

6/30/94

A G R E E M E N T

between

THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO

and

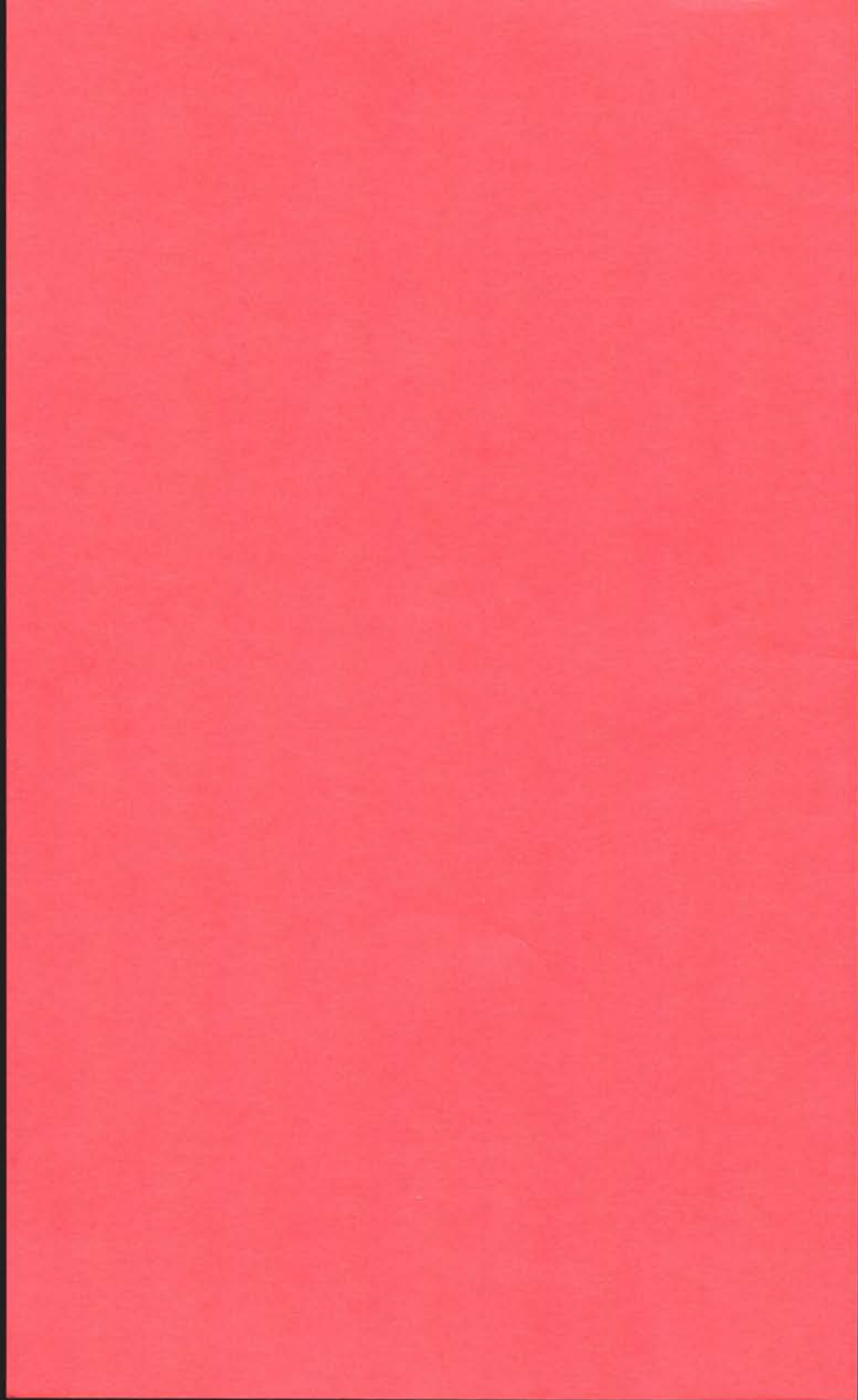
**INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE, AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA and its TECHNICAL,
OFFICE AND PROFESSIONAL LOCAL 2150**

UNITS I AND II

1991-94

Kalamazoo School District

**LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University**



A G R E E M E N T

between

THE SCHOOL DISTRICT OF THE CITY OF KALAMAZOO

and

**INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE, AND AGRICULTURAL IMPLEMENT
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All Sections and Articles of this Master Agreement apply to Units I and II. Separate recognition clauses and salary placement schedules are included for Units I and II in this single Master Agreement. A separate recognition clause and master agreement will be negotiated for a new Unit III.

1991-94

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - Agreement	1
ARTICLE II - Recognition	1
ARTICLE III - Non-Discrimination and Fair Employment Practices	3
ARTICLE IV - Union Security	3
ARTICLE V - Board Authority	6
ARTICLE VI - Grievance Procedure	6
ARTICLE VII - Seniority	8
ARTICLE VIII - Hours of Work and Work Years	12
ARTICLE IX - Disciplinary Action	13
ARTICLE X - Administrator Rights and Responsibilities	14
ARTICLE XI - Instructional Program Matters	17
ARTICLE XII - Leave of Absence	18
ARTICLE XIII - Vacation	18
ARTICLE XIV - General	19
ARTICLE XV - Compensation and Fringe Benefits	21
ARTICLE XVI - Representation	25
ARTICLE XVII - Conformity to Law	26
ARTICLE XVIII - Termination	26
APPENDIX A - Compensation and Insurance Benefits	28
APPENDIX B - Salary Schedules	30
APPENDIX C - Arthur Young Study	34
LETTERS OF UNDERSTANDING	37

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 Unit I, II and III), hereinafter referred to as the "Union".

ARTICLE II
RECOGNITION

Section A

Pursuant to and in accordance with Section 26 and 27 of the Act No. 176 of the Public Acts of 1939, as amended, or Section 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, Food Services Administrator, Accountants, Transportation Administrator, 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, Consultants, and Deans of Students. Excluding Superintendents, Assistant Superintendents, Executive Directors, Assistant Executive Directors, Directors, Assistant Directors, Business Managers, Assistant Business Managers, and all other employees.

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

UNIT III

The positions to be included in this unit are Coordinator; Demographics; Purchasing Agent; Food Services Administrator; Coordinator, Student Information; Transportation Administrator; Health and Safety Officer; Community Schools Leader; General Foreman—Maintenance; Facilities Architect/Engineer; Personnel Specialist; Personnel Analyst (2); Supervisor, Budget and Finance Operations; Accountant; Supervisor, Financial Information

ARTICLE II - RECOGNITION (continued)

Section A (continued)

UNIT III (continued)

Systems; Auditorium Manager/Communications Aide; and Child Care Center Manager. It is recognized that the positions of Coordinator, Demographics; Purchasing Agent; Food Services Administrator; Coordinator, Student Information; and Transportation Administrator will stay in Unit I until such time as incumbent vacates the position. At such time, positions will officially revert to Unit III status.

Accountant position becomes a member of Unit III upon organization of that unit.

Adult Education Leaders of Adult Basic Education and High School Completion become part of Unit II upon completion of requirements for administrative certification. Their progress for certification will be jointly monitored by Human Resources and Local 2150.

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 at the expense of the School District within thirty (30) days after the Agreement is signed and presented to all Administrators now employed, or hereafter employed. One hundred (100) copies of this Agreement shall be furnished to the Union for its use.

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

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.

Section D: Gender Disclaimer

Whenever the masculine is used in this Agreement, it is used in the generic sense and is to be construed as including females.

ARTICLE IV
UNION SECURITY

Section A: Union Membership

1. As a condition of employment, all employees covered by this Agreement and employees 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. Within thirty (30) days after the hire, rehire, reinstatement or transfer of an employee into the Bargaining Unit, a meeting shall be scheduled between a representative of the School District Personnel Office and the employee. At this meeting such employee shall be apprised of this Article's provisions.

2. In lieu of the above obligation, any employee 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 Appendix A of the Contract. The employee 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.

ARTICLE IV--UNION SECURITY (continued)

If such employee who holds conscientious objections pursuant to this subsection requests the Union to use the grievance-arbitration procedure on the employee's behalf, the Union is authorized to charge the employee 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 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 employee who, as of the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, has currently executed Authorization Form agreed to by the Union and the Employer on file with the Employer. The Union's Financial Officer shall submit to the Employer's Personnel Offices written certification for the amount of dues/service fees to be deducted pursuant to the provisions of this Article.

2. Employees 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 employee 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 employee 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 employee 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 employees for whom Union dues or service fees have been deducted, the amount deducted from the pay of each employee, and any employees who have terminated their Check-off Authorization during the previous month. Employees 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 employees.

ARTICLE IV—UNION SECURITY (continued)

Section C: Failure to Comply

1. An employee 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 employee 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 employee that unless the delinquent dues or service fees are tendered within thirty (30) calendar days of such notice, the employee 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 employee and the following written notice to the Director of Human Resources 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 employee. A copy of such notice shall, at the same time, be given by the Union to the employee.

2. Upon receipt of such notice, the Director of Human Resources, or his or her designee, shall communicate the Union's request for termination to the employee and advise such employee that he or she 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 he or she 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.

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.

ARTICLE VI
GRIEVANCE PROCEDURE

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.

Section B: Procedure

1. **Step 1:** An Administrator and a member of the local union bargaining committee shall first discuss his/her grievance with his/her immediate director or executive director, 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 executing director. A meeting shall be arranged within five (5) working days and the director or executive director shall meet with the Administrator and a member of the local union bargaining committee on the grievance. The director or executive director shall give his/her 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 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 his/her answer in writing to the local Union within five (5) working days.

ARTICLE VI--GRIEVANCE PROCEDURE (continued)

4. — **Step 3:** 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 thirty (30) 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 within thirty (30) 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 his 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 B (pupil assignments), Section C (staff assignments), Section D (staff placement and selection), and Section G (the budget or budget process); Article XI, Section A (curriculum revision); Article VII, Section D (transfers and promotions); or matters related to Board authority and policies except as limited by this Agreement (Article V).

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. If any party is to be represented by legal counsel, notice shall be given to the other parties at least twenty-four (24) hours in advance of the conference.

ARTICLE VI--GRIEVANCE PROCEDURE (continued)

Section C: General Provisions (continued)

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. However, the time limits specified in this procedure may be extended by mutual agreement by 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.

ARTICLE VII
SENIORITY

Section A: Definition of Seniority

1. An employee 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 employee 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 employee 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 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 (Policy 4120). It is understood by the parties to this Agreement that such goals and principles shall be considered in the decision-making process effected by this Article in that such goals and principles may be a determining factor in individual decisions made pursuant to such Article.

Section C

The School District shall notify employees of position openings in the bargaining unit by the usual notification in the Superintendent's bulletin.

The School District shall announce in the Superintendent's bulletin all administrative vacancies as soon as they are known. Such announcement will include all relevant information regarding securing such position and the deadline for filing an application.

ARTICLE VI--GRIEVANCE PROCEDURE (continued)

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 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 affective 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 employees requesting an open position whose request is not granted shall be given an answer to their request in writing stating the reason the employee was not accepted for the position.

Section E

Any and all administrative vacancies which exist during the period of time between 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:

- a. 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.
- b. Once the opportunity has been given to those in the same classification to transfer, the existing vacancy shall be filled by a movement of those individuals in the bargaining unit who were in such classification on May 9, 1980. Such movement will be done on the basis of seniority. If the individual offered such a position refuses the position for any reason, the District will have no further responsibility to offer another position to such individual.
- c. If the foregoing does not result in the filling of the existing vacancy, then those individual who are not in classroom positions but who were administrators on May 9, 1980, shall be given the opportunity to be recalled pursuant to the provisions of Article VII, Section G, subparagraph 4.

ARTICLE VII--SENIORITY (continued)

Section E (continued)

- d. 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:

- a. The existing vacancy shall be filled by a movement of those individuals in the bargaining unit who were in such classification on May 9, 1980. Such movement will be done on the basis of seniority. If the individual offered such a position refuses the position for any reason, the District will have no further responsibility to offer another position to such individual.
- b. If the foregoing does not result in the filling of the existing vacancy, then those individuals who are not in classroom positions but who were administrators on May 9, 1980, shall be given the opportunity to be recalled pursuant to the provisions of Article VII, Section C, subparagraph 4.
- c. If the following 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 G

When the School District determines that it is necessary to reduce administrative positions, the following shall be utilized:

- a. The parties recognize the existence of certain classifications within the bargaining unit in which there are more than one (1) employee. (An example of such classification is that of elementary principal.)
 - (1) When layoffs are necessary within such classifications, such reductions will be based on the following factors:
ability, experience, past performance, administrative tenure in position, and seniority.

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

ARTICLE VII--SENIORITY (continued)

Section G (continued)

- (2) The parties recognize the existence of certain classifications in the bargaining unit in which there is only one (1) employee. When reductions are made that affect such one (1) employee positions, the employee in such classification shall be designated for layoff. However, such employee may or may not have bumping rights as set forth in the following paragraph:
- (3) An employee, when designated for layoff, may exercise his/her seniority to replace another less senior employee of the bargaining unit or a less senior employee of Unit II, provided the laid off employee has held the position during his/her employment with the Kalamazoo Public Schools, and provided the employee to be replaced does not have administrative tenure in position.
- (4) Employees who bump a less senior employee of the bargaining unit or a less senior employee of Unit II and employees who are unable to remain in the bargaining unit shall:
 - (a) Be called back in seniority order in their original classification for a position provided the employee had performed satisfactorily in such position.
 - (b) Be called back and/or returned to a position in the unit or in Unit II provided the employee has satisfactorily performed the position since May 9, 1980, or is, in the determination of the School District, capable of performing the work.
 - (c) Notice of recall shall be by certified mail, return receipt requested, mailed to the employee's last known address.
 - (d) The Union shall be given notices of layoffs, recalls, and placement of employees.
 - (e) In all cases, an employee must be qualified to perform the work needed in the classification to which he/she bumps or is recalled under the procedure set forth above.

Section H: Placement in Teaching Positions

This Contract does not waive any right which School Administrators may have had due to promises or alleged promises made to them prior to the date of certification May 8, 1980.

ARTICLE VII--SENIORITY (continued)

Section I: Placement of Excluded Administrators

It is hereby agreed by the parties that an excluded administrator shall have the right to be placed in a bargaining unit classification that he/she has previously held for the Kalamazoo Public Schools provided the employee performed satisfactorily in such position if such administrator is removed or if his/her position is eliminated. The excluded administrator does not have the right to replace a unit member who has administrative tenure in position or more system seniority.

It is further agreed by the parties that an excluded administrator may be reassigned to a bargaining unit position if there are no displaced or laid off unit members that have a prior right to return to such position.

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 Division of Instructional Services 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.

Section C

When schools are closed for inclement weather, ten-month administrators will not be required to report. They shall be required to work the make-up days consistent with the school calendar. Additionally, in the event the Superintendent calls a meeting of administrators or administrators are given specific assignments, 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 five (5) work days before teachers are scheduled to report for service, and the work year shall end four (4) work days after the teachers last scheduled work day. Christmas, spring and mid-winter breaks shall be identical to that for teachers.

ARTICLE VIII--HOURS OF WORK AND WORK YEARS (continued)

Section C (continued)

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 as soon as the SCT computer payroll modifications are in place.
4. The Superintendent shall publish and distribute to all administrators copies of the ten (10) month calendar as soon as it is established.
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 shall receive wages at his/her regular rate for the following holidays: Labor Day, Thanksgiving Day and Memorial Day.
2. A twelve (12) month administrator shall receive wages at his/her 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.

ARTICLE IX
DISCIPLINARY ACTION

Section A

When an administrator's superordinate has a concern regarding a specific aspect of an administrator's performance, he/she shall discuss their concern with the administrator and the administrator shall be given the opportunity to address the area or incident of concern.

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.

ARTICLE IX--DISCIPLINARY ACTION (continued)

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 his/her permission, the Union of the specific reasons for such actions.
2. Has been accorded a meeting at his/her request with the Superintendent and/or his/her 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 in his/her behalf.

ARTICLE X
ADMINISTRATOR RIGHTS AND RESPONSIBILITIES

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 he/she 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

Administrators seeking a new administrative position may be requested or required to participate in the Assessment Program. All other participants would be on a voluntary basis.

Section C: 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 D: Staff Assignments

Building principals are responsible for staff assignments within the building. In accordance with District procedure, the principal will work cooperatively in the determination of staff assignments. Assignments shall be made in accordance with staff collective bargaining agreements.

ARTICLE X--ADMINISTRATOR RIGHTS AND RESPONSIBILITIES (continued)

Section E: Placement

Placement of staff members will be handled cooperatively between Central Administration and building principals. The parties recognize the importance of input, notification, and confidentiality in placement decisions.

Section F: Absences

When a principal who has no assistant determines that he/she will be absent, he/she shall contact a designated excluded administrator.

The District will then first attempt to obtain from a pool of retired principals/administrators a substitute hired by the school system and contacted through the answering service as substitute teachers are contacted.

If no substitute is obtained from the pool, the District shall then contact the previously-designated "Administrator Substitute".

If the excluded administrator determines that the "Administrator Substitute" has another commitment that has priority over substituting, then the District shall assign another administrator as the "Administrator Substitute".

If an Administrator is absent other than vacation for more than ten (10) consecutive days, the Administrator shall be responsible to make a recommendation for his/her 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.

Section G: Parent Complaints

In order to encourage the harmonious and expeditious resolution of parent complaints at the local level, the Board agrees that in the case of a complaint on the part of a citizen regarding an Administrator, or a program or an employee he/she supervises, that such citizen 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 take action on the matter. Furthermore, if the Superintendent or his 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.

Section H (I)

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 inservice

ARTICLE X--ADMINISTRATOR RIGHTS AND RESPONSIBILITIES (continued)

Section H (I) (continued)

sessions describing the budget development process to be used, including key dates for administrator input. Such inservice 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 Director 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 H (II)

The District's purchasing procedure shall include the following:

1. Administrators shall initiate the purchasing process through submission of a general requisition. The request must be charged to the correct account, within budgeted funds, and the requisition must be signed by the administrator with the decision-making authority over the account. In the event that the requisition is not approved for any reason, including but not limited to the above, the Director of Budget and Finance or designee will provide an explanation for lack of approval to the applicable administrator.

ARTICLE X--ADMINISTRATOR RIGHTS AND RESPONSIBILITIES (continued)

Section I: Selection of New Employees

The Board agrees that such affected Administrator shall have the opportunity to have input into the selection of new personnel being considered for employment in his/her building or department. Administrators shall utilize the Employment Recommendation form for the filing of employment recommendations.

Section J: Changing the Number of Staff Assigned to an Administrator's Supervision

If the District changes the number of staff members assigned to an Administrator's supervision, it is agreed to involve the Administrator in the decision-making process prior to finalizing such decisions.

Included in the budget development process, in the development of staffing allocation formulas, in the schedule of key dates for administrator input, shall be a process for timely and meaningful administrator input.

Section K

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.

ARTICLE XI
INSTRUCTIONAL PROGRAM MATTERS

Section A: 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 under normal circumstances be involved in program development and/or changes.

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

The District agrees to provide for the continuing education of its included administrators through a reimbursement of \$50 per successfully completed credit hour from an accredited institution, not to exceed \$300 annually per administrator.

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 he/she 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

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, he/she shall be granted credit for up to one year on the then-existing salary schedule.

In addition, one (1) administrator every other school year shall 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, he/she shall file a written report with the Superintendent. The report shall include the name of institutions attended, course pursued, credits received, experience gained, 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 his 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 and/or his/her designee. Twelve (12) month administrators may request

ARTICLE XIII--VACATION (continued)

Section A (continued)

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.
4. The maximum accumulated vacation days shall be limited to thirty (30).

**ARTICLE XIV
GENERAL**

Section A

The Superintendent, or his/her representatives, and the Union, shall meet at least once a month during the school year 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 five (5) members including the Union president, three (3) members of the bargaining committee and one other officer of the local Union.

Section B

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.

ARTICLE XIV—GENERAL (continued)

Section B (continued)

3. When it becomes necessary to reduce the number of administrative positions, or to restructure existing positions within the bargaining unit, the employer agrees to consult with the union prior to the proposed action to be taken. The purpose of the timely consultation will be to discuss what impact there will be on remaining union positions.

The parties agree that the flexibility in the structure of positions is needed as employment changes occur in the District. These changes may require a reassignment or restructuring of a union position. It is understood that whenever possible or reasonable, an attempt will be made to reconfigure work within the union structure.

The employer and union agree to prior consultation in the event that 10-month positions need to be expanded to 12-month or 12-month positions reduced to 10-month positions.

4. There will be occasion when additional District principal-related work will need to be assigned to unit members. Whenever possible, the District will consult with members before assignments are made. If there are multiple opportunities, the District will attempt to match the member's preference with the work to be completed.

Section C

The Union may use school building facilities for its proper business activities without charge upon approval by the Superintendent's Office.

Section D

A pool of ten (10) professional paid leave days per contract term 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 in general. However, it is understood no administrator will be so released on days involving special conditions which would cause disruption to the School District.

Section E

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 month administrators shall be paid biweekly beginning August 23, 1991. Biweekly pay will remain in force for the life of the contract.

Beginning July of 1988, all twelve-month administrators shall be paid contractual amounts over 26 equal payments that will approximate bi-weekly pay periods.

Pay dates for administrators shall be as follows:

1991-92

Friday, July 12	Friday, January 10
Friday, July 26	Friday, January 24
Friday, August 9	Friday, February 7
Friday, August 23	Friday, February 21
Friday, September 6	Friday, March 6
Friday, September 20	Friday, March 20
Thursday, October 3	Friday, April 3
Friday, October 18	Thursday, April 16
Friday, November 1	Friday, May 1
Friday, November 15	Friday, May 15
Wednesday, November 27	Friday, May 29
Friday, December 13	Friday, June 12
Friday, December 27	Friday, June 26

Paydates for the 1992-93 and 1993-94 school years will be provided as soon as these dates are available.

The summer pay date delays will be delayed in the years 1995, 2000 and 2006. The District will meet with UAW Local #2150 by January 1st of those years to discuss the process which will be used to implement the delays and notify the employees.

Section B: TB Test

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

Section C: Payroll Deductions

Payroll deductions shall be allowed for School Employee's Credit Union, United Way® and for Union dues.

Section D: Tax Shelters and Annuities

Opportunity shall be provided for participation in a tax-sheltered annuity program.

ARTICLE XV--COMPENSATION AND FRINGE BENEFITS (continued)

Section E: Health Insurance

The Board shall provide for each administrator full premium payment for family membership in the MESSA Super MED II Health and Hospitalization Insurance Plan, including the MESSA Care Rider, or a plan comparable to or better than the current plan.

Section F: Long-Term Disability Plan

The School District shall provide a long-term disability plan. Such plan shall provide protection against long-term disability, with the following provisions:

- a. After you have been totally disabled for a continuous period of thirty (30) days or expiration of accumulated sick leave, whichever comes later, the plan pays a monthly benefit of seventy (70%) percent of your basic monthly earnings. This monthly benefit will be reduced by specified income benefits from other sources.
- b. After an administrator has been totally disabled for a continuous period of thirty (30) days or expiration of accumulated sick leave whichever comes later, the administrator will be placed on long-term disability. Upon return from a disability which has exhausted an administrator's accumulated sick leave, the administrator will have 7% of his/her sick leave reinstated. This will be based on the accumulated sick leave days as of the last day of active work before the administrator went on disability. Such an amount shall not be less than 5 days.
- c. Benefit duration continuous to age 70 for disabilities resulting from a sickness or an accident.
- d. Monthly benefit which is payable under this plan shall be reduced by the amount of benefits received through workers' compensation, Social Security or Michigan School Employee's Retirement.
- e. The District shall continue health insurance premium benefits for a totally disabled administrator until health insurance is provided through another sources such as workers' compensation, Social Security or Michigan School Employee's Retirement.

Section G: 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.

ARTICLE XV—COMPENSATION AND FRINGE BENEFITS (continued)

Section H: Life Insurance Company

The School District shall provide a Fifty-Five Thousand (\$55,000) Dollar term-life insurance policy for the Administrator. The beneficiary of said policy shall be designated by the Administrator.

Section I: Vision Coverage

The District shall provide vision care for the bargaining unit. The vision care plan is VSP III.

Section J: Flexible Benefits Plan

If the Board establishes a flexible benefits plan, all Union members may elect to use the premium contributions made by the Board for insurances coverages provided herein to develop an individualized benefits program.

Section K: Travel Allowance

All administrators currently receiving a travel allowance have the option of a continuation of such allowance as long as they hold the position in which they are presently assigned. All other employees shall be compensated in accordance with the Internal Revenue Service (IRA) approved mileage rate as reimbursement for mileage expenses incurred while driving their personal automobile on school business.

Section L: Reimbursement for Property Loss

The Employer shall reimburse an administrator for losses, provided such property is work-related and the loss is suffered during the performance of duty. The Employer shall also reimburse the administrator for any personal property loss resulting from his/her 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.

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 days' 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) year's professional service in the District shall be required for retirement payment.

ARTICLE XV--COMPENSATION AND FRINGE BENEFITS (continued)

Section M: Severance Pay (continued)

2. In the event of the death of an Administrator eligible for retirement payment, the payment shall be made to the beneficiary or estate.

Section N: Sick and Emergency Leave

Each regular full-time administrator shall earn sick leave credit at the rate of one 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.

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 his/her unused paid sick leave credits (to the extent that the same will support such payment) an amount sufficient to make up the difference between what he/she received from the Worker's Compensation Commission and his/her regular salary during such necessary absence.

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 Division of Business Affairs 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: 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 S-55.

ARTICLE XV--COMPENSATION AND FRINGE BENEFITS (continued)

Section P: 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 Q: 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 R

If an administrator is called to active service in a national guard unit or reserve unit during the school year, he/she shall be compensated the difference between the reimbursement received from the United States Government and his/her contractual salary, provided his/her U.S. Government reimbursement is less than his/her contractual salary, for a period not to exceed two (2) weeks per year. 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 S

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.

ARTICLE XVI
REPRESENTATION

Section A

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

ARTICLE XVI--REPRESENTATION (continued)

Section B

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 Directors to whom grievances shall be submitted and will advise the Union in writing of changes as they are made.

Section C

The local Union president or vice president and four (4) committee members at large shall comprise the bargaining committee.

Section D

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 XVII
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 sixty (60) calendar days of the decision.

ARTICLE XVIII
TERMINATION

Section A

This Agreement shall become effective as of the 1st day of July, 1991, and shall remain in full force and effect until the 30th day of June, 1994, and 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.

ARTICLE XVIII—TERMINATION (continued)

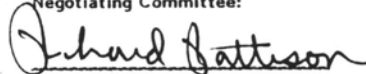
Section A (continued)


IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 19th day of August 1991.

INTERNATIONAL UNION, UNITED
AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA AND ITS TECHNICAL,
OFFICE AND PROFESSIONAL LOCAL
2150 (KALAMAZOO SCHOOL
ADMINISTRATIVE UNITS I AND II)

SCHOOL DISTRICT OF THE
CITY OF KALAMAZOO
COUNTY OF KALAMAZOO

Negotiating Committee:

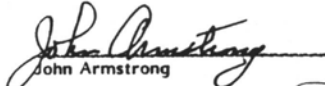

Richard Pattison
President

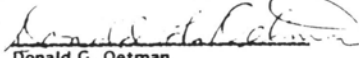

Cynthia Lee

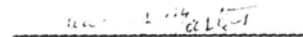

Jim Taylor


Hank Harper

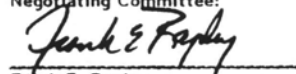

Diane Misner

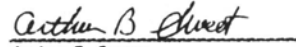

John Armstrong

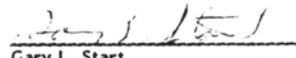

Donald G. Oetman
International Representative—UAW
Chief Negotiator


Paul L. Mastos, Director
Region 1-D—UAW

Negotiating Committee:


Frank E. Rapley
Superintendent of Schools


Arthur B. Sweet
Director, Human Resources


Gary L. Start
Director, Budget and Finance

APPENDIX A
COMPENSATION AND FRINGE BENEFITS

Section A: Compensation

Salary adjustments for 10- and 12-month administrators during the 1991-92 school year shall be based on the salary schedules set forth in Appendix B. Movement on steps is guaranteed only for the life of the 1991-94 contract.

1989-90

Salary schedule and placement were computed in the following manner:

- A. Five percent (5%) increase to certified schedule, 5% increase to non-certified schedule, plus step increases for all administrators on Steps 1 through 6 in 1989-90.
- B. Positions increased in grade in the Arthur Young study shall be moved to the higher grade.
- C. Positions reduced in the Arthur Young study shall be moved to the lower grade with the affected individuals' salary red-lined at their 1988-89 salary until the schedule meets or exceeds their 1988-89 salary. No administrator will have his or her salary reduced due to a reduction in grade to their position by the Arthur Young study.
- D. All administrators shall receive a minimum \$1,000.00 increase for 1989-90. Red-lined administrators who receive less than \$1,000.00 salary increase for 1989-90 will be paid the difference between their salary increase and \$1,000.00 in a lump sum payment the first pay period in December, 1989.
- E. All non-certified administrative positions on Grades 1, 2 and 3 on the 1988-89 schedule shall be moved to Grades C, H, and I respectively on the 1989-90 non-certified schedule, with corresponding placement on step for the affected individuals. Future placement of administrators on the non-certified schedule that results in a reduction in grade to the affected position shall only be made after discussion and consultation with the Union bargaining committee.

The Board will establish a Job Evaluation Committee to review positions in which the duties and responsibilities are permanently and significantly changed, consistent with the guidelines set forth at pages 37 and 38 of the Arthur Young study (see Appendix C). The Job Evaluation Committee shall be in place by May 1, 1990, in time to begin review of positions by July 1, 1990. The Job Evaluation Committee shall review the positions of C.E.Y.F. Principal, Coordinator of Demographics, and Coordinator of Physical Education, Health & Athletics. If any or all of these three administrative positions are returned to their previous classifications, the affected administrators shall receive a lump sum payment equal to the difference between said administrators' current salary and the salary that the administrators would have received but for the District's implementation of the Arthur Young study. The UAW believes the three positions mentioned above were not properly classified in the Arthur Young study. Retroactive payment will be made no later than thirty (30) days from the final decision.

1990-91

- A. Five point one percent (5.1%) increase to certified schedule, 5.1% increase to non-certified schedule, plus step increases for all administrators on Step 1 through 6 in 1989-90.
- B. Advance all Administrators one step on the salary schedule for the 1990-91 school year.
- C. Positions increased in grade in the Arthur Young study shall remain at the higher grade.
- D. Positions reduced in grade in the Arthur Young study shall remain at the lower grade with the affected individuals' salary red-lined at their 1989-90 salary until the schedule meets or exceeds their 1989-90 salary. No administrator will have his or her salary reduced due to a reduction in grade to their position by the Arthur Young study.

1991-92

- A. Six point one four percent (6.14%) increase to certified schedule, 6.14% increase to non-certified schedule, plus step increases for all administrators on Step 1 through 6 in 1991-92.
- B. Advance all Administrators one step on the salary schedule for the 1991-92 school year.

Section B

For the 1991-92 school year, the Board shall continue to pay full premiums for the MESSA Super Care II Health Insurance, Delta Dental, Long Term Disability, Vision and Life Insurance. For the 1992-93 and 1993-94 school years, the Board shall continue to pay full premiums for Delta Dental, Long Term Disability, Vision and Life Insurance. For the 1992-93 and 1993-94 years, the parties agree to the formation of a committee to discuss various alternatives to all present insurance plans.

The Board agrees to pay the first 10% of any premium increases for any of the health insurance plans that may be selected as a result of the committee's selection. If the insurance rate in 1992-93 and for 1993-94 increases by more than 10% each year over 1991-92, Local 2150 members will bear the additional cost.

Section C

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 individual if he or she qualifies pursuant to the aforementioned provision:

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

APPENDIX B
STEP & GRADE AND BASE SALARIES
1990-91 and 1991-92

	1990/91		1991/92	
	Grade /Step	Salary	Grade /Step	Salary
Armstrong, John	5.5	\$48,263	5.6	\$52,417
Baca, Ramon	3.6	\$44,895	3.7	\$48,724
Baroe, Chiquita	5.4	\$47,028	5.5	\$51,226
Bennett, Betty	H.5	\$41,191	H.6	\$44,673
Bevnequi, Pam	3.6	\$44,895	3.7	\$48,724
Brown, John	6.6	\$53,313	6.7	\$57,896
Caldwell, John	7.6	\$67,343	7.7	\$73,026
Chaimers, Pat	5.6	\$49,385	5.7	\$53,489
Clay, Darrell	4.7	\$57,803	4.7	\$61,352
Cotter, Linda	6.6	\$53,313	6.7	\$57,896
Cramer, Gary	5.6	\$49,385	5.7	\$53,489
Czuchna, Carl	6.6	\$53,313	6.7	\$57,896
Dunn, John	G.7	\$49,385	G.7	\$52,417
Eastrom, Christie	6.4	\$50,507	6.5	\$55,157
Fitzgerald, Audrey	4.6	\$47,140	4.7	\$51,106
Flava, Marcia	3.7	\$45,905	3.7	\$48,724
Franklin, Quincey	5.6	\$49,385	5.7	\$53,489
Goodwin, Juanita	6.7	\$54,547	6.7	\$57,896
Gregory, Shirley	6.6	\$53,313	6.7	\$57,896
Grushow, Richard	5.6	\$49,385	5.7	\$53,489
Harper, Henry	6.6	\$53,313	6.7	\$57,896
Horton, Robert	6.4	\$50,507	6.5	\$55,157
Howe, Sandra	5.6	\$49,385	5.7	\$53,489
Jennings, Robert	5.6	\$49,385	5.7	\$53,489
Klein, Ron	5.5	\$48,263	5.6	\$52,417
Lee, Cynthia	5.2	\$44,221	5.3	\$48,485
Lewis, Fletcher	3.7	\$55,109	3.7	\$58,493
Lockett, Sharon	5.6	\$49,385	5.7	\$53,489
Marlow, Edgar	5.7	\$60,497	5.7	\$64,212
McDonald, Kenneth	6.3	\$48,936	6.4	\$53,608
Miller, Doris	3.7	\$45,905	3.7	\$48,724
Miles, Al	3.7	\$45,905	3.7	\$48,724
Misner, Diane	5.4	\$47,028	5.5	\$51,226
O'Brien, Annan	4.4	\$44,782	4.5	\$48,842
O'Donnell, James	7.6	\$67,343	7.7	\$73,026
Pattison, Richard	6.4	\$50,507	6.5	\$55,157
Percuch, James	6.6	\$53,313	6.7	\$57,896
Percy, Deborah	4.4	\$44,782	4.5	\$48,842
Peterson, Karl	H.7	\$51,404	H.7	\$54,560
Powell, Richard	5.5	\$48,263	5.6	\$52,417
Servis, Richard	4.6	\$47,140	4.7	\$51,106
Smith, Deborah	5.6	\$49,385	5.7	\$53,489

APPENDIX B (continued)
 STEP & GRADE AND BASE SALARIES
 1990-91 and 1991-92

	1990/91		1991/92	
	Grade / Step	Salary	Grade / Step	Salary
Spohn, Lillian	G.4	\$46,017	G.5	\$50,272
Stebby, Dale	6.6	\$53,313	6.7	\$57,896
Stevens, John	4.7	\$48,150	4.7	\$51,106
Sweet, Kelli	4.6	\$47,140	4.7	\$51,106
Taylor, James	4.6	\$47,140	4.7	\$51,106
Todd, Nancy	4.5	\$46,017	4.6	\$50,034
VanErkel, Sandra	4.5	\$46,017	4.6	\$50,034
Williams, Chris	I.2	\$47,701	I.3	\$52,417
Wood, Doug	4.4	\$44,782	4.5	\$48,842
Wroblewski, Carol Ann	4.2	\$41,977	4.3	\$46,103
Yanger, Karon	4.7	\$57,803	4.7	\$61,352
Young, Curtis	4.6	\$47,140	4.7	\$51,106
Young, Dorothy	6.6	\$53,313	6.7	\$57,896

Salaries of four (4) UAW members not included in this table; will be provided as soon as available.

ADMINISTRATOR'S SALARY SCHEDULE
(CERTIFIED)
10-MONTH
1991-92

GRADE	1	2	3	4	5	6	7
7	51226	53132	54918	56586	58135	59565	60876
6	48247	50153	51941	53608	55157	56586	57896
5	45269	46936	48485	49916	51226	52417	53489
4	42886	44554	46103	47532	48842	50034	51106
3	40504	42172	43720	45151	46460	47652	48724
2	38717	40146	41457	42648	43720	44673	45508
1	36930	38359	39670	40861	41934	42886	43720

ADMINISTRATOR'S SALARY SCHEDULE
(CERTIFIED)
12-MONTH
1991-92

GRADE	1	2	3	4	5	6	7
7	61470	63734	65878	67903	69810	71478	73026
6	57896	60161	62304	64329	66237	67903	69453
5	54322	56348	58135	59921	61470	62901	64212
4	51464	53489	55277	57063	58612	60041	61352
3	48605	50630	52417	54204	55752	57182	58493
2	46460	48128	49796	51226	52417	53608	54560
1	44317	45984	47652	48842	50272	51464	52417

ADMINISTRATOR'S SALARY SCHEDULE
(NON-CERTIFIED)
10-MONTH
1991-92

GRADE	1	2	3	4	5	6	7
I	40504	42172	43720	45151	46460	47652	48724
H	38717	40146	41457	42648	43720	44673	45508
G	36930	38359	39670	40861	41934	42886	43720
F	34002	35431	36741	37932	39005	39959	40792
E	31074	32502	33813	35005	36077	37030	37863
D	28731	30160	31471	32661	33734	34688	35521
C	26389	27817	29128	30319	31392	32344	33178
B	24046	25475	26785	27976	29049	30002	30836
A	21704	23132	24443	25634	26707	27659	28493

ADMINISTRATOR'S SALARY SCHEDULE
(NON-CERTIFIED)
12-MONTH
1991-92

GRADE	1	2	3	4	5	6	7
I	48605	50630	52417	54204	55752	57182	58493
H	46460	48128	49796	51226	52417	53608	54560
G	44317	45984	47652	48842	50272	51464	52417
F	40802	42518	44091	45519	46807	47950	48950
E	37289	39003	40576	42006	43292	44436	45436
D	34477	36193	37766	39194	40482	41625	42625
C	31666	33381	34954	36383	37670	38813	39814
B	28855	30570	32143	33572	34860	36003	37003
A	26044	27759	29332	30760	32048	33191	34192

APPENDIX C



Kalamazoo Public Schools

A Compensation Study of
Executive and Administrative Jobs

Final Report

June 1988

 **Arthur Young**

Human Resources Consulting Group

10. Lateral Transfers

When necessary, KPS may change an employee or group 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 employee(s) is transferred to a position of equal value or worth, he or she will maintain their existing rate of pay.

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

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

However

- o "Red Circle" the incumbent's salary for a maximum of two 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.

11. 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:

- o The responsible immediate supervisor should request the Human Resources Division for a position re-evaluation, documenting completely the reasons for a position re-evaluation.
- o 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 Division 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.

- o The Job Evaluation Committee shall meet at least annually for the purpose of considering such requests, on dates published well in advance.
- o Should the Human Resources Division and/or Committee determine that a reclassification is appropriate, it is forwarded to the Superintendent for action.

12. 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 employee'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 employee's salary is above the maximum of the new grade, the following guideline should apply:

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



KALAMAZOO PUBLIC SCHOOLS
1220 HOWARD STREET
KALAMAZOO, MI 49008
(616) 384-0100

Human Resources Department

(616) 384-0177

LETTER OF UNDERSTANDING

TO: Jack Blanke
DATE: October 2, 1985
SUBJECT: Junior High School Staffing - Assistant Principal

During the course of negotiations, much discussions centered on retaining at least one full-time assistant principal at each junior high school. The rationale presented by the Union reflects a mutual concern for adequate administrative support in buildings with expanded curriculum offerings and a student body continually testing the patience and limits of adult supervision. Consistent with this concern, both parties agree that the past three-year pattern of assistant principal staffing for junior high school should set a framework for discussions when additional staff is requested by the building principal.

Mahlon L. Lantz, Director
Human Resources Department

A. H. Greer, Assistant Director
Human Resources Department

/baw



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KALAMAZOO, MI 49008
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LETTER OF UNDERSTANDING

TO: Jack Blanke
DATE: October 14, 1985
SUBJECT: Staff Placement

During the course of negotiations, you expressed concern about principals having a full opportunity for input, notification, and confidentiality in placement decisions and providing overlap time. This Administration recognizes that the continual support from its administrative staff is contingent upon a clearly identifiable reciprocal arrangement. Further, this Administration has every intention to work cooperatively with building principals in determining staff assignments; and when possible and prudent, the principal shall be given the opportunity to interview prospective candidates. You also expressed concern of having sufficient overlap for training of a replacement staff member when vacancies result from staff transfers.

To reduce your concern and develop a realistic solution to such problems, the Administration shall convene a panel of principals and coordinators, UAW bargaining team representatives, and executive administrators to develop a procedure to aid the implementation of our transfer policy with appropriate input from teachers and parents. We anticipate such a procedure will be implemented not later than March 15, 1986.

Mahlon L. Lantz, Director
Human Resources Department

A. H. Greer, Assistant Director
Human Resources Department

baw



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LETTER OF UNDERSTANDING

TO: Jack Blanke
DATE: March 13, 1986
SUBJECT: Retirement Plan

Consistent with Local 2150's November 15, 1985, Economic Salary Proposal, the Board of Education and UAW Local 2150 agree to cooperate in developing a qualified or non-qualified retirement plan which will allow the administrators to shelter lump sum payments.

The intent of this language is to shelter employee lump sum payments at retirement time. In addition, the employer will pay only the administration cost of this type of plan or plans.

Mahlon L. Lantz, Director
Human Resources Department

A. H. Greer, Assistant Director
Human Resources Department

/baw



KPS

Human Resources Department

KALAMAZOO PUBLIC SCHOOLS
1220 HOWARD STREET
KALAMAZOO, MI 49008
(616) 384-0100

(616) 384-0177

LETTER OF UNDERSTANDING


TO: Jack Blanke
DATE: April 2, 1986
SUBJ: Administrator Retirement Law

Consistent with our discussions on March 26 regarding a retirement plan for KPS administrators, the parties have agreed to accept a Tax Deferred Plan commonly referred to as 403B. The parties further agree that such a plan meets the needs of administrators retiring this year, and the approval of a plan to meet the needs of future retirees will depend on projected legislative action and/or tax revisions.

We believe such questions concerning the longevity of the 403B Plan for future retirees will be answered in early 1987 and, therefore, have agreed to meet within eight weeks following the clarifications of the 403B Plan to develop, if necessary, an acceptable alternative.

Sincerely,


Neilson L. Lantz, Director
Human Resources Department


A. H. Greer, Assistant Director
Human Resources Department

/baw



KALAMAZOO PUBLIC SCHOOLS
1220 HOWARD STREET
KALAMAZOO, MI 49008

LETTER OF UNDERSTANDING

TO: Leonella M. Jameson, President
UAW Local 2150
DATE: September 23, 1987
RE: Compensation - Classification Study

The Board will pay the full cost of a compensation-classification study to be performed by a third party. The Union shall have two representatives on the Study Committee. These representatives are to 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 employee shall receive a decrease in salary due to the reclassification. All employees receiving an increase in base salary in furtherance of such study shall receive such increase retroactive to July 1, 1987.

Frank E. Rapley
Superintendent
Kalamazoo Public Schools

Richard D. Fries
Attorney/Chief Negotiator
Kalamazoo Public Schools

13/112087



Kalamazoo Public Schools
 1220 Howard Street
 Kalamazoo, Michigan 49008
 (616) 384-0105

Office of Contract Administration

Terry Dorcy,

December 8, 1988

Mrs. Leonella Jameson, President
 UAW
 Kalamazoo Public Schools

Dear Mrs. Jameson:

The parties are in agreement to follow the chart shown below for Christmas and New Year's holiday observances.

12-MONTH UAW EMPLOYEES
 END-OF-YEAR HOLIDAY SCHEDULE

When Christmas
 & New Year's
 Fall On

KPS Observes Holiday On

	<u>SUN</u>	<u>MON</u>	<u>TUES</u>	<u>WED</u>	<u>THURS</u>	<u>FRI</u>	<u>SAT</u>
Sunday	X	D				E	X
Monday	X	D				E	X
Tuesday	X	E	D				X
Wednesday	X		E	D			X
Thursday	X			E	D		X
Friday	X				E	D	X
Saturday	X				E	D	X

D Christmas day and New Year's day

E Christmas eve and New Year's eve

X Weekends

Sincerely,

Terry Dorcy
 Contract Administrator

