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Grand Rapids, Mich.  
49502

MASTER AGREEMENT

BETWEEN

THE KENT INTERMEDIATE SCHOOL  
DISTRICT BOARD OF EDUCATION

AND

THE KENT INTERMEDIATE  
EDUCATION ASSOCIATION

July 1, 1975 - June 30, 1976

SCHOOL YEAR  
1975-1976

Kent Intermediate School District

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MASTER AGREEMENT

This Agreement is made and entered into this 20th day of October, 1975 by and between the Board of Education of the Kent Intermediate School District (hereinafter referred to as the "Board") and the Kent Intermediate Education Association, affiliated with the Michigan Education Association (hereinafter referred to as the "Association").

ARTICLE I - PURPOSE AND INTENT

A. Objective

1. 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

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

C. Legal Reference and Agreement

1. 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 Intermediate Education Association as the exclusive bargaining representative, as defined in Section II of Act 379 of the Michigan Public Acts of 1965, for all certified personnel or professional personnel having probationary or tenure status employed by the Board as:
  - a. School Psychologists,
  - b. School Social Workers,
  - c. Speech and Language Pathologists,
  - d. Teachers of Homebound or Hospitalized,
  - e. Teacher Consultants for the Physically Impaired,
  - f. Teacher Consultants for the Mentally Impaired,
  - g. Vocational Rehabilitation Consultants,
  - h. Teacher Consultants for the Learning Disabled,
  - i. Curriculum Resource Consultants, and
  - j. Teacher Consultants for the Emotionally Impaired,
2. but excluding all supervisory (including Directors, Coordinators and Department Supervisors), administrative, clerical, custodial and maintenance personnel.
3. The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit defined above.
4. The term "Board" shall include its officers and agents.

B. Negotiations

1. The Board agrees not to negotiate with any organization other than that designated above as the bargaining representative of the employees covered hereby.

ARTICLE III - BOARD RIGHTS AND RESPONSIBILITIES

A. Board Rights

1. The Board, on 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:
  - a. To executive management and administrative control of the school system and its properties and facilities and the activities of its employees;
  - b. To hire all employees, 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 employees employed; and to promote and transfer all such employees;
  - c. To determine the hours of instruction, and the duties, responsibilities, and assignments of employees with respect thereto, the selection of any special textbooks, teaching materials or aids of any kind, non-teaching activities, and the terms and conditions of employment, it being understood that the Association shall be given an opportunity to express an opinion, if it so desires, as to the determination of such textbooks, materials or aids prior to a final decision by the Board.

B. Terms of Agreement

1. 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 connection therewith shall be limited by and subject to the specific and express terms of this Agreement.

ARTICLE IV - ASSOCIATION PRIVILEGES

A. Membership Rights

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

B. Statutory Rights

1. The Association, on its own and its individual members' behalf, retains and reserves without limitation all powers, rights, authority, duties and responsibilities 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 approval of the Superintendent for the purpose of holding meetings of the Association or conducting Association business.

D. Information

1. The Board agrees to furnish to the Association from time to time, in response to reasonable requests, public information then 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 employees covered under this Agreement or which may be necessary for the Association to process any grievance or complaint.

E. Recognition at Board Meetings

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



F. Agency Shop

The following provisions shall be effective on and after February 1, 1972, with respect to any employee who is a member of the Association on or after that date and to each new employee first employed by the Board on or after such date:

1. Each employee shall, as a condition of employment,
  - a. join the Association and pay the periodic (Local-Michigan-National Education Association) dues by authorizing the deduction of such amounts from his salary; or
  - b. elect not to join the Association but to pay it a representation fee in an amount equal to its dues (Local-Michigan-National Education Association) by authorizing the deduction of such amounts from his salary.
2. If any employee to whom the foregoing provisions apply fails to comply therewith and the Association certifies such fact to the Board and requests it to institute dismissal proceedings, the Board shall give such employee notice that his employment will not be continued after the end of the then current school year.
3. If the employee challenges that decision before an agency or court of competent jurisdiction, such employee's employment will be continued in normal fashion until the end of the school year following the time when there is a final decision by an agency or court of competent jurisdiction (which has not been appealed by any party to the action) upholding such termination.
4. In the event the Board, acting on the request of the Association, discharges or attempts to discharge an employee for failure to comply with these provisions, the Association agrees to indemnify and hold the Board harmless from any and all damages and judgments which may result from such action except for loss which may be caused by the Board's negligence.
5. Employees who elect to pay a representation fee in lieu of joining the Association shall be afforded whatever insurance coverage and other comparable benefits as are afforded to Association members and shall be afforded the same representation rights as are extended to Association members.

#### G. Dues Authorization

1. On or before March 1, 1972, each employee who is covered by the terms of Paragraph F above will individually deliver to the Board a signed authorization to deduct the combined KIEA, MEA and NEA dues and assessments prevailing for that academic year or to deduct a representation fee equal in amount to the combined KIEA, MEA and NEA dues and assessments
2. Such authorization will continue in effect from year to year unless revoked in writing from June 1, to September 1, in any year.
3. Pursuant to such authorization, the Board will deduct such monies from the employee's salary in ten (10) installments during the months of September through June, in amounts as equal as is practical.
4. Deductions for employees employed after commencement of the school year shall be appropriately prorated.
5. All amounts so deducted shall be promptly remitted to the Association.
6. The Association shall indemnify and save harmless the Board for all sums improperly checked off and remitted to the Association.

#### H. Doing of Association Business

1. The Board agrees that it may be necessary from time to time for officers or agents of the Association (particularly during professional negotiations) to request occasional and brief time during usual working hours to do Association business relative to representation of employees covered by this Agreement.
2. The Board agrees that reasonable requests for such "released time" may be granted by the Superintendent.
3. Persons who are not employees of the Board shall obtain prior approval of the Superintendent or his representative to conduct any Association business during normal working hours. Such approval shall not be unreasonably withheld.

ARTICLE V - GRIEVANCE PROCEDURE

A. Grievance Defined

1. For the purpose of this Agreement, a grievance is defined as any claim or complaint by an employee or by the Association that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement.
2. All such grievances shall be processed as hereinafter provided.

B. Level One

1. The aggrieved employee shall begin the grievance procedure by informally discussing the matter with his immediate supervisor within five (5) school days after the facts become known, with the object of informally resolving the matter.
2. If not so resolved, a written statement of the grievance, signed by the grievant, shall be filed with his immediate supervisor within five (5) school days after such informal discussion.
3. Such statement shall recite the facts alleged, the provision of the Agreement involved, and the relief requested.
4. Within five (5) school days thereafter, the aggrieved employee and his immediate supervisor (together with the Assistant Superintendent for Special Education, if he is not the employee's immediate supervisor) and a representative of the Association shall meet to discuss the matter in an effort to resolve it.

C. Level Two

1. If not resolved at such meeting, a written answer to the grievance shall be given by the Assistant Superintendent for Special Education within five (5) school days after such meeting.

2. If the employee is not satisfied with that answer he shall then forward the grievance and answer to the Superintendent within five (5) school days after receipt of the answer.
3. The aggrieved employee and a representative of the Association shall meet with the Superintendent within five (5) school days thereafter to discuss the matter in an effort to resolve it.

D. Level Three

1. If not settled at such meeting, the Superintendent or his designee shall give his written answer within five (5) school days of such meeting to the aggrieved employee and the Association.
2. If not settled as a result of such answer, either the Board or the Association shall have the right to appeal the dispute to a mutually satisfactory arbitrator under and in accordance with the rules of the American Arbitration Association.
3. Such appeal must be taken by written notice given to the other party within five (5) school days from the date the answer is given.

E. Power of Arbitrator

1. The arbitrator shall have the power and authority as set forth herein to resolve such grievance.
  - a. 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.
  - b. It is further specially 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.

- c. The decision of the arbitrator shall be final and binding on both parties.

F. 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.

G. Retroactivity

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

H. Salary Scales

1. The arbitrator shall have no power to establish salary scales.

I. Limitations of Arbitrator

1. The arbitrator shall have no power to rule on any of the following:
  - a. The termination of services of or failure to re-employ any probationary employee.
  - b. The placing of a non-tenure employee on a third year of probation.
  - c. The termination of services or failure to re-employ any employee to a position other than his basic position.
  - d. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation, having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV, Public Acts, Extra Session, of 1937 of Michigan, as amended)
  - e. Any matter involving employee evaluation.

J. Time Limits

1. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
2. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as may be possible.
3. Failure to institute a grievance or appeal a decision within the time specified shall be deemed acceptance of the decision at that level.
4. Should the Association withdraw a grievance at any level, or should a grievant leave the employment of the Board, no further proceedings shall be had.
5. If the Board fails to comply with any time limit, the grievance shall be deemed granted.
6. For purposes herein, "days" shall mean scheduled school days.

K. Personal Complaint

1. If an individual employee has a personal complaint which he desires to discuss with the Superintendent, he is free to do so without pursuing this Grievance Procedure.

ARTICLE VI - INDIVIDUAL EMPLOYEE PRIVILEGES AND RESPONSIBILITIES

A. Civil Rights

1. The hours, wages, terms, and conditions of this contract will be applied without regard to race, religion, national origin, age, sex or marital status.

B. Employee Conduct

1. Employees 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 employee and to his or her Department Supervisor.

C. Professional Behavior

1. Employees may use as further criteria of professional behavior the Code of Ethics of the educational professions which are currently in effect and are from time to time amended by the Michigan Education Association and the National Education Association.
2. Since abuses of these Codes reflect adversely upon the entire profession, any breaches of the self-discipline implied in the Codes are to be reported to both the offending employee and to the Association.

D. Employee Records

1. Employees may have access to their personnel files to review any document prepared by the employee himself, college transcripts, progress evaluation forms prepared by the principal or supervisor and information which is not received as privileged or confidential, which at the present time are restricted to letters of reference and employee credentials.

E. Complaints and Reprimands

1. Complaints directed toward an employee shall be called to the employee's attention at the earliest possible time if a permanent record is to be made of such complaint.

2 Employees may request the presence of an Association Representative when being reprimanded, warned or disciplined subject to the following procedure:

a. Verbal Communication

(1) Nothing contained herein shall prevent verbal communication between administrators and employees without the presence of an Association Representative.

(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 employee 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

(1) Before being placed into the employee's permanent record, the employee will be provided with a copy of the written reprimand signed by the administrator



issuing it and the employee may submit any written statement he wishes, signed by the employee, which the employee wishes to include in the record.

d. Just Cause and Grievance

- (1) No employee shall be reprimanded, warned or disciplined without just cause.
- (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 elsewhere in this Agreement.

F. Health of Employees

1. Each person prior to entering the employment of the Kent Intermediate School District shall have a physical examination acceptable to the Superintendent.
2. The Board shall pay ten dollars (\$10.00) toward the cost of such examination.
3. Each employee must maintain the necessary good physical and mental health to adequately provide his respective service.
4. Written evidence of such good physical and mental health may be requested by the Board from physicians of the Board's choosing but cost of any such examinations to prove good health will be paid by the Board.
5. Employees shall provide proof of freedom from tuberculosis at the beginning of each school year at their own expense.

## ARTICLE VII - CONTRACTS

### A. General Conditions

1. All professional employees are to be hired by written contracts.
2. The form of this written contract shall be agreed to by the Board and the Association before being issued to the individual employee, and shall have as its basis the full privilege and protection of this Master Agreement which shall apply to employees who are employed half-time or more. The following provisions shall apply to individual contracts:

### B. Provisions

#### 1. Binding

- a. The individual contract will bind the employee and the Board only to the period of time defined in the individual contract.

#### 2. Teacher Tenure Act

- a. All provisions and requirements of the Michigan Teacher Tenure Act will apply to contracts.

#### 3. Salary and Duration

- a. An individual contract will indicate the total salary and the length of the contract.

#### 4. Method of Payment

- a. An employee shall elect in writing prior to the first payroll period of the school year beginning in September whether his salary shall be paid in 20 or 26 bi-weekly installments, subject to those special annual adjustments referred to in the salary schedule attached hereto.
- b. The election once made shall be irrevocable for that year.

5. Retirement

- a. An employee who attains his 65th birthday during the period July 1, to the next succeeding June 30, shall terminate his employment by the latter date.

6. Financial Gain

- a. An employee shall not use his position to seek additional financial gain from selling professional services or commercial materials or products to teachers, employees, pupils or parents in constituent school districts where he provides service.

7. Contract Length

- a. Because of the length of the traditional school year, most annual contracts will be for 38 weeks of professional services.
- b. However, it is expected by the Association that contracts of no less than 46 weeks' duration are to be offered to School Psychologists according to the established policy and the recommendation of the Superintendent's Advisory Board on Special Education.
- c. It is also expected by the Association that the Board will continue to do all in its power to offer extended contracts of more than 38 weeks' duration to as many of its members as possible, and to otherwise use its best efforts consistent with its rights and responsibilities set forth in Article III, to make available professional summer work opportunities to its employees.
- d. Notices of all such work opportunities 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.

e. It is understood that in selecting the particular employees 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, employees with the most service shall be given preference.

ARTICLE VIII - GENERAL WORKING REGULATIONS FOR EMPLOYEES

A. Work Day

1. A working day shall be the same hours as the hours of the schools in which a person serves.
2. When an employee is scheduled to work at a different location, the hours of work shall be determined with the prior approval of the employee's supervisor.
3. If working in the Intermediate District Office, the hours shall be the standard Kent Intermediate School District office hours.
4. Any deviation from the general work schedule to attend special meetings or conferences or out-of-KISD meetings (trips) must be approved by the Department Supervisor and the Superintendent.

B. Additional Time

1. Each employee recognizes that additional 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 employee's specialization.

C. Daily Schedules

1. A daily schedule must be on file with the secretary of the department in the office and adhered to.

D. Absences

1. Any time a school that the employee serves is not in session ("act of God day," weather warnings) it is the employee's duty to immediately notify the office.
2. In case of vacation, an employee shall notify the office in advance of taking his vacation.

E. Travel, Working Time and Absence

1. Each employee must keep an accurate record of travel and working time, and report to the office any absence.
2. Also, report such absence to the first school scheduled.

F. Records and Reports

1. Each employee is responsible for maintaining the proper files of services rendered and such permanent reports as directed by the Assistant Superintendent for Special Education.

G. Transportation

1. Each employee must be responsible for adequate transportation for the performance of his duties.
2. In event of emergency situations, 48 hours will be allowed to make other arrangements for transportation.
3. In unusual situations, extensions may be arranged with the Department Supervisor and approved by the Superintendent.

H. Material Purchase

1. Any materials to be used in the employee's work must be purchased on an official purchase order form through the Department Supervisor.

I. Equipment and Supplies

1. Each employee shall be responsible for all educational equipment and/or materials assigned to him and shall use such equipment and/or materials in a responsible manner, except for equipment and/or materials broken, worn out, lost or stolen through no fault of the employee.

ARTICLE IX - PROFESSIONAL COMPENSATION AND BENEFITS

A. Salary

1. The salaries of employees covered by this Agreement are set forth in the salary schedules which are attached hereto and incorporated in this Agreement.
2. The salary schedules are based on a contractual period of 38 weeks.
3. If the contractual period extends beyond 38 weeks, payment will be made at a prorated amount unless otherwise provided.

B. Salary Schedules

1. An employee's salary shall be determined by his placement on a salary schedule.
2. An employee's placement on the schedule will depend upon his academic degree and the number of years' experience in his particular specialization, or in an approved related field.
3. Credit on the salary schedule for a new degree shall be given in the first semester after such degree is granted.
4. Any advance hours must be earned after a degree is awarded in order to be credited on the salary schedule, except for those master's degrees requiring more than thirty (30) hours, in which event the employee's record will be evaluated at the time of employment and credit shall be given, in accordance with university requirements, for those hours required by the university in excess of thirty (30) hours.
5. On and after July 1, 1975, a Master of Social Work degree shall be placed at the MA+15 level on the salary schedule, provided that this shall not apply to any employee classified at MA+30 as of May 1, 1975.

### C. Salaries for New Employees

1. An employee who has had no experience in his specialization, or in an approved related field, receives the salary at Step I for his particular degree.
2. An employee with experience outside the Kent Intermediate School District will be given credit to and including five years.
3. Credit for more than five years' experience may be given by the Board upon recommendation of the Superintendent or his designated authority.
4. The Superintendent (or his hiring agent) shall explain to all new employees with more than five years' experience that additional years' experience are credited when determining salary, if so recommended by the Superintendent.
5. New employees shall be granted credit for up to two years of military service when being placed on a salary schedule.

### D. Reinstatement on Salary Schedules

1. A previous employee 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.
2. Unused accumulated sick leave which such an employee might have accrued may be reinstated in entirety.

### E. Insurance

1. Effective July 1, 1975, the Board will provide up to \$55 per month toward premium costs for full family, self and spouse or self and children health and surgical insurance for a twelve-month period. The Board will provide up to \$47.25 for those employees not covered above who choose single subscriber and/or optional insurance programs.
2. Such insurance benefits shall be prorated for part-time employees.



3. Each employee is free to determine what insurance he wants to purchase.
4. The insurance available throughout this contract period shall be underwritten by group insurance contracts with the Michigan Education Special Services Association, or such other reputable insurer as may be agreed upon by the parties.
5. Premiums above the amount paid by the Board for these insurances may be paid through payroll deduction provided there is a signed authorization for such deductions.
6. The Board agrees to have the District handle all billings for such insurances.

F. Payroll Deductions

1. The District shall make arrangements for approved systematic payroll deductions for such as (but not limited to) insurances, annuities, mutual funds, Grand Rapids Teachers' Credit Union, et cetera, if these deductions are authorized by an employee.
2. Provided, that the Board may limit the number of such deductions to no more than eight (8) (excluding deductions required by law).

G. Reimbursement For Costs of Continuing Education

1. Reimbursement for the cost of tuition and fees (to the amounts below) will be paid by the Board upon successful completion of approved course work at an accredited college or university.
2. Reimbursement will be paid for up to eight (8) semester hours (or their equivalent) per contract year, provided that such reimbursement is limited to no more than one (1) course at a time during the school year.
3. For the period of the Agreement, tuition reimbursement shall be an amount up to \$35.00 per semester hour (or its equivalent).
4. Courses for which the employee expects reimbursement must be approved by the Assistant Superintendent for Special Education before course work is begun.

#### H. Automobile Travel Costs

1. Mileage allowances for the 1975-76 school year will be 15¢ per mile.
2. A monthly travel report of mileage record by the odometer and places of visitation is required.

#### I. Convention Leave and Expenses

1. Each employee shall be allowed to take three days of leave per contract year to attend conferences or conventions which are designed to improve his professional skills.
2. Each employee shall be allowed Seventy-Five Dollars (\$75.00) per contract year toward the cost of attending such conferences or conventions.
3. If this benefit is not used in its entirety in one contract year, the employee may accumulate unused convention time and money to a maximum amount of five (5) days of leave and One Hundred Twenty-Five Dollars (\$125.00).
4. One conference or convention (per year) which is called by the Michigan Department of Education, or its agents, or by a comparable professional society, for which attendance is compulsory in the opinion of the Assistant Superintendent for Special Education, shall not count as leave time under the intention of this section, and the expense for these conferences or conventions shall not in any way jeopardize the expense allowance mentioned in the paragraph above.
5. Reimbursement for travel expenses to conferences or conventions (paid in addition to expenses noted above) shall be allowed as follows:
  - a. The traditional rate of reimbursement for travel expense to conventions has been to pay the driver of an automobile the actual mileage (not to exceed 2,000 actual miles) times the current mileage rate, if he has taken three passengers in addition to himself, and to prorate the reimbursement on this basis if fewer passengers have been carried.

- b. The amount of reimbursement per employee for commercial travel expense shall be 1/4 the number of miles actually traveled (not to exceed 2,000 actual miles) times the current mileage rate.
- c. If travel has been by automobile, the precedent noted above shall continue to apply.

J. Sick Leave

1. Each employee shall accumulate sick leave at the rate of one day for each full month of service, it being understood that any new employee shall be accorded, if necessary, up to ten (10) days of such sick leave until such time as he has accumulated ten (10) months of service.
2. Any employee who has not accumulated 120 days of sick leave may be granted up to 120 days with pay by the Board if such an employee is stricken by extended illness.
3. However, sick leave with pay shall not exceed more than 120 paid days of leave.
4. Absence on "sick leave" shall be allowed for either personal illness or immediate family illness.
5. If there are reasonable grounds to suspect the misuse of sick leave, an employee, upon request, shall promptly substantiate such sick leave by a written physician's statement or by such other evidence as the Superintendent may require.

K. Personal Business Leave

1. Each employee will be allowed one (1) day of absence during each school year without loss of salary to transact personal business or to attend to affairs of a personal nature which cannot be conducted outside the regular school day.
2. An applicant need not be required to state the reason for such leave, but it is recognized that such requests shall be made at least five (5) days in advance except in the case of emergency.

L. Vacation Periods

1. Vacation time must be arranged to agree with the school schedule in the District (or Districts) which the individual employee serves.
2. The usual holidays which are recognized by the District (or Districts) which the individual employee serves, shall allow an employee to be absent.

M. Professional Leave

1. Any full-time employee may be granted leave for professional responsibilities (such as active participation in conferences, seminars, conventions, et cetera) which make it necessary for him to be absent during usual working hours.
2. Request for time and expenses to provide such an honorary contribution to his professional speciality shall be granted on the approval of the Superintendent.

N. Bereavement

1. Absence because of the death or funeral of a relative shall not exceed four working days per absence.
2. Any absence for other than immediate family requires approval from the Superintendent.

O. Proration

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

ARTICLE X - FAMILY CARE LEAVE

A. Maternity

1. A maternity leave shall be granted to employees under the following terms:
  - a. An employee must notify her department supervisor as soon as pregnancy is confirmed and shall present a written statement from her physician setting forth his estimate of the date of delivery and his opinion as to her ability to continue working and as to the advisability of her doing so.
  - b. An employee shall begin maternity leave, without pay, when she is no longer able to continue working. Such leave shall extend for no less than the balance of the semester, and for no longer than such balance plus one (1) additional school year.

B. Adoption Leave

1. An adoption leave of absence, without pay, shall be granted to employees under the following terms:
  - a. A written notification of intent to adopt must be submitted to the Department Supervisor no less than sixty (60) calendar days prior to the start of any leave;
  - b. A written request for leave must be submitted as much in advance of the beginning of such leave as possible; and
  - c. The period of such leave of absence shall be for no less than the balance of the semester and for no longer than such balance, plus one (1) additional school year.

C. Return from Leave

1. An employee having at least two (2) years of continuous employment in the District who is on leave under the terms of this Article X shall be reinstated at the start of a semester in that employee's former position or in a substantially

equivalent position at the conclusion of such leave, provided that the employee has submitted written notice of an intent to return to the Department Supervisor at least ninety (90) calendar days before the start of such semester.

2. An employee returning from such leave shall receive credit for purposes of advancement on the salary schedule only for each school year during which the employee was actively employed for at least ninety-one (91) school days.
3. An employee who does not return at the end of the leave period shall be considered to have voluntarily resigned.
4. Employees having less than two (2) years of continuous service may be reinstated upon request at the sole discretion of the superintendent.

## ARTICLE XI - SABBATICAL LEAVE

### A. Eligibility

1. An employee who has been in continuous employment (leave time does not apply) for no less than seven years shall be eligible for a paid leave of absence for study, rest, or travel for one contractual year.
2. Continuous employment may be interpreted to include service in his speciality to any of the constituent districts of the Intermediate District if his service to that district has been subsidized by funds which were initially collected by the District.

### B. Application

1. Application for sabbatical leave (in writing and stating the way in which the leave will be used) must be filed with the Board six months in advance of the time that the employee wishes to begin such leave.
2. If, at any time before such leave is to begin, the employee finds that circumstances of any kind prevent his beginning leave as planned, he may ask to be reinstated as though no leave had been applied for and, if reinstated, may be free to reapply for sabbatical leave in the following contractual period.
3. Any such request for reinstatement must be received by the Board before July 1 in order to be binding on the Board.

### C. Return and Compensation

1. If the employee agrees that he will return to the employment of the Board after sabbatical leave and give no less than two consecutive years of satisfactory service after leave, the Board will pay compensation during such leave.
2. Compensation shall be one-half the salary that the employee would ordinarily have received for the year during which he is on leave, exclusive of any salary payable under an extended or supplemental contract.

3. Payment shall be made on the same bi-weekly schedule as salaries are paid to employees not on leave.
4. The amount of compensation being paid by the Board toward insurance premiums at the time of leave shall continue to be paid during the leave.

D. Status

1. Full status as an employee shall be retained by the employee during his absence, and upon his return he shall be reinstated as though he had not been on leave.

E. Financial Considerations

1. Upon application for sabbatical leave, the Board may request information or supplementary agreements as might be indicated, together with a bonded guarantee from a third party to pay the Board if the employee should default the requirements and regulations of the sabbatical leave.
2. Any employee who fails to meet the conditions of this agreement shall within three years repay to the Kent Intermediate School District an amount which shall be the same percentage of the amount paid during such leave as the uncompleted time is of two years. For example, an employee who should return to service for only one year after his return from sabbatical leave would be considered liable to repay one-half the amount of salary and financial benefits that he received during his leave.

F. Reporting

1. During a sabbatical leave, the Board may require the employee on leave to periodically furnish any reports that seem reasonable and necessary to determine that the employee is fulfilling the letter and the spirit of the sabbatical leave agreement.

G. Recommendation and Notification

1. The Professional Advisory Council shall consider all applications submitted each year and shall recommend



to the superintendent those candidates it considers as meeting the qualifications for leave.

2. Recommendations for leave shall take into account seniority within the District, reason for the requested leave, and the delivery of satisfactory service while employed by the District.
3. All persons requesting sabbatical leave shall be informed at least 60 days prior to June 1st whether or not such leave has been granted.

H. Number on Leave

1. The Board shall have no obligation under this Article to grant such leave to more than one (1) employee in any one (1) semester.
2. Where the number of requests exceeds this limitation, the Board shall give preference based upon such factors as length of service, purpose of the leave, area of specialization, needs of the District, and so forth.

ARTICLE XII - MILITARY LEAVE

A. Leave and Return

1. Employees 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.
2. Upon an honorable discharge, the employee shall be reinstated with full credit on the salary schedule for his time in service, not to exceed three years' credit.

B. Reserve Training

1. An employee may request leave not to exceed ten (10) working days of time to participate in armed forces reserve training programs and such leave shall be granted upon proper documentation by his commanding officer.
2. He shall be paid by the District the difference between the amount received for the training and his full salary.

ARTICLE XIII - OTHER LEAVES

A. Special Leaves

1. Special leaves with or without salary and financial benefits, may be granted by the Board in situations not specifically covered elsewhere in this agreement.
2. These leaves shall be requested through the Superintendent and will be granted upon the recommendation of the Superintendent and the approval of the Board.
3. During leaves (other than those described elsewhere in this Agreement), if the leave has been without pay and for more than a contractual year (or part of a year), the employee shall not receive the usual annual advancement on the salary schedule.

ARTICLE XIV - PROFESSIONAL ADVISORY COUNCIL

A. Purpose

1. Representatives of the Administration and the Association shall meet monthly from September through June for the purpose of discussing matters of concern to either the Administration or the Association.

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 two (2) other members of the Association.
2. The Council shall select a Chairman and a Secretary.

C. Meetings

1. Meetings shall be held during the last full school week of each month at a mutually satisfactory time and place.

D. Agenda

1. Either party should submit to the Chairman 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 or 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

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

ARTICLE XV - SAVINGS CLAUSE

If any provision of this Agreement or any application of the 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.

ARTICLE XVI - DURATION OF AGREEMENT

A. Duration

1. This contract shall be effective as of July 1, 1975 and shall continue in effect until June 30, 1976.

B. Extension

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

BOARD OF EDUCATION

KENT INTERMEDIATE  
EDUCATION ASSOCIATION

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Kent Intermediate School District

KENT INTERMEDIATE SCHOOL DISTRICT (SPECIAL EDUCATION STAFF) - 1975-76

<u>Level</u>	<u>Bachelor Degree</u>	<u>Master Degree</u>	<u>MA+15</u>	<u>MA+30</u>
1	\$ 9,320	\$ 10,620	\$ 11,178	\$ 11,736
2	9,915	11,215	11,773	12,331
3	10,510	11,810	12,368	12,926
4	11,105	12,405	12,963	13,521
5	11,700	13,000	13,558	14,116
6	12,295	13,595	14,153	14,711
7	12,890	14,190	14,748	15,306
8	13,485	14,785	15,343	15,901
9	14,080	15,380	15,938	16,496
10	14,675	15,975	16,533	17,091
11	15,270	16,570	17,128	17,686

The Board of Education will start, effective January 1, 1976, to pay the retirement deduction amount of 5.0% on all checks issued after that date.