (+5) for tardiness.

IV. GENERAL RULES AND PROCEDURES

1. This rule operates independent of the benefit provisions of the parties' agreement concerning approval of absences or pay for absences as sick or other time. Qualification for pay or approval under such provisions does not affect the assignment of the absence

occurrence under this policy, except that the utilization of sick leave for a reason permitted under the Michigan Earned Sick Time Act, and that sick leave was allocated at the beginning of the school year in question, shall not count as an absence for purposes of the No-Fault Attendance Policy.

2. Any employee who must see a physician or dentist during working hours will not be charged with a Partial Day or Absence Occurrence, provided the employee notifies the Transportation Department one (1) week before the scheduled appointment, in writing, and it is established by the Transportation Department that it was impossible for the employee to get an appointment during non-working hours. Such notification must include the name and telephone number of the physician or dentist.

   The employee will present to the Transportation Department, upon their return from the appointment, written confirmation from the doctor's office of the time the appointment was scheduled and the time the appointment ended.

3. If an employee leaves early one day because of illness or non-industrial injury and then continues their absence the following day(s), continuously, the employee will be charged with occurrence(s) only under the Full Day absenteeism plan. In this application, the day of the Leave Early shall count as a day of absence under the Full Day policy.

4. Missing daily overtime previously agreed to or any extra assignments bid for or accepted, will be charged as a "Leave Early" or "Full Day Absence,"
   based upon the hours missed, unless permission has been granted in advance by the District to miss the assignment.

5. Each employee will have the opportunity once each calendar year to declare one (1) day of absence as an emergency which will be excluded from computation under the program, i.e., does not count as an absence and it does not prohibit the earning of a credit for perfect attendance.

   Claiming an emergency must be done no later than the first day upon returning to work after the emergency.

   If an employee has any additional emergency absences during the calendar year, they will be charged under the Absenteeism Program. The preceding rule will also apply to one (1) tardiness and one (1) leave work emergencies per calendar year.

   Emergencies may not be taken the day before or the day after holidays or school vacations unless there is, in the opinion of the Transportation Department, a proven, clear need for the emergency.

6. Nothing contained within this program shall relieve an employee from making proper application for leaves in cases where that is required and does not preclude the District from

taking appropriate action against employees who ignore their responsibilities under this portion of the agreement.

7. The definitions of partial day and full day absences are used only to govern the assessment of points under this system. An employee may be denied work for the remainder of a day even if the employee arrives within the "partial day" period if no work is available. For example, if a fill-in driver is assigned a route before the regular driver arrives, one (1) hour after expected, the regular driver would receive a partial day absence but may not be provided work for the remainder of the day.

V. CALL IN

The Attendance Control Policy does not relieve an employee from the requirement to inform the District of their absence.

Employees are responsible for notifying the District prior to the beginning of their work shift. When notifying the District, the employee should indicate the following information: name, expected return date, and name of person calling if other than the employee.

VI. Both parties recognize that there are bus drivers that have school or work commitments mid-day between their regular morning and afternoon runs. Although the work of the school bus driver must take precedence over other school or work commitments, on days that there are an adequate number of drivers available to cover early dismissal of school, the District will make every effort to cover the early dismissal for drivers with work or school commitments. Drivers with school or work commitments must notify the dispatcher, in writing, at the beginning of each semester of the nature and time of their school or work commitment. If the dispatcher is able to cover the early dismissal with other drivers, the absence will not be considered an absence under the No Fault Attendance Program. The driver will not be paid for the time they do not work.

It is further recognized that during the week of mandated MME testing and on District-wide half days, it will not be possible to cover early dismissal for any drivers.

VII. When a driver reaches +6 in the No Fault Attendance Program, the driver's pay will be increased by $2.00 per hour. If the driver drops below a +5, the hourly rate will be returned to the regular hourly rate.

VIII. Both parties recognize that there are times that a driver with an assigned noon run may need to be absent from their noon run due to illness, an appointment for a family member or other emergency.

Up to two times per year, a driver may miss their noon run, shuttles or other assignment between 9:00 a.m. and 2:00 p.m. due to illness, an appointment for a family member or other emergency provided that it is a regular workday (no half days or testing). The driver will not be charged with an absence occurrence provided that they have notified the dispatcher as soon as possible (for appointments, as soon as the appointment is scheduled) and for illness, no later than the end of the

morning run, that they will be absent for their noon run. The driver will not be paid for time not worked and will be expected to drive their morning, afternoon and after-school program runs.

No Fault Attendance Guide

The attached list is meant to clarify the absences where a point is given, when payment is received and when a credit is added for the month.

	Check	No Check
No-Fault	Received 1 Point for absences	Do not receive point for these these absences
Paid	Automatically paid day	Pay only if driver has available sick or personal days
No Credit	Receive no credit for the month	Gain credit for month

Reason	Fault	Paid	Type	Credit	TripIneligible
ALOA	☑	☑	Absence	☐	☐
AMLOA	☐	☑	Absence	☐	☐
Appointment	☑	☐	Absence	☑	☐
Bereavement	☐	☑	Absence	☐	☐
Bereavement (uncle,aunt,cousin)	☐	☐	Absence	☐	☐
Bereavement/Sick Time	☐	☐	Absence	☐	☐
Car Trouble	☑	☐	Absence	☑	☐
Child Care	☑	☐	Absence	☑	☐
Class	☐	☐	Absence	☑	☐
Class no ED	☐	☐	Absence	☑	☐
Court-Personal	☑	☐	Absence	☑	☐
Death not covered by Bereavement	☑	☐	Absence	☑	☐
Didn't finish RT	☑	☐	Absence	☑	☐
Didn't go to DOT	☑	☐	Absence	☑	☐
Didn't return from State Cert.	☑	☐	Absence	☑	☐
Disability	☐	☐	Absence	☐	☑
DOT	☐	☐	Absence	☐	☐
Dot Expired	☑	☐	Absence	☐	☐
DOT Physical	☐	☐	Absence	☐	☐
Dr. Appt no notice	☑	☐	Absence	☑	☐
Dr. Appt./ WC	☐	☐	Absence	☐	☐
Dr. Appt.w/notice	☐	☐	Absence	☑	☐
Emergency	☑	☐	Absence	☑	☐
Emergency	☑	☐	Leave Early	☐	☐
Emergency	☑	☐	Tardy	☐	☐
Emergency Absence	☑	☐	Emergency Absence	☐	☐
Emergency Tardy	☑	☐	Emergency Tardy	☐	☐
Exams	☑	☐	Absence	☑	☐
Failed DOT	☑	☐	Absence	☑	☐
Failed DOT/FMLA	☐	☐	Absence	☐	☐
Failed DOT/Riding	☐	☐	Absence	☑	☐
Family Emegency	☑	☐	Absence	☑	☐
Family member sick	☑	☐	Absence	☑	☐
Field Trip	☐	☑	Field Trip	☐	☐

FMLA	☐	☐	Absence	☐	☑
FMLA EXTRA	☐	☐	Absence	☐	☑
FMLA/STD	☐	☐	Absence	☐	☑
Free Noon per Contract	☐	☐	Absence	☐	☐
Hospital/Surgery	☐	☐	Absence	☐	☐
Industrial Injury	☐	☐	Absence	☐	☐
Jury Duty/Witness Leave	☐	☐	Absence	☐	☐
Just because	☑	☐	Absence	☑	☐
LE more than 2 hrs	☑	☐	Absence	☑	☐
Leave Early	☑	☐	Emergency Leave Early	☐	☐
Leave Early	☑	☐	Leave Early	☑	☐
Left in middle of run/Quit	☑	☐	Absence	☑	☐
LOA	☑	☐	Absence	☑	☐
Major Winter Storm	☐	☑	Absence	☐	☐
Maternity Leave	☑	☐	Absence	☑	☑
Medical Confinement	☐	☐	Absence	☐	☑
Medical Confinement after Surgery	☐	☐	Absence	☐	☑
Medical Leave	☑	☐	Absence	☑	☑
Medical Procedure	☐	☐	Absence	☐	☐
Military Duty	☐	☐	Absence	☐	☐
Missed DOT	☑	☐	Absence	☑	☐
Missed F. Trip	☑	☐	Absence	☑	☐
No Call No Show	☑	☐	Absence	☑	☐
No DOT Card	☑	☐	Absence	☑	☐
No License	☑	☐	Absence	☑	☐
No Show	☑	☐	Absence	☑	☐
No Show for ED	☑	☐	Absence	☑	☐
No Show for Noon	☑	☐	Absence	☑	☐
Not coming in	☑	☐	Absence	☑	☐
Off	☑	☐	Absence	☑	☐
Off per Office	☐	☑	Absence	☐	☐
Off w/ Dr. Note-WC	☐	☐	Absence	☐	☐
Off W/Dr. note	☑	☐	Absence	☑	☐

Official Union Business-during Offical Work hrs	☐	☐	Absence	☐	☐
Out of Town	☑	☐	Absence	☑	☐
Overslept	☑	☐	Absence	☑	☐
Overslept/didn't come in	☑	☐	Absence	☑	☐
Pending FMLA	☐	☐	Absence	☐	☐
Personal	☑	☐	Absence	☑	☐
Personal Business Day	☐	☑	Absence	☐	☐
Pre-employment	☐	☐	Absence	☑	☐
PT	☐	☐	Absence	☐	☐
PT/Worker' Comp	☐	☐	Absence	☐	☐
Random	☐	☐	Absence	☑	☐
Recovery	☐	☐	Absence	☐	☐
Sent Home/Discipline	☑	☐	Absence	☑	☐
Sent Home/Refused to drive	☑	☐	Absence	☑	☐
Sick	☑	☐	Absence	☑	☐
Sick	☑	☐	Free Day	☐	☐
Sick w/Dr.Note-FMLA	☐	☐	Absence	☐	☐
sick/with Dr.'s note	☑	☐	Absence	☑	☐
Sick-FMLA	☐	☐	Absence	☐	☐
State Cert. card expired	☐	☐	Absence	☑	☐
STD	☐	☐	Absence	☐	☐
Suspension	☐	☐	Absence	☐	☑
Tardy	☑	☐	Tardy	☑	☐
Tardy more than 1 hr late	☑	☐	Absence	☑	☐
Training	☐	☐	Absence	☐	☐
Turned down awarded FT	☑	☐	Absence	☑	☐
Waiting results of Drug test	☐	☐	Absence	☐	☐
Went home	☑	☐	Absence	☑	☐
Workers Comp/LD	☐	☐	Absence	☐	☐
Workmans Comp	☐	☐	Absence	☐	☐
Workmans Comp Adjustment-Sick time	☐	☐	Absence	☐	☐
Workmans Comp/Not here	☐	☐	Absence	☐	☐

APPENDIX C- REPORTABLE CRIMES LIST

(a) Any Felony

(b) Any of the following misdemeanors:

(i) Criminal sexual conduct in the fourth degree of an attempt to commit criminal sexual conduct in the fourth degree;
(ii) Child abuse in the third or fourth degree or an attempt to commit child abuse in the third or fourth degree;
(iii) A misdemeanor involving cruelty, torture or indecent exposure involving a child;
(iv) A misdemeanor involving delivery or distribution to minors/students near school property of marijuana in violation of MCL 333.7410;
(v) Breaking and entering, or entering without breaking; buildings, tents, boats, railroad cars; entering public buildings when expressly denied in violation of MCL 750.115;
(vi) Consumption or possession of alcohol by minors or controlled substances at social gatherings in violation of MCL 750.141a;
(vii) Indecent exposure in violation of CL 750.335a;
(ix) Removal or damage of fixture, attachment or other property belonging to, connected with, or used in construction of vacant building or structure in violation of MCL 750.359;
(x) Assault and/or assault and battery; domestic assault in violation of MCL 750.81;
(xi) Assault and infliction of serious injury in violation of MCL 750.81a;
(xii) Internet use for the purpose of committing crime against a minor in violation of MCL 750.145d;
(xiii) Selling or furnishing alcoholic liquor to a person less than 21 years of age in violation of MCL 436.1701
(xiv) Any misdemeanor that is a listed offense. (Listed offense means that term as defined in section 2 of the sex offenders registration act MCL 761.1).

(c) A violation of a substantially similar law of another state, of a political subdivision of this state of another state, or of the United States.

APPENDIX D- ARRAIGNMENT DISCLOSURE FORM

Arraignment Disclosure Form

A copy of this form must be provided to the employing school district, intermediate school district, public school academy, or non-public school and the Michigan Department of Education, Office of Educator Excellence within three (3) business days of arraignment.

Name (please print)_ Date of Birth _

Address_ City

State_ Zip Code_

School Name_

School District _

Position

Date of Arraignment _

Pursuant to Public Act 131 of 2005, I, hereby disclose that I was arraigned on the aforementioned date for the criminal offense of_ _in the District/Circuit Court (identify which court)_ , in the State of_ , County of _

In signing this form, I acknowledge that I understand that should I be convicted of or pled guilty or nolo contendere (no contest) or is the subject of finding of guilt by a judge or jury, it is my responsibility to disclose to the court that I am employed by a school, public or non-public. I also understand that if I am subsequently not convicted of any crime after the completion of judicial proceedings resulting from that charge, I must request, in writing, that the Michigan Department of Education and the employing school/district delete the report from my records.

Signature_ Date _

Mail or Fax form to:

Director
Michigan Department of Education
Office of Educator Excellence
P.O. Box 30008
Lansing, MI 48909
517-241-1670 Fax Number

APPENDIX E- LOA #1
LETTER OF AGREEMENT #1

Between the
KALAMAZOO SUPPORT PROFESSIONALS ASSOCIATION
and the
KALAMAZOO PUBLIC SCHOOLS

RE: SUBSTITUTES

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

1. Both of the above-named parties recognize that from time to time there may be a need to secure substitutes when members of the bargaining unit are absent.

2. Often, it is in the best interest of the District, the Association, and students to secure substitutes when bargaining unit members are absent.

3. Therefore, the Kalamazoo Public School District shall make every effort to secure a sufficient pool of qualified substitutes for both office employees and paraprofessional positions, in the event of their absence.

KALAMAZOO SUPPORT PROFESSIONALS ASSOCIATION

KALAMAZOO PUBLIC SCHOOLS

APPENDIX F- LOA #2
LETTER OF AGREEMENT #2

Between the

KALAMAZOO SUPPORT PROFESSIONALS ASSOCIATION

and the

KALAMAZOO PUBLIC SCHOOLS

RE: SUBCONTRACTING

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

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

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

KALAMAZOO SUPPORT SCHOOLS PROFESSIONALS ASSOCIATION

KALAMAZOO PUBLIC

APPENDIX G - LOA #3
LETTER OF AGREEMENT #3

Between the

KALAMAZOO SUPPORT PROFESSIONALS ASSOCIATION

and the

KALAMAZOO PUBLIC SCHOOLS

RE: Section 127 Plan

The Kalamazoo Support Professionals and the Kalamazoo Public Schools agree as follows:

The parties agree to the District offering the attached 27k program for tuition reimbursement that may qualify the eligible employee to treat the reimbursement as tax exempt pursuant to IRS rules and regulations.

Kalamazoo Support Professionals	Kalamazoo Public Schools
By: /s/ *Joanna Miller*	By: /s/ *Laura Kayser*
Joanna Miller	Laura Kayser
Dated: 8/9/24	Dated: 8/9/24

APPENDIX H - Paraprofessionals and Montessori Teaching Assistants Work Schedule for 2025-2026

	# Work Days	Holidays	Non-Work Days
August	5		8/29/25
September	21	Labor Day	9/1/25
October	23		
November	17	Thanksgiving 11/27/25	11/26/25 (no students) 11/28/24
December	15		Winter Recess 12/22/25 - 1/2/26
January	19		01/23/26 (no students)
February	20		Mid Winter Break 2/27/26 (paid day)
March	18		3/20/26 (no students, all grades) 3/27/26 (no students, all grades)
April	19		Spring Break 3/30/26 - 4/3/26
May	20	Memorial Day 5/25/26	
June	6		
Total Work Days	183 +3 Holidays	TOTAL PAID DAYS	**186**
1st day of work: Last day of work:	08/22/25 (Friday) 06/08/26 (Monday)		

Paraprofessionals work full 7 hour days - even when there are half or full days with no students Unless noted as a non work day above for a total of 1,302 hours per contract year

Appendix I - 10-Month Office Employees (includes Library Assistants) Work Schedule for 2025-2026

	Work Days	Holidays	Non-Work Days
August	15		
September	21	Labor Day 9/1/2025	
October	23		
		11/27/25 & 11/28/25	November 18 Thanksgiving & Friday 11/26/25 (Paid Day figured into contractual salary - Conference comp - non work day, all 10-month building office employees that work conferences; those that don't work conferences get pay docked)
December	15	Christmas Day 12/25/25	Winter Recess 12/22/20 - 1/2/26
January	20	New Year's 1/1/26	
February	20		Mid Winter Break 2/27/26 (paid day)
March	19	Spring Friday 3/27/25	Spring Recess 3/30/26 - 4/3/26
April	19		
May	20	Memorial Day 5/25/26	
June	10		

Total Work Days 200 work days + 7 Holidays TOTAL PAID DAYS **207**

1st day of work – 08/11/25 (Monday)

Last day of work – 06/12/26 (Friday)

If you are required to work spring conferences, you should receive compensatory time or complete a timesheet to be paid with approval from your administrator

Appendix J - 12-Month Employees Work Schedule for 2025-2026

	Work Days	Holidays
July	22	Independence Day (07/04/25)
August	21	
September	21	Labor Day (09/01/25)
October	23	
November	18	Thanksgiving & Friday after (11/27/25 & 11/28/25)
December	19	Christmas - End of Year Holiday Schedule (12/24/25, 12/25/25, 12/26/25)
January	20	New Years - End of Year Holiday Schedule (12/31/25, 01/01/26, 01/02/26)
February	20	Mid Winter Break (2/27/26)
March	21	Spring Friday (03/27/26)
April	22	
May	20	Memorial Day (05/25/26)
June	21	Juneteenth (06/19/26)
Total Work Days	248 days	+ 13 Holidays

TOTAL PAID DAYS **261**

APPENDIX K

Association Release Time Form

KALAMAZOO SUPPORT PROFESSIONALS ASSOCIATION REQUEST
FOR RELEASED TIME FOR ASSOCIATION BUSINESS

NAME_ DATE _

SCHOOL _

Date(s) of Absence_ Full Day_ Half Day _

Substitute Needed YES NO _

Signed _

Approved _

KSP President

APPENDIX L

GRIEVANCE REPORT FORM

KALAMAZOO PUBLIC SCHOOLS

KALAMAZOO SUPPORT PROFESSIONALS ASSOCIATION

GRIEVANCE REPORT

Grievance #	Date Filed	Name of Grievant
Building		Assignment

STEP I

A. Date Cause of Grievance Occurred _

B. Date of Informal Conference _

C. Statement of Grievance

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

E. Relief Sought

Signature of Grievant(s)_____Date_____

E. Disposition of Immediate Administrator

Signature of Immediate Administrator_____Date_____

F. Position of Grievant(s)

Signature_____Date_____

G. Position of Association

Signature_____Date_____

STEP II

A. Date Received Assistant Superintendent for Human Resources _

B. Disposition of Contract Assistant Superintendent for Human Resources

Signature of Assistant Superintendent for Human Resources
_____ Date_____

C. Position of Grievant(s)

Signature of Grievant_____Date_____

D. Position of Association

Signature_____Date_____

STEP III

A. Date Received by Superintendent _____

B. Disposition by the Board Personnel Committee

Signature of Superintendent or Designee_____Date_____

C. Position of Grievant(s)

Signature_____Date_____

D. Position of Association

Signature_____Date_____

STEP IV

A. Date Submitted to Arbitration _

B. Party Submitting Dispute to Arbitration _

C. Date of Arbitration _

D. Disposition and Award of Arbitrator

Signature of Arbitrator_____Date_____

Follow-up Actions:

APPENDIX M

SICK LEAVE BANK FORMS

KALAMAZOO PUBLIC SCHOOLS
Sick Leave Bank Use Request and Voluntary Donation to Sick Leave Bank forms
This form must be submitted to the KSP President and Kelly Davis for approval.

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

Voluntary Donation to Sick Leave Bank	
Name:	
Building:	
☐ I hereby donate the balance of my remaining accrued sick leave effective one (1) day prior to my retirement to the KSP sick bank.	
☐ I hereby donate_____hours of sick leave currently in my sick leave bank to the KSP Sick Leave Bank.	
Signature:	**Date:**