

MASTER AGREEMENT

AUGUST 12, 2024 - AUGUST 13, 2027

This Agreement is made and entered into
By and between the School Board of the Kent
Intermediate School District
(hereinafter referred to as the “Board”)

and

KIEA- MySchool@Kent/Success Link
Blended Learning Instructors (MSK-I)
MSK-I/KCEA/MEA/NEA
(hereinafter referred to as the “Association”).

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 professional 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 encourages 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 MSK-I as defined in Section II of Act 379 of the Michigan Public Acts of 1965, for certified, licensed and non-certified professional personnel employed by the Board in the areas of Special Education and Career Technical Education and Great Start Readiness Program, Myschool@kent/Success Link including:

a. Blended Learning Instructor

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

Instructor or teacher shall refer to bargaining unit members subject to sections 1248 and 1249 of the Michigan Revised School Code.

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 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, the selection of any special textbooks, teaching materials or aides of any kind, non-teaching activities, and the terms and conditions of employment, it being understood that the Association shall be given the opportunity to express an opinion, if it so desires, as to determination of such textbooks, materials or aids prior to a final decision by the Board.
4. A bargaining unit member's professional judgment will govern the implementation of the curriculum, keeping in mind the guidelines and requirements established by the Board and/or standards/law.

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 in furtherance thereof, and the use of judgment and discretion in connections 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 Board policy will be disseminated in the current manner. Changes will be forwarded to the Association president and secretary.
3. E-Mail will be used to inform Kent ISD staff of changes to Board policies. Staff will be directed to www.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, printers, audio visual equipment, 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.
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. Union Member

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.

G. 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 ten (10) 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 twelve (12) work days total may be requested by the bargaining unit members to attend annual MEA conferences. 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) work days in advance through the immediate supervisor. All requests must be signed by the Association President and Assistant Superintendent - Human Resources and Training. 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 will be granted one and one half hours, during normal working hours, for an association business meeting for all bargaining unit members. This time is to be held prior to the first student attendance day.
 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 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, 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 of the Superintendent 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.

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 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. 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. Matters Not Subject to Grievance Shall Include:

1. Discipline, termination of services or failure to reemploy any probationary unit employee.
2. Evaluation of probationary unit member
3. Any matters subject to the Michigan Teacher Tenure Act, as revised.

4. Any decisions regarding selection or assignment of extra-duty positions.
5. Any grievance which arose prior to the effective date of this Agreement shall not be processed under this agreement.

N. 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: e.g., Teacher Tenure Act.
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 - Human Resources and Training 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.

O. 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.

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 member 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. Arbitrary and Capricious and Grievance

1. No bargaining unit member shall be reprimanded or suspended without pay for reasons that are arbitrary and capricious.

2. Reprimands issued under this Article may be the subject of a grievance within the terms and conditions of the professional grievance procedure set forth in Article V of this Agreement.
3. No probationary or non-tenure bargaining unit members shall be discharged without due process.
4. 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. In the event that the discipline process leading to termination is necessary with professional staff, the steps listed below will be followed:
 1. Verbal warning – Documentation for files
 2. Written warning – Copy for files
 3. One (1) to three (3) days suspension from job without pay – documentation for files
 4. Termination

The District, however, reserves the right to omit certain steps in the above stated process if the situation so warrants.

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. 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. Evaluation-

1. Evaluation shall be governed by applicable Board Policies and administrative guidelines, including, but not limited to, Board Policy 4403 subject to change (both in content and number), but will be shared with staff upon Board approval/revision.

ARTICLE VII
SENIORITY, LAYOFF AND RECALL

A. Individual Contracts

1. Each bargaining unit member shall be employed pursuant to a written contract. Each contract shall state the terms of employment, including salary and length of employment.
2. It is understood that the Board reserves the right to use its sole discretion to assign and/or transfer bargaining unit members to job assignments, provided the bargaining unit member shall be given an opportunity to be heard before being assigned or transferred to another department, and provided further, that any such transfer or assignment or request thereof shall be made by the Superintendent or appropriate Director.

B. Reduction of Staff

It may be necessary to reduce the number of professional 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. Layoff procedures are outlined in

applicable board policies and administrative guidelines, including, but not limited to Board Policy 4405 subject to change (both in content and number), but will be shared with staff upon Board approval.

C. Seniority

1. Seniority shall be computed from the most recent date of hire in a professional position minus any time spent on layoff or unpaid leave (except that time spent on sabbatical, 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. As of the 2024-25 school year, seniority sequence for new hires having the same hire date will be determined by the sum of the individual's last four digits of the Social Security Number - with the greatest sum being most favorable.
2. Seniority will not accrue for those individuals who assume administrative positions. For the duration of their administrative position, their seniority will be "tolled". An individual may return from an administrative position if a vacancy exists. If an individual returns from an administrative position, their seniority will continue to accrue from the point at which their seniority was tolled.
3. Part-time employment of 0.5 FTE or more shall be counted as continuous service and shall not be prorated. For purposes of continuous service part-time employment of less than 0.5 FTE shall not be counted.
4. For purposes of continuous service, an individual working full-time must be actively employed for a minimum of ninety-one (91) days during the regular contract year.
5. Seniority shall be lost for all purposes where:
 - a. employment is terminated for any reason;
 - b. a bargaining unit member does not return to employment after an approved leave of absence;
 - c. a bargaining unit member has been on layoff for more than one (1) years; or
 - d. a bargaining unit member's certificate/approval lapses.
6. Credit given, for salary or other purposes, for prior experience or for any other reason other than continuous service to the Kent Intermediate

School District shall not be included for purposes of determining seniority hereunder.

7. Vacancies
Employment opportunities are posted at www.kentisd.org

ARTICLE VIII

GENERAL WORKING CONDITIONS FOR BARGAINING UNIT MEMBER

A. Work Day

1. Blended Learning Instructors are expected to work thirty-five (35) hours per week. This will include a combination of face to face onsite support for students, as well as online support. It is expected that staff will communicate online support availability to students. The Blended Learning Instructors shall have one remote work day per week. The Blended Learning Instructors shall have a thirty (30) minute duty free lunch break.

B. 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.

1. Each bargaining unit member will attend at the request of the administrator up to two myschool@kent open houses or marketing events after normal school hours for up to two hours.
2. No additional compensation will be afforded to staff working during the open house or marketing event.

C. Building Closing

1. In the event weather or other conditions necessitates the closing of an assigned building or program, bargaining unit members of that building or program will be informed via text, auto call, radio and television stations. It is suggested that staff opt in to Kent ISD's technology-based notifications.
2. To verify an announcement or to check for building closings, a bargaining unit member may call 616-365-2234 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.

D. 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 scheduled for services that day.

E. 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 or Assistant Superintendent.

F. 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.

G. 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.

H. Equipment and Supplies

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.

I. 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.

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 staff, 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.

J. Professional Development

Professional development for instructional/support staff is required by Michigan Department of Education Code (380.526 & 1527) as of October, 2001.

1. The district shall include a minimum of thirty-five (35) hours of professional development.
2. The district shall provide meaningful and relevant professional development and shall as far as possible, provide options in recognition of varying needs of bargaining unit members. The director, when scheduling professional development will consult with the school improvement team. The professional development identified will be based on the needs as indicated by the committee or as required by the State of Michigan for Certificate renewal. Such consultation shall occur during normally scheduled work days.

K. Staff Meetings

Bargaining unit members will attend staff meetings held at the end of the normal work day as called by the Administration. These meetings will be limited to no more than twice a month with a maximum of thirteen (13) times during the school year. The meetings will be no longer than sixty (60) minutes in duration. Meetings will not normally be scheduled on Friday or on the last work day before

a vacation period. A schedule of the regular meeting dates/times will be provided to staff in the fall.

L. Bargaining Unit Member Protection/Assault

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.

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.

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.

M. Enrollment and Section Limitations

1. Each Blended Learning Instructor will be limited to 180 students per semester.
2. Student enrollment will be captured three weeks prior to end of each semester.
 - a. Students currently enrolled or students who are grade finalized as of the capture date will be counted as an enrolled student.
 - b. Only those students for whom the bargaining unit member is the instructor will be counted.
 - c. Students can only be counted once per semester.
 - d. Staff will be compensated \$85.00 per student over the 200 limit per semester.
3. Each staff member will be assigned to instruct no more than 18 courses per semester. Staff members will be compensated \$500 per course assigned over the 18 per semester.
4. In order to reduce teaching load below the limitations notes in this section, administration should attempt to hire staff through permanent additions to the bargaining unit, temporary contracted staff or subcontracted staff.

ARTICLE IX

PROFESSIONAL COMPENSATION AND BENEFITS

A. Salary

1. The salaries of bargaining unit members covered by this Agreement are set forth in the salary schedules attached hereto. Bargaining unit members shall receive

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

2025-26 School Year: Step + 3% on wage scale

2026-27 School Year: Step + 3% on wage scale

(See Appendix A)

Bargaining unit members achieving a Master's plus 30 credits or a Master's plus Master's degree will receive a \$500.00 annual end of the year bonus. Bargaining unit members achieving a doctoral degree will receive a \$1,000.00 annual end of the year bonus.

2. The salary schedules are based on a contractual period of 182 work days which include 177-180 student days and the balance being professional development days.
3. Salaries for additional periods shall be as determined by the Board for the particular services involved. It is understood that the rate of compensation for any extended work period in the same position for which professional personnel are employed during the school year shall be at a prorata amount, otherwise, the provisions of VII.C.2. shall apply to other extended work periods.
4. 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.
5. Off-contract work on curriculum development and other related work shall be paid at the rate of \$27.00 per hour and shall be voluntary.
6. For the 2025-26 and 2026-27 school years only, bargaining unit members shall receive off-schedule payments of \$1,000 in each year. These payments do not add to base salary and do not alter the wage scale. Payments shall be split into two segments with \$500 in December and \$500 in June.

B. Financial Gain

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

C. Salary Schedules

1. A bargaining unit member's salary shall be determined by his placement on the attached salary schedule. See Appendix A.
2. A bargaining unit member's placement on the schedule will depend upon his/her academic degree and the number of years' experience in his/her particular specialization, or in an approved related field, as determined by the Board.
3. Bargaining unit members on the top of the salary schedule shall receive the district approved annual salary percentage increase
4. For subsequent school years following the first school year spent at step 20 of any column on the salary schedule, the following payments will take place off schedule, and be paid in June:
 - 1st such year after Step 20 - \$1000
 - 2nd such year after Step 20 - \$1100
 - 3rd such year after Step 20 - \$1200
 - Increasing each such year by \$100 as shown above, not to exceed a maximum of \$2,500.

D. 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 re-employment, may be reinstated at the step on the salary schedule which would have applied if he had not left employment.

E. Method of Payment

1. A bargaining unit member shall beginning in August be paid in 26 biweekly installments. Salary and installments shall be prorated for employment that is less than a full school year.

2. A bargaining unit member may elect to receive all earned salary in the final pay check of the fiscal year, in which the salary was earned, if the bargaining unit member has filed a written request with the Associate Superintendent for Administrative Services prior to May 1st of the fiscal year.

F. Extended Periods of Employment

1. The Board shall attempt to provide extended employment opportunities during the summer months, to bargaining unit members covered by this Agreement.
2. Notices of any such summer work opportunities, including the rate of pay, will be posted 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.
 - a. Bargaining unit members who serve as mentors will receive an annual Flat Fee - the fee will be the same as current fee paid to student organization advisors.
 - b. The principal will approve the recognition of all student organizations and advisors.
 - c. Required meetings held after the regular work day must be approved by the principal. Major projects/assignments will be brought to the attention of the principal and will be considered on a case by case basis. If more than five (5) after school meetings are required and approved by the principal, the bargaining unit member will be paid at the off-contract work rate for curriculum development. Meetings shall not exceed sixty (60) minutes in duration. Off-contract work on curriculum development and other related work shall be paid at the rate of \$27.00 per hour and shall be voluntary.
3. It is understood that in selecting the particular bargaining unit members who are to be offered extended contracts or other comparable professional 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.
4. 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.

G. 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.

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.

H. Dental Insurance

Delta Dental
100/100/90/85

Class I & II Benefits – 100%
Class III Benefits – 90%

NOTE: \$2,500.00 maximum per person total per contract year for Class I and Class II benefits.

Class IV Benefits – 85%

NOTE: \$3,000 maximum per person total per contract year for Class IV benefits plus adult rider.

Deductible: None

I. Vision Insurance

MESSA Vision Preferred
Examination and lenses covered
Frames or Contact Lenses covered up to \$135

J. Life Insurance

1 x Annual Salary (\$50,000 Max.)

K. Long-Term Disability

The Board will pay the premium for Long Term Disability insurance with the following provisions:

Benefits Coverage – 66-2/3%
Maximum Monthly Benefit – \$6,000.00
Qualifying Period – 90 Calendar Day Modified
Maternity Coverage – Yes
Mental/Nervous Waiver – Yes

L. 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 (\$1,000.00) 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 (\$1,000.00).

- 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. The limit of group term life insurance, paid for by the Board, shall be set at fifty thousand dollars (\$50,000.00).
- f. 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.
- g. 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.

M. 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.

N. Conference Leave and Expense

- 1. Bargaining unit members may 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 Superintendent or Assistant Superintendent. Reimbursement for travel expenses 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. 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 their supervisor.

O. Reimbursement for Costs of Continuing Education

1. Bargaining unit members shall have the right to submit a written request for pre-approval of reimbursement toward the cost of continuing education. The Board shall have the right to use its sole discretion in approving or rejecting any such request.
2. Reimbursement for the cost of tuition (to the amounts defined below) will be paid by the Board upon documentation of successful completion (grade of 2.5 or better) of approved course work. Prior approval of the appropriate Director and the Assistant Superintendent for Human Resources is required before registration. Such course work will be in an area directly related to the bargaining unit member's employment or in a degree program related to the education profession offered through a regionally accredited college or university unless prior approval is received from the Assistant Superintendent of Human Resources & Legal Services for attendance at an alternative college.
3. The amount of tuition reimbursement per semester hour shall be the average off-campus tuition charge for graduate courses for Michigan State University, Western Michigan University and Central Michigan University effective on September 1st. These calculations will be used for reimbursement for classes taken each contract year (September through August). Classes substantially completed during the summer months and completed in September will be reimbursed and counted against the prior school year.
 - a. Subject to language and available funds each member may be reimbursed three (3) credits per school year. Reimbursement for credits taken beyond the three (3) up to a maximum of nine (9) credits is subject to funds remaining in the reimbursement pool at the end of the school year.
 - b. Classes taken during the Summer and Fall will be reimbursed and counted toward the current school year and will be eligible for the first semester reimbursement. Classes taken in the Winter and Spring will be eligible for second semester reimbursement. Reimbursement for Summer courses will be paid no later than the first pay period in October assuming all required documentation is submitted to the HR office no later than September 15. Reimbursement for Fall courses will be paid no later than the first

pay in February assuming all required documentation is submitted to the HR office no later than January 30th. Reimbursement for Winter and Spring courses will be paid no later than the final pay in June assuming the required documentation is submitted no later than June 1st.

- c. At the end of the school year any remaining funds in the pool will be redistributed for reimbursement to any members who still have amounts outstanding for reimbursement.

ARTICLE X

LEAVE PROVISIONS

A. Paid Sick Leave

1. Each full-time bargaining unit member shall accumulate ten (10) sick leave days annually which will be front loaded at the start of each school without limitation as to accumulation. This amount reflects credit for one day per month worked. In the event that a staff member leaves prior to the completion of a full school year, his/her salary will be prorated to reflect the number of sick days used versus the number earned.
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 professional staff member.
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.
5. 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.

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

B. Sick Leave Donation Protocol

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

The intent of the 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 bargaining unit member wishing to request a donation of day 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.
- 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

- 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.

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

C. 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 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.

1. Emergency absences shall not exceed a maximum total of 4 two-hour blocks, or 8 one-hour blocks per school year.
2. Emergency absences shall not be deducted from allowances made for other forms of absence.
3. Final approval, or disapproval, shall rest entirely with the immediate supervisor.

D. Personal Leave

1. Each bargaining unit member will be allowed three (3) days of absence during each school year without loss of salary for personal use. No more than four (4) staff (instructors and coaches) in the program will be allowed to take personal business leave on any one day/date. When building administrators deem it viable they may exceed the above guideline.

It is recognized that such request shall be made five (5) days in advance except in the case of emergency.

2. Personal days may not be taken the first two (2) weeks of the school year except in extenuating circumstances. Personal days may not be used immediately after a holiday or vacation period. Personal days will be allowed at the discretion of the supervisor at all other times of the year.

3. Two (2) Personal Days may be used together if approved by the Supervisor.
4. There will be no carry-over of Personal Days.
5. 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. Two hundred dollars (\$200) per individual per day,
 - b. Day for day transfer into the bargaining unit member's accumulated paid sick leave.

E. Professional Leave

1. Any full-time bargaining unit member may be granted leave without loss of pay for professional responsibilities (such as active participation in conferences, seminars, conventions, et cetera) which make it necessary for the bargaining unit member to be absent during usual working hours.
2. Requests for time and expenses to provide such an honorary contribution to the bargaining unit member's professional specialty shall be granted on the approval of the Superintendent or his designee.
2. The parties understand and agree that the Superintendent, or his designee, shall have no obligation to grant any request under this Paragraph, but shall be free to use the Superintendents own discretion in this connection.

F. Bereavement

1. 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.

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

G. Proration

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

H. 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.

I. 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.

J. 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 Workers 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.

2. 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 3/10^{ths} 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 2.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 2.a above within thirty (30) days of his/her return to work.
3. 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 if the position is still being offered by the services of KISD.
4. Right to Leave for Treatment: A bargaining unit member will be able to use their sick time, personal days or emergency absence time for additional medical appointments.
4. Physician Consultation: A bargaining unit member who suffers a work-related disability shall notify the Administration and then visit the designated health care professional for evaluation. In the event that further care or treatment is necessary, the bargaining unit member may request to use his/her own physician or medical treatment.

K. Severance Pay

- 1. Kent Intermediate School District will pay the following rate based on the accumulation of sick leave days:
 - a. \$30 for having accumulated up to 50 days
 - b. \$45 for having accumulated 51 to 100 days
 - c. \$50 for having accumulated 101 to 150 days
- 2. Kent Intermediate School District will pay for a maximum of one hundred fifty (150) 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 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, unless the parties mutually agree to an exception.

- 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.

ARTICLE XI

UNPAID LEAVES OF ABSENCE

A. Medical Leave

1. Any professional 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 leave 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.
2. Any applications 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. of this Article.

2. A child care leave of absence, including child bonding as defined by law, 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 former position upon return from the leave providing that the person is still being offered by the services of KISD.
 - c. A three (3) 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.
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 Assistant Superintendent - Human Resources & Legal Services 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 five (5) 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 at least ninety-one (91) school 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. Bargaining unit members 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

PROFESSIONAL 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.
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

SITE BASED DECISION MAKING

A. Purpose

The Board agrees to the concept of total quality as a process for Site Based Decision Making. The total quality process will be used as means to open communication, foster trust and, ultimately, develop the ability to problem solve for the continuous improvement of quality education at Kent Intermediate School District.

B. Variations from Master Agreement

The parties recognize that some experiments may conflict with the terms and conditions of the Master Agreement. Such variations are acceptable under the Agreement provided such variation is approved by the Board and the Association. Any variation must be submitted in writing to the Board and the Association. Said variations must be mutually agreed upon by both the Board and the Association, and shall not be precedent setting nor shall they extend beyond the life of the Master Agreement.

C. Participation

Any participation in SBDM/TQM, whether in full or in part, shall be voluntary. The participation or lack of participation of an individual bargaining unit member or group of bargaining unit members in SBDM/TQM shall neither be considered nor have merit in the Board's decisions regarding the evaluation, assignment (including extra duty, conference attendance, etc.), promotion, discipline or discharge of any bargaining unit member or any other condition of employment including the placement of any information in any bargaining unit member's personnel file.

D. Membership

Total quality teams will be formed in each building representative of teachers, non-instructional staff and when possible employers, advisory committee members, parents and students.

ARTICLE XIV

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 XV

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 teacher from the teaching position, or stoppage of work or abstinence, in whole or in part, from the full, faithful, and proper performance of the teacher's duties of employment) to occur during the life of this Agreement.

ARTICLE XVI

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.

FOR THE KENT INTERMEDIATE
SCHOOL BOARD





Dave Rodgers, Assistant Superintendent -
Human Resources & Legal Services



Andrea Hoidal
Board President

KENT COUNTY
EDUCATION ASSOCIATION





Salary Schedules**MySchool@Kent Salary Schedule****2024-2025****Increased 4.5%**

Step	BA	BA+18	MA	MA+15	MA+MA, MA+30
1	\$47,229	\$48,471	\$50,956	\$51,577	\$52,199
2	\$48,471	\$49,715	\$52,199	\$52,820	\$53,441
3	\$49,715	\$50,956	\$53,441	\$54,064	\$54,684
4	\$50,956	\$52,199	\$54,684	\$55,306	\$55,929
5	\$52,199	\$53,441	\$55,929	\$56,548	\$57,172
6	\$53,441	\$54,684	\$57,172	\$57,792	\$58,415
7	\$54,684	\$55,929	\$58,415	\$59,036	\$59,656
8	\$55,929	\$57,172	\$59,656	\$60,278	\$60,900
9	\$57,172	\$58,415	\$60,900	\$61,519	\$62,142
10	\$58,415	\$59,656	\$62,142	\$62,762	\$63,384
11	\$59,656	\$60,900	\$63,384	\$64,006	\$64,627
12	\$60,900	\$62,142	\$64,627	\$65,248	\$65,868
13	\$62,142	\$63,384	\$65,868	\$66,491	\$67,111
14	\$63,384	\$64,627	\$67,111	\$67,734	\$68,357
15	\$64,627	\$65,868	\$68,357	\$68,978	\$69,600
16	\$65,868	\$67,111	\$69,600	\$70,221	\$70,841
17	\$67,111	\$68,357	\$70,841	\$71,463	\$72,083
18	\$68,357	\$69,600	\$72,083	\$72,705	\$73,328
19	\$69,600	\$70,841	\$73,328	\$73,948	\$74,569
20	\$70,841	\$72,083	\$74,569	\$75,192	\$75,811

MySchool@Kent Salary Schedule
2025-2026
Increased 3.0%

Step	BA	BA+18	MA	MA+15	MA+MA, MA+30
1	\$48,646	\$49,925	\$52,485	\$53,124	\$53,765
2	\$49,925	\$51,206	\$53,765	\$54,404	\$55,044
3	\$51,206	\$52,485	\$55,044	\$55,685	\$56,324
4	\$52,485	\$53,765	\$56,324	\$56,966	\$57,607
5	\$53,765	\$55,044	\$57,607	\$58,245	\$58,887
6	\$55,044	\$56,324	\$58,887	\$59,526	\$60,167
7	\$56,324	\$57,607	\$60,167	\$60,807	\$61,446
8	\$57,607	\$58,887	\$61,446	\$62,086	\$62,727
9	\$58,887	\$60,167	\$62,727	\$63,365	\$64,006
10	\$60,167	\$61,446	\$64,006	\$64,645	\$65,285
11	\$61,446	\$62,727	\$65,285	\$65,926	\$66,565
12	\$62,727	\$64,006	\$66,565	\$67,205	\$67,844
13	\$64,006	\$65,285	\$67,844	\$68,486	\$69,125
14	\$65,285	\$66,565	\$69,125	\$69,766	\$70,408
15	\$66,565	\$67,844	\$70,408	\$71,047	\$71,688
16	\$67,844	\$69,125	\$71,688	\$72,328	\$72,966
17	\$69,125	\$70,408	\$72,966	\$73,607	\$74,245
18	\$70,408	\$71,688	\$74,245	\$74,886	\$75,527
19	\$71,688	\$72,966	\$75,527	\$76,166	\$76,806
20	\$72,966	\$74,245	\$76,806	\$77,448	\$78,085

MySchool@Kent Salary Schedule
2026-2027
Increased 3.0%

Step	BA	BA+18	MA	MA+15	MA+MA, MA+30
1	\$50,105	\$51,423	\$54,060	\$54,718	\$55,378
2	\$51,423	\$52,742	\$55,378	\$56,036	\$56,696
3	\$52,742	\$54,060	\$56,696	\$57,356	\$58,014
4	\$54,060	\$55,378	\$58,014	\$58,675	\$59,335
5	\$55,378	\$56,696	\$59,335	\$59,992	\$60,653
6	\$56,696	\$58,014	\$60,653	\$61,312	\$61,972
7	\$58,014	\$59,335	\$61,972	\$62,631	\$63,289
8	\$59,335	\$60,653	\$63,289	\$63,949	\$64,609
9	\$60,653	\$61,972	\$64,609	\$65,266	\$65,926
10	\$61,972	\$63,289	\$65,926	\$66,585	\$67,244
11	\$63,289	\$64,609	\$67,244	\$67,904	\$68,562
12	\$64,609	\$65,926	\$68,562	\$69,222	\$69,880
13	\$65,926	\$67,244	\$69,880	\$70,540	\$71,198
14	\$67,244	\$68,562	\$71,198	\$71,859	\$72,520
15	\$68,562	\$69,880	\$72,520	\$73,178	\$73,839
16	\$69,880	\$71,198	\$73,839	\$74,498	\$75,155
17	\$71,198	\$72,520	\$75,155	\$75,815	\$76,472
18	\$72,520	\$73,839	\$76,472	\$77,133	\$77,793
19	\$73,839	\$75,155	\$77,793	\$78,451	\$79,111
20	\$75,155	\$76,472	\$79,111	\$79,771	\$80,428

APPENDIX B

Additional Personnel Provisions and Procedures Pertaining Only to Classroom Teachers

For the purposes of this collective bargaining agreement, subjects contained in this Appendix "B" shall apply only to Teachers as defined in Section 1249 of the Michigan Revised School Code as of July 1, 2024. That designation and the associated provisions shall not apply to professional ancillary staff nor shall it apply to any certificated persons within the bargaining unit who are not currently assigned to deliver instruction directly to pupils as teacher of record.

Teacher / Instructor Placement

This language is intended only as a summary of Board policy 4402, the portions referring specifically to teachers as defined above. This summary does not alter or limit the Board policy in any way, nor does it subject the policy, including this summary, to grievance or arbitration unless expressly provided by law. (See Board Policy 4402 for additional details)

Decisions regarding the appropriate placement of effective teachers shall be determined by the Superintendent or designee at their discretion. The uniqueness of CTE and Center Programs operated by Kent ISD require that the administration have the discretion to determine teacher placement.

Placement includes, but is not limited to, assignment, transfer, or the filling of a position with current staff or newly hired teachers. Placement does not include reduction in force or recall decisions.

Teacher placement decisions shall be based on the following clear and transparent factors:

- a. Staffing the curriculum with the most effective, certified, and qualified teachers to instruct the applicable courses, grades, and school schedule.
- b. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.
- c. Teacher placement decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249.
- d. Teacher placement decisions will be guided by the following criteria:

- i. Retaining the most effective teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), and department(s).
- ii. Teachers must be properly certified, approved, or authorized for all aspects of their assignments. The teacher's certification, authorization, or approval status will be:
 - A) Determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations; and
 - B) Based on documentation on file with the Superintendent's office.

A teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.

If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

- iii. In addition, teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:
 - A) Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
 - B) Credentials needed for District, school, or program accreditation;
 - C) District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
 - D) Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
 - E) Disciplinary record, if any
 - F) Length of service in a grade level(s) or subject area(s);
 - G) Recency of relevant and comparable teaching assignments;
 - H) Previous effectiveness ratings;

- I) Attendance and punctuality;
 - J) Rapport with colleagues, parents, and students;
 - K) Ability to withstand the strain of teaching;
 - L) Compliance with state and federal law; and
 - M) Other relevant factors as determined by the Superintendent or designee.
- e. Length of service may be considered as a tiebreaker if a teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.

Each year, not later than March 1st, a bargaining unit teacher may express in writing a preference for and/or request consideration for a teacher position for which the bargaining unit member is certified and qualified. Such requests submitted to the MySchool@Kent, respectively may be considered by the administration, but do not guarantee any request will be honored. All placement decisions must be made in compliance with the ISD's clear and transparent placement procedures.

Vacant Positions

The Superintendent or designee determines when a vacancy exists. Generally, a vacancy is an unassigned, open position or a newly created position which the District intends to permanently fill. Consistent with Board Policy 4205, vacancies may be posted by the administration and be filled by a certified and qualified internal or external candidate consistent with policy. The Superintendent or designee has full discretion to assign Professional Staff or contractors to cover employee absences consistent with business necessity and operational needs.

Teacher / Instructor Reduction in Force and Recall

This language is intended only as a summary of Board policy 4405, the portions referring specifically to teachers as defined above. This summary does not alter or limit the Board policy in any way, nor does it subject the policy, including this summary, to grievance or arbitration unless expressly provided by law. (See Board Policy 4405 for additional details)

When making program and staffing decisions resulting in the elimination of a teaching position or the recall of a teacher to a vacant teaching position, the Board will retain the most effective classroom teachers who are certified and qualified to instruct courses within the applicable curriculum, academic levels, and departments. The Board has the exclusive right to determine the size of the

teaching staff based on curricular, fiscal, and other operating conditions. To the extent that the determinations involve Revised School Code Section 1248 requirements, the clear and transparent procedures of this Policy shall guide the implementation of that statute.

General Provisions:

The Superintendent is responsible, acting within the approved budget, for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing teaching staff or that a reduction in teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the teaching positions to be reduced.

Reduction in force and recall decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249 and Policy 4403.

Decisions about the reduction and recall of teachers will be guided by the same criteria as shown above in Teacher Placement (d, i -iii, including iii A-M)

Teachers must provide the District with current information and documentation supporting the teacher's certification and qualifications.

Reduction and recall decisions will be based on the teacher's certification and qualifications in the District's records at the time of the decision.

A laid off teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.

Failure to maintain current contact information may negatively impact the teacher's recall.

Teacher reductions and recalls are by formal Board action.

Before the Board authorizes a teacher reduction, the Superintendent or designee will notify, in writing, the affected teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.

The Superintendent or designee will provide written notice of Board reduction in force or recall decisions to each affected teacher.

A teacher's length of service with the District or tenure under the Teachers' Tenure Act will not be the sole factor in reduction in force and recall decisions.

Teacher reduction in force and recall decisions will be implemented by the process defined in Board Policy 4405.

Teacher / Instructor Performance Evaluation

This language is intended only as a summary of Board policy 4403, the portions referring specifically to teachers as defined above. This summary does not alter or limit the Board policy in any way, nor does it subject the policy, including this summary, to grievance or arbitration unless expressly provided by law. (See Board Policy 4403 for additional details)

The Board's authority shall not be limited by policy or this summary in any decisions to non-renew a professional staff member's contract at the end of the contract's term.

Teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:

2. a year-end evaluation process that meets statutory standards;
3. an evaluation tool that incorporates components required by law, including:
 - a. locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249;
 - b. the teacher's performance; and
 - c. objective criteria.
4. an individualized development plan (IDP) with performance goals developed by the evaluator in consultation with the teacher and recommended training designed to improve the teacher's effectiveness for:
 - a. all probationary teachers;
 - b. teachers rated minimally effective or ineffective during the 2023-24 school year school year;
 - c. teachers rated needing support or developing; or
 - d. at the evaluator's discretion when performance deficiencies are noted.
4. classroom observations of at least 15 minutes each which include, at a minimum, a review of the teacher's lesson plan, the state curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items;

5. a mid-year progress report, if required by law, which aligns with the teacher's individualized development plan, includes specific performance goals developed by the evaluator, and any recommended training identified by the evaluator;
6. a year-end performance evaluation effectiveness rating, of effective, developing, or needing support;
7. tenured teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations may be evaluated triennially, but if the teacher is not rated as effective on one of the triennial year-end evaluations, the teacher must receive year-end evaluations;
8. a mentor for teachers rated developing or needing support or for teachers in the first year of probation;
9. opportunity for a tenured teacher rated needing support on a year-end evaluation to request a review consistent with Revised School Code Section 1249;
10. a tool approved by MDE, a modified MDE tool, or a local evaluation tool if adopted in compliance with Revised School Code Section 1249 and corresponding regulations;
11. website posting of required information for the evaluation tool;
12. training on the evaluation tool for teachers and evaluators as required by law; and
13. other components that the Superintendent or designee deems relevant, important, or in the District's best interests.

If a tenured teacher is rated ineffective or needing support on 3 consecutive year-end evaluations, the teacher shall be discharged consistent with due process. The District is not precluded from discharging a teacher at other times as provided by the Teachers' Tenure Act.

If a teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used.

The parties agree to convene and determine student growth measures for MySchool@Kent teachers during the summer of 2024. If no mutual agreement can be met by the start of the 2024-25 school year, unless contrary to RSC 1249, the same growth measures used in the 2023-24 school shall apply for the 20% of the teacher's evaluation.

Grievance Procedure. An alleged violation of this Appendix is not subject to grievance or arbitration. Probationary teachers cannot challenge any decision concerning evaluation, placement, and layoff/recall. An Arbitrator, however, has jurisdiction to consider a grievance filed under the Article V grievance procedure by a tenured teacher after receiving two (2) consecutive ratings of "Needing Support" on their most recent performance evaluations.

GLOSSARY

- A. Michigan Tenure Act Bargaining Unit Members: For the purposes of this Agreement, the terms “probation” and “tenure” for “certified” teachers shall apply to those teachers who are employed in positions for which certification is necessary.

“Probation” and “tenure” for certified teachers shall be the same as that listed in the Michigan Teachers Tenure Act 4 of 1973, as amended.

- B. Non-Michigan Tenure Act Bargaining Unit Members: Each bargaining unit member who is not covered or will not become eligible to be covered by the Michigan Teachers’ Tenure Act, shall be placed on probation for the first four (4) years of employment with Kent Intermediate School District.
- C. Approval shall mean the license, registration or similar credentials necessary to perform in the position for which an individual is hired i.e. Physical Therapist, etc.
- D. 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 professional position.
- E. Professional position shall refer to those personnel as listed in Article II, A.1. of this Agreement.
- F. Good Standing: A member that has not received a Level Two (written warning) or higher written reprimand in the past two (2) years.
- G. Catastrophic illness: Any illness that requires lengthy hospitalization, extremely expensive therapies, or other care that would deplete a family’s financial resources, i.e., sick days, unless covered by special medical policies.

Examples such as, but not limited to:

PREGNANCY Toxemia, Pre-eclamsia, Premature birth requiring neonatal intensive care.

CANCER Chemotherapy that disables bargaining unit members, need to care for an immediate family member with cancer (Hospice), cancer treatment

needing to seek treatment outside the immediate area
(Ann Arbor, Mayo Clinic, etc.)

REHAB

Long term rehab following an auto accident, stroke, or
other diagnosis needing rehab

CHRONIC ILLNESS

Illnesses that disables the bargaining unit member for
an extended length of time, depression, diabetes,
kidney disease needing hem dialysis, other diseases