

AGREEMENT

Between

KENT COUNTY INTERMEDIATE SCHOOL
DISTRICT

And

KIEA- CTE Specialists/KCEA/MEA/NEA

August 12, 2024 – August 13, 2027

Kent Intermediate School District
2930 Knapp Street, NE
Grand Rapids, MI 49525
616/364-1333

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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)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. Email may be used to inform Kent ISD staff of changes to Board policies. Staff have access to new and updated policies at www.kentisd.org.

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 Assistant 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.
4. It is understood that, subject to ORS requirements, service credit for union release time may be subject to the Association or employee reimbursing Kent ISD for the employer's ORS costs for that amount of release time each school year.

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.

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 district administrator, if the district administrator 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, subject to mutual agreement, within ten (10) days from the final decision of the Superintendent or the date such was due, whichever is shorter, the parties may submit the grievance to mediation. Grievances that are not satisfactorily resolved through this process shall be submitted to Level 5, Arbitration, only after mediation has been fully exhausted. Neither party shall be obligated to mediation.

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 contractual question submitted to them.
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. 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.

K. 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.

L. Retroactivity

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

M. 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.

10. Any grievance which arose prior to the effective date of this agreement shall not be processed under this agreement, unless mutually agreed to by the parties.

N. Grievance Forms

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

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, color, religion, national origin, age, sex (including pregnancy gender identity, or sexual orientation) 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. A bargaining unit member will be notified via email if a person other than the supervising administrator or Human Resources team member requests access to their personnel file and whether that access was granted.

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. Discipline and Grievance

- (1) No non-probationary bargaining unit member shall be disciplined for reasons that are arbitrary or capricious. 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. Physical examinations and/or drug testing by a doctor of the Board's choice at Board expense shall not be required as a general condition of employment unless otherwise permitted or required by Board policy, 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, where required.
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 (or via email) in September of the year of evaluation. 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, 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. Conducting observations does not require consent unless the observation involves recording or technology as described above.
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.

G. Job Descriptions

New or significantly changed job descriptions will be developed with input from staff. The administration will make a good faith effort to keep the Association president apprised of substantive changes to such job descriptions. 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. As of 9/1/24, for new hires having the same seniority date, the sum of the individual's last four digits of the Social Security Number will be applied - with the greatest sum being most favorable.
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.

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.

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, and posted on the district website.
2. 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, if mutually agreed upon by the unit employee and the administration.

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 selected as advisors or co-advisors to KCTC student organizations will be compensated at the fee rate designated for the respective role within the KIEA agreement.

E. Layoff and Recall

1. Reduction of Staff

Reduction in the CTES 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 CTES 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 Legal Services will meet with the Association President to discuss the proposed layoff;
- b. The Assistant Superintendent for Human Resources and Legal Services 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 within KCTC 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 a period equal to the length of their service at the time of layoff, not to exceed 18 months.

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. 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.
4. 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.

5. Lunch periods. Each bargaining unit member shall have a duty-free lunch period of thirty (30) minutes within the scheduled workday.
6. 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.

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.

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. Staff are encouraged to sign up for notifications through Kent ISD.
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.
3. In the event that pupil instruction is not provided because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county or state health authorities the calendar will be adjusted, if necessary, in order to insure the student instruction days/hours as required by law for the District to receive full State aid or comply with required days / hours of instruction. The parties have agreed to adjust the program calendars to conform with this section. If additional days/hours are necessary, the District and the Association will meet to extend the calendar/hours and such adjustments will be carried out without additional compensation to the extent such days/hours do not exceed the equivalent days/hours lost due to cancellations.

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/worksite 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.
4. 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

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 CTES members who are annually authorized may only substitute teach in areas in which they are annually authorized. KIEA CTES 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 receive their normal hourly rate, and an additional \$35 per session.

For long-term (ten school days or more) subbing positions, CTE specialists will be paid at the BA1 rate in lieu of their normal hourly rate, or in lieu of their regular rate plus \$35 per session taught. The higher rate shall apply at the onset of the long-term assignment when it is planned to be more than ten school days in duration. If it is an unplanned assignment that extends beyond ten school days, the BA1 rate of pay will commence on the eleventh day.

- b. If a CTES applies for and maintains a substitute permit, the unit staff member will receive \$400 via payroll at the conclusion of the school year.

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 assistance to the

bargaining unit member in connection with handling of the incident which may include legal counsel if the District is subject to legal action as a result of the incident

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 physical 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 up to a maximum of 30 work days subject to supporting medical documentation. When workers' compensation is paid, the School Board shall pay the difference between that sum and the bargaining unit member's regular salary utilizing the bargaining member's accumulated paid leave, if any. At such time that bargaining unit member has exhausted all paid leave, the Board will pay that difference for a period not to exceed one year from the injury resulting from assault.

During the first twelve (12) months from initial injury by a student, if a bargaining unit member is qualified for workers' compensation; there shall be no interruption in the following benefits: health/medical insurance, dental and vision reimbursement, life insurance and seniority, subject to the required employee contributions. Employees shall not earn compensable leave days during a compensable Worker's Compensation illness, injury or disability.

Following the twelve (12) months of the initial injury by a student causing disability, or once the employee has exhausted all paid leave – if after one year of injury, seniority within the bargaining unit is the only benefit that will continue to accrue; all other benefits will cease and the employee's position may be posted. If the employee is still disabled at the end of the initial twelve (12) month period, he/she may, at the employee's expense continue health/medical, dental and vision coverage for a period not to exceed the time allowed by the federal law known as COBRA.

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:

2024-25 School Year: Step + 4.5% on the wage schedule

2025-26 School Year: Step + 3.5% on the wage schedule

2026-27 School Year: Step + 3.0% on the wage schedule

Additional step added to the list. Step 9.

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, \$50.00 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 a confirmed ORS retirement, with written notification provided to Human Resources not later than March 15th of the year of retirement. Mid-school year retirements are not eligible.
 - 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. In addition to a voluntary resignation, the following will disqualify a teacher from eligibility for severance pay:
 - a. Any CTES whose dismissal is sustained by the Michigan State Tenure Commission.
 - b. Any CTES who is dismissed or resigns at the request of the Board.
 - c. Any CTES 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

Effective August 12, 2024, the Employer shall pay not more per month towards the medical plan than the following amounts: \$641.90 single; \$1,342.42 two person and \$1,750.65 family. Employees currently enrolled in one of the District's existing medical plans will continue in that plan thru December 31, 2024. There will be no employer contribution to a Health Savings Account, except in cases in which any differential exists between the healthcare premium cost and the healthcare premium contribution caps. In such case, the difference shall be deposited to the bargaining unit member's health savings account (H.S.A.) or medical flex account no later than 30 days from the implementation of the plan.

Effective January 1, 2025 through December 31, 2025, and continuing each January 1 thereafter during the life of this agreement, the employer's monthly

cost shall increase by not more than the PA 152 percent increase for that medical benefit plan coverage year published by the State Treasurer. Employees electing medical plan coverage shall pay the difference in cost via payroll deduction pursuant to the District's IRS section 125 plan and there shall be no employer contribution to the health savings account.

Eligible employees may elect to enroll in one of the following plans:

Plan A – WMHIP Versatile Plan 4	\$500/\$1000	10% Co-Insurance
Plan B – WMHIP Simply Blue Versatile 2	\$500/\$1000	10% Co-Insurance
Plan C – WMHIP Flexible Blue 3	\$2000/\$4000	0% Co-Insurance
Plan D – WMHIP Simply Blue 2	\$2000/\$4000	20% Co-Insurance
Plan E – WMHIP Flexible Blue 6	\$1600/\$3200	10% Co-Insurance
Cash in Lieu (Medical Waived) 75% of PA 152 Single Subscriber Hard Cap		

These plan options, rates and the respective employee contributions are estimated only and will be subject to adjustment based on updated claims experience that influence the annual illustrative rates, as well as any other adjustments defined in this section. Any changes will be communicated through Open Enrollment. Such adjustments in the employee costs based on these factors shall not be subject to challenge or grievance.

In spring of 2025, in preparation for the 2026 medical benefit plan year (1/1/2026 – 12/31/2026) the parties agree to collaborate to identify and compare at least three different medical insurance carriers with various plan options to be presented and considered via a side-by-side analysis prior to the end of the 2025-26 school year. This with the intention of allowing the unit members to provide input for open enrollment 2026.

The District shall not pay more towards annual medical costs than the hard cap limits established pursuant to section 3 of the Publicly Funded Health Insurance Contribution Act.

1. Bargaining unit members employed less than full time, but at least half-time, will receive a prorated share of medical if they contribute their prorated share for insurance coverage, provided that the District is not required to pay on their behalf any penalty, exchange, fee or other cost as a result of PPACA.
2. If a bargaining unit member waives medical coverage, it will be necessary to show proof of MEC medical insurance coverage from another source.

Open Enrollment - Changes in insurance plans can only be made during the open enrollment period (month of November) except in the case of a qualifying event as allowed by the underwriter.

3. Any claim settlement between the employee and the above carrier will not be subject to the grievance procedure. The District's obligation is limited to paying its stated monthly contribution towards the annual medical costs.
4. Employees and/or dependents who have their primary health coverage provided through the employer of their spouse will not be entitled to duplicate payment on the same benefit pursuant to the above, nor will they be eligible for a separate District contribution to the HSA, where applicable. If the employee should lose such coverage, they will become eligible for benefits of this agreement without penalty.
5. If during the life of this agreement the Federal Government issues new regulations under PPACA or its successor which would lead to the District paying any type of tax, penalty or fee, this article shall be re-opened for further negotiations. Likewise, the District may elect to provide additional plan options in order to comply with PPACA or its successor.
6. Each bargaining unit employee receiving health insurance during all or any portion of a calendar month will contribute by pre-tax payroll deduction a monthly amount equal to the difference between the District's contribution and the actual cost of the coverage. The cost of the health insurance for these purposes shall include the then-current illustrative renewal rates and all other related District expenses, taxes, and contributions.

Both parties agree to comply with the Affordable Care Act or its successor and agree that the district may make adjustments based on any future rulings, findings and government guidance on compliance.

Subject to applicable law, employees working less than full time, but at least half-time who elect medical coverage are responsible for all annual medical costs beyond the prorated employer contribution toward the total costs.

Insurance Affordability

Parties agree that should the premium for the plans offered by the employer exceed the affordability threshold under ACA, the parties would reopen benefits to negotiate plan changes for the following plan year.

2. Dental Coverage

Will be provided by the Board. Currently:
Delta Dental
100/100/90/85
\$2500 individual annual maximum

3. Vision Coverage

Will be provided by the Board. Currently:
MESSA Vision Preferred

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 – \$6,000.00
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.

The parties agree to move LTD and Life coverage from MESSA to NIS at the earliest opportunity that does not disadvantage anyone currently on LTD through MESSA.

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 six (6) 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 \$1,500.00 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.

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. If in excess of (3) consecutive days, a request for FMLA is to be initiated by the employee subject to eligibility.
3. If there is probable cause to suspect the misuse of sick absence, a bargaining unit member, upon the request of the Superintendent or designee, 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 communicated, 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, and be entered by the employee in the designated time and

attendance program. 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

Three (3) 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 prior to the holiday and the first scheduled workday following 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 as follows:

Up to 5 days for the death of a spouse, child, grandchild, father, mother, brother, sister, grandfather, grandmother, father-in-law, mother-in-law

Up to 3 days for the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather-in-law, grandmother-in-law, aunts, uncles, cousins, nieces and nephews of the professional staff member. If there exists a demonstrated need to travel for this purpose beyond a 200 mile radius of the bargaining unit member's residence, an additional one or two days may be utilized, as needed – not to exceed a total of 5 days.

These days do not have to be consecutive, but may not be split into more than two occurrences.

Any absence for other than immediate family as detailed above requires advance written approval from the Asst. Superintendent of Human Resources.

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 except as follows:

During the first twelve (12) months if a bargaining unit member is qualified for workers' compensation; there shall be no interruption in the following benefits: health/medical insurance, dental and vision reimbursement, life insurance and seniority, subject to the required employee contributions. Employees shall not earn compensable leave days during a compensable Worker's Compensation illness, injury or disability.

Following the twelve (12) months, or once the employee has exhausted all paid leave, seniority within the bargaining unit is the only benefit that will continue to accrue; all other benefits will cease and the employee's position may be posted. If the employee is still disabled at the end of the initial twelve (12) month period, he/she may, at the employee's expense continue health/medical, dental and vision coverage for a period not to exceed the time allowed by the federal law known as COBRA.

- 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 Kent ISD.

J. Sick Day Donation Protocol

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

The intent of the sick leave donation protocol 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 unit staff member must submit the following information in writing or electronically to Human Resources 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 donated sick days 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. Bargaining unit members with more than 200 accrued days may donate up to three 3 sick days.
- a. Members must have accumulated a minimum of twenty (20) sick days in order to donate to the Sick Bank.

3. Administration of Sick Leave Donation Protocol

- 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 may 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. Family Medical Leave Act (FMLA)

The District will grant FMLA leaves under the terms and conditions as described herein and in accordance with the FMLA. FMLA leave is unpaid, unless otherwise described below.

1. Employees are eligible for FMLA leave if they have been employed by the District for at least 12 months prior to the commencement of the leave and have worked at least 1250 hours during the year preceding the start of the leave (1250 hours is defined as "hours worked" and does not include paid leaves, holidays, school breaks or other paid or unpaid leave). If the leave is foreseeable, the employee will provide the District with a minimum of thirty (30) days prior written notice. When the approximate timing of the need for leave is not foreseeable, an employee must provide notice to the District as soon as practicable. The notice will include the reason for the leave, the

beginning date and expected ending date. All FMLA requests will receive a response as to the employee's eligibility within five (5) business days in accordance with applicable FMLA regulations.

2. Eligible employees may take up to a total of 12 weeks of FMLA leave for one or more of the following reasons:
 - a. The birth of a child or placement of a child with the employee for adoption or foster care; .
 - b. To care for a spouse, child or parent of the employee who has a serious health condition as defined by the FMLA;
 - c. The employee's own serious health condition that makes the employee unable to work.
 - d. To address certain qualifying exigencies permitted under the FMLA when the employee's spouse, child or parent is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation.
 - e. Additionally, for leaves of the type described in (f) below, an employee is eligible for up to 26 workweeks of unpaid leave in a single 12-month period:
 - f. To care for a member of the Armed Forces (including the National Guard or Reserves) who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. Only 12 of the 26 weeks may be for a FMLA-qualifying reason other than to care for a covered service member.
3. Employees who qualify for FMLA due to the birth of a child 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 employee continues to experience a serious health condition related to the birth beyond the initial 6-8 weeks. Accrued paid leave may be used by staff members to care for a spouse who has given birth for up to two (2) weeks following the birth. Use of additional accrued paid leave by the spouse may also be approved by the District beyond the two weeks with appropriate medical documentation. Upon return from an approved FMLA leave for the birth of a child (or legal adoption) the district will restore up to 5 paid leave days that were used during the leave. If the employee had no paid leave to use, no such restoration shall be made.

4. The District may require a complete and sufficient medical certification of the serious health condition from the employee's health care provider or the employee's spouse, child or parent's health care provider. Certification, if required, must include the date on which the condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition, and a statement that the employee is unable to work due to a serious health condition or the employee is needed to care for a spouse, child or parent with a serious health condition.

Generally, the employee must provide the requested certification to the District within 15 calendar days after the District's request. If an employee fails to return the certification in a timely manner, the District may delay or deny FMLA protections for the leave following the expiration of the 15-calendar day period until a complete and sufficient certification is provided.

The District at its expense, may require a second and/or third opinion in accordance with applicable FMLA regulations.

5. Upon return to work, the District may require a written notification (Fitness for Duty) from the health care provider certifying that the employee is able to return to work.
6. Eligible spouses who work for the District are limited to a combined total of 12 workweeks of leave in a 12-month period for the following FMLA-qualifying reasons:
 - a. the birth of a son or daughter and bonding with the newborn child,
 - b. the placement of a son or daughter with the employee for adoption or foster care and bonding with the newly-placed child, and
 - c. the care of a parent with a serious health condition.

When both spouses are employed by the District a combined total of 26 work weeks of leave during the single 12 month period is available if the leave is taken to care for a covered service member with a serious injury or illness.

7. Entitlement for child care or bonding leave ends after the child reaches the age of one (1) year or 12 months after the adoption or placement of the child. Employees may not use FMLA leave for bonding leave or new placement of a child intermittently or to work a reduced schedule without the District's prior approval. The mother shall be entitled to up to 30 days of paid leave for a normal birth (up to 40 days for cesarean birth) to the extent she has sick days available in her sick leave bank. The father in such case may use up to 10 paid days from his sick leave bank, to the extent he has sick days available. In the event that medical complications require a longer leave for the illness of a spouse, up to 30 additional sick days, if available, may be used for that spouse's personal illness upon providing the District with medical documentation requiring such additional leave.

8. In the event that an employee will require intermittent or reduced leave under the terms of the FMLA due to planned medical treatment, the District will work with the employee to arrange a mutually agreeable leave schedule according to the provisions of the FMLA. **The employee must consult with the District and make a reasonable effort to schedule planned medical treatment so as not to disrupt unduly the District's operations, subject to the approval of the health care provider.**
9. Upon the employee's return from leave, he/she will be restored either to the same position of employment previously held or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. Assignment of the employee will be the decision of the Board.

Health benefits will be continued during the leave under the same conditions and at the same level as if the employee were employed. To maintain insurance coverage while on unpaid FMLA leave, an employee will need to continue to make any normal contributions to the cost of health insurance premiums. Cash in lieu payments will not continue during unpaid FMLA.

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 will continue to accrue during the leave.

10. The District, at its sole option, may require the employee to use accrued paid leave concurrent with the Family and Medical Leave Act.
11. Fringe benefits will continue as specified under FMLA for any leave which meets with the provisions of FMLA.

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

Both parties have entered into and conducted good faith negotiations in which each party has had the right and opportunity to make demands and proposals with regard to all mandatory subjects of bargaining. Agreement has been reached between the parties hereto including formal ratification of the terms hereof by the governing body of the Board and by the employees represented by the Association and as such, it is understood that no changes involving the terms of this agreement which may affect the parties may be made without the written agreement of both the Board and the Association.

This contract shall be effective as of August 12, 2024, and shall continue in effect until August 13, 2027.

B. Extension

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

KENT INTERMEDIATE SCHOOL BOARD



Dave Rodgers, Asst. Superintendent – Human Resources



Board President

KENT INTERMEDIATE EDUCATION ASSOCIATION/KCEA/MEA



SALARY SCHEDULE

**KIEA CTES Wage Schedule
2024-2025
Increased 4.5%**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$21.26	\$22.27	\$23.40	\$24.43	\$25.41	\$26.55	\$27.88	\$29.28	\$30.31

**KIEA CTES Wage Schedule
2025-2026
Increased 3.5%**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$22.00	\$23.05	\$24.22	\$25.29	\$26.30	\$27.48	\$28.86	\$30.31	\$31.37

**KIEA CTES Wage Schedule
2026-2027
Increased 3.0%**

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
\$22.66	\$23.74	\$24.94	\$26.05	\$27.09	\$28.31	\$29.72	\$31.21	\$32.31

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.