

# MASTER AGREEMENT

SEPTEMBER 1, 2021 - AUGUST 31, 2024

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”).

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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, Kent Innovations High School, Myschool@kent/Success Link including:
  - a. Instructor,
  - b. Career Advisor/Counselor,
  - c. Community-Based Vocational Training Coordinator,
  - d. Enrollment Coordinator
  - e. Marketing Coordinator
  - f. Outreach Coordinator,
  - g. Physical Therapist,
  - h. Retail Coordinator
  - i. Support Teacher
  - j. Teacher Consultant,
  - k. Technology Coordinator
  - l. Transition Assessment/Planning Facilitator,
  - m. Work-Based Learning Coordinator
  - n. Work Readiness Coordinator,
  - o. Work Study Coordinator,
  - p. Lead GSRP Teacher
  - q. 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.

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 "Intranet site" for new and updated policies.

## ARTICLE IV

### ASSOCIATION PRIVILEGES

#### A. Membership Rights

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

#### B. Statutory Rights

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

#### C. Building Use

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

#### D. Information

The Board agrees to furnish to the Association, in response to reasonable requests, public information when available to the Board, in the form in which it is kept, concerning the financial resources of the District, tentative budgetary requirements and appropriations and such other public information in the possession of the Board as may assist the Association in developing accurate and constructive programs on behalf of the bargaining unit members covered

under this Agreement or which may be necessary for the Association to process any grievance or complaint.

E. Recognition at Board Meetings

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

F. 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.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### A. Grievance Defined

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

#### B. Purpose

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

#### C. Procedure

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

#### D. Level 1 (Verbal)

An aggrieved shall, within ten (10) days after the facts giving rise to the grievance have first occurred, or when the alleged grievance first became known, discuss the grievance, either alone or with an Association representative, with their

immediate supervisor, specifically identifying the discussion as being a Level 1 grievance matter. The minutes of this meeting shall be prepared and distributed to both parties by the immediate supervisor.

E. Level 2 (Immediate Supervisor)

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

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

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

F. Level 3 (Superintendent)

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

The Superintendent or designee shall, within ten (10) days from the receipt of the grievance, meet with the aggrieved and, if requested by the aggrieved or the Association, an Association representative.

The Superintendent or designee shall provide a written response to the aggrieved and the Association within five (5) days from the Level 3 meeting.

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

G. Level 4 (Mediation)

If the grievance is not resolved at Level 3, the Association and the aggrieved may, within ten (10) days from the final decision of the Superintendent or the date such was due, whichever is shorter, submit the grievance to mediation. The

resolution of such grievance shall be mediated by the parties through the interest-based dispute resolution process. The parties shall develop the implementation of this process including the necessary training. The process will be reduced to writing and added as Appendix E. of this Agreement. Grievances that are not satisfactorily resolved through this process shall be submitted to Level 5, Arbitration, only after the interest-based resolution process has been fully exhausted.

H. Level 5 (Arbitration)

If the grievance is not resolved at Level 4, the Association and the aggrieved may, within ten (10) days from the final decision 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 question submitted to him.
2. Further, it is agreed that the arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement; nor shall the arbitrator substitute his discretion for that of the Board or the Association where such discretion has been retained by the Board or the Association under Article III or IV, respectively; nor shall the arbitrator exercise any responsibility or function of the Board or of the Association.
3. The decision of the arbitrator shall be final and binding on both parties.

J. Fees and Expenses

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

K. Retroactivity

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

L. General Provisions

1. It is expressly understood that the grievance procedure shall not apply to any matter for which a statute or regulation provides a procedure for obtaining relief: 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.

M. Grievance Forms

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

N. Limitations of Arbitrator

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

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

## ARTICLE VI

### INDIVIDUAL BARGAINING UNIT MEMBER PRIVILEGES AND RESPONSIBILITIES

#### A. Civil Rights

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

#### B. Bargaining Unit Member Conduct

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

#### C. Bargaining Unit Member Records

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

#### D. Complaints and Reprimands

1. Complaints directed toward a bargaining unit member shall be called to the bargaining unit member's attention at the earliest possible time if a permanent record is to be made of such complaint.
2. Bargaining unit 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. Each person prior to entering the employment of the Kent Intermediate School District shall have a drug screen by a doctor of the Board's choice at Board expense. Physical examination shall not be required as a general condition of employment unless otherwise required for licensure or other legal mandated reasons.
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 3220 and Administrative Guidelines 3220a which are 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. Method of Payment

1. A bargaining unit member shall elect in writing prior to the first payroll period of the school year beginning in September whether the salary shall be paid in 22 or 26 biweekly installments.
2. The election, once made, shall be irrevocable for that year, except that 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 1<sup>st</sup> of the fiscal year.

#### C. 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 are advisors to student organizations will be compensated at a flat fee of \$400. The principal will approve the recognition of all student organizations and advisors.
  - b. 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.
  - c. The principal will approve the recognition of all student organizations and advisors.
  - d. 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.

D. 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 3131 and Administrative Guidelines 3131a which are subject to change (both in content and number), but will be shared with staff upon Board approval.

E. 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.

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 seventeen and one-half (17.5) hours per week or more shall be counted as continuous service and shall not be prorated. For purposes of continuous service part-time employment of less than seventeen and one-half (17.5) hours per week shall 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 three (3) 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  
Notice of internal vacancies will be emailed to MSK-I personnel and KIEA President prior to external posting.

## 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.
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.

#### 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, posted on bulletin boards in each district building along with a copy of such posting to the Association.

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 legal assistance to the bargaining unit member in connection with handling of the incident. Such assistance shall include the provision of legal counsel.

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 an assault resulting in an injury inflicted by a student(s) on a bargaining unit member while the bargaining unit member is acting in the line of duty and the student is under the jurisdiction of the school and when the bargaining unit member is found not to have provoked the incident, the time lost, if any, by the bargaining unit member shall not be charged against the bargaining unit member's accumulated leave day(s) and the bargaining unit member shall continue to be paid by the School Board. When workers' compensation is paid, the School Board shall pay the difference between that sum and the bargaining unit member's regular salary. During the above period of such disability, said bargaining unit member shall be entitled to full applicable privileges included in this agreement.

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 180 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 one (1) step and 2.5% salary increase on schedule for the 2021-22 school year and one (1) step and 2.5% salary increase on schedule for the 2022-23 school year and (1) step and 2.0% salary increase on schedule for the 2023-2024 school year. (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 180 student days and two (2) 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.

#### 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. A \$150.00 merit stipend for Blended Learning Instructors who receive an overall effective rating will be paid at the end of each school year.
5. A \$250 wellness incentive will be paid for the completion of three (3) wellness goals. Payments will be made on the final pay in June. Some examples may include having a yearly physical, doctor recommended health screening, maintaining a membership to a gym or health club, working in an organized fitness/athletic/weight control or nutrition club or organization, completion of smoking cessation programs, other agreed upon fitness, health tracking measures with prior approval from Human Resources or a documented wellness fitness management session with a financial advisor.

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

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

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. Insurance

1. Blended Learning instructors will receive the single subscriber cap amount of up to \$8,500 toward the purchase of health insurance for two person or full family coverage. In the event that the staff member elects not take health

benefits through Kent ISD, the bargaining unit member will be eligible for cash in lieu of benefits in the amount of 75% of the annual hard cap established with CPI for January of each year.

1. Health Insurance Options

The group will shift to the MESSA non-medical benefits effective January 1, 2022

- a. WMHIP PPO  
\$500/\$1000 deductible; 10% co-insurance  
Dental and Vision  
Life & Long Term Disability
  - b. WMHIP Flexible Blue 2  
\$1350/\$2700 deductible  
Dental and Vision  
Life & Long Term Disability
  - c. WMHIP Flexible Blue 3  
\$2000/\$4000 deductible  
Dental and Vision  
Life & Long Term Disability
  - d. WMHIP Simply Blue  
\$1350/\$2700 deductible; 20% co-insurance  
Dental and Vision  
Life & Long Term Disability
  - e. No Medical  
Cash-in-lieu of insurance annual amount (prorated for partial year)  
Dental and Vision  
Life & Long Term Disability
2. Dental & Vision Coverages
- a. SET-SEG/ADN Dental 100 preventive/100 basic/90 major/85 ortho  
(Annual limit \$2500) (Ortho Lifetime limit \$1500)
  - b. SET-SEG/ADN Vision – Union plan
3. Life & Long Term Disability
- a. Life Insurance Benefit -1 times salary (capped at \$50,000)
  - b. LTD Benefit Coverage – 66 2/3%; qualifying period – 3 months

F 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.

G. 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.

H. Reimbursement for Costs of Continuing Education

1. Bargaining unit members shall have the right to submit a written request for 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 Associate Superintendent for Administrative 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 1<sup>st</sup>. 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 30<sup>th</sup>. 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 1<sup>st</sup>.
- 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.

NOTE: C.E.U.s will be converted to semester hour equivalents in order to calculate the tuition reimbursement amounts owed in each circumstance.

## ARTICLE X

### LEAVE PROVISIONS

#### A. Paid Sick Leave

1. Each 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 Bank

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

The intent of the sick leave bank (slb) is to bridge the time/days between a bargaining unit member's accumulated sick days and long term disability or in the

cases of prolonged illness in which absences are frequent but long-term disability is not available.

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

Type of illness with a doctor's verification that the member is unfit to return to work. This verification must include the length of time the bargaining unit member may be off work.

- b. Sick days requested are to be used for long term, extended serious medical conditions which must require a doctor's verification statement (see FMLA guidelines).
- c. A bargaining unit member requesting sick days from the bank must have exhausted his/her sick leave day balance at the time of the request.
- d. Re-evaluation of the bargaining unit member's circumstances may occur after 15-20 days per the union or the administration request. At this time there may be one more request for days. After there are two requests, no more will be made unless there are extenuating circumstances.

## 2. Donation of Sick Days by Bargaining Unit Members

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

## 3. Administration of Sick Leave Bank

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

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

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.

1. Emergency absences shall not exceed a maximum total of 4 two- 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. When, on November 15 or the day prior to spring break, more than four (4) staff members (instructors and coaches) per program request personal leave, a lottery will be used for the selection process. The same individuals are eligible only once every three (3) years. All names are submitted to the Association President and a lottery is held by November 1<sup>st</sup> and March 1<sup>st</sup> or the first business day thereafter if this date falls on a weekend. No names will be considered beyond the dates even if the slots are not filled.
3. 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.
4. Two (2) Personal Days may be used together if approved by the Supervisor.
5. There will be no carry-over of Personal Days.

6. 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. Immediate family shall include only the spouse, child, grandchild, father, mother, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather-in-law, grandmother-in-law, aunts, uncles, cousins, nieces and nephews of the professional staff member. Absence for an immediate family bereavement shall not exceed five (5) working days per incident. These days do not have to be consecutive.
2. Any absence for other than immediate family requires approval from the Superintendent which will be limited to five (5) working days per year.

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 and accrue as if the bargaining unit member was actively employed.
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<sup>ths</sup> 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 retirement.
  - a. If a member is forced into an involuntary separation based on staff reductions due to program closures the member shall receive a sick day payout.
  
3. The following will disqualify a teacher from eligibility for severance pay:
  - a. Any teacher whose dismissal is sustained by the Michigan State Tenure Commission.
  - b. Any teacher who is dismissed or resigns at the request of the Board.
  - c. Any teacher who leaves the system contrary to the provisions of the Michigan State Tenure Act or contrary to the terms of the teacher's employment contract.

## 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 shall be granted a medical leave of absence without pay for the duration of such illness or disability, up to a total of one (1) calendar year provided that this period may be extended at the sole discretion of the Board up to the number of years of service of such bargaining unit member in the District.
2. Any 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 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. A professional personnel whose leave extends beyond one (1) calendar year but less than three (3) years shall have the same reinstatement rights as provided under Paragraph D.2. below of this Article.
2. A bargaining unit member having at least two (2) years of continuous employment in the District who is on leave under the terms of Paragraph C.1. of this Article XI, shall be reinstated at the start of a semester in that bargaining unit member's former position or in a substantially equivalent position providing a vacancy exists at the conclusion of such leave and providing that the bargaining unit member has submitted written notice of intent to return to the Department Supervisor and to the Assistant Superintendent - Human Resources and Training at least ninety (90) calendar days before the start of such semester. If no vacancy exists, the bargaining unit member shall be placed on an extended leave for a maximum of 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. Fringe Benefit Continuation

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

1. For any leave under Paragraph A., monthly premiums shall be paid for the balance of the school year in which the leave began;
2. For any leave under Paragraph C., the Board will pay a pro-rata share of the annual insurance premium cost, based on the percentage of the 187 work days actually worked by the bargaining unit member during that school year.

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

E. Family Medical Leave Act (FMLA)

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

- a. the serious health conditions of the bargaining unit member; or
- b. the serious health condition of the bargaining unit member's spouse, parent or child; or
- c. the birth of a child; or
- d. the placement of a child for adoption or foster care.

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

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

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

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

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

Seniority shall continue to accrue during the FMLA Leave. The bargaining unit member shall have the right to take the Leave on a reduced or intermittent schedule.

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

## ARTICLE XII

### 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

This contract shall be effective as of September 1, 2021, and shall continue in effect until August 31, 2024. The parties agree to a three (3) year agreement with a reopener to discuss salary and benefits in year three.

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

*Coni Taylor*

Coni Taylor, Assistant Superintendent -  
Human Resources & Legal Services

KENT COUNTY  
EDUCATION ASSOCIATION

*Matthew Cornell-Reda*

*MT*

*Don Ebbelby*

**2021-22 Salary Schedule**

In addition to the increases noted in Article IX, Salary, the parties agree that in 2021-22, an off schedule payment of 3% of salary paid in 2 payments (1.5% in December and 1.5% at the end of the school year)

<b>MSK SALARY SCHEDULE</b>					
<b>2021-22</b>					
<b>2.5% Increase</b>					
<b>Step</b>	<b>BA</b>	<b>BA18</b>	<b>MA</b>	<b>MA15</b>	<b>MA30/MAMA</b>
1	\$43,228.00	\$44,365.00	\$46,640.00	\$47,208.00	\$47,778.00
2	\$44,365.00	\$45,503.00	\$47,778.00	\$48,345.00	\$48,914.00
3	\$45,503.00	\$46,640.00	\$48,914.00	\$49,484.00	\$50,052.00
4	\$46,640.00	\$47,778.00	\$50,052.00	\$50,621.00	\$51,191.00
5	\$47,778.00	\$48,914.00	\$51,191.00	\$51,758.00	\$52,329.00
6	\$48,914.00	\$50,052.00	\$52,329.00	\$52,897.00	\$53,466.00
7	\$50,052.00	\$51,191.00	\$53,466.00	\$54,035.00	\$54,603.00
8	\$51,191.00	\$52,329.00	\$54,603.00	\$55,172.00	\$55,741.00
9	\$52,329.00	\$53,466.00	\$55,741.00	\$56,308.00	\$56,878.00
10	\$53,466.00	\$54,603.00	\$56,878.00	\$57,446.00	\$58,015.00
11	\$54,603.00	\$55,741.00	\$58,015.00	\$58,584.00	\$59,152.00
12	\$55,741.00	\$56,878.00	\$59,152.00	\$59,721.00	\$60,289.00
13	\$56,878.00	\$58,015.00	\$60,289.00	\$60,859.00	\$61,426.00
14	\$58,015.00	\$59,152.00	\$61,426.00	\$61,996.00	\$62,567.00
15	\$59,152.00	\$60,289.00	\$62,567.00	\$63,135.00	\$63,704.00
16	\$60,289.00	\$61,426.00	\$63,704.00	\$64,273.00	\$64,840.00
17	\$61,426.00	\$62,567.00	\$64,840.00	\$65,410.00	\$65,977.00
18	\$62,567.00	\$63,704.00	\$65,977.00	\$66,546.00	\$67,116.00
19	\$63,704.00	\$64,840.00	\$67,116.00	\$67,684.00	\$68,253.00
20	\$64,840.00	\$65,977.00	\$68,253.00	\$68,822.00	\$69,389.00

<b>MSK SALARY SCHEDULE</b>					
<b>2022-2023</b>					
<b>2.5% Increase</b>					
<b>Step</b>	<b>BA</b>	<b>BA18</b>	<b>MA</b>	<b>MA15</b>	<b>MA30/MAMA</b>
1	\$44,309.00	\$45,474.00	\$47,806.00	\$48,388.00	\$48,972.00
2	\$45,474.00	\$46,641.00	\$48,972.00	\$49,554.00	\$50,137.00
3	\$46,641.00	\$47,806.00	\$50,137.00	\$50,721.00	\$51,303.00
4	\$47,806.00	\$48,972.00	\$51,303.00	\$51,887.00	\$52,471.00
5	\$48,972.00	\$50,137.00	\$52,471.00	\$53,052.00	\$53,637.00
6	\$50,137.00	\$51,303.00	\$53,637.00	\$54,219.00	\$54,803.00
7	\$51,303.00	\$52,471.00	\$54,803.00	\$55,386.00	\$55,968.00
8	\$52,471.00	\$53,637.00	\$55,968.00	\$56,551.00	\$57,135.00
9	\$53,637.00	\$54,803.00	\$57,135.00	\$57,716.00	\$58,300.00
10	\$54,803.00	\$55,968.00	\$58,300.00	\$58,882.00	\$59,465.00
11	\$55,968.00	\$57,135.00	\$59,465.00	\$60,049.00	\$60,631.00
12	\$57,135.00	\$58,300.00	\$60,631.00	\$61,214.00	\$61,796.00
13	\$58,300.00	\$59,465.00	\$61,796.00	\$62,380.00	\$62,962.00
14	\$59,465.00	\$60,631.00	\$62,962.00	\$63,546.00	\$64,131.00
15	\$60,631.00	\$61,796.00	\$64,131.00	\$64,713.00	\$65,297.00
16	\$61,796.00	\$62,962.00	\$65,297.00	\$65,880.00	\$66,461.00
17	\$62,962.00	\$64,131.00	\$66,461.00	\$67,045.00	\$67,626.00
18	\$64,131.00	\$65,297.00	\$67,626.00	\$68,210.00	\$68,794.00
19	\$65,297.00	\$66,461.00	\$68,794.00	\$69,376.00	\$69,959.00
20	\$66,461.00	\$67,626.00	\$69,959.00	\$70,543.00	\$71,124.00

<b>MSK SALARY SCHEDULE</b>					
<b>2023-2024</b>					
<b>2.0% Increase</b>					
<b>Step</b>	<b>BA</b>	<b>BA18</b>	<b>MA</b>	<b>MA15</b>	<b>MA30/MAMA</b>
1	\$45,195.00	\$46,383.00	\$48,762.00	\$49,356.00	\$49,951.00
2	\$46,383.00	\$47,574.00	\$49,951.00	\$50,545.00	\$51,140.00
3	\$47,574.00	\$48,762.00	\$51,140.00	\$51,735.00	\$52,329.00
4	\$48,762.00	\$49,951.00	\$52,329.00	\$52,925.00	\$53,520.00
5	\$49,951.00	\$51,140.00	\$53,520.00	\$54,113.00	\$54,710.00
6	\$51,140.00	\$52,329.00	\$54,710.00	\$55,303.00	\$55,899.00
7	\$52,329.00	\$53,520.00	\$55,899.00	\$56,494.00	\$57,087.00
8	\$53,520.00	\$54,710.00	\$57,087.00	\$57,682.00	\$58,278.00
9	\$54,710.00	\$55,899.00	\$58,278.00	\$58,870.00	\$59,466.00
10	\$55,899.00	\$57,087.00	\$59,466.00	\$60,060.00	\$60,654.00
11	\$57,087.00	\$58,278.00	\$60,654.00	\$61,250.00	\$61,844.00
12	\$58,278.00	\$59,466.00	\$61,844.00	\$62,438.00	\$63,032.00
13	\$59,466.00	\$60,654.00	\$63,032.00	\$63,628.00	\$64,221.00
14	\$60,654.00	\$61,844.00	\$64,221.00	\$64,817.00	\$65,414.00
15	\$61,844.00	\$63,032.00	\$65,414.00	\$66,007.00	\$66,603.00
16	\$63,032.00	\$64,221.00	\$66,603.00	\$67,198.00	\$67,790.00
17	\$64,221.00	\$65,414.00	\$67,790.00	\$68,386.00	\$68,979.00
18	\$65,414.00	\$66,603.00	\$68,979.00	\$69,574.00	\$70,170.00
19	\$66,603.00	\$67,790.00	\$70,170.00	\$70,764.00	\$71,358.00
20	\$67,790.00	\$68,979.00	\$71,358.00	\$71,954.00	\$72,546.00

## APPENDIX B

### FREEDOM OF INFORMATION ACT (FOIA)

Upon appointment, bargaining unit members shall have access to their personnel files. This file shall be the official file maintained with respect to each bargaining unit member.

The personnel file shall consist of (but not by way of limitation) the following: Application for Employment; letters of reference (other than those which are exempt from disclosure under law); bargaining unit member performance evaluations; letters of recommendation, praise or thanks; disciplinary materials; and letter of resignation.

The District agrees to notify the bargaining unit member by either telephone or fax when the District receives a request for all or part of that bargaining unit member's personnel file under the Freedom of Information Act (FOIA). The bargaining unit member will be provided an opportunity to review the contents before the release of the file. The bargaining unit member may request Association representation in this review. The parties recognize that, under the exceptions provided under section 13 (1) of the Freedom of Information Act and under the Bullard-Plawecki state law, any of the following information will be automatically redacted from any materials prior to the release of the file:

- A. Race
- B. Unlisted telephone number(s)
- C. Personal insurance information
- D. Social Security Number(s)
- E. Bank account information
- F. Credit union information
- G. Medical and/or psychological records, facts or evaluations if an individual's identity would be revealed
- H. Documents relating to a criminal investigation where no charge(s) was filed or where the charge(s) was found to be unsubstantiated as per Bullard-Plawecki
- I. Documents relating to allegations of misconduct or incompetence (excluding evaluation documents), where no charge(s) was/were filed or the allegations were found to be unsubstantiated
- J. Documents relating to closed Tenure proceedings (except for documents containing public information), including the charges themselves (including exhibits, testimony, etc.), prior to the final disposition on the charges
- K. Any disciplinary information more than four (4) years old, unless the disclosure is required by law
- L. Any references to the bargaining unit member's political or other associations or affiliations, as required under Bullard-Plawecki
- M. Student records or references to specific students as required by FERPA

Freedom of Information Act (FOIA)

Page Two:

- N. Evidence concerning authorization to work in the United States
- O Employer references, as required under Bullard-Plawecki
- P. Educational transcripts
- Q. Criminal history checks including fingerprints
- R. Documents pertaining to current litigation involving the requesting party
- S. Privileged attorney communications, opinions and work products

Furthermore, the employer agrees that any written documentation pertaining to discipline (including warnings, reprimand, suspension or discharge) will be entered into the bargaining unit member's personnel file no later than October 31 of the school year following the school year in which the discipline was issued. For discipline occurring during the summer, the District will have six (6) months to file the documentation in Human Resources. Any materials not entered into the file within these time periods shall be without effect.

The parties recognize that this agreement is based on their best mutual understanding of current law in the area; they agree to meet to discuss changes should further judicial proceedings or legislative action so require.

**GLOSSARY**

- A. 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