

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, 2009 to JUNE 30, 2010

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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 the UAW within thirty (30) days after this Agreement is signed and presented to all administrators now employed, or hereafter employed. An additional fifty (50) copies will be provided to the Union for its use. The costs for said copies shall be paid for by the School District with the understanding that the costs will constitute a savings or at least be competitive with KRESA.

ARTICLE III NON-DISCRIMINATION AND FAIR EMPLOYMENT PRACTICES

Section A

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

Section B

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

Section B: Check-Off

1. During the life of this Agreement and in accordance with the terms of the Authorization Form shared with the District during previous negotiations and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct the Union membership dues levied in accordance with the Constitution of the International Union, or a service fee equal to the amount of Union dues, from the pay of each administrator who, as of the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, has a currently executed Authorization Form agreed to by the Union and the Employer on file with the Employer. The Union's Financial Officer shall submit to the Employer's Payroll Department written certification for the amount of dues/service fees to be deducted pursuant to the provisions of this Article.

2. Administrators may have monthly membership dues, or service fees deducted from their earnings by signing the Authorization Form, or they may pay dues or fees directly to the Union.

3. A properly executed copy of such Authorization Form for each administrator for whom the Union membership dues or service fees are to be deducted hereunder shall be delivered, by the Union, to the Employer before any payroll deductions shall be made. Deductions shall be made thereafter only under the Authorization Forms which have been properly executed and are in effect. Any Authorization Form which is incomplete or in error will be returned to the Union's Financial Officer by the Employer.

4. Check-off deductions under all properly executed Authorization Forms shall become effective at the time the application is returned to the Employer and if received on or before the fifteenth (15th) day of the month, preceding the month in which a deduction is to be made, shall be deducted from the first (1st) part of such month, and monthly thereafter.

5. In the cases where a deduction is made that duplicates a payment that an administrator already has made to the Union, or where a deduction is not in conformity with the provisions of the Constitution of the International Union, refunds to the administrator will be made by the Union.

6. All sums deducted by the Employer shall be remitted to the Union's Financial Officer once each month within ten (10) calendar days following the payday in which deductions were made together with a list which identifies current administrators for whom Union dues or service fees have been deducted, the amount deducted from the pay of each administrator, and any administrators who have terminated their Check-off Authorization during the previous month. Administrators may terminate such Check-off only in accordance with the terms and conditions set forth in the Authorization Form agreed to by the Union and the Employer.

Section E: Disputes

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

Section F

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

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

ARTICLE V BOARD AUTHORITY

Section A

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

Section B: Administrator Evaluation

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

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

1. The formal evaluation process shall at minimum consist of:
 - a. An initial conference between the evaluatee and evaluator;
 - b. A second mid-year conference held at a date and time to be mutually agreed by evaluator and evaluatee. If an evaluatee is rated unsatisfactory in the mid-year conference, written suggestions for improvement shall be provided by the evaluator and a plan for improvement shall be developed by the evaluator following consultation with the evaluatee.

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 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 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

ARTICLE VII
SENIORITY

Section A: Definition of Seniority

1. An administrator in the bargaining unit on the active rolls at the date of Union's certification (May 9, 1980) shall have seniority dating from date of hire into the School District.

2. Any administrator who newly enters the bargaining unit thereafter shall have seniority from the last date of continuous assignment as an administrator.

3. A master list showing the seniority of each administrator shall be maintained up-to-date. The local Union shall be given a revised copy of the master list upon request.

4. The School District will provide the local Union a list of names and addresses of their membership upon request of the Union.

Section B: Affirmative Action

The parties are committed to the goals and principles of affirmative action as established by state and federal statutes, regulations and guidelines; as established by the federal courts; and as established by the Board of Education (Personnel Policy Section 6, Subject GBA Affirmative Action adopted July 10, 1991.) It is understood by the parties to this Agreement that such goals and principles shall be considered in the decision-making process affected by this Article in that such goals and principles may be a determining factor in individual decisions made pursuant to such Article.

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.

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 G, subparagraph 4.
- (c) 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.
- (d) 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

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 is more than one (1) administrator. (An example of such classification is that of elementary principal. Other examples would be the Coordinator of Site-Based School Improvement, Coordinator of Science & Math, Coordinator of Professional Development & Mentoring and Coordinator of Literacy)
- (l) 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.

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 9, 1980.

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 the administrator previously held for the Kalamazoo Public Schools provided the administrator performed satisfactorily in such position if such administrator is removed or if the 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 who have a prior right to return to such position.

Section J: Mentees

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

ARTICLE VIII
HOURS OF WORK AND WORK YEARS

Section A

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

Section B

Meetings of elementary and secondary principals with the members of the Executive Leadership Group and all meetings of administrators called by the Superintendent, or designee, shall be conducted during regular working hours, or after such hours if the urgency of business requires a meeting.

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

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

ARTICLE IX DISCIPLINARY ACTION

Section A

When an administrator's super ordinate 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.

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: Reduction/Restructuring of Administrative Positions

1. 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.
2. 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.
3. The employer and Union agree to prior consultation in the event that ten (10) month positions need to be expanded to twelve (12) month or twelve (12) month positions reduced to ten (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 F: Grievance Resolution

A grievance committee composed of 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.

Section G: 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.

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.

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.

Section K: 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 the administrator 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 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.

Section L: 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 inservice 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 Assistant Superintendent of Budget and Finance or appropriate designee for any such adjustments to the administrator's budget.

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 P: 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 Q. Staffing.

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

ARTICLE XI
INSTRUCTIONAL PROGRAM MATTERS

Section A: Academy Schools

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

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

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

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

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

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

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

ARTICLE XIII VACATION

Section A

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

1. Vacation days shall be allotted evenly over a ten-month period, July through April.
2. All twelve (12) month administrators shall receive twenty (20) vacation days per contractual year.

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).

Section B: End of the Year Holiday Schedule

When Christmas & New Year Fall on	KPS Observes Holidays on (holidays and weekends "X")							No. of Holidays Christmas&NewYear
	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	
Sunday	X					X	X	2
Monday	X	X				X	X	4
Tuesday	X	X					X	4
Wednesday	X	X		X			X	6
Thursday	X			X	X	X	X	6
Friday	X				X	X	X	4
Saturday						X	X	2
							TOTAL	28
							AVERAGE	4

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.

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

The Board shall provide for each administrator MESSA PAK Choices II PPO \$5/10 drug card, no deductible, \$5/10/25 Office Visit; and Adult Immunization.

Eligible bargaining unit members may select the existing Super Care I-Revised plan by completing a payroll deduction form to pay the following amounts each month, beginning December 2009, as applicable: single at 52.89 per month; double at 119.01 per month; family at 132.23 per month (the "buy up" cost). The payroll deduction will be made on a pre-tax basis pursuant to section 125 of the Internal Revenue Code. Payroll deductions will begin with the first payroll following December 1, 2009. If a member does not timely select Super Care I-Revised and authorize the payroll deduction, the member shall receive Choices II PPO as described above.

Section J: Vision Coverage

The District shall provide VSP 2 Silver vision care for the bargaining unit.

Section K: Travel Allowance

Administrators who utilize their automobiles for School District business shall receive a monthly travel allowance. Effective July 1, 1994, administrators shall receive a ten (\$10) dollar per month increase in their current monthly mileage reimbursement. 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.

In order to ensure equity in monthly mileage reimbursement rates, a committee of three (3) representatives selected by UAW and three (3) representatives selected by the Superintendent shall convene by November 30, 1994, to recommend mileage rates for all UAW administrators. Such recommendations shall be acted upon by December 30, 1994. As a result of the study, in no case shall an administrator receive a monthly mileage reimbursement which is less than the monthly reimbursement which the administrator receives as of July 1, 1994.

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.

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. SEE APPENDIX B. Nothing in this agreement will limit the right of the contract.

Section P: Personal Leave

Each administrator shall be granted two (2) working days leave with pay each working year for personal business provided they secure prior approval of their immediate Supervisor. Administrators may be granted additional personal business leave days pursuant to the past practice of the parties which includes the submission of Form S-55-A.

Section Q: Funeral Leave

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

Section R: Encouragement and Support of Administrators

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

Section S

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

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 request the Human Resources Department for a position re-evaluation, documenting completely the reasons for a position re-evaluation.
- (b) The position incumbent or representative position incumbent and the incumbent's immediate supervisor may be asked to explain or document the position's job duties and responsibilities for the appropriate Human Resources Department staff, if necessary. When Human Resources has reviewed the position and formulated a decision based upon all relevant information, the responsible immediate supervisor shall be notified of the results.

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

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

4. Job Re-Evaluation and Reclassification Salary Increases

Should an existing position be reclassified to a higher grade, a salary increase should be administered with the same guidelines as a promotion.

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

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

ARTICLE XVI
ENROLLMENT BONUS

If following the September 2009 student count, the blended enrollment figure is 11,975 or more, then an additional off schedule payment will be calculated retroactive to the start of the school year based on the blended enrollment and each bargain unit member's base pay according to the following table:

	Blended Enrollment	Enrollment Bonus
1	11,975 to 12,149	0.25%
2	12,150 to 12,324	0.50%
3	12,325 or more	0.75%

The applicable amount will be paid no later than the third paycheck following the enrollment audit.

ARTICLE XVII
REPRESENTATION

Section A

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

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

Section B

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

Section C

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed this 23rd day of October, 2009.

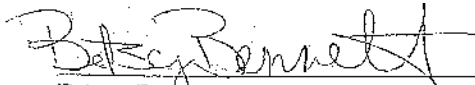
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AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA AND ITS TECHNICAL,
OFFICE AND PROFESSIONAL LOCAL

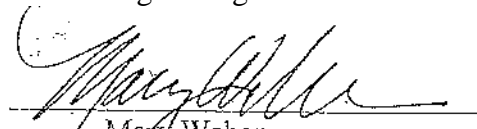
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ADMINISTRATIVE UNITS I AND II)

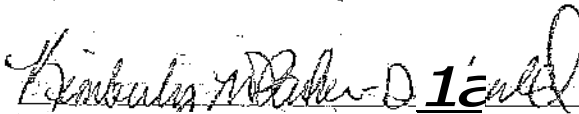
SCHOOL DISTRICT OF
THE
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COUNTY OF
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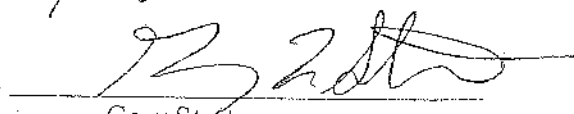
Negotiating Committee:
Donald Oetman, Director, UAW Region 1D

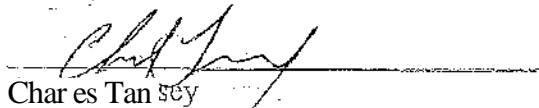
Negotiating Committee:

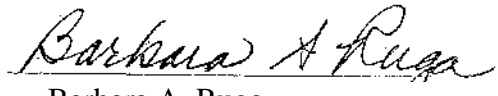

Betsy Bennett, UAW Representative


Mary Weber

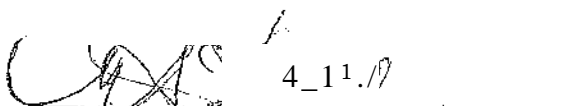

Kim Evauld, President

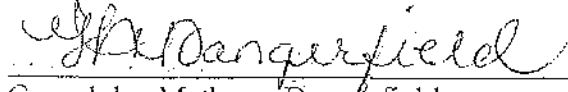

Gary Staff

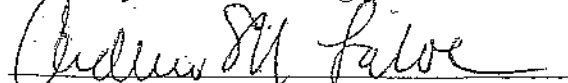

Charles Tansey

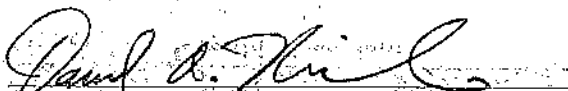

Barbara A. Ruga,
CLARK HILL, PLC

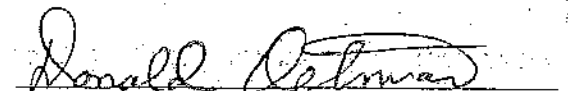
Charles Pearson


Mark Hill


Gwendolyn Mathews Dangerfield


Andrew Laboe


David Nivala


Donald Oetman

APPENDIX A WAGE SCHEDULE (cont.)

UAW Salary Schedule
For Determining 2009/2010 Step Increases

CERTIFIED					
<u>Grade</u>	<u>Bottom</u>	<u>First Quarter Max</u>	<u>Second Quarter Max</u>	<u>Third Quarter Max</u>	<u>Top</u>
Certified 10 Month					
Step inc. %		4.50%	3.25%	1.75%	0.50%
6+20	\$85,266	\$89,529	\$93,791	\$98,054	\$102,316
5+20	\$80,001	\$83,633	\$87,265	\$90,898	\$ 94,530
4+20	\$75,793	\$79,424	\$83,056	\$86,687	\$ 90,319
7	\$82,338	\$86,216	\$90,093	\$93,971	\$ 97,849
6	\$77,550	\$81,427	\$85,303	\$89,180	\$ 93,057
5	\$72,761	\$76,064	\$79,367	\$82,671	\$ 85,974
4	\$68,934	\$72,237	\$75,540	\$78,843	\$ 82,146
3	\$65,103	\$68,406	\$71,709	\$75,012	\$ 78,314
2	\$62,232	\$64,960	\$67,689	\$70,418	\$ 73,147
1	\$59,360	\$62,087	\$64,815	\$67,543	\$ 70,271
Certified 12 Month					
Step inc. %		4.50%	3.25%	1.75%	0.50%
7	\$96,867	\$101,420	\$105,973	\$110,526	\$115,079
6	\$91,234	\$95,787	\$100,341	\$104,894	\$109,447
5	\$85,605	\$89,501	\$ 93,397	\$ 97,293	\$101,189
4	\$81,100	\$84,995	\$ 88,890	\$ 92,786	\$ 96,681
3	\$76,595	\$80,491	\$ 84,386	\$ 88,282	\$ 92,178
2	\$73,213	\$76,404	\$ 79,596	\$ 82,787	\$ 85,979
1	\$69,837	\$73,027	\$ 76,218	\$ 79,409	\$ 82,599

APPENDIX A WAGE SCHEDULE (cont.)

Instructions for Using the UAW Salary Conversion Chart

Step 1: Record your salary for the previous year _____

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

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

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

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

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

$$\begin{array}{r} \text{_____} \\ \text{(Previous Year Salary)} \end{array} \quad \begin{array}{r} \text{_____} \\ \text{(Percent Multiplier)} \end{array} \quad \begin{array}{r} \text{_____} \\ \text{(Amount of Increase)} \end{array}$$

$$\begin{array}{r} \text{_____} \\ \text{(Previous Year Salary)} \end{array} + \$ \begin{array}{r} \text{_____} \\ \text{(Amount of Increase)} \end{array} = \$ \begin{array}{r} \text{_____} \\ \text{(New Salary, without Adjustment)} \end{array}$$

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

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. 2

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

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

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

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

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

UAW LOCAL 2150

UNITS I AND II

SCHOOL DISTRICT OF
THE
CITY OF KALAMAZOO,
COUNTY OF KALAMAZOO

By: _____/s/ William Webster

By: _____/s/ John G. Manske

LETTER OF AGREEMENT No. 4

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

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

UAW LOCAL 2150

KALAMAZOO PUBLIC SCHOOLS

By: /s/ William Webster
William Webster

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

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

1. Statement of Need for Consultation.

Once the Union or the Administration delivers the Statement of Need for Consultation, a consultation meeting shall be scheduled within ninety-six (96) hours unless both parties agree otherwise.

2. Once meeting has been conducted, the party responding to the call for said meeting shall respond in writing within ninety-six (96) hours.

3. When the consult was requested by the Administration, a summary of the Administration's reaction to the Union's input shall be delivered to the Union President within ninety-six (96) hours of the receipt of the response in No. 2.

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

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

UAW 2150

KALAMAZOO PUBLIC SCHOOLS

By: /s/ Merry Smith
Merry Smith

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

LETTER OF AGREEMENT No. 8

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

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

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

Upon retirement: Each employee's Severance, Early Announcement Bonus, Retirement Payment, and Accrued Vacation Payout made in the year following retirement shall be deposited by the employer into a 403(b) plan sponsored by AIG Retirement KPS' 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. 10

Re: 10 mo. plus 20 days administrators

For the 09-10 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, Director, I-D

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

Date: May 1, 2009

Date: May 1, 2009

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