

**AGREEMENT**

**between**

**SCHOOL DISTRICT OF THE CITY OF KALAMAZOO**

**and**

**INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE**

**AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA**

**AND ITS TECHNICAL OFFICE AND**

**PROFESSIONAL LOCAL 2150, UNITS I AND II**

**July 1, 2012 to June 30, 2013**

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**ARTICLE I**  
**AGREEMENT**

This Agreement is made by and between the School District of the City of Kalamazoo, hereinafter referred to as the "Employer" or the "School District", and the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America and its Technical, Office and Professional Local 2150 (Kalamazoo Administrative Units I and II), hereinafter referred to as the "Union."

**ARTICLE II**  
**RECOGNITION**

**Section A**

Pursuant to and in accordance with Sections 26 and 27 of the Act No. 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment for all employees within the bargaining unit as certified by Case No. R 80 C-146 of the State of Michigan, Department of Labor, Employment Relations Commission.

**UNIT I**

All Elementary Principals, Secondary Principals, Coordinators, Auditors, Administrator of Data Base Operations, Administrator—Testing, Accountants, Building Services Administrator, and Purchasing Agent. Excluding Superintendents, Assistant Superintendents, Executive Directors, Assistant Executive Directors, Directors, Assistant Directors, Business Managers, Assistant Business Managers, and all other employees.

**UNIT II**

All Elementary Assistant Principals, Secondary Assistant Principals, Athletic Directors, and Consultants. Excluding Superintendents, Assistant Superintendents, Executive Directors, Assistant Executive Directors, Directors, Assistant Directors, Business Managers, Assistant Business Managers, and all other employees.

Title of Administrative positions will not be changed in a manner which will confuse such title with those already designated positions in other KPS unions.

**Section B**

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

**Section C**

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

**Section D**

This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to or inconsistent with its terms.

**Section E**

Copies of this Agreement shall be printed by KPS within thirty (30) days after this Agreement is signed and presented to all administrators now employed, or hereafter employed. All members shall be given an electronic copy of the Agreement and additional 25 copies will be provided to the Union for its use. The costs for said copies shall be paid for by the School District with the understanding that the costs will constitute a savings or at least be competitive with KRESA.

**ARTICLE III**

**NON-DISCRIMINATION AND FAIR EMPLOYMENT PRACTICES**

**Section A**

The Employer and the Union recognize their respective responsibilities and federal, state, and local laws relating to fair employment practices.

**Section B**

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or disability. Membership in the Union shall not be denied to any Administrator because of race, creed, religion, color, national origin, age, sex, marital status, or disability.

**Section C**

The District and the Union jointly agree that all parties to this Agreement will not discriminate against, restrain or coerce any employee because of, or with respect to, any lawful Union activity or the employee's membership or non-membership in the Union.

**ARTICLE IV**  
**UNION SECURITY**

**Section A: Union Membership**

1. As a condition of employment, all administrators covered by this Agreement and administrators hired, rehired, reinstated, or transferred into the Bargaining Unit shall tender the initiation fee and become members of the Union or shall pay service fees in an amount equal to dues uniformly required for membership (as set forth in the Constitution of the International Union) on or before thirty (30) calendar days after the effective date of this Agreement or their date of employment, or transfer into the Bargaining Unit, whichever is later; and shall continue such membership, or pay such service fees as a condition of continued employment. Prior to finalizing negotiations with a successor external candidate, and/or rehiring, reinstating or transferring an administrator, the District will inform the UAW President or his/her designee of the parameters of the offer being made and the factors being considered. This will normally occur during the monthly meetings with the Union. Human Resources will also generate a notice to the Financial Secretary of the Union telling who the new member is.
  
2. In lieu of the above obligation, any administrator who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations may elect to pay sums equal to the Union's dues and initiation fees to a non-religious, non-labor organization charitable fund exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code, chosen from a list of three (3) such funds designated in Article IV, Section F, of the Contract. The administrator must provide the Union with at least an annual proof of such payment in the form of a cancelled check for the yearly amount or other proof acceptable to the Union.

If such administrator who holds conscientious objections pursuant to this subsection requests the Union to use the grievance-arbitration procedure on the administrator's behalf, the Union is authorized to charge the administrator for the reasonable cost of using such procedure.

**Section B: Check-Off\***

1. During the life of this Agreement and in accordance with the terms of the Authorization Form shared with the District during previous negotiations and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct the Union membership dues levied in accordance with the Constitution of the International Union, or a service fee equal to the amount of Union dues, from the pay of each administrator who, as of the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, has a currently executed Authorization Form agreed to by the Union and the

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\* Section B. relating to the deduction of Union Dues will continue unless Public Act 53 is found legally valid.



Employer on file with the Employer. The Union's Financial Officer shall submit to the Employer's Payroll Department written certification for the amount of dues/service fees to be deducted pursuant to the provisions of this Article.

2. Administrators may have monthly membership dues, or service fees deducted from their earnings by signing the Authorization Form, or they may pay dues or fees directly to the Union.
3. A properly executed copy of such Authorization Form for each administrator for whom the Union membership dues or service fees are to be deducted hereunder shall be delivered, by the Union, to the Employer before any payroll deductions shall be made. Deductions shall be made thereafter only under the Authorization Forms which have been properly executed and are in effect. Any Authorization Form which is incomplete or in error will be returned to the Union's Financial Officer by the Employer.
4. Check-off deductions under all properly executed Authorization Forms shall become effective at the time the application is returned to the Employer and if received on or before the fifteenth (15th) day of the month, preceding the month in which a deduction is to be made, shall be deducted from the first (1st) part of such month, and monthly thereafter.
5. In the cases where a deduction is made that duplicates a payment that an administrator already has made to the Union, or where a deduction is not in conformity with the provisions of the Constitution of the International Union, refunds to the administrator will be made by the Union.
6. All sums deducted by the Employer shall be remitted to the Union's Financial Officer once each month within ten (10) calendar days following the payday in which deductions were made together with a list which identifies current administrators for whom Union dues or service fees have been deducted, the amount deducted from the pay of each administrator, and any administrators who have terminated their Check-off Authorization during the previous month. Administrators may terminate such Check-off only in accordance with the terms and conditions set forth in the Authorization Form agreed to by the Union and the Employer.
7. The Employer shall not be liable to the Union by reason of the requirement of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by administrators.

### **Section C: Failure to Comply**

1. An administrator in the Bargaining Unit who fails to tender to the Union either periodic and uniformly required Union dues, or in the alternative, service fees in an amount equal to these dues as set forth in the Constitution of the International Union, shall be terminated by the Employer, provided the following stipulations are adhered to:
  - a. The Union shall notify the administrator by certified or registered mail explaining that he or she is delinquent in tendering required Union dues or service fees,

specifying the current amount of the delinquency, the period of delinquency and warning the administrator that unless the delinquent dues or service fees are tendered within thirty (30) calendar days of such notice, the administrator shall be reported to the School District for termination as provided for in this Article.

- b. The Union shall give a copy of the letter sent to the administrator and the following written notice to the Executive Director of Human Resources or designee at the end of the thirty (30) day period set forth in Section (a) above:

The Union certifies that (name) has failed to tender either the periodic and uniformly required Union dues or service fees required as a condition of continued employment under the Collective Bargaining Agreement and demands that, under the terms of this Agreement, the School District terminate this administrator. A copy of such notice shall, at the same time, be given by the Union to the administrator.

2. Upon receipt of such notice, the Assistant Superintendent of Human Resources, or a designee, shall communicate the Union's request for termination to the administrator and advise such administrator that administrator must pay all back dues or service fees owed the Union, within ten (10) calendar days of receipt of such notice to the Employer (unless otherwise extended by the Union and the Employer), or the administrator shall be terminated.

#### **Section D: Save Harmless**

The Union shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

#### **Section E: Disputes**

Any dispute arising out of the application of this Article shall be subject to the Grievance Procedure, starting at Step III.

#### **Section F**

Pursuant to the Agreement between the parties as enumerated in Article IV, Section A, the parties have agreed to designate the following charitable funds which may be utilized by an administrator if the administrator qualifies pursuant to the aforementioned provision:

1. American Cancer Society
2. Michigan Heart Association
3. Muscular Dystrophy Association
4. United Way

**ARTICLE V**  
**BOARD AUTHORITY**

**Section A**

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

**Section B: Administrator Evaluation**

The Union supports evaluation of administrator performance for the purpose of professional growth and the improvement of performance.

An administrator subject to formal evaluation ("administrator") shall be given a copy of the evaluation form at the beginning of the evaluation process as part of a conference with the evaluating administrator ("evaluator").

1. The formal evaluation process shall at minimum consist of:
  - a. An initial conference between the administrator and evaluator for the purpose of establishing management goals and objectives;
  - b. A second mid-year conference held at a date and time to be mutually agreed by evaluator and administrator but not later than February 1st. If an administrator is rated unsatisfactory in the mid-year conference, written suggestions for improvement shall be provided by the evaluator and a plan for improvement shall be developed by the evaluator following consultation with the administrator.
  - c. A conference at the time the final evaluation form is delivered to the administrator by the evaluator. Unless otherwise agreed by the parties, the final conference will be completed no later than May 1st. Typically, the final conference shall be not less than 30 calendar days from the date of the mid-year conference.

The parties recognize that many factors affect the timing of the conferences, including the absences and availability of the evaluator and administrator.

2. If an administrator is rated ineffective or minimally effective in the final evaluation, written suggestions for improvement shall be provided by the evaluator and if continued employment is recommended, a plan for improvement shall be developed by the evaluator following consultation with the administrator.
3. At any time, the administrator may request a meeting with the Assistant Superintendent of Human Resources to discuss the evaluation process, and/or seek assistance for the purpose of professional growth and the improvement of performance.

The evaluator and administrator shall incorporate the District's Strategic Plan goals in each evaluation process. The evaluation tool developed and implemented by the District shall meet all requirements as outlined in Section 1249 of the Michigan Revised School Code, MCL 380.1249 and other relevant legislation.

## **ARTICLE VI**

### **GRIEVANCE PROCEDURE/BINDING ARBITRATION**

#### **Section A**

A grievance shall mean a complaint by an administrator, group of administrators, or the Union alleging that there has been a violation or misapplication of a provision of this Agreement. The parties have agreed to develop a new grievance form.

#### **Section B: Procedure**

1. **Step 1:** An administrator and a member of the local union bargaining committee shall first discuss the grievance with the immediate Director or Assistant Superintendent, whichever is appropriate, within five (5) working days of the cause of, or receipt of written notification of said alleged grievance.

Following such discussion, a brief memorandum shall be written and signed by both parties, provided such grievance has been resolved.

2. **Step 2:** If the grievance is not resolved at the discussion level, and the administrator believes that a grievance still exists, the issue shall be reduced to written grievance and presented to the aforementioned Director or Assistant Superintendent. A meeting shall be arranged within five (5) working days and the Director or Assistant Superintendent shall meet with the administrator and a member of the local union bargaining committee on the grievance. The Director or Assistant Superintendent shall give an answer in writing to the local Union within five (5) working days.
3. **Step 3:** If the grievance is not settled as in (2) above, a meeting with the Assistant Superintendent, representative from Human Resources, and the administrator and a member of the local union bargaining committee shall be held. Such meeting shall be arranged within five (5) working days following the response or when the response was due in (2) above. The Assistant Superintendent shall give an answer in writing to the Local Union within five (5) working days.
4. **Step 4:** If the grievance is not settled as in (3) above, a meeting with representatives of the Superintendent's Office, the Union's bargaining committee, and the International Union shall be held. Such meeting will be held at a mutually agreed time within a twenty (20) day period. The local Union shall be given a written response to the grievance within ten (10) working days of the meeting and a copy shall be mailed to the UAW regional office.

5. Step 5: If the answer to a grievance pursuant to the meeting in Step 4 above is unsatisfactory, the Union shall notify the Employer in writing and notify the American Arbitration Association (AAA) in writing within twenty (20) days of receipt of such answer that it desires to take the grievance to arbitration.

If the Union gives notice of such desire to arbitrate, the parties shall jointly request the services of the American Arbitration Association in the event the parties do not mutually agree on the arbitrator or another selection process.

The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceedings except as otherwise provided herein.

The arbitrator shall render the award, which shall include a written opinion, not later than thirty (30) days after the date on which the hearings are concluded, or if oral hearings are waived, then from the date of transmitting the final statements and proofs to the arbitrator.

The award of the arbitrator shall be accepted as final and binding on the Union, its members, the administrator or administrators involved, and the Employer. There shall be no appeal from an arbitrator's decision if said decision is within the scope of the arbitrator's authority as described below.

The fees and expenses of the arbitrator shall be jointly paid by the Employer and the Union. All other fees and expenses, including administrative fees, shall be assessed according to the voluntary labor arbitration rules of the American Arbitration Association. Appropriate Union officials and all Union witnesses will be released on employer time with pay to attend the arbitration.

The arbitrator shall have no authority to add to, subtract from, disregard or modify any of the terms of this Agreement. Also, the arbitrator shall have no authority to have a grievance that involves the following sections of Article X: Section E (pupil assignments), and Section H (the budget or budget process); Article XI, Section A (Academy Schools); Article VII, Section D (transfers and promotions); or matters related to Board authority and policies except as limited by this Agreement (Article V). These provisions shall not preclude a grievance challenging an involuntary transfer that results in a pay cut to a Union member from being arbitrated.

### **Section C: General Provisions**

At any conference under this grievance procedure:

1. The Union and Board may have present any and all witnesses they desire. It is understood that the District's legal counsel will be representing the Superintendent at step 4. If any party is to be represented by legal counsel during another step of the grievance procedure, notice shall be given to the other parties at least twenty-four (24) hours in advance of the conference.
2. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance, while failure to communicate a decision on a grievance within the specified time limits shall automatically advance the grievance to the next step of the

grievance procedure. Any grievance not advanced to the next step by the Union within the time limits in that step shall be deemed withdrawn without prejudice or precedent. A grievance which is not responded to by the District within the timelines in that step shall automatically advance to the next step. However, the time limits specified in this procedure may be extended by mutual agreement of the Employer and the Union.

3. No grievance or decision rendered on a grievance shall be placed in an administrator's personnel file without the administrator's consent.
4. A grievance may be withdrawn at any time by the Union.
5. The parties, both a grievant and the School District, shall maintain confidentiality throughout the grievance procedure. If the School District receives a Freedom Of Information Act request in regard to a matter subject to the grievance procedure, it will inform the Union and attempt to inform the grievant prior to the release of any information in response to such request.
6. A representative of management at either Step 1, Step 2, or Step 3, may refer a grievance to a higher step if that individual does not have the authority to resolve the grievance.

#### **Section D: Mutual Concerns Conferences**

A committee composed of up to five (5) administrators from the unit shall be selected by the administrators of the bargaining unit. The School District agrees to meet and confer with this committee as the representative of its administrators covered by this agreement in an attempt to resolve grievances and other matters of concern.

### **ARTICLE VII**

#### **SENIORITY**

#### **Section A: Definition of Seniority**

1. An administrator in the bargaining unit on the active rolls at the date of Union's certification (May 9, 1980) shall have seniority dating from date of hire into the School District.
2. Any administrator who newly enters the bargaining unit thereafter shall have seniority from the last date of continuous assignment as an administrator.
3. A master list showing the seniority of each administrator shall be maintained up-to-date. The local Union shall be given a revised copy of the master list upon request.
4. The School District will provide the local Union a list of names and addresses of their membership upon request of the Union.

## **Section B: Affirmative Action**

The parties are committed to the goals and principles of affirmative action as established by state and federal statutes, regulations and guidelines; as established by the federal courts; and as established by the Board of Education (Personnel Policy Section 6, Subject GBA Affirmative Action adopted July 10, 1991.) It is understood by the parties to this Agreement that such goals and principles shall be considered in the decision- making process affected by this Article in that such goals and principles may be a determining factor in individual decisions made pursuant to such Article, to the extent permitted by applicable law. A professional development plan for all administrators shall be presented to the UAW members no later than September 1 of each school year.

## **Section C**

The School District shall announce by way of e-mail all administrative vacancies as soon as they are known. Such announcements will include all relevant information regarding securing such position and the deadline for filing an application.

In the event schools are closed, the School District shall notify all administrators of position openings in the bargaining unit by special mailing or an e-mail which transmission is acknowledged.

## **Section D**

Administrators who desire a change in administrative responsibility or who desire to transfer to another building shall file a regular statement of such desire with Human Resources and the Union on forms provided by the School District.

Administrators who have requested transfer or reassignment shall be notified by the Administration when action on said transfer or reassignment has been taken. Transfer requests not acted upon prior to June 1 will remain active and be considered until ten (10) days before Administrators are to report for the school year.

Voluntary transfers or promotions affecting bargaining unit positions shall be based on the following factors: ability, experience, past performance and seniority.

When the combination of these factors is relatively equal, seniority shall be the deciding factor.

All administrators requesting an open position whose request is not granted shall be given an answer to their request in writing, if they desire, stating the reason the administrator was not accepted for the position.

## **Section E**

Any and all administrative vacancies which exist the last day of school and ten (10) days before administrators are to report for the next school year shall be filled pursuant to the following procedure:

- 1 A letter will be developed by the District and sent each year to the membership to develop a career pathing listing. A copy of this current list will be sent to the Union President and the Negotiating members by April 15 of each year.
- 2 The job will be posted, and those currently employed administrators in the same classification will be given the opportunity to request a transfer to the vacant position. The Superintendent will discuss the job postings with the administrator who requested a transfer. If the foregoing does not result in filling of the existing vacancy, then the position will be posted and filled in the usual manner. This is the first step of this procedure which would allow current administrators to seek promotions to positions which they have not held in the past.

**Section F:**

Administrative vacancies which exist during the period of time nine (9) days before the start of the school year through the end of the school year shall be filled pursuant to the following procedure:

- 1 The first step of this procedure allows current administrators to seek promotions to positions which they have not held in the past.
- 2 In the event the District determines it must hire an administrator in other than a permanent position, the Union shall be notified and a good faith attempt shall be made by both parties to develop a letter of agreement, prior to the date that the individual initiates his/her employment.

**Section G: Mentees**

Administrators who are in their first year of administrative employment with the District will be assigned a mentor. Mentees may request up to a day of release time for the purpose of job shadowing their mentor.

**ARTICLE VIII**

**HOURS OF WORK AND WORK YEARS**

**Section A**

In order to attain ultimate efficiency in the operation of schools in the District and to provide the best possible education program to the pupils served, it is essential that administrative personnel work a schedule which permits flexibility necessary for achievement of such goals.

**Section B**

Meetings of elementary and secondary principals with the members of the Executive Leadership Group and all meetings of administrators called by the Superintendent, or designee, shall be



conducted during regular working hours, or after such hours if the urgency of business requires a meeting.

No meetings can be held beyond one (1) hour after students leave on the third Monday of the month except in cases of emergency.

### **Section C**

When schools are closed for inclement weather, ten (10) month administrators will not be required to report. They shall be required to work the make-up days consistent with the school calendar. In the event the Superintendent calls a meeting of administrators or administrators are given specific assignments, ten (10) month administrators shall be paid prorated pay for such days.

1. The work year of a twelve (12) month administrator shall be July 1 to June 30.
2. The work year of a ten (10) month administrator shall begin nine (9) work days before students are scheduled to report for the first day of school, and the work year shall end five (5) work days after the student's last scheduled attendance day — not to exceed 203 days. If it becomes necessary to exceed the 203 days, bargaining unit members will receive additional pro rata pay for such additional work. Christmas, spring and mid-winter breaks shall be identical to that for teachers.
3. A ten (10) month administrator called for meetings or other duties during the Christmas, spring or summer breaks shall be compensated at the base daily rate of the individual. The individual required to perform such work shall receive a minimum of two (2) hours pay each time that individual is required to perform such work. This pay will be paid by a check separate from the regular pay within thirty (30) days.
4. The Superintendent shall publish and distribute to all administrators copies of the ten (10) month calendar as soon as it is established. This calendar will contain the last official workday for administrators.
5. The Union shall have representation (selected by the Union) on the community-wide school calendar committee.

### **Section D**

1. A ten (10) month administrator and 10 mo. plus 20 days shall receive wages at the administrator's regular rate for the following holidays: Labor Day, Thanksgiving Day, New Year's Day and Memorial Day.
2. A twelve (12) month administrator shall receive wages at the administrator's regular rate for the following holidays: Independence Day, Labor Day, Thanksgiving Day and the Friday following, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day.

3. If the District closes on the Friday before Labor Day and/or on a midwinter break day, administrators shall not be required to report to their buildings on such dates.

## **ARTICLE IX**

### **DISCIPLINARY ACTION**

#### **Section A**

When an administrator's supervisor has a concern regarding a specific aspect of an administrator's performance, the super ordinate shall discuss the concern with the administrator and the administrator shall be given the opportunity to address the area or incident of concern.

All individuals will be requested to log in on a document when reviewing a personnel file of the administrator. Freedom of Information Act requests to view an administrator's personnel file shall only be responded to following written notice to the administrator of the receipt of such an FOIA request.

#### **Section B**

It is understood that disciplinary measures are to be taken in a progressive manner and the administrator and the Union will be given copies of any written admonition which is derogatory of an administrator's conduct. The disciplinary admonition shall be signed by the person taking such action.

#### **Section C**

No Administrator shall be suspended or discharged from employment with the School District unless:

1. The Employer has notified, in writing, the Administrator and, with the administrator's permission, the Union of the specific reasons for such actions.
2. Has been accorded a meeting at the administrator's request with the Superintendent and/or designee. The administrator shall have the right to be accompanied by a Union representative and/or legal counsel and shall have the right to present evidence on the administrator's behalf.

## **ARTICLE X**

### **ADMINISTRATOR RIGHTS, RESPONSIBILITIES AND COMMUNICATION**

The parties agree to prior and timely input and consultation on matters of mutual interest. Consultation with the Union shall include a minimum of three (3) members of the Negotiating Team or Executive Board Local 2150 Officers. Such consultation may include but shall not be limited to the following:

### **Section A: Open Personnel File**

Administrators will have the right to review the contents of their personnel file with the exception of those materials which were secured prior to their employment. The administrator shall contact a member of the Superintendent's Office to secure an appointment for the review of the file. From this date on, all evaluative material in the file shall contain an administrator's signature to indicate the administrator has had the opportunity to read such material.

If, for some reason, the administrator will not sign such material, a Union representative will be contacted for confirmation that the administrator was presented with such material.

### **Section B: Curriculum Revision**

It is agreed that it is the legal responsibility of the Board to determine the curriculum and programs to be implemented within the School District. It is recognized that the training, expertise, and experience of professional school administrators make them an invaluable resource which can be utilized by the Board as to curriculum and program development. Therefore, it is understood that administrators, including building principals, will be involved in program development and/or changes and have the opportunity for Administrators to review and provide feedback on anticipated changes to curriculum with Teaching and Learning Services.

### **Section C: Contract Review**

The Superintendent, or designee, and the Union, shall meet at least once a month to discuss matters relating to this agreement or any other collective bargaining subject. It is further agreed that other matters of mutual interest may be discussed at this meeting. The time and place of all such meetings shall be mutually agreed upon and those Union representatives attending such meeting shall be excused from any of their duties that may conflict with the holding of any such conference. The Union shall be represented by not more than seven (7) members including the Union president.

### **Section D: Administrator Position Classification**

1. When a new administrator classification is established, the employer shall furnish the Union a job description of such classification prior to implementation of the position. If the position belongs within the Unit, regular procedures for posting and selection will be followed. The salary grade for such classification shall be subject to negotiation between the Employer and the Union.
2. If a classification is established and there is a question of its proper inclusion or exclusion in the bargaining unit, the Employer and the Union shall meet to discuss the classification. If the parties cannot agree on the proper placement of the classification, it will be subject to clarification by the Michigan Employment Relations Commission.

### **Section E: Pupil Assignments**

Building principals are responsible to assign each pupil within the building. Pupil assignments shall be made in compliance with District policies and procedures.

### **Section F: Absences**

When a principal determines that the principal will be absent, the principal shall contact a designated excluded administrator.

When a principal, or the assistant principal, is to be absent, the principal may, within building budgetary limits:

1. Contact a retired administrator;
2. Assign an administrator in the building who will in turn be replaced by a substitute using the same procedure;
3. Ask a building teacher.

When all of the above options are exhausted, the principal will contact the designated excluded administrator.

If an administrator is absent other than for vacation for more than ten (10) consecutive days, the administrator shall be responsible to make a recommendation for a temporary replacement to the Superintendent. If another member of the bargaining unit is assigned as the replacement, additional pay adjustment shall be made at the rate of the starting pay for such classification.

While the District maintains the right to cover the absence of an administrator as it deems appropriate, the parties have agreed that the District shall establish a "career pathing list." The "career pathing list" shall give bargaining unit members an opportunity to advise the administration of their interest in performing duties and responsibilities other than their current assignments. The District shall take into consideration the "career pathing list" when making assignments for opportunities that are temporary in nature.

### **Section G: Parent and Staff Complaints**

In order to encourage the harmonious and expeditious resolution of parent and staff complaints at the local level, the Board agrees that in the case of a complaint on the part of a citizen or staff regarding an administrator, or a program or an employee the administrator supervises, that such citizen or staff member shall be encouraged to first discuss the matter fully, either by phone or in person, with the administrator involved before any administrator not within the unit or the Board of Education takes action on the matter. Furthermore, if the Superintendent or designee intends to pursue the matter, the administrator involved will be notified regarding receipt of the complaint. It is understood and agreed that if an administrator's decision is appealed to a higher authority that such administrator shall be given an opportunity to provide the necessary background information, either in person and/or by confidential memoranda, before any further

action is taken on the matter. This section is inapplicable to staff complaints such as alleged discrimination or harassment wherein a specific process or grievance procedure exists.

### **Section H: Budgeting Process**

The annual budgeting process will include the following:

1. The Board of Education will approve a preliminary budget by the beginning of the fiscal year. Administrators having budget responsibilities will be given the opportunity to attend in service sessions describing the budget development process to be used, including key dates for administrator input. Such in service sessions will be scheduled at times that maximize the possibilities for attendance of all administrators. Administrator input will be encouraged. However, the authority to determine the budget recommendations for presentation to the Board of Education rests with the Superintendent or the Superintendent's designee. It is understood by the parties that some budget reductions will require a comparable adjustment in program responsibilities.
2. Individual budgets may be adjusted during a fiscal year. Upon request, administrators having budget responsibilities will be provided explanations by the Assistant Superintendent of Budget and Finance or appropriate designee for any such adjustments to the administrator's budget.
3. Administrators are encouraged to achieve maximum benefits from utilization of budget funds. Accordingly, administrators may request budget transfers within accounts over which the administrator has decision-making responsibilities. These transfers should generally not impact salary, utility or contracted services accounts and are subject to approval at an appropriate level. If the requested transfer is not approved, the administrator will be provided an explanation.
4. Building and/or other administrators will have the responsibility for expenditure of funds derived from incidental use of materials or from internal solicitation of funds and fund-raising programs conducted by the building or department. Board policies and administrative procedures shall be followed in such expenditures.

### **Section I: Purchasing Procedure**

The District's purchasing procedure shall include the following:

For purchases generated by schools, administrators shall initiate the purchasing process through electronic submission of a purchase requisition by the administrator or designee. The requisition must be charged to the correct account and within budgeted funds. In the event that a purchasing requisition is not approved for any reason, including but not limited to the above, the Deputy Superintendent or designee will provide an explanation for lack of approval to the applicable administrator.

### **Section J: Information Requests**

It is agreed by the School District that when a Unit member requests clarification of or information regarding policy, procedure or other matters related to job performance, that the District will respond to such request within a reasonable period of time which for a normal request would be within a week.

### **Section K: Support**

A committee will be formed to explore ways to enhance and support student achievement in schools with the highest level of free and reduced student population. The committee will consist of designee from Teaching & Learning Services, Business & Finance, and Human Resources. An equal number of UAW bargaining unit members shall be appointed by the UAW President.

## **ARTICLE XI**

### **INSTRUCTIONAL PROGRAM MATTERS**

#### **Section A: Academy Schools**

The Kalamazoo Public Schools will not approve any public school academy without benefit of negotiations with the UAW Local 2150 Administrators.

Should the Kalamazoo Public Schools participate in any discussion germane to approving a public school academy; the negotiation team will be promptly notified and will be provided all information regarding same to allow a monitoring of the District's discussions. If the District should decide to open an academy, the parties will negotiate wages, hours and working conditions for the Bargaining Unit work being performed in the academy.

This Agreement is only applicable to public school academies established under Michigan Compiled Law 380.501.

If new legislation is enacted which authorizes a different type of academy, charter or school of choice, the parties will reopen negotiations to accommodate same.

#### **Section B: Professional Activities Allocation**

If administrators are requested or required to attend conferences, full reimbursement will be provided by the School District for all necessary and reasonable expenses.

#### **Section C**

Beginning January 1, 2012, the District agrees to provide for the continuing education of its included administrators through a reimbursement of \$275 per successfully completed credit hour from an accredited institution, not to exceed \$1650 annually (January through December) per administrator not to exceed \$1650 per calendar year.

## **Section D**

The District will pay one recertification fee for any administrator requiring certification during a five (5) year period. The District will also pay the fee for the initial certificate if earned during a period of Kalamazoo Public Schools administrator's employment. This agreement will end if the State of Michigan changes the requirement for certification.

## **Section E: Professional Development**

Monthly Elementary and Secondary Principal's meeting shall include 1.5 hours for informational purposes and a minimum of 1.5 hours of focused professional development based upon recommendations of the UAW Professional Development Committee. Each school year a committee shall meet for the purpose of exploring ways to enhance professional development opportunities targeted for UAW administrators. A recommendation will be made to the Superintendent by May of each year. The committee shall consist of at least one UAW member selected by the UAW and district appointed excluded administrators. Professional development shall be consistent with District goals.

## **Section F: Professional Development Stipend**

Two Hundred and Fifty Dollars (\$250) shall be allocated for professional development for each member to be used at the discretion of the member, subject to approval by the Assistant Superintendent of Teaching and Learning Services, for professional activities (including workshops, conferences, professional memberships and professional publications) and shall not be deducted from building based budget.

## **Section G: Staff Meetings**

Recognizing that professional learning is a critical component for the school improvement process for urban schools and that time to develop professional practice is essential for school success, each building administrator shall be provided with a minimum of 4 hours prior to student report and a minimum of 3 hours per month thereafter (except for the month of April) to meet with professional staff for the purpose of implementing, reviewing, and revising school improvement goals and objectives.

## **ARTICLE XII**

### **LEAVE OF ABSENCE**

#### **Section A: General Leave of Absence**

Any administrator may be granted a leave of absence of up to one (1) year for any worthwhile purpose. Such a leave may also be extended for a second year if the Board so chooses. At the expiration of the leave, the administrator shall be reappointed to the District's administrative staff if a position is available for which the administrator is certified and qualified.

## **Section B: Leave of Absence for Professional Improvement**

An administrator may be granted a leave of absence, without pay, for a period not to exceed one (1) year for the purpose of: Graduate study (a minimum of ten [10] semester hours each semester or its equivalent), independent research in education or an educationally related field under the supervision of the Superintendent or an accredited college or university, or educational travel (itinerary must accompany application).

If substantial changes in the planned program of the leave as outlined in the approved application are to be made, the administrator shall immediately request approval from the Superintendent. Upon the administrator's immediate return to the School District, the administrator shall be granted credit for up to one (1) year on the then-existing salary schedule.

In addition, one (1) administrator every other school year may be allowed a sabbatical leave for approved educational work toward a specialist or doctorate degree at 50% annual pay. Approval for the leave shall be subject to the established District procedures. The administrator must work in the District for a minimum of three {3} years following the sabbatical.

Not later than 60 days after the administrator returns to the District, the administrator shall file a written report with the Superintendent. The report shall include the name of institutions attended, course pursued, credits received, experience gained, and the itinerary of travel, together with the administrator's appraisal of the professional value of the activities while on leave. An administrator will not be considered as having completed the requirements of the leave until the final report has been approved by the Superintendent.

## **ARTICLE XIII**

### **VACATION**

#### **Section A**

The scheduling of vacation time must be cleared and approved by the Superintendent or designee. Twelve (12) month administrators may request vacation at any time during the year but must have the aforementioned approval. Such approval shall not be unreasonably withheld and the School District will make every effort to meet the requests of employees consistent with the requirements of its operations.

1. Vacation days shall be allotted evenly over a ten-month period, July through April.
2. All twelve (12) month administrators shall receive twenty (20) vacation days per contractual year.
3. After twenty-five (25) years of service, an administrator will be entitled to one (1) additional vacation day per year up to a maximum of twenty-five (25) days.

The maximum accumulated vacation days shall be limited to thirty (30) as of June 30 of each year.



**ARTICLE XIV**

**GENERAL**

**Section A**

The Union may use school building facilities for its proper business activities without charge upon approval by the School District.

**Section B**

A pool of ten (10) professional paid leave days per contract year shall be available to the Union that may be used by its officers or other officials to attend conferences and other meetings related to the conduct of affairs or the welfare of the professional school administrators. No paid leave will be granted to attend Political Action Committee conferences. However, it is understood no administrator will be so released on days involving special conditions which would cause disruption to the School District.

Up to ten (10) additional days may be granted to conduct Union business related to the conduct of affairs or the welfare of the professional school administrators, provided there is no substitute salary cost to the District.

**Section C**

Union representatives shall not suffer a pay deduction for time scheduled with authorized representatives of the School District when it applies to negotiations, conferences, grievances, and other matters of mutual interest.

**ARTICLE XV**

**COMPENSATION AND FRINGE BENEFITS**

**Section A: Pay Dates**

Ten (10) month administrators shall be paid biweekly during the life of this Agreement.

All twelve (12) month administrators shall be paid contractual amounts over twenty-six (26) equal payments that will approximate biweekly pay periods.

The pay dates for each school year shall be provided to the Union as soon as these dates are available.

**Section B: Work Schedule for 10-Month Administrators**

**WORK SCHEDULE**  
for  
10-Month Administrators  
2012-13

	<b>Work Days</b>	<b>Holidays</b>	
August	9		08/31/12 (non-work day)
September	19	1 – Labor Day (09/03/12)	
October	23		
November	20	1 – Thanksgiving (11/22/12)	
December	15		
January	19	1 – New Year’s Day (01/01/13)	
February	19		
March	21		
April	17		
May	22	1 – Memorial Day (05/27/13)	
June	<u>13</u>		
	197 +	4 Holidays =	201 days

1<sup>st</sup> day of work: 08/20/12  
Last day of work: 06/19/13

Administrators with responsibilities at parent/teacher conferences will be granted release time equivalent to the release time granted to classroom teachers.

Other administrators are expected to work a full day on November 21, 2012, and March 29, 2013.

### **Section C: TB Test**

The Board shall pay the expenses of the required TB test.

### **Section D: Payroll Deductions**

Payroll deductions shall be allowed for Educational Community Credit Union, United Way®, Union dues, and for tax shelters on District-approved lists. Payroll deductions are required for negotiated employee contributions to insurance costs.

### **Section E: Tax Shelters and Annuities**

The District will continue the existing 403b plan and will notify the Union in advance of any amendments or modifications.

### **Section F: Health Insurance**

Effective not later than November 1, 2010, the Board shall provide for each full-time administrator MESSA PAK Choices II PPO \$10/20 drug card no deductible, \$5/10/25 Office Visit; and Adult Immunization. Commencing with the date the Agreement becomes effective, the administrator shall contribute 20% of the total cost of the premium.

An Open Enrollment period will take place for no less than ten (10) work days during November 2010 due to this premium contribution.

Each administrator will be provided an annual opportunity to enroll in said health and hospitalization program. An administrator, who elects not to take such health and hospitalization insurance plan, shall receive a cash payment of \$100 per month.

In addition, each administrator who is eligible for and receives Choices II benefits who subsequently elects not to take such benefits and who does not have a spouse concurrently receiving medical benefits provided by the District shall be immediately eligible for an additional payment of three hundred dollars (\$300) per month – four hundred dollars (\$400) total.

A Section 125 plan shall be provided by the Board for all administrators, including dependent care and medical reimbursement options.

### **Section G: Long-Term Disability Plan**

The School District shall provide a long term disability plan, specifically MESSA LTD (unlimited). In the event that the LTD plan does not provide for payment of health insurance premiums during a period of long term disability, the District shall continue health insurance premium benefits for a totally disabled administrator until health insurance is provided through other sources such as Worker's compensation, Social Security or the Michigan Public School Employee's Retirement System (MPERS).

### **Section H: Dental Insurance**

The Board shall provide for each administrator full premium payment for family membership in the Delta Dental Insurance Plan, comparable to or better than the current plan. Commencing with the date the Agreement becomes effective; the administrator shall contribute 20% of the total cost of the premium.

### **Section I: Life Insurance**

The School District shall provide life insurance coverage, per recent MESSA quotes, to be effective as soon as administratively feasible and permitted by MESSA. The beneficiary of said policy shall be designated by the administrator.

### **Section J: Vision Coverage**

The District shall provide VSP 2 Silver vision care for the bargaining unit. Commencing with the date the Agreement becomes effective; the administrator shall contribute 20% of the total cost of the premium.

### **Section K: Travel Allowance**

Administrators who utilize their automobiles for School District business shall receive a monthly travel allowance. Annual mileage rate increases shall be calculated and paid according to annual Internal Revenue Service (IRS) percentage increases. Such increases shall be retroactive to the effective date when the School District is notified of the IRS adjustment.

### **Section L: Reimbursement for Property Loss**

The employer shall reimburse an administrator for loss, damage or destruction of personal property which was utilized in the performance of the administrator's duties. The employer shall also reimburse the administrator for any personal property loss resulting from employment, providing the relationship between the employment and loss is shown by the administrator.

While employment-related loss to personal property from acts such as vandalism is reimbursable, loss related to normal wear is not reimbursable.

The District shall reimburse the administrator the portion of the loss which is not covered by insurance. However, in no case shall the reimbursement exceed one thousand (\$1,000) dollars. There shall be no reimbursement for any loss or damage in cases where the administrator did not exercise reasonable care to secure and/or protect the personal property. If use of the administrator's insurance causes an insurance rate increase, the increase will also be reimbursable for up to two (2) years.

### **Section M: Severance Pay**

The Board shall provide to each retiring administrator payment of two (2) days wages at the administrator's daily rate of pay for each year of professional service performed through the

1985-86 school year. Beginning with the 1986-87 school year, each administrator shall receive at retirement one (1) additional day's wages at the administrator's daily rate of pay for each year of professional service performed after the 1985-86 school year.

1. A minimum of ten (10) years professional service in the District shall be required for retirement payment.
2. In the event of the death of an administrator eligible for retirement payment, the payment shall be made to the beneficiary or estate.

Each regular full-time administrator shall earn sick leave credit at the rate of one (1) day per month of service. Service for the purpose of this Article shall be defined as performing the regular duties and receiving salaries. The full allowance for the year shall be credited at the beginning of each year. Unused sick leave shall be cumulative from year to year without limitation. When an administrator's services terminate, a deduction will be made at such time for all sick leave used in excess of the earned amount.

In recognition of daily attendance, the District agrees to pay a supplementary stipend for unused accumulated sick days to administrators who retire after having completed 15 full years of service. Upon retirement from service, the administrator shall receive the sum of \$1100.00, if s/he has at least 120 unused accumulated sick days.

#### **Section N: Sick and Emergency Leave**

When an administrator requests a leave of absence due to illness, physical disability, childbirth or childcare subsequent to childbirth, the administrator has the privilege of electing to use the benefits accrued under this Article provided, however, that a statement from a licensed physician is presented to the Superintendent's Office upon request. In the event of an injury or illness compensable under the Michigan Worker's Compensation law, the affected and necessarily absent administrator may elect to be paid from the administrator's 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 the administrator received from the Worker's Compensation Commission and the administrator's regular salary during such necessary absence.

An administrator incurring an illness, disability, childbirth or childcare subsequent to childbirth prior to the opening of school shall be eligible for all the benefits prescribed in this Article upon the opening of school excluding administrators new to the system and providing, however, that said administrator was employed for the system prior to the opening of school in the fall.

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

Holidays occurring during illness shall not be considered deductible from the administrator's sick leave accumulation.

Deductions from salary made under this policy shall be determined by the Department of Business and Finance on a prorated contractual daily salary basis.

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

### **Section O: Family and Medical Leave Act**

The parties will implement a letter of agreement outlining the use of federally mandated Family and Medical Leave Act, which will apply concurrently to any corresponding leaves provided by this Agreement. (See Appendix B). Nothing in this agreement will limit the right of the contract.

### **Section P: Personal Leave**

Each administrator shall be granted two (2) working days leave with pay each working year for personal business provided they secure prior approval of their immediate Supervisor. Administrators may be granted additional personal business leave days pursuant to the past practice of the parties which includes the submission of Form S5 5-A.

### **Section Q: Funeral Leave**

A total of five (5) days of absence will be allowed for each death in the immediate family to enable the administrator to make arrangements for and attend the funeral when travel, distance or other circumstances warrant. Additional days of absence may be allowed but taken from sick leave and/or personal business leave. If there is no sick leave credit available, a salary deduction will be made on a prorated contractual daily salary basis. The immediate family is interpreted to include spouse, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren. One day of absence per year will be allowed for the purpose of attending the funeral of a relative outside the immediate family. Additional days of absence will be allowed but taken from sick leave credit. If no sick leave is available, there will be a full day deduction for these days.

### **Section R: Encouragement and Support of Administrators**

The Board, recognizing that administrators are frequently exposed to situations of great stress and pressure, hereby agree to render to its administrators all encouragement when they are acting within the scope of their employment. The Board further agrees to provide liability insurance coverage of administrators, and make the full resources of such policy available to any administrator if the need ever arises. This encouragement should include, but not be limited to, public notice and explanation of policy changes affecting students and parents.

### **Section S**

If an administrator is called to active service in a National Guard unit or reserve unit during the school year, the administrator shall be compensated the difference between the reimbursement received from the United States Government and the administrator's contractual salary, provided the administrator's U.S. Government reimbursement is less than the administrator's contractual salary, for a period not to exceed two (2) weeks per year. The differential amount to be computed by a comparison of the daily rate. If National Guard or reserve encampment, or a period of active

service due to emergency situations should occur, the administrator required to participate shall be granted a temporary leave of absence for that purpose.

### **Section T**

The School District recognizes that all assignments by an administrator, whether verbal or in written form, will be considered a part of the employee's regular assignment and eligible for application of the District's insurance policies.

### **Section U**

1. Lateral Transfers: when necessary, KPS may change an employee or groups of employees from one job to another within the same pay grade. This will happen when KPS deems this to be in the interest of efficiency and meeting objectives. When an administrator is transferred to a position of equal value or worth, the administrator will maintain his/her existing rate of pay.

When an administrator's position is reclassified to a lower grade because re-evaluation indicates reduced duties (for reasons other than staff reduction due to program cutback), no salary reduction should immediately occur. If an administrator's salary is above the maximum of the new grade, the following guidelines should apply:

- a. Grant no salary increments or general structure increases until the maximum for the new grade equals or exceeds the administrator's salary.

#### However

- b. "Red Circle" the incumbent's salary for a maximum of two (2) years and, if the new structure does not catch up to them, reduce the incumbent's salary to the new grade maximum if it continues to exceed the new grade maximum.
2. Compensation Classification Study: In the event that a compensation/classification study is conducted by the District, the Union shall be provided the opportunity to have two (2) members participate on the study committee. Members shall be selected by the Union. Any administrative employee reclassified shall be placed on the step which most closely approximates their salary prior to reclassification, provided, however, that no administrator shall receive a decrease in salary due to the reclassification.
  3. Reclassification Procedures: If the duties and responsibilities of an established position are permanently and significantly changed, or if the immediate supervisor believes a position is misclassified, the following actions should be taken:
    - a. The responsible immediate supervisor should submit a request to the Human Resources Department for a position re-evaluation, documenting completely the reasons for a position re-evaluation.
    - b. The position incumbent or representative position incumbent and the incumbent's immediate supervisor may be asked to explain or document the position's job

duties and responsibilities for the appropriate Human Resources Department staff, if necessary. When Human Resources has reviewed the position and formulated a decision based upon all relevant information, the responsible immediate supervisor shall be notified of the results.

If the Human Resources staff support the reclassification request, the job description and supporting information will be forwarded to the Job Evaluation Committee for evaluation. If Human Resources denies the reclassification request, the incumbent and the immediate supervisor may appeal to the Job Evaluation Committee to explain the position's job duties and responsibilities.

- c. The Job Evaluation Committee shall meet at least annually for the purpose of considering such requests, on dates published well in advance.
  - d. Should the Human Resources Department and/or Committee determine that a reclassification is appropriate, it is forwarded to the Superintendent for action.
4. Job Re-Evaluation and Reclassification Salary Increases: Should an existing position be reclassified to a higher grade, a salary increase should be administered with the same guidelines as a promotion.

When an administrator's job is reclassified to a lower grade because a re-evaluation indicates reduced duties (e.g., due to a program cutback), no salary reduction occurs. If the administrator's salary is above the maximum of the new grade, the following guideline should apply:

- a. Grant no salary increments or general structure increases until the maximum for the new grade equals or exceeds the administrator's salary.

## **ARTICLE XVI**

### **2010 ENROLLMENT BONUS**

Enrollment bonus will be at the same rate as the KEA enrollment bonus.

## **ARTICLE XVII**

### **REPRESENTATION**

#### **Section A**

Upon the signing of this Agreement, the Union will furnish the School District a list of local Union officers and committee members and will notify the School District in writing of any subsequent changes.

The School District will supply the Union with a list of designees to whom grievances shall be submitted and will advise the Union in writing of changes as they are made.



## **Section B**

The local Union president and six (6) members shall comprise the Bargaining Team.

## **Section C**

The School District shall recognize any authorized representative of the International Union, which is party to this Agreement, for the purpose of participating in contract negotiations and the handling of other matters under the Agreement.

## **ARTICLE XVIII** **CONFORMITY TO LAW**

### **Section A**

In the event that any provision of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. However, all other provisions of this Agreement shall continue in effect, and the parties shall meet for the purpose of rewriting the voided and any other directly affected provisions, within thirty (30) calendar days of the decision.

## **ARTICLE XIX** **MISCELLANEOUS**

### **Section A: School Safety Legislation**

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

### **Section B: Emergency Financial Manager**

State law mandates the inclusion of the following clause: Pursuant to Public Act 4 of 2011, this contract may be subject to rejection, modification or termination by an emergency financial manager if one is appointed pursuant to the local government and school district accountability act.

**ARTICLE XX**  
**TERMINATION**

**Section A**

Unless otherwise stated herein, the effective date of this Agreement will be the (date of ratification by both parties) and shall remain in full force and effect from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration date of this Agreement of its intention to amend, modify, or terminate this Agreement.

The parties agree to meet and negotiate a successor agreement for the 2012-2013 school year not later March 1, 2013, or earlier upon request of either party.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_.

KALAMAZOO PUBLIC SCHOOLS 1/10/2013  
By: Marshall W. Grate  
By: [Signature] 1/10/2013

UAW, LOCAL 2150  
By: Bob Bennett Int' UAW  
By: [Signature] 1-10-13

## APPENDIX A -- WAGE SCHEDULE

Attached to this Agreement are the wage schedules for bargaining unit employees for the 2011-2012 school year.

1. During the course of bargaining for the 2001-2003 Collective Bargaining Agreement, the parties agreed to a schedule which will be utilized for establishing step increases in future years. (See Attachment B). In the spring of the year, the State of Michigan publishes a cost of living factor which is required to be published by the Headlee Amendment to the State Constitution. Upon publication, the District will create a new Exhibit B by multiplying every salary displayed on Exhibit B by such cost of living factor. After such adjustment, the District will determine appropriate step increases for the 2004-2005 school year in a manner identical to that utilized in 2003-2004.
2. The parties agree that if the District qualifies for additional revenue under the state's "Best Financial Practices" provision, the UAW shall be given a one-time credit equal to 4.82% of such revenues, when received. The amount and the manner of distribution of such funds to the UAW bargaining members shall be mutually determined, as soon as feasible, following receipt of such funds. Determination will be made by the current bargaining teams of both parties at the time of receipt of the funds.
3. For the 2012-2013 school year, bargaining unit employees shall receive a step increase. However, the base salary schedule shall be reduced 2.11%. In the event that the Governor signs legislation that reduces the anticipated MPSERS rate for 2012-2013 to less than 27.37%, then the base salary schedule shall be increased, inclusive of FICA and MPSERS, by the dollar amount recouped as a result of the rate decline retroactive to July 1, 2012. Any such adjustment will be implemented as soon as administratively feasible.

**APPENDIX A WAGE SCHEDULE (cont.)**

Instructions for Using the UAW Salary Conversion Chart

Step 1: Record your salary for the previous year\_\_\_\_\_

Step 2: Find the section of the conversion chart that applies to your category (Certified 10 Month, Certified 12 Month, Non-Certified 10 Month, or Noon-Certified 12 Month.)

Step 3: Find the line for your grade on the left-hand side of the chart.

Step 4: Follow across on that line and locate the area where your salary for last year falls on the Chart. NOTE: You will probably not find your exact salary for last year on the chart.

Step 5: If your salary for last year falls anywhere between two of the columns on the chart, use the closest column on the right and note the percent multiplier at the top of the column (4.50%, 3.25%, 1.75%, or 0.50%.)

Step 6: Multiply your salary for the previous year by the appropriate percent:

_____	_____	_____
(Previous Year Salary)	(Percent Multiplier)	(Amount of Increase)
\$ _____	_____	_____
(Previous Year Salary)	(Amount of Increase)	(New Salary, without Adjustment)

## APPENDIX B- FAMILY AND MEDICAL LEAVE ACT

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 may be granted for any of the following reasons:
  - a. Up to 12 weeks, to care for the employee's child after birth or placement for adoption or foster care;
  - b. Up to 12 weeks, to care for the employee's spouse, son, daughter or parent who has a serious health condition; or,
  - c. Up to 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 child care leave in excess of twelve (12) weeks shall be placed in accordance with Article XVI, Section G (1, 2 and 3.)
5. **Eligibility Year:** For purposes of determining eligibility for a leave, the employer hereby adopts a rolling twelve (12) month period whereby each time an employee takes family and medical leave, the remaining leave entitlement will be a balance of the twelve (12) weeks which has not been used during the immediately preceding twelve (12) months.
6. **Military Caregiver Leave:** The employer shall grant an employee who is a family member of a covered service member an unpaid leave of up to twenty-six (26) weeks

(inclusive of the twelve (12) weeks granted under 1 above) in a single twelve (12) month period to care for the covered service member who has a serious illness or injury incurred in the line of duty on active duty.

- a. "Family member" is defined as the spouse, parent, son, daughter, or "next of kin" (as defined by the FMLA regulations).
  - b. Covered service members include: members of the Armed Forces, including the National Guard or Reserves.
  - c. Determination of "in the line of duty on active duty" shall be as determined by the Department of Defense or its authorized healthcare representative.
  - d. "Serious illness or injury" shall be defined as a condition that may render the service member medically unfit to perform the duties of his/her office, grade, rank or rating in the military.
7. Family of National Guard/Reserves: Family members of service members in the National Guard or Reserves shall be allowed upon request, the use of up to twelve (12) weeks of their FMLA Leave to manage the affairs of the service member while he or she is on active duty, whether current, or prospective (call-up). Such "qualifying exigency leave" may be taken for:
- a. Short notice deployment
  - b. Military events
  - c. Child-care and school activities
  - d. Financial and/or legal arrangements
  - e. Counseling
  - f. Rest and recuperation
  - g. Post-deployment activities
  - h. Additional activities agreed upon as qualifying between the employer and employee

**LETTER OF AGREEMENT NO. 1**

Administrators who are required to attend building conferences will be granted release time equivalent to that release time granted to classroom teachers.

1. Administrators who are required to attend building conferences shall be granted release time equivalent to that release time granted to classroom teachers.
2. Administrators who are required to attend kindergarten orientation shall be granted release time equal to no less than two (2) hours of release time in recognition of the additional work duties.

UAW LOCAL 2150  
UNITS I AND II

SCHOOL DISTRICT OF THE  
CITY OF KALAMAZOO,  
COUNTY OF KALAMAZOO

By: \_\_\_\_\_  
William Webster

By: \_\_\_\_\_  
John G. Manske



**LETTER OF AGREEMENT NO. 2**

During the course of negotiations for the 1996-97, 1997-98 Agreement between the School District of the City of Kalamazoo, County of Kalamazoo, and UAW Local 2150 (Units I and II) the parties discussed the issue commonly referred to as "leap frogging." During those discussions, it was recognized that the District has an obligation and right to attract and hire the most qualified individuals available for vacant administrative positions.

If the most qualified candidate is determined by the District to be an internal candidate, the District will utilize the historic conversion procedure. If the most qualified candidate is being hired from outside the School District, the District will first consider the following factors during its negotiations with the candidate in regard to placement on the relevant salary schedule:

1. Experience — school or related field.
2. Internal equity.
3. Qualifications/education background.

While the ultimate decision relative to placement on the salary schedule lies with the School District, the District will consider such mechanisms as moving expense allowance and signing bonus in its efforts to maintain internal equity.

Prior to finalizing negotiations with a successful external candidate, the District will inform the UAW president or his/her designee of the parameters of the offer being made and the factors being considered.

UAW LOCAL 2150  
UNITS I AND II

SCHOOL DISTRICT OF  
THE  
CITY OF KALAMAZOO,  
COUNTY OF KALAMAZOO

By: /s/ William Webster  
William Webster

By: /s/ John G. Manske  
John Manske

**LETTER OF AGREEMENT NO. 3**

NOW COMES the Kalamazoo Public Schools and the UAW, Local 2150, and in resolution of grievances 98-99 nos. 3, 4 and 5, the parties do hereby agree to resolve said grievances as follows:

1. When a bargaining unit member of the KEA is granted a leave of absence for the purpose of becoming an interim employee in a position represented by the UAW Local 2150, such individual shall be responsible to pay either UAW dues and/or a service fee to the UAW during such placement as an interim bargaining unit administrator.
2. Kalamazoo Public Schools will notify said "interim Administrator" as described herein that they must make arrangements for the above-described dues obligation within thirty (30) days of employment as in "interim administrator."

These grievances are being resolved without precedent.

KALAMAZOO PUBLIC SCHOOLS

UAW, LOCAL 2150

By: /s/ John G. Manske  
John G. Manske

By: /s/ Merry J. Smith  
Merry J. Smith

**LETTER OF AGREEMENT NO. 4**

In the 2002-2003 school year, the District's professional development work was administered by a member of the UAW Local 2150. That position was eliminated when the incumbent in said position had to move out of the Kalamazoo area. The School District continues to recognize that this work "belongs" to UAW Local 2150.

At any time, if the Union requests that such work be assigned to a member of Local 2150, the District will meet with Union representatives for the purpose of developing a plan to transition said work back to one or more members of UAW Local 2150.

UAW LOCAL 2150

KALAMAZOO PUBLIC SCHOOLS

By: /s/ William Webster  
William Webster

By: /s/ John G. Manske  
John G. Manske

**LETTER OF AGREEMENT NO. 5**

The UAW Local 2150 and the Kalamazoo Public Schools and said parties do agree to the following Letter of Agreement:

1. The School District has supplied certain members of the bargaining unit Nextel cell phones for the past several years. Effective July 1, 2010, bargaining unit members must pay 25% of the monthly charge for the Nextel phone. Said sum will be payroll deducted.

UAW LOCAL 2150

KALAMAZOO PUBLIC SCHOOLS

By: /s/ William Webster  
William Webster

By: /s/ John G. Manske  
John G. Manske

**LETTER OF AGREEMENT NO. 6**  
**REQUEST FOR CONSULTATION WITH**  
**UAW LOCAL 2150**

1. Statement of Need for Consultation. Once the Union or the Administration delivers the Statement of Need for Consultation, a consultation meeting shall be scheduled within ninety-six (96) hours unless both parties agree otherwise.
2. Once meeting has been conducted, the party responding to the call for said meeting shall respond in writing within ninety-six (96) hours.
3. When the consult was requested by the Administration, a summary of the Administration's reaction to the Union's input shall be delivered to the Union President within ninety-six (96) hours of the receipt of the response in No. 2.

This process does not preclude the Union's right to file a grievance under Article VI.

The resolution of UAW grievance 05-06-01 and other discussions regarding consultation, the parties have agreed to utilize the attached form for consultation between the UAW 2150 and the Kalamazoo Public Schools.

UAW 2150

KALAMAZOO PUBLIC SCHOOLS

By: /s/ Merry Smith  
Merry Smith

By: /s/ John G. Manske  
John G. Manske

**LETTER OF AGREEMENT NO. 7**

During the negotiations of the Contract for the 2008-2009 school year, there was discussion regarding certain work that was previously performed by bargaining unit members. Due to the fact that the District has not yet received the results of an outside Curriculum Audit, the parties have agreed to a temporary solution to this issue.

For the 2010-2011 school year, the District has agreed to reimburse Local 2150 an amount equal to four (4) dues payments. Such dues shall be calculated on the basis of twelve (12) months, level 6, step 1.

UAW LOCAL 2150

KALAMAZOO PUBLIC SCHOOLS

By: \_\_\_\_\_

By: \_\_\_\_\_

**LETTER OF AGREEMENT NO. 8**

NOW COMES the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America and its Technical, Office and Professional Local 2150, Units I and II, (UAW Local 2150), and the Kalamazoo Public Schools (KPS), said parties being signatories to a Collective Bargaining Agreement, and the UAW and KPS agree as follows:

The parties have agreed that the amounts payable to a member at a time of retirement shall be deposited by KPS in the form of a non-elective employer contribution to the UAW 403(b) plan. No contribution shall cause an employee to exceed the limitations of Section 415(c) of the Internal Revenue Code. Contributions that exceed the Section 415(c) limitations shall be paid to the administrator at time of retirement and be subject to applicable taxes. With the exception of excess contributions, the employees shall have no cash option to this employer 403(b) contribution.

Employees who are under age 55 at the time of retirement and take a cash distribution before age 59 1/2 are subject to a 10% IRS penalty. KPS will "make these employees whole" by paying the difference between the amount of the penalty and the current FICA/FED rate of 7.65%. To be eligible to be "made whole," the employee must take the cash distribution within 30 days of payment by KPS to AIG Retirement and must notify KPS at the time of distribution. KPS will not "make whole" anyone after the 30- day period is past.

Upon retirement: Each employee's Severance, Early Announcement Bonus, Retirement Payment, and Accrued Vacation Payout made in the year following retirement shall be deposited by the employer into a 403(b) plan, maintained by AIG Retirement. Kalamazoo Public School's obligation shall be limited to notifying AIG Retirement of the retirees and payment amounts. AIG Retirement will contact the retirees and execute the applicable documentation.

The 403(b) policy of KPS shall provide that all payments as described above may be withdrawn at any time after termination of employment to the extent allowed by the "Internal Revenue Code."

UAW LOCAL 2150

KALAMAZOO PUBLIC SCHOOLS

By: /s/ William Webster  
William Webster

By: /s/ John G. Manske  
John G. Manske

Date: 5-21-08

Date: 5-21-08

**LETTER OF AGREEMENT NO. 9**

The parties have agreed to resolve the UAW's unit clarification petition in MERC Case #UC040-014 as follows:

1. When the School District is contemplating hiring a retiree to perform bargaining unit work, it shall timely notify and consult with the Union regarding such possible course of action.
2. If the School District decides to utilize a retiree on a full-time or part-time basis to perform bargaining unit work, it shall bargain with the Union regarding wages, hours, possible benefits, and other mandatory subjects of bargaining.
3. Such retirees shall be classified as a "working retiree" and placed in the recognition clause of the appropriate unit under the collective bargaining agreement between the School District and the Union.
4. It is not the intent of this Letter of Agreement to erode the bargaining units represented by the Union.
5. With regard to the position of Fine Arts Consultant, the parties agree that the position shall remain outside the bargaining unit for the remainder of the 2004-5 academic year. The parties agree that if the School District contracts for this position for the 2005-2006 academic year, the School District shall notify the Union no later than May 1, 2005 of such decision and shall bargain with the Union over the position consistent with Paragraph 2 herein.

/s/ John Manske  
FOR THE SCHOOL DISTRICT

/s/ Georgi Ann Bargamin  
FOR THE UNION



**LETTER OF AGREEMENT NO. 10**

Re: 10 mo. plus 20 days administrators for the 2010-2011 school year, an initial process shall begin for clarifying the additional 20 days for 10 mo. plus 20 days administrators. Such administrators and his/her immediate supervisor shall meet and agree upon a proposed calendar for the 20 days on a form developed by the District.

It is understood that 20 days equals 160 hours of work and it is expected that the hours will be worked by such administrators.

A 10 mo. plus 20 days administrator, who is directed in writing by the Superintendent or designee to attend meetings or other duties during the Winter, Spring, or Summer break periods, shall count that time towards the additional 20 days.

This issue shall be a topic for negotiations for the contract which follows the current agreement.

UAW LOCAL 2150

KALAMAZOO PUBLIC SCHOOLS

By: /s/ Betsy Bennett  
Betsy Bennett

By: /s/ Gary Start  
Gary Start, Deputy Superintendent

Date: October \_\_, 2010

Date: October \_\_, 2010

**LETTER OF AGREEMENT NO. 11**

As a result of negotiating the 2010-2011 agreement the UAW Local 2150 and the Kalamazoo Public Schools have agreed to the following:

1. The District shall invite a UAW member selected by the UAW to participate on the district bargaining team as a resource person in connection with the teacher evaluation negotiations.
2. A committee will be formed during the 2010-2011 school year for the purpose of exploring ways to enhance professional development opportunities targeted for UAW administrators during the 2010-2011 school year. A recommendation will be made to the Superintendent by January 27, 2011. Professional development shall be consistent with District goals.
3. The alternative ed principal may, within the two week period following ratification, submit a written request and substantiation to increase the position from 10 months to 10 months and 20 days. The request shall be submitted to the Assistant Superintendent of Human Resources and shall be considered by the District. The District shall reply to the request not later than January 27, 2011.

UAW LOCAL 2150

KALAMAZOO PUBLIC SCHOOLS

By: \_\_\_\_\_  
Betsy Bennett, UAW Representative

By: \_\_\_\_\_

Date: \_\_\_\_\_, 2009

Date: \_\_\_\_\_, 2009