

AGREEMENT

Between

KENT COUNTY INTERMEDIATE SCHOOL
DISTRICT

And

KIEA- CTE Specialists/KCEA/MEA/NEA

September 1, 2021 – August 31, 2024

Kent Intermediate School District
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ARTICLE I

PURPOSE AND INTENT

A. Objective

The Board and the Association recognize: That their joint objective is to provide a quality education to the students of the School District, and that the quality of education provided depends upon the dedication, preparation, and morale of the support staff and upon the effectiveness and efficiency of the administration to maintain a desirable educational atmosphere.

B. Relations

Being engaged in a mutual endeavor in the public interest, the Board and the Association encourage fair and harmonious relations between their respective representatives at all levels.

C. Legal Reference and Agreement

In the above spirit and pursuant to the requirements of Act 379 of the Michigan Public Acts of 1965, the Board and the Association herein set forth their Agreement with respect to rates of pay, wages, hours and other terms and conditions of employment of all individuals included in the bargaining unit as defined in Article II insofar as such matters are not controlled by applicable Michigan laws, such laws, superseding anything which may be contained herein.

ARTICLE II

RECOGNITION

A. Bargaining Representative

1. The Board hereby recognizes the Kent County Education Association/MEA/NEA as the exclusive bargaining representative for the Kent Intermediate Education Association, as defined in Section II of Act 379 of the Michigan Public Acts of 1965, for support personnel employed by the Board in the areas of Special Education and Career and Technical Education, including:
 - a. Career Technical Education Specialists (CTE Specialists)/Interpreters
 - b. Job Skills Trainers
 - c. Vocational Assessment Technicians

but excluding all supervisory, administrative, Business & Community Resources Network Coordinators, teaching/professional, clerical, custodial and maintenance personnel and all persons employed by the Board in any other area.

2. The term "bargaining unit member" when used hereinafter in this Agreement shall refer solely to those bargaining unit members represented by the Association in the bargaining unit defined in A.1. above.
3. The term "Board" shall include its officers and agents, including the Superintendent and his designees.

B. Negotiations

The Board agrees not to negotiate with any organization other than that designated above as the bargaining representative of the bargaining unit members covered under Paragraph A.1. above.

ARTICLE III

BOARD RIGHTS AND RESPONSIBILITIES

A. Board Rights

The Board, in its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To execute management and administrative control of the school system and its properties and facilities and the activities of its bargaining unit members;
2. To hire all bargaining unit members, and subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; to reduce the number of bargaining unit members employed; and to promote and transfer all such bargaining unit members;
3. To determine the hours of instruction, curriculum, and the duties, responsibilities, and assignments of bargaining unit members with respect thereto.

B. Terms of Agreement

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by and subject to the specific and express terms of this Agreement.

1. The Employer will honor (will not violate) all bargaining unit members' legal rights and privileges.
2. Changes in the Board policy will be disseminated in the current manner. Changes will be forwarded to the Association president and secretary.
3. Outlook will be used to inform Kent ISD staff of changes to Board policies. Staff will be directed to "<https://intranet.kentisd.org>" for new and updated policies.

ARTICLE IV

ASSOCIATION PRIVILEGES

A. Membership Rights

The Board agrees that it will not discriminate against any bargaining unit member with respect to hours, wages, terms or conditions of employment because of membership in the Association or participation in any activities of the Association.

B. Statutory Rights

The Association, on its own and its individual members' behalf, retains and reserves without limitations all powers, rights, authority, duties and responsibilities, if any, conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States.

C. Building Use

1. The Board agrees that the Association may use the District's building and utilities at any reasonable time with the prior approval of the Superintendent for the purpose of holding meetings of the Association or conducting Association business.
2. The Association may use the equipment (copying machines, typewriters, audio visual equipment and computers) within the buildings when such equipment is not otherwise in use, provided that the Board may request reimbursement for the cost of supplies used and any equipment damages due to negligence. The Association may also have the use of telephones for local calls.
3. Existing bulletin board space shall be made available to the Association to post notices of a non-political nature. The Association shall be allowed to distribute materials provided the building administrator is kept informed of the Association member(s) designated the responsibility for such distribution.

D. Information

The Board agrees to furnish to the Association, in response to reasonable requests, public information when available to the Board, in the form in which it is kept, concerning the financial resources of the District, tentative budgetary requirements and appropriations and such other public information in the possession of the Board as may assist the Association in developing accurate and constructive programs on behalf of the bargaining unit members covered under this Agreement or which may be necessary for the Association to process any grievance or complaint.

E. Recognition at Board Meetings

The Board agrees that a bargaining unit member, so designated by the Association, will be recognized at a regular Board Meeting so long as prior arrangements have been made with the Superintendent.

F. Agency Shop

The Parties recognize that being a dues paying member of the Association is voluntary. Those bargaining unit members electing to pay dues will do so directly to the Association.

H. Association Business/Leave

1. The Board agrees that it may be necessary for officers or agents of the Local Association to conduct Association business during working hours. This will be allowed subject to the following provisions:

- a. A maximum of seven (7) Association leave days will be allowed per school year for KIEA use with no deduction in pay pursuant to all applicable cost reimbursement requirements.

An additional six (6) work days total may be requested by the bargaining unit members to attend the annual MEA Conference. Each member may request no more than two (2) days for conference attendance.

- b. Prior authorization from the Administration must be obtained. Requests for Association leave will be submitted in writing five (5) workdays in advance through the immediate supervisor. All requests must be signed by the Association President and Associate Superintendent of Human Resources & Legal Services. The request will state the date(s) to be absent, the person(s) requesting use of Association leave, the length of time the Association leave will require absence from the job.
- c. Unused days are not cumulative and may not be used in another contract year.
- d. No one individual will be absent from a classroom/student caseload assignment more than five (5) work days per school year while on Association leave.
- e. Association days shall not be used during scheduled conference times, open house meetings, orientation/in-service days, or immediately before or after holiday and vacation periods.
- f. Persons who are not bargaining unit members of the Board shall obtain prior approval of the Superintendent or his representative before conducting any Association business during the normal

working hours of the bargaining unit member. Such approval shall not be unreasonably withheld.

2. Released time for Association Meetings. The Association shall have the right to schedule two (2) membership meetings per year during the workday. All bargaining unit members scheduled to work at such time shall be released with pay for attendance at such meeting(s). Said meetings shall be no longer than 1 ½ hours at any one time, shall be scheduled at a time to minimize disruption, and shall be arranged at least five (5) days in advance.
3. No one individual will be absent from the classroom/student case load assignment more than five (5) work days per school year while on association leave.

ARTICLE V

GRIEVANCE PROCEDURE

A. Grievance Defined

1. For the purpose of this Agreement, a grievance is defined as any claim or complaint by a bargaining unit member or by the Association that there has been a violation, misinterpretation, or misapplication of a specific provision of the Agreement.
2. An “aggrieved bargaining unit member” is the bargaining unit member or bargaining unit members who is/are employed by the Board.
3. Any such grievance shall be processed as hereinafter provided.

B. Purpose

1. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure.
2. Nothing herein shall prohibit any aggrieved bargaining unit member from discussing his/her grievance informally with any member of the administration.
3. Administration will evidence good faith efforts at resolving said grievance; the aggrieved bargaining unit member will evidence good faith efforts in his/her pursuit of the grievance.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the time limits referred to in this procedure are maximums. Time limits may be extended only by the written agreement of the Board and the Association. All time limits are calendar days, excluding Saturdays, Sundays, scheduled Christmas and spring vacation periods, and legal holidays when the KISD Administration Office is closed.

D. Level 1 (Verbal)

An aggrieved shall, within ten (10) days after the facts giving rise to the grievance have first occurred, or when the alleged grievance first became known, discuss the grievance, either alone or with an Association representative, with their immediate supervisor, specifically identifying the discussion as being a Level 1 grievance matter. The minutes of this meeting shall be prepared and distributed to both parties by the immediate supervisor.

E. Level 2 (Immediate Supervisor)

In the event the grievance is not resolved within ten (10) days of the Level 1 discussion, the grievance may be reduced to writing using the Official Grievance Form, stating the facts giving rise to the grievance and identifying the provisions of this Agreement which have been violated, stating how it believes the Agreement had been violated, relief sought, signed by the aggrieved, and delivered to the aggrieved's immediate supervisor. The written grievance shall be delivered no later than 3:30 p.m. on the 16th day following the first occurrence of the facts giving rise to the grievance.

Within ten (10) work days of receiving the written grievance form, the aggrieved bargaining unit member and the immediate supervisor (together with the appropriate Director, if the Director is not the bargaining unit member's immediate supervisor) and a representative of the Association shall meet to discuss the matter in an effort to resolve it.

The immediate supervisor shall provide a written response to the aggrieved within five (5) days of the grievance meeting.

F. Level 3 (Superintendent)

If the grievance is not resolved at Level 2, the aggrieved may, within five (5) days from the immediate supervisor's response or the date such response was due, or whichever is shorter, deliver the grievance to the office of the Superintendent.

The Superintendent or designee shall, within ten (10) days from the receipt of the grievance, meet with the aggrieved and, if requested by the aggrieved or the Association, an Association representative. The Superintendent or designee shall provide a written response to the aggrieved and the Association within five (5) days from the Level 3 meeting.

Grievances claiming a violation of Association Rights may be filed at Level 3 by an Association representative. Such grievances shall be filed within the Level 1 time limits and shall be in writing the same as at Level 2.

G. Level 4 (Mediation)

If the grievance is not resolved at Level 3, the Association and the aggrieved may, within ten (10) days from the final decision of the Superintendent or the date such was due, whichever is shorter, submit the grievance to mediation. The resolution of such grievance shall be mediated by the parties through the interest-based dispute resolution process. The process will be reduced to writing and added as Appendix E. of this Agreement. Grievances that are not satisfactorily resolved through this process shall be submitted to Level 5, Arbitration, only after the interest-based resolution process has been fully exhausted.

H. Level 5 (Arbitration)

If the grievance is not resolved at Level 4, the Association and the Aggrieved may, within ten (10) days from the final decision or the date such decision was due, whichever is shorter, submit the grievance to a mutually satisfactory arbitrator under and in accordance with the rules of the American Arbitration Association. The dismissal of a probationary bargaining unit member shall not be arbitrable.

I. Power of the Arbitrator

The arbitrator shall have the power and authority as set forth herein to resolve such grievance.

1. It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the question submitted to him.
2. Further, it is agreed that the arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement; nor shall the arbitrator substitute his discretion for that of the Board or the Association where such discretion has been retained by the Board or the Association under Article III or IV, respectively; nor shall the arbitrator exercise any responsibility or function of the Board or of the Association.
3. The decision of the arbitrator shall be final and binding on both parties.

J. Fees and Expenses

1. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.
2. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

K. Retroactivity

No decision in any case shall require a retroactive adjustment in any other case.

L. General Provisions

1. It is expressly understood that the grievance procedure shall not apply to any matter for which a statute or regulation provides a procedure for obtaining relief.
2. In the event a grievance is raised after May 1 of any school year, the Board, the Association, and the aggrieved shall use their best efforts to process the grievance before the end of the school year.

3. Any grievance not advanced to the next step by the aggrieved in accordance with this Article shall be deemed resolved on the basis of the last response, or if no response has been given, shall be deemed to have been abandoned.
4. Only one grievance shall be presented to an arbitrator in any one hearing unless the parties mutually agree to combine grievances for the same arbitrator.
5. Awards for back pay shall be limited to one pay period prior to the first filing in writing of the grievance. (Exception: Any error in individual contract compensation shall be limited to the current fiscal year.)
6. The time and date of receipt of all grievance documents shall be placed on the documents and shall be initialed or signed by the person receiving the documents. For timeline purposes, official delivery of grievance documents will be receipted by the Local Association President or Grievant for the Association, and by the Assistant Superintendent for Human Resources & Legal Services or Superintendent for the Board.
7. Conferences relating to grievances shall be held during non-working hours or at otherwise mutually agreeable times.
8. Settlement of grievances shall be in writing and signed by all parties. Those grievances settled at Level 1, Level 2, or Level 3 shall be without precedent unless also signed by the Superintendent and Association representative.
9. In the event more than one person is an aggrieved, only two such persons may be present at conferences or other meetings regarding the grievance unless otherwise agreed. Further, only one such person need acknowledge receipt of grievance documents.

M. Grievance Forms

Forms for filing and processing grievances shall be made available by the Board. This form will be entitled "Official Grievance Form."

N. Limitations of Arbitrator

The arbitrator shall have no power to rule on any of the following:

1. The termination of services of or failure to re-employ any probationary bargaining unit member.
2. The termination of services or failure to re-employ any bargaining unit member to a position other than his basic position.

ARTICLE VI

INDIVIDUAL BARGAINING UNIT MEMBER PRIVILEGES AND RESPONSIBILITIES

A. Civil Rights

The hours, wages, terms and conditions of this contract will be applied without regard to race, creed, color, religion, national origin, age, sex, height, weight, marital status, physical characteristics, disability or any other legally protected characteristics.

B. Bargaining Unit Member Conduct

1. Bargaining unit members are required to comply with rules, regulations and directions from time to time adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement.
2. Any alleged failure to comply will be reported promptly to the bargaining unit member and to the department supervisor involved.

C. Bargaining Unit Member Records

Upon appointment, bargaining unit members may have access to their personnel files to review any document prepared by the bargaining unit member, college transcripts, progress evaluation forms prepared by the principal or supervisor, and information which is not received as privileged, confidential or considered as such according to law. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

D. Complaints and Reprimands

1. Complaints directed toward a bargaining unit member shall be called to the bargaining unit member's attention at the earliest possible time if a permanent record is to be made of such complaint.
2. Bargaining unit members may request the presence of an Association Representative when being reprimanded subject to the following procedure:

a. Verbal Communication

- (1) Nothing contained herein shall prevent verbal communication between administrators and bargaining unit members. The bargaining unit member retains the right to Association representation. The Administration has the right to request Association representation for the

bargaining unit member, however the member has the right to refuse representation.

- (2) Such contacts, including commendation, praise, questioning, suggesting, directing, reminding and correcting, shall be termed casual and will not include the presence of an Association member.

b. Written Reprimands

- (1) If any verbal communication is intended, by the administrator, to be a reprimand which will be the basis for further disciplinary action, or if a written reprimand is to be issued in connection with the verbal communication, this intent shall be expressly stated as such, and the bargaining unit member shall be given a reasonable opportunity to request the presence of an Association Representative.
- (2) No written reprimands shall be issued without preceding verbal communication regarding the incident, which will be the subject of the written reprimand.

c. Permanent Record

Before being placed into the bargaining unit member's permanent record, the bargaining unit member will be provided with a copy of the written reprimand, signed by the administrator issuing it, and the bargaining unit member may submit any written statement the bargaining unit member wishes, signed by the bargaining unit member, which the bargaining unit member wishes to include in the record.

d. Just Cause and Grievance

- (1) No non-probationary bargaining unit member shall be disciplined without just cause. Discipline includes reprimands, suspensions, reductions in rank or pay and discharge. Any such discipline, which is to be made a permanent part of the bargaining unit member's personnel files, shall be subject to the grievance procedure herein set forth.

The Board agrees with the concept of progressive discipline, except in cases where there has been violations of the law or extreme violations of the rules and policies of the District; and will endeavor to follow the normal progression of oral warnings, written reprimands, suspensions with or without pay, and finally dismissal, if necessary.

- (2) Reprimands issued under this Article may be the subject of a grievance within the terms and conditions of the grievance procedure set forth in Article V in this Agreement.

e. Right to Representation

A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement. The Association will make every attempt to provide a representative in a timely manner, particularly when circumstances require immediate action.

E. Health of Bargaining Unit Members

1. Each person prior to entering the employment of the Kent Intermediate School District shall have a drug screen by a doctor of the Board's choice at Board expense. Physical examinations shall not be required as a general condition of employment unless otherwise required for licensure or other legally mandated reason.
2. Each bargaining unit member must maintain the necessary good physical and mental health to adequately provide the respective service.
3. Written evidence of such good physical and mental health may be requested by the Board from physicians of the Board's choosing, but the cost of any such examination to prove good health, will be paid by the Board.
4. Bargaining unit members shall provide proof of freedom from tuberculosis.
5. The Board shall continue its practice of providing, at no cost to the bargaining unit member, the necessary protective equipment, clothing and devices for the safe pursuit of the bargaining unit member's assigned duties.

F. Bargaining Unit Member Evaluation

1. Each non-probationary bargaining unit member will be evaluated a minimum of once every two (2) years and may be evaluated more frequently if the need arises. The staff evaluation program shall aim at

the early identification of specific areas in which the bargaining unit member needs help, so that appropriate assistance may be provided or arranged for. The evaluation of the performance of each bargaining unit member shall be the responsibility of the immediate supervisor. The name of the evaluator shall be provided to each member in writing via a courier signed receipt letter by the fifteenth (15th) day of September. In the event the bargaining unit member has not received notification by the above date, the building principal shall be the evaluator.

2. All monitoring or observations, including the use of closed circuit television, audio systems, and similar devices when used for evaluation, shall be conducted openly and with the full knowledge and consent of the bargaining unit member at a mutually acceptable time.
3. Each bargaining unit member shall be given a copy of the evaluation form prior to any formal evaluation or observation. Bargaining unit members shall also receive a copy of the written evaluation at the time of the personal conference following the evaluation. In the event a bargaining unit member disagrees with any evaluation, the bargaining unit member may put his/her objections in writing and shall have them attached to the evaluation report for the personnel file.
4. If a bargaining unit member, after receiving suggestions for improvement and a reasonable degree of assistance to correct any deficiencies, fails to correct the deficiencies or perform his/her assignments in a satisfactory manner, then non-renewal or dismissal procedures may be invoked. However, if any deficiency previously noted in earlier evaluations fails to appear in subsequent evaluations, then the bargaining unit member shall consider sufficient improvement/correction was made.
5. The performance of probationary bargaining unit members shall be observed no less than two times during the probationary period with a written evaluation after each evaluation.
6. A bargaining unit member shall review and sign all evaluation materials that are to be included in the personnel files. Such signing does not necessarily indicate agreement, and the bargaining unit member may submit any written statement in regard to such materials.
7. The content of any evaluation is not subject to arbitration.
8. Each bargaining unit member shall receive a \$200.00 merit pay annually for an evaluation which is greater than ineffective. The merit pay will be based on the current school year's evaluation and paid on the last pay in June. In the absence of an evaluation the employee is deemed effective.

G. Job Descriptions

New or significantly changed job descriptions will be developed with input from staff and reviewed within sixty (60) days of the start of the school year. The job descriptions will be distributed to all current bargaining unit members and new hires by the employer. The job descriptions will include at a minimum:

- a. Job title and description
- b. Minimum requirements
- c. Specific statement of required tasks and responsibilities
- d. Additional job related qualifications may be added to the job description as they directly pertain to the specific vocational area needs.

ARTICLE VII

SENIORITY, LAYOFF AND RECALL

A. Seniority Defined

1. Seniority shall be defined as the length of continuous service within the district as a member of the bargaining unit i.e. all classifications represented in the recognition clause of this Agreement minus any time spent on layoff or unpaid leave (except that time spent on military leave, career exploration or child care leave shall count toward years of service and shall not be deducted). Absence due to illness shall not constitute an unpaid leave within the meaning of this provision unless the bargaining unit member is formally placed on leave of absence.
2. Part-time employment of seventeen and one-half (17.5) hours per week or more shall be counted as continuous service and shall not be prorated. For purposes of continuous service part-time employment of less than seventeen and one-half (17.5) hours per week shall be counted at one-half (1/2) year seniority for each year.
3. If two or more bargaining unit members have the same seniority date, their placement on the seniority list shall be determined by a lottery drawing of the names of the bargaining unit members. The drawing shall be held on or before the first day of the second semester. It will be conducted by the Assistant Superintendent for Human Resources and Legal Services and in the presence of the Association President. Each affected bargaining unit member will be invited to attend the drawing.
4. Seniority shall be lost for all purposes where:
 - (1) employment is terminated for any reason;
 - (2) a bargaining unit member does not return to employment within (5) days after an approved leave of absence expires;
 - (3) a bargaining unit member has been on layoff for more than three (3) years

B. Seniority Lists

The Board shall maintain a list indicating seniority. This list shall be available to the Association by February 15th of the fiscal year.

Additionally, the Board shall prepare a seniority list by either department or section showing support personnel who are currently working in that department/section, ranked by seniority. This shall be known as the "A" list. A seniority list (known as the "B" list) shall be prepared showing support personnel who are approved to work in a department or section other than the department or section to which they are currently assigned. These lists shall also be available to the Association by February 15th of the fiscal year.

Each support staff bargaining unit member shall have five (5) work days to request any appropriate correction in the seniority list should the bargaining unit member believe that information contained therein is inaccurate. The final decision as to accuracy of information contained on the seniority list shall be left to the Superintendent. If no request is made within five (5) work days, this shall constitute a waiver of a bargaining unit member's right to change or correction.

CTE Specialists staff members will maintain separate seniority lists. Movement between units/classification is not permitted.

C. Vacancies and Assignments

1. Vacancies or newly created positions within the bargaining unit shall be posted for a period of ten (10) days prior to the position being permanently filled. Those applying who meet the specified qualifications will be interviewed. The Board, however, may set aside the ten (10) days if there is an urgent need to fill the position. Vacancy notices shall be emailed to all staff, posted on the district website, bulletin boards in each district building along with a copy of such posting to the association.
2. All bargaining unit members will be notified in writing, and given opportunity to apply for any vacancies or newly created positions at least three (3) days prior to external posting of the position.
3. Should a change in assignment be necessitated, the affected bargaining unit member shall be notified as soon as practical.
4. Association members in "good standing" who apply for any position posted by the Board will be given priority consideration in hiring if properly qualified for the position, provided they meet the stated qualifications.
5. A bargaining unit member awarded a new position may return to her/his original position during the posting period of his/her former position, to a maximum of thirty (30) days.

D. Extended Periods of Employment

1. In the event that extended employment opportunities exist during the summer months, the Board shall first offer said employment to bargaining unit members covered by this Agreement before being offered to individuals outside this Association.
2. Bargaining unit members interested in summer work opportunities are to notify the Assistant Superintendent of Human Resources and Legal Services of such interest by May 30th each year. Additionally, bargaining unit members are to designate either voice mail or U.S. mail for such notices.

3. Notice of any such summer work opportunities, including the rate of pay, will be provided to those interested, as outlined in #2. above by appropriate administrative personnel, including Department Supervisors, within three (3) school days of knowledge of such opportunities, with a copy of such notice being sent to the President of the Association.
4. It is understood that in selecting the particular bargaining unit members who are to be offered other comparable summer employment, the criteria utilized shall include competence, experience, and years of service, and that other things being equal bargaining unit members with the most service shall be given preference.
5. During the period of any such extended employment, the terms of this Agreement shall be applicable only with respect to any extended work period in the same position as held during the school year.
6. Additionally, bargaining unit members may have the first opportunity to work in their respective labs/work areas for the purpose of updating and/or repairing equipment and/or supplies in preparation for the ensuing school year.
7. Bargaining unit members who are advisors to student organizations (currently Skills USA, HOSA and MITES) will be compensated at a flat fee of \$400 per organization, per school year. Additional organizations may be considered. In order to qualify, the staff member will submit to Human Resources the desired organization along with a description of the organization and an outline of the work required.

E. Layoff and Recall

1. Reduction of Staff

Reduction in the staff of the Kent Intermediate School District shall be based upon the principles of seniority, and qualifications, and shall be carried out within each department and/or section of the District.

Whenever it becomes necessary in the judgment of the School Board to reduce the number of support personnel (Article II.A.1 of this Agreement) on the staff of the Kent Intermediate School District because of insufficient funds, decreases in student enrollment, lack of work, changes in the educational and administrative programs of the District, or for other reasons, or to recall staff from layoff, the following procedures shall be followed in making such a reduction.

- a. The Assistant Superintendent for Human Resources and Training will meet with the Association President to discuss the proposed layoff;

- b. The Assistant Superintendent for Human Resources and Training and the Association President will attempt to reduce staff through attrition and/or voluntary layoff in the appropriate area(s);
- c. If reduction is still necessary, probationary bargaining unit members in the affected programs/areas shall be laid off in inverse order of seniority. Such bargaining unit members shall be given thirty (30) calendar days notice of layoff.
- d. If reduction is still necessary, non-probationary bargaining unit members in the affected programs/areas shall be laid off in inverse order of seniority. Such bargaining unit members shall be given thirty (30) calendar days notice of layoff.

2. Bumping

If the bargaining unit member holds the necessary credentials of certification who are on layoff or reduced hour status shall have the option to bump into a comparable position in either KTC or KC/TC for which he/she has more seniority, provided they are not recalled to their current position by August 30th of the current fiscal year. Bargaining unit members placed on layoff status shall be eligible for recall for three years or the length of their service at the time of layoff, whichever is greater.

3. Recall

In the event the Board finds it necessary to recall staff from layoff, the following procedure will be used:

- a. It shall be the responsibility of support personnel on layoff to keep the Kent Intermediate School District fully informed of an address and telephone number at which they may be reached should contact be necessary.
- b. Probationary personnel may be reinstated, upon request, at the sole discretion of the Superintendent.
- c. The Board will provide assistance to laid-off staff, seeking employment with constituent districts, through proper notification to the districts of the availability of the personnel on lay-off status.

ARTICLE VIII

GENERAL WORKING CONDITIONS FOR BARGAINING UNIT MEMBERS

A. Probationary Period

1. An individual hired to fill a permanent vacancy shall be considered to be on probation and shall have no seniority until she/he has been a bargaining unit member for ninety (90) calendar days. This period may be extended to a maximum of six (6) months if mutually agreed by the Association and the Administration.
2. Upon successful completion of the probationary period, the bargaining unit member shall acquire seniority and shall be placed on the seniority list retroactive to their date of hire.
3. The Assistant Superintendent for Human Resources and Legal Services or her/his designee shall provide a written notice to each bargaining unit member and Association following the successful completion of the probationary period indicating their status as a permanent bargaining unit member.

B. Work Day/Work Year

1. Work hours. A bargaining unit member's working day shall be the same hours as the normal (7) work hours at the buildings in which the bargaining unit member performs services. When a bargaining unit member is assigned to work at a local district, normal work hours shall be performed within the scope of the standard Local Education Agency (LEA) building hours.
2. Work Year. The work year for CTE Specialists shall be at least 182 days, which coincides with the student attendance year.
3. It is the mutual goal that bargaining unit members will be made aware of in-service days as listed on the school calendar at least 30 days prior to the start of the year.

Each year, upon approval of the school calendar, administration will inform the bargaining unit member which in-service day(s) they will be expected to attend during that year. Attendance at in-service may vary by building/program assignment.

4. Lunch periods. Each bargaining unit member shall have a duty-free lunch period of thirty (30) minutes within the scheduled workday.
5. Overtime. Time and one-half (1-1/2) of the bargaining unit member's regular hourly rate of pay shall be paid for all hours in excess of forty (40)

hours worked in any work week, provided that overtime pay shall not be pyramided. The bargaining unit member and employer may mutually agree to allow compensatory time in lieu of paid overtime, provided such time is to be credited at time and one-half (1-1/2), and does not accumulate past 240 hours, as outlined in the FLSA.

C. Method of Payment

1. Bargaining unit members will be paid bi-weekly. A schedule of pay periods and pay dates will be provided at the beginning of the school year.
2. The Assistant Superintendent for Human Resources and Legal Services will meet with interested bargaining unit members to establish a payroll deduction to the Lake Michigan Credit Union or bank of choice for the purpose of establishing a vacation payroll account, which can be drawn during times outside of the bargaining unit members normal work year (i.e. Winter Break, Spring Break, Summer Break).

D. Building Closing

1. In the event weather or other conditions necessitates the closing of an ISD building or program, bargaining unit members of that building will be informed via text, auto call, radio and television stations.
2. To verify an announcement or to check for building closings, a bargaining unit member may call 365-2234 to secure the status of Kent ISD operations.

E. Travel, Working Time and Absence

Each bargaining unit member must keep an accurate record of travel and working time, and report any absence to the office and to each school/worksites scheduled for services that day.

F. Records and Reports

Each bargaining unit member is responsible for maintaining the proper files of services rendered and such permanent records as directed by the appropriate Supervisor.

G. Transportation

1. Each bargaining unit member must be responsible for adequate transportation for the performance of their duties and will be reimbursed for mileage (excluding travel to and from home to their designated work location).

2. Bargaining unit members who are required to use their personal vehicle to perform their job duties will be reimbursed for mileage at the current IRS rate.

H. Material Purchase

In order for the Board to pay the cost of any materials to be used in the bargaining unit member's work, such materials must be purchased on an official purchase order form approved by the Department Supervisor or by other arrangements.

I. Equipment and Supplies

1. Each bargaining unit member shall be responsible for all education equipment and/or materials assigned to the bargaining unit member and shall use such equipment and/or materials in a responsible manner. Bargaining unit members shall not be responsible for equipment and/or materials broken, worn out, lost or stolen through no fault of the bargaining unit member, but may be required to submit appropriate reports covering any instances of such loss or damage.
2. The Board will reimburse the ESP member, who is required to have prescription safety glasses to perform his/her assigned duties up to \$60 every other year upon presentation of the appropriate receipts. The vendor will be determined by the Board.

J. Staff Meetings

1. Bargaining unit members will be expected to attend staff meetings. Any meeting that is scheduled outside of a bargaining unit member's normal work hours shall be paid at the appropriate rate of pay (regular or overtime). Bargaining unit members will be given a schedule of such meetings with dates and times in the fall of each year.
2. The Administration reserves the right to call an emergency staff meeting on short notice if circumstances warrant.

K. Additional Time

Each bargaining unit member recognizes that additional work time during the day or in the evening may be necessary from time to time to improve or to further the efficiency of the educational program within the bargaining unit member's specialization. When necessary, as determined by the Administration, such time will be paid at the bargaining unit member's regular hourly rate, or overtime rate, whichever is appropriate.

L. CDL

Work Based Learning staff who are requested to add a CDL endorsement to their license shall have the differential costs of securing and maintaining such endorsement paid by the District. Refer to K. above for hours worked.

Article VIII, L. only applies to new hires after December 2001.

M. Substitute Teaching

KIEA members who are annually authorized may only substitute teach in areas in which they are annually authorized. KIEA members who have associate degrees and have obtained a substitute teaching permit, but are not annually authorized, may not substitute for classes whose lesson plans require the students to be in labs. All substitutes will be provided written lesson plans prior to the start of the class for which they are substituting.

- a. When CTE specialists are assigned to be the substitute teacher in addition to their normal CTE position they will be compensated at the hourly rate of current KIEA contract at BA Step 1 x 80%. This rate will be in lieu of his/her regular hourly rate and will apply for each session's total instructional minutes that are covered by the CTE specialist.

N. Bargaining Unit Member Protection/Assault

1. If a bargaining unit member, acting in the line of duty, is assaulted, the incident shall be immediately reported to the School Board or its representative. The School Board shall provide legal assistance to the bargaining unit member in connection with handling of the incident. Such assistance shall include the provision of legal counsel.
2. In case of an assault by a student or students on a bargaining unit member, while the bargaining unit member is acting in the line of duty and while the student is under the school's jurisdiction, causing damage to the bargaining unit member's clothing and/or glasses, the School Board shall make an equitable financial settlement for such loss with the bargaining unit member involved. Such damage shall be reported immediately to the building Administrator of the building in which such damage occurred.
3. In cases of an assault resulting in an injury inflicted by a student(s) on a bargaining unit member while the bargaining unit member is acting in the line of duty and the student is under the jurisdiction of the school and when the bargaining unit member is found not to have provoked the incident, the time lost, if any, by the bargaining unit member shall not be charged against the bargaining unit member's accumulated leave day(s) and the bargaining unit member shall continue to be paid by the School Board. When Workers' Compensation is paid, the School Board shall pay the difference between that sum and the bargaining unit member's regular salary. During the above period of such disability, said bargaining

unit member shall be entitled to full applicable privileges included in this Agreement.

O. Work Year

The parties agree that the CTE specialists are eligible for one additional work day to be scheduled with their supervisor for the purpose of program/classroom preparation and planning.

ARTICLE IX

COMPENSATION AND BENEFITS

A. Salary

The hourly wages, including longevity, of bargaining unit members covered by this Agreement are set forth in the salary schedules attached hereto (See Appendix A).

B. Salary Schedules

1. A bargaining unit member's hourly wages shall be determined by his placement on the attached salary schedule (See Appendix A).

Bargaining unit members shall receive one (1) step and 2.5% wage increase on schedule for the 2021-22 school year, one (1) step and 2.5% wage increase on schedule for the 2022-23 school year and one (1) step and 2% wage increase on schedule for the 2023-24 school year.

Additional step added to the list. Step 8.

2. A bargaining unit member who has had no experience in his specialization, or in an approved related field, shall receive the hourly wages at Step 1 of the salary schedule.
3. A bargaining unit member with experience outside the Kent Intermediate School District will be given credit to and including three (3) years, or more if approved by the Superintendent or designee.

C. Reinstatement on Salary Schedules

A previous bargaining unit member who was covered by the terms and conditions of a contract with the Board, when seeking reemployment, may be reinstated at the step on the salary schedule which would have applied if he had not left employment.

D. Financial Gain

A bargaining unit member shall not sell, market, or otherwise offer for additional financial gain, professional services or commercial materials or products to teachers, bargaining unit members, pupils or parents in constituent school districts where the bargaining unit member provides services under employment with the Board.

E. Severance Pay

1. Following fifteen (15) years of service with Kent Intermediate School District, a bargaining unit member will receive, upon retirement, \$25.00 per day for unused sick leave up to 200 days.
2. Kent Intermediate School District will pay for a maximum of two hundred (200) days. The member must have ten (10) years of continuous service or a combined fifteen (15) years of service in the district to be eligible for this severance pay. Severance shall be defined as the bargaining unit member not returning to the job for reasons of retirement.
 - a. If a member is forced into an involuntary separation based on staff reductions due to program closures the member shall receive a sick day payout.
3. The following will disqualify a teacher from eligibility for severance pay:
 - a. Any teacher whose dismissal is sustained by the Michigan State Tenure Commission.
 - b. Any teacher who is dismissed or resigns at the request of the Board.
 - c. Any teacher who leaves the system contrary to the provisions of the Michigan State Tenure Act or contrary to the terms of the teacher's employment contract.

F. Insurance

1. Medical Insurance

- a. The Board will pay the premium for health and surgical insurance for a twelve (12) month period for a single subscriber, self and spouse, self and children or full family coverage, respectively, whichever such level of coverage is obtained by each bargaining unit member subject to the following statutory caps as specified by the Department of Treasury for medical benefits (inclusive of prescription), for full family, two person, and single subscriber. Those member selecting health options with annual premiums under the cap amounts will be eligible for payment of the differential up to the amounts into a qualifying Health Savings account (HSA) or medical flex spending account (FSA). This will eliminate current FSA contributions or RX reimbursement that would result in the Board contribution exceeding the cap amounts.
- b. Such insurance benefits shall be prorated for part-time bargaining unit members.

- c. The insurance available throughout this contract period shall be underwritten by group insurance contracts with the Physicians Care Insurance or such other reputable provider as may be agreed upon by the parties.

Fringe benefits will continue as specified under Family & Medical Leave Act (FMLA) for any leave, which meets with the provisions of the FMLA.

- d. Premiums above the amount paid by the Board for these insurances may be paid through payroll deduction provided there is a signed authorization for such deductions.
- e. The Board agrees to have the District handle all billings for such insurance.
- f. CPI for all insurance coverage will be January, the beginning of the calendar year.

2. Dental Coverage

Will be provided by the Board.

3. Vision Coverage

Will be provided by the Board.

4. Long Term Disability Insurance. The Board will pay the premium for the Long Term Disability Insurance with the following provisions:

Benefits Coverage – 66 2/3%
Maximum Monthly Benefit – \$3,000.00
Qualifying Period – 3 months

5. Group Term Life Insurance

- a. The Board will pay the premium for group term life insurance for each bargaining unit member in an amount which is equal to the nearest one thousand dollars (\$1000.00) of the bargaining unit member's annual base contract salary.
- b. Salary amounts of five hundred dollars (\$500.00) or more shall be increased to the next highest one thousand dollars (\$1000.00)
- c. Amounts of group term life insurance provided under major medical health insurance, and any other life insurance offered under any other program of the District, shall be included in arriving at the amount of coverage under this section.

- d. Insurance shall become effective on the first day of the month next following the day all requirements have been met.
- e. Such group term life insurance program shall contain an accidental death and dismemberment clause in an amount equal to the face amount of the policy.
- f. The Board of the Kent Intermediate School District retains the sole right to determine the insurance carrier, or carriers, and the servicing agent, or agents, for the group term life insurance program.

6. Insurance Options

Effective August 2021, switch to MESSA health pending August 2021 renewal rates. Parties agree to look at rates when 2022 prices are made available.

G. Payroll Deduction

- 1. The District shall make arrangements for approved systematic payroll deductions for insurances, annuities, mutual funds, Lake Michigan Teachers' Credit Union, et cetera, if these deductions are authorized by a bargaining unit member.
 - a. Bargaining unit members shall have the opportunity to invest pre-tax dollars into the 457(b) and 403(b) retirement plans up to the legal limit set by the IRS.
 - b. The Association shall have the right to designate MEA Financial Services as one of the financial service providers.
- 2. The Board may limit the number of such deductions to no more than eight (8) (excluding deductions required by law).

H. Continuing Education

Bargaining unit members shall be given access to any two (2) courses per year offered at the Kent Intermediate School District, subject to administrative approval.

All other opportunities for training, classes, etc., will be available to bargaining unit members as are available through learning and growth activities to other classified non-bargaining unit staff.

Bargaining unit members will be reimbursed for courses taken through adult education programs, or college level credits, up to three (3) credits per year, for job related course work, if requested by the administration.

Bargaining unit members will receive reimbursement for classes taken provided they receive a passing grade of "C" or above.

Tuition reimbursement in the amount of \$1,000.00 per employee per year will be available to all CTE Specialists. Course reimbursement will be paid after the member demonstrates the successful completion of coursework with a grade C or better and a receipt from the college or university.

Bargaining unit members will receive a stipend of \$500.00, to be paid into a 403B account, upon successful completion of "Global Career Development Facilitator" certification. The stipend may be available to other work related certifications. In order to qualify, the staff member will submit to Human Resources the desired certification, along with a description of the study/work required to meet the certification. Those work-related certification(s), with requirements comparable to the GCDF, will be considered for approval for the stipend.

If there are any changes in laws affecting the education or certification requirements of the bargaining unit members, the parties agree to work collectively to resolve the resulting issues.

I. Automobile Travel Costs

Mileage allowances will be in accordance with the current rate approved by the Internal Revenue Service. A monthly travel record, by the odometer and places of visitation, is required.

J. Conference Leave and Expense

Bargaining unit members shall be permitted to attend one (1) conference or convention per year, which may be called by the Michigan Department of Education, or its agents, or by a comparable professional society, for which attendance by the bargaining unit member is compulsory in the opinion of the Director of Special Education or the Director of Career & Technical Education. Additional conferences/conventions may be attended provided there are sufficient funds to provide for said, as determined by the Administration. Reimbursement for travel expense to such conference shall be allowed as follows:

- a. The rate of reimbursement for automobile travel shall be based upon the actual mileage (not to exceed 2,000 actual miles) times the current IRS mileage rate. Provided their own transportation and only one person per vehicle is eligible for reimbursement.
- b. Staff members using commercial travel for conference attendance should have the ticket purchase preapproved by his/her supervisor.

K. Wellness Incentive

- a. A \$250 wellness incentive will be paid for the completion of three (3) wellness goals. Payments will be made on the final pay in June. Some examples may include having a yearly physical, doctor recommended health screening, maintaining a membership to a gym or health club, working in a an organized fitness/athletic/weight control or nutrition club or organization, completion of smoking cessation programs, other agreed upon fitness, health tracking measures with prior approval from Human Resources or a documented wellness fitness management session with a financial advisor.

All goal options will be approved by the KIEA President or designee in agreement with Administration; working together with the goal of providing a healthy workforce to Kent ISD.

All completed goals concerning health will fall under the same privacy guidelines as HIPPA.

ARTICLE X

LEAVE PROVISIONS

A. Paid Sickness Leave

1. Each bargaining unit member shall accumulate sick leave at the rate of ten (10) days for each school year without limitation as to accumulation.
2. Absence on "sick leave" shall be allowed for either personal illness or immediate family illness. Immediate family shall include only the spouse, child, grandchild, father, mother, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather-in-law, grandmother-in-law of the bargaining unit member. Such sick leave days shall be limited to five (5) days per incident.
3. If there is probable cause to suspect the misuse of sick absence, a bargaining unit member, upon the request of the Superintendent, shall promptly substantiate such sick absence by a written physician's statement or by such other evidence as the Superintendent may require.
4. The Family Medical Leave Act (FMLA) is effective with regard to terms of the Master Agreement between Kent Intermediate School District and KCEA/KIEA.

It is understood by the parties to the agreement that it is the intent of Kent Intermediate School District that the provisions of the FMLA be followed and adhered to with regard to those parties covered by the Master Agreement.

Days that can be counted toward those provided under FMLA will be deducted from that liability.

B. Emergency Absence

At times it may be necessary for a bargaining unit member to request time off in order to take care of personal affairs that cannot be postponed. Such absences involve emergencies, business or family affairs, health needs, or crises.

A request shall be made, in writing, stating the reason for such request and length of time required. It is to be submitted to the staff member's immediate supervisor as early as possible prior to the time the absence is requested. For bargaining unit members working in local districts, a phone call to the supervisor will suffice with the request form submitted as soon as possible thereafter.

1. These absences may be taken in one (1) hour increments, but shall not exceed three (3) hours in length and may not be used in conjunction with any other type of absence.
2. Emergency absences shall not be deducted from allowances made for other forms of absence.
3. Emergency absences shall not exceed a maximum of twelve (12) hours per school year.
4. Only one (1) such request may be used on any one (1) day.
5. Final approval, or disapproval, shall rest entirely with the immediate supervisor.

C. Personal Leave

Each bargaining unit member will be allowed three (3) days of absence during each school year without loss of salary to transact personal business or to attend to affairs of a personal nature, which cannot be conducted outside the regular school day. Personal days may be taken in whole or ½ day increments.

It is recognized that such request shall be made five (5) days in advance

When, on November 15 or the day prior to spring break, more than five (5) individuals per building request personal leave, a lottery will be used for the selection process. The same individuals are eligible only once every three (3) years. All names are submitted to the KIEA President and a lottery is held by November 1st and March 1st or the first business day thereafter if this date falls on a weekend. Should applicants request a personal day after the drawing dates for which they are applying they will need to apply five days prior to the date requested. Any remaining slots will be filled on a first come, first serve basis.

Two (2) Personal Days may be used together if approved by the Supervisor.

At the end of the school year, any unused personal time will be compensated at the bargaining unit member's discretion using one of the following methods:

- a. one hundred dollars (\$100) per individual per day,
- b. Day for day transfer into the bargaining unit member's accumulated paid sick leave.

D. Paid Holidays

Bargaining unit members shall receive the following paid holidays, provided they work the last scheduled workday preceding and the first scheduled workday proceeding the holiday:

Friday before Labor Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Day after Christmas
New Year's Eve
New Years Day
Day before Spring Break
Memorial Day

Holidays that fall on a Saturday shall be observed on the preceding Friday.
Holidays that fall on a Sunday shall be observed on the following Monday.

E. Bereavement

Absence will be allowed for the bereavement of the member's immediate family or of their spouse's immediate family. Immediate family shall include only the spouse, child, grandchild, father, mother, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather-in-law, grandmother-in-law, aunts, uncles, cousins, nieces, and nephews of the bargaining unit member. Absence for an immediate family bereavement shall not exceed five (5) working days per incident. These days do not have to be consecutive.

Any absence for other than immediate family requires approval from the Superintendent, which will be limited to five (5) working days per year.

F. Pro-ration

The benefits provided in this Article (excluding automobile travel costs) shall be prorated in the case of part-time bargaining unit members.

G. Military Leave

1. Leave and Return

Bargaining unit members who are inducted into the Armed Forces of the United States, or who join the Armed Forces, in lieu of being inducted under provisions of the Selective Service Act, shall be entitled to leave without pay for the period of service required.

Upon an honorable discharge, the bargaining unit member shall be reinstated with full credit on the salary schedule for time in service.

2. Reserve Training

A bargaining unit member may request leave to participate in armed services reserve training programs and such leave shall be granted upon proper documentation by his/her commanding officer.

He/she shall be paid by the District the difference between the amount received for the training and his/her full salary

H. Jury Duty/Court Appearance

1. Should a staff member be called for jury duty, she/he shall provide a copy of the subpoena to the immediate supervisor.

Staff members who serve during their normal work schedule will not be penalized in any way for doing so. They will receive full pay if they endorse the check received from the court or pay the amount shown on their record slip, less travel allowance, within fifteen (15) days of return from jury duty.

While on jury duty, a staff member is required to report daily their schedule for the following day and must report to work when his/her presence is not required at court.

The time spent on jury duty will not be charged against personal leave and will count as time on the job.

Staff members must submit to their supervisor a record from the courts of the number of days served.

2. A staff member will be excused with pay for the time necessary for appearances in legal (court) proceedings connected with the staff member's employment or with the school district, provided that the staff member is subpoenaed to appear by the Board, the Administration or someone acting on their behalf.

I. Worker's Compensation

1. Disabilities Compensable Under Worker's Comp Act: In the event a bargaining unit member suffers a disability arising out of or in the course of his/her employment, the Employer shall assist the bargaining unit member in securing Worker's Compensation Benefits. All other rights and benefits of the labor agreement shall continue and accrue as if the bargaining unit member was actively employed.
 - a. Sick Leave Deduction: The bargaining unit member shall have the right to use his/her accumulated sick leave to supplement the difference between their Worker's Compensation benefits and their current salary. A pro-rata deduction of a portion of a sick leave day shall be made for the salary differential paid pursuant to the above (e.g., if daily salary is \$100.00 less daily Worker's Compensation

amount of \$70.00, then salary differential owed by Employer is \$30.00, which would result in the deduction of 3/10ths of a sick leave day.)

- b. Compensation shall not exceed the difference between his/her normal wage prior to Worker's Compensation benefits and the actual benefits paid under the provisions of said Worker's Compensation Act.
 - c. Bargaining unit members will reimburse the Kent Intermediate School District for any additional sick leave as outlined in A. above within thirty (30) days of his/her return to work.
 - d. Kent Intermediate School District will reimburse the bargaining unit member for any additional sick leave pay as outlined in A. above within thirty (30) days of his/her return to work.
2. Right to return to work: A bargaining unit member who is on leave as a result of a work-related disability shall be reinstated upon receipt of doctors notification, in that bargaining unit member's former position or providing that the position is still being offered by the services of KISD.

J. Sick Bank

1. Intent and Purpose: A sick leave bank shall be administered for circumstances using the FMLA guidelines.

The intent of the sick leave bank (slb) is to bridge the time/days between a bargaining unit member's accumulated sick days and long term disability or in the cases of prolonged illness in which absences are frequent but long-term disability is not available.

- a. A KIEA professional or educational support personnel wishing to withdraw days from the SLB must submit the following information in writing or electronically to the KIEA union president or the president's designee for communication to the members:

Type of illness with a doctor's verification that the member is unfit to return to work. This verification must include the length of time the bargaining unit member may be off work.
- b. Sick days requested are to be used for long term, extended serious medical conditions which must require a doctor's verification statement (see FMLA guidelines).
- c. A bargaining unit member requesting sick days from the bank must have exhausted his/her sick leave day balance at the time of the request.

- d. Re-evaluation of the bargaining unit member's circumstances may occur after 15-20 days per the union or the administration request. At this time there may be one more request for days. After there are two requests, no more will be made unless there are extenuating circumstances.

2. Donation of Sick Days by Bargaining Unit Members

- a. Up to 2 sick days per year/per bargaining unit member may be donated.
- b. Members must have accumulated a minimum of twenty (20) sick days in order to donate to the Sick Bank.

3. Administration of Sick Leave Bank

- a. The donation and usage of sick leave donations will be monitored and maintained by The District.

It is understood by the parties to the agreement that it is the intent of Kent Intermediate School District that the provisions of the FMLA be followed and adhered to with regard to those parties covered by the Master Agreement.

ARTICLE XI

UNPAID LEAVES OF ABSENCE

A. Medical Leave

1. Any support personnel who is unable to perform their duties because of a personal illness or disability (including for this purpose maternity) which extends beyond the period for which sick pay is received under Paragraph A., Article X, above shall be granted a medical leave of absence without pay for the duration of such illness or disability, up to a total of one (1) calendar year provided that this period may be extended at the sole discretion of the Board up to the number of years of service of such bargaining unit member in the District.
2. Any application for Medical Leave shall be in writing and be supported by a doctor's statement if requested by the Superintendent.

B. Other Leaves Without Pay

1. A leave of absence without pay and without credit on the salary schedule may be granted at the Board's discretion subject to the conditions outlined in Section C. 3. of this Article.
2. A child care leave of absence without pay to care for children, not to exceed three (3) months duration, shall be granted to bargaining unit members under the following terms:
 - a. A written request for leave must be submitted as much in advance of the beginning of such leave as possible; and
 - b. If the period of unpaid absence does not exceed three (3) months, then the bargaining unit member shall be reinstated to the bargaining unit member's former position upon return from the leave providing that the position is still being offered by the services of KISD.
 - c. A three month extension of this leave may be granted by the request of the bargaining unit member and the approval of the Kent ISD Board.
3. Days that can be counted toward those provided under FMLA will be deducted from that liability.

C. Return from Leave

1. A bargaining unit member returning from leave under the terms of Paragraph A., of this Article XI, within one (1) year or less from the date when leave began shall be reinstated to the same position. A bargaining unit member whose leave extends beyond one (1) calendar year but less than three (3) years shall have the same reinstatement rights as provided under Paragraph C.2. below, of this Article.
2. A bargaining unit member having at least two (2) years of continuous employment in the District who is on leave under the terms of Paragraph C.1. of this Article XI, shall be reinstated at the start of a semester in that bargaining unit member's former position or in a substantially equivalent position providing a vacancy exists at the conclusion of such leave and providing that the bargaining unit member has submitted written notice of intent to return to the Department Supervisor and to the Associate Superintendent of Human Resources-Training at least ninety (90) calendar days before the start of such semester. If no vacancy exists, the bargaining unit member shall be placed on an extended leave for a maximum of three (3) years or until the first vacancy arises, whichever comes first, for which the bargaining unit member is qualified.
3. A bargaining unit member returning from such leave shall receive credit for purposes of advancement on the salary schedule only for each school year during which the bargaining unit member was actively employed for one (1) day more than half a year, based on the number of student days.
4. A bargaining unit member who does not return at the end of the leave period shall be considered to have voluntarily resigned.
5. A bargaining unit member having less than two (2) years of continuous service may be reinstated, provided there is a position available.

D. Fringe Benefit Continuation

The insurance premiums provided under the terms of Article IX, Paragraph E. above shall be paid for support personnel on leave under this Article XI as follows:

1. For any leave under Paragraph A, monthly premiums shall be paid for the balance of the school year in which the leave began;
2. For any leave under Paragraph C., the Board will pay a pro-rata share of the annual insurance premium cost, based on the percentage of the student days actually worked by the bargaining unit member during that school year.

3. Fringe benefits will continue as specified under FMLA for any leave which meets with the provisions of FMLA.

E. Family Medical Leave Act (FMLA)

The employer shall grant unpaid leave of up to twelve (12) weeks for only those bargaining unit members eligible under the law (currently defined as bargaining unit members who have been employed at least twelve (12) months immediately prior to the Leave and who have worked a minimum of 1,250 hours in the previous twelve (12) months immediately prior to the Leave), for the following reasons:

1. the serious health condition of the bargaining unit member; or
2. the serious health condition of the bargaining unit member's spouse, parent or child; or
3. the birth of a child; or
4. the placement of a child for adoption or foster care.

Child includes any individual under 18 for whom the bargaining unit member serves in loco parents; a child over 18 who is incapable of self care because of physical or mental disability; or biological, adopted or foster child.

Upon return from the Leave, the bargaining unit member shall be returned to the position held immediately before the Leave began or to a position equivalent in pay, benefits, hours and other terms and conditions of employment.

The bargaining unit member shall have the option of first using accrued paid accumulated leave during the Leave. The remainder of any leave time will be unpaid.

Staff members who qualify for FMLA due to child birth shall be eligible to use accrued paid leave for six (6) weeks following a vaginal birth or eight (8) weeks following a caesarean birth. The utilization of paid leave may be extended with medical documentation establishing that the individual continues to experience a physical or mental condition related to the birth beyond the initial 6-8 weeks. Accrued paid leave may be used by staff members to care for a partner/spouse who has given birth for two (2) weeks following the birth. Use of additional accrued paid leave may also be approved beyond the two weeks with appropriate medical documentation.

Medical, dental and vision benefits will be continued during the Leave under the same conditions and at the same level as if the bargaining unit member were still at work. A bargaining unit member who does not return to work at the end of the FMLA Leave will be expected to reimburse the School Board for the medical, dental and vision premiums or expenses, whichever is applicable to the bargaining unit member.

Seniority shall continue to accrue during the FMLA Leave.

The bargaining unit member shall have the right to take the Leave on a reduced or intermittent schedule.

Whenever practicable, the bargaining unit member will provide the School Board at least thirty (30) calendar day's written notice of the request for the Leave. In non-emergency situations, the bargaining unit member shall complete the forms for a FMLA Leave prior to taking the Leave.

ARTICLE XII

SUPPORT STAFF ADVISORY COUNCIL

A. Purpose

Representatives of the Administration and the Association may meet at the request of either party for the purpose of discussing matters of concern to either the Administration or the Association.

Matters of concern brought before this council shall not have circumvented the appropriate discussions through the supervisory levels for resolution of issues.

B. Membership

1. The Council shall consist of the Superintendent and two (2) other representatives selected by the Administration and the President of the Association and three (3) other members of the Association, with at least one (1) from the Regions I & II Transportation Unit.
2. The Council shall select a Chairperson and a Secretary.

C. Meetings

Meetings shall be held at a mutually satisfactory time and place.

D. Agenda

1. Either party should submit to the Chairperson any proposed item for discussion at least one (1) week in advance of the Council meeting.
2. Items for discussion ordinarily should involve matters of general interest and concern, and may include such subjects as summer or other supplementary work opportunities and working conditions in constituent school districts.

E. Proposals

1. The Council may develop and prepare program proposals and recommendations.
2. Where there is mutual agreement of the parties, any such proposals or recommendations may be submitted for consideration to the Board and to the Association

F. Limitations

It is understood that the Council is not intended as a vehicle for collective bargaining or as a substitute for the grievance procedure.

ARTICLE XIII

SAVINGS CLAUSE

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

If such illegality is discovered, good faith negotiation between the Association and the Board are agreed to. If such negotiations do not lead to resolution within thirty (30) days, binding interest arbitration, as outlined in Article V in this Agreement, may be employed and may be initiated by either party.

ARTICLE XIV

CONTINUITY OF OPERATIONS

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year. Since a grievance procedure has been established to handle unresolved disputes, the parties agree that neither the Association nor its members nor any person acting on behalf of the Association will cause, authorize, support or take part in any strike (i.e., concerted failure to report for duty, or willful absence of a support staff from his/her position, or stoppage of work or abstinence, in whole or in part, from the full, faithful, and proper performance of the support staffer's duties of employment) to occur during the life of this Agreement.

ARTICLE XV

DURATION OF AGREEMENT

A. Duration

This contract shall be effective as of September 1, 2021, and shall continue in effect until August 31, 2024.

B. Extension

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

C. Insurance Affordability

Parties agree that should the premium for the plans offered under MESSA and/or WMHIP exceed the affordability threshold under ACA, the parties would reopen benefits to negotiate plan changes.

KENT INTERMEDIATE SCHOOL BOARD

Coni Taylor

Coni Taylor, Asst. Superintendent – Human Resources

KENT INTERMEDIATE EDUCATION ASSOCIATION/KCEA/MEA

[Signature]

[Signature]

[Signature]

SALARY SCHEDULE

KIEA Paraprofessional Wage Schedule								
2021-22								
2.5% Increase								
Step/Level	1	2	3	4	5	6	7	8
	\$19.45	\$20.38	\$21.41	\$22.36	\$23.26	\$24.30	\$25.52	\$26.80

KIEA Paraprofessional Wage Schedule								
2022-23								
Step + 2.5% increase								
Step/Level	1	2	3	4	5	6	7	8
	\$19.94	\$20.89	\$21.95	\$22.92	\$23.84	\$24.91	\$26.16	\$27.47

KIEA Paraprofessional Wage Schedule								
2023-24								
Step + 2% increase								
Step/Level	1	2	3	4	5	6	7	8
	\$20.34	\$21.31	\$22.39	\$23.38	\$24.32	\$25.41	\$26.68	\$28.02

FREEDOM OF INFORMATION ACT (FOIA)

1. Upon appointment bargaining unit members shall have access to their personnel files. This file shall be the official file maintained with respect to each bargaining unit member.
2. The personnel file shall consist of (but not by way of limitation) the following: Application for Employment; letters of reference (other than those which are exempt from disclosure under law); bargaining unit member performance evaluations; letters of recommendation, praise or thanks; disciplinary materials; and letter of resignation.
3. The District agrees to notify the bargaining unit member by either telephone or fax when the District receives a request for all or part of that bargaining unit member's personnel file under the Freedom of Information Act (FOIA). The bargaining unit member will be provided an opportunity to review the contents before the release of the file. The bargaining unit member may request Association representation in this review. The parties recognize that, under the exceptions provided under Section 13 (1) of the Freedom of Information Act and under the Bullard-Plawecki state law, any of the following information will be automatically redacted from any materials prior to the release of the file:
 - A. Race
 - B. Unlisted telephone number(s)
 - C. Personal insurance information
 - D. Social Security Number(s)
 - E. Bank account information
 - F. Credit union information
 - G. Medical and/or psychological records, facts or evaluations if an individual's identity would be revealed.
 - H. Documents relating to a criminal investigation where no charge(s) was filed or where the charge(s) was found to be unsubstantiated as per Bullard-Plawecki.
 - I. Documents relating to allegations of misconduct or incompetence (excluding evaluation documents), where no charge(s) was/were filed or the allegations were found to be unsubstantiated.
 - J. Documents relating to closed Tenure proceedings (except for documents containing public information), including the charges themselves (including exhibits, testimony, etc.), prior to the final disposition on the charges.
 - K. Any disciplinary information more than four (4) years old, unless the disclosure is required by law.
 - L. Any references to the Bargaining unit member's political or other associations or affiliations, as required under Bullard-Plawecki.
 - M. Student records or references to specific students as required by FERPA.
 - N. Evidence concerning authorization to work in the United States
 - O. Employer references, as required under Bullard-Plawecki.
 - P. Educational transcripts.

- Q. Criminal history checks, including fingerprints.
 - R. Documents pertaining to current litigation involving the requesting party.
 - S. Privileged attorney communications, opinions and work products.
4. Furthermore, the employer agrees that any written documentation pertaining to discipline (including warnings, reprimand, suspension or discharge) will be entered into the bargaining unit member's personnel file no later than October 31 of the school year following the school year in which the discipline was issued. For discipline occurring during the summer, the District will have six (6) months to file the documentation in Human Resources. Any materials not entered into the file within these time periods shall be without effect.
 5. The parties recognize that this agreement is based on their best mutual understanding of current law in the area; they agree to meet to discuss changes should further judicial proceedings or legislative action so require.

GLOSSARY

- A. The term “qualified” as referred to for placement in a position shall be defined as “a person is qualified if he/she has 2000 hours of recent and relevant work experience, or an Associate Degree.”
- B. The term “seniority” as hereinafter used, shall be defined as the length of continuous service in the employ of Kent Intermediate School District since the most recent date of hire in a bargaining unit support staff position.
- C. Good Standing: A member that has not received a Level B or higher written reprimand in the past two (2) years.
- D. Frozen – Shall not accumulate
- E. Qualified – See page 37 (Testing, Licensing and Certification) of contract.

Cooperation to Achieve Efficiency

In order to achieve maximum efficiency, in some isolated, non-precedent setting cases, the Association and the Board agree that there are times that Regions I & II Special Education students may be transported by drivers not in the Kent ISD Region I & II bargaining unit.

Additionally in some isolated, non-precedent setting cases, Regions I & II drivers will be assigned to transport students who reside in districts outside of Regions I & II.

Contract Review Committee

The purpose of the Kent Intermediate School District and the Association in entering into this labor agreement is to set forth their understanding on rates of pay, hours of work and other conditions of employment for Region I & II Special Education Transportation Drivers. Additionally, the Association and the Board encourage and will endeavor to foster the highest possible degree of friendly, cooperative relationships between their representatives at all levels and between all employees. The parties acknowledge that it is desirable to resolve problems through discussion and collaboration. In pursuit of this objective, the Association and the Board agree to meet as frequently as necessary to discuss problems and issues of mutual concern but in no case less than quarterly.