

**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, 2014 to June 30, 2015**

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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**

Kalamazoo Public Schools welcomes all students and staff of any religion, race, color, national origin, age, sex, pregnancy, gender identification, height, weight, familial status, marital status, sexual orientation, and disability.

The District will not tolerate or condone any act of bias or discrimination toward any person on the basis of religion, race, color, national origin, age, sex, pregnancy, gender identification, height, weight, familial status, marital status, sexual orientation, and disability in any of its activities, hiring practices, programs or services.

**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 (PUBLIC ACTS 349 & 53)

### BOARD AUTHORITY

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.

## ARTICLE V

### 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 VI**

#### **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. [should be discussed in contract review]
- 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 or other UAW administrator approved in advance by the supervisor.

**ARTICLE VII**

**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** (Need discussion about “business” meetings)

Business meetings 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 business 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. New administrators will have 3 days added to their calendar for orientation. The UAW will be invited to make a presentation for up to 1 hour. Board has the discretion to assign mid-year hires up to 3 days of orientation during the first year of employment. UAW will be allowed to view the agenda at least 24 hours prior to the orientation. The Board will provide a stipend of \$100 per day during those three days only for new hires as determined by the District. UAW members may attend the orientation without the benefit of the stipend unless mandated by the District to attend.
3. 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.
4. 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.
5. 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.
6. 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, Spring 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. [Board disagrees with UAW proposed #4]

**ARTICLE VIII**  
**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 IX

### 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 he/she will be absent, the principal shall contact their immediate supervisor. (TA)

After an absence has been approved, 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, with a limit of two (2) times per teacher per semester or no more than four (4) times total for the school year.

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.

**Section L: Summer School and Summer Programs**

Administrators hired for the purpose of being the principal of summer school and/or administrator over a summer program should be involved with the interviewing and hiring of all staff assigned to work in summer school or summer program.

**Section A (MCL 423.215(3))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 B**

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 C**

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 D: 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. [Board disagrees with "The committee will be formed". (should be discussed in contract review)]

#### **Section E: 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 F: 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 X**

#### **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 XI**

### **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 XII**

### **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 XIII**

**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

2014-2015

|           | <b>Work Days</b> | <b>Holidays</b>           |                         |
|-----------|------------------|---------------------------|-------------------------|
| August    | 9                |                           | 08/29/14 (non-work day) |
| September | 19               | 1 – Labor Day<br>09/14/14 |                         |
| October   | 23               |                           |                         |
| November  | 20               | 1 – Thanksgiving          |                         |

|          |           |                                  |                          |
|----------|-----------|----------------------------------|--------------------------|
|          |           | (11/27/14)                       |                          |
| December | 15        |                                  |                          |
| January  | 19        | 1 – New Year’s Day<br>(01/01/15) |                          |
| February | 19        |                                  | 2/27/15 Mid-winter Break |
| March    | 21        |                                  |                          |
| April    | 17        |                                  |                          |
| May      | 22        | 1 – Memorial Day<br>(05/25/15)   |                          |
| June     | <u>14</u> |                                  |                          |
|          | 198       | + 4 Holidays =                   | 202 days                 |

1<sup>st</sup> day of work: 08/18/14  
 Last day of work: 06/18/15

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 16, 2014 and April 3, 2015.

**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**

Personal business leave for Administrators 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 request is based on an emergency. Administrators shall secure prior approval from their immediate Supervisor before using a personal business day.

## **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 XIV

#### **2012 ENROLLMENT BONUS**

Board agrees to provide an additional off schedule lump sum bonus for best practices/enrollment/and performance, under terms and conditions consistent with the KEA program for the same bonuses.

#### ARTICLE XV

#### 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 XVI

#### 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 XVII**  
**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 XVIII**  
**TERMINATION**

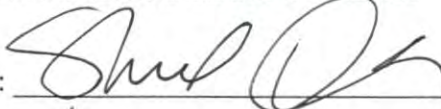
**Section A**


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 2015-2016 school year not later March 2, 2015, or earlier upon request of either party.

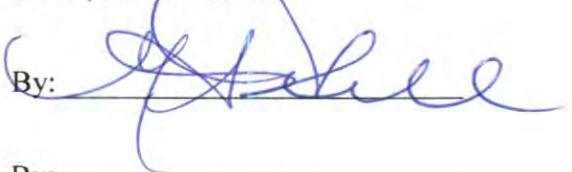
IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_.

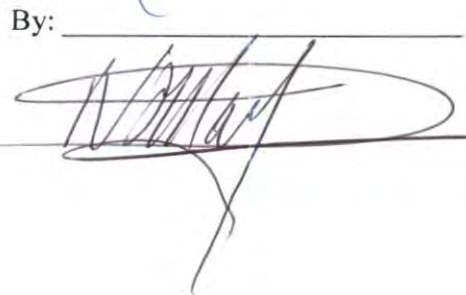
KALAMAZOO PUBLIC SCHOOLS

By: 

By:   
attorney for KPS, 1/22/2015

UAW, LOCAL 2150

By: 

By: 

## **APPENDIX A -- WAGE SCHEDULE**

Attached to this Agreement are the wage schedules for bargaining unit employees for the 2014-2015 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 2014-2015 school year, bargaining unit employees shall receive a 1.1% raise with no changes to the insurance or drug prescription program, and no steps. Increase will be effective July 28, 2014.

**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 Non-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 maybe 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**

The District has an obligation and right to attract and hire the most qualified individuals available for vacant administrative positions.

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 (TA)**

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. 4**  
**REQUEST FOR CONSULTATION WITH**  
**UAW LOCAL 2150 (TA)**

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. 5 (TA)**

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. 6 ?**

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. 7 (TA)**

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



