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8/31/2001

MASTER AGREEMENT

1999-2000 & 2000-01

This agreement is made and entered into this
14th day of June, 1999
by and between the School Board of the Kent Intermediate
School District (hereinafter referred to as the "Board")
and the Kent County Education Association/MEA/NEA
(hereinafter referred to as the "Association").

Kent Intermediate School District

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ARTICLE I

PURPOSE AND INTENT

A. Objective

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

B. Relations

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

C. Legal Reference and Agreement

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

ARTICLE II

RECOGNITION

A. Bargaining Representative

1. The Board hereby recognizes the Kent County Education Association/MEA/NEA as the exclusive bargaining representative for the Kent Intermediate Education Association, as defined in Section II of Act 379 of the Michigan Public Acts of 1965, for certified, licensed and noncertified professional personnel employed by the Board in the areas of Special Education and Career and Technical Education, including:
 - a. Instructor,
 - b. Career Advisor/Counselor,
 - c. Coordinator - Technology,
 - d. Coordinator - Work-Based Learning,
 - e. Enrollment Coordinator
 - f. Marketing Coordinator,
 - g. Physical Therapist,
 - h. Support Teacher,
 - i. Teacher Consultant,
 - j. Transition Assessment/Planning Facilitator,
 - k. Work Study Coordinator,

but excluding all supervisory, administrative, Business Resource Network Coordinators, clerical, custodial and maintenance personnel and all persons employed by the Board in any other area.
2. The term "employee" when used hereinafter in this Agreement shall refer solely to those employees 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 employees 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 employees;
2. 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;
3. To determine the hours of instruction, curriculum, and the duties, responsibilities, and assignments of employees 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. An employee'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.

ARTICLE IV

ASSOCIATION PRIVILEGES

A. Membership Rights

The Board agrees that it will not discriminate against any employee 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) 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 from time to time, 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 employees 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 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

1. Each employee shall, as a condition of employment,
 - a. join the Association and pay the periodic (Local-Michigan-National Educational Association) dues by authorizing the deduction of such amounts from the employee's salary; or
 - b. elect not to join the Association but to pay a service fee pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted for that policy. The service fee shall not exceed the amount of association dues collected from association members, and the bargaining unit member may authorize payroll deduction for such fee.
 - c. pursuant to Chicago Teacher Union V Hudson, 106 S. Ct. 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) shall be provided to all nonunion bargaining unit members annually. The remedies set forth in that Policy are exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
2. If a bargaining unit member does not pay the appropriate amount of dues or service fees to the Association, upon written notification by the Association the Employer shall deduct that amount from the bargaining unit member's wages as authorized under MCLA 408.477 and remit same to the Association.
3. In the event of any legal action against the Board brought in a court or

administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own Counsel, provided the Board gives timely notice to the Association and permits the Association intervention as a party if it so desires. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court as a direct consequence of the Board's compliance with this Article, but this does not include any liability for unemployment compensation.

G. Dues Authorization

1. Each employee who is covered by the terms of Paragraph F., above, will individually deliver to the Board a signed authorization to deduct the Kent County Education Association, MEA and NEA dues and assessments prevailing for that academic year or to deduct a representation fee equal in amount to the combined Kent County Education Association, MEA and NEA dues and assessments. Authorization and deduction of Political Action Committee (PAC) contributions shall be in accordance with the Campaign Finance Act (P.A. 117).
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 hold harmless the Board for all sums improperly checked off and remitted to the Association.

H. Association Business/Leave

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:

1. A maximum of seven (7) Association leave days will be allowed per school year for KIEA use with no deduction in pay.
2. 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 Director of Personnel. 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.

3. Unused days are not cumulative and may not be used in another contract year.
4. No one individual will be absent from a classroom/student caseload assignment more than four (4) work days per school year while on Association leave.
5. 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.
6. Persons who are not employees 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.

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 the Agreement.
2. An "Aggrieved Employee" is the employee or employees 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 employee 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 employee 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 five (5) 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 five (5) days of the Level 1 discussion, the grievance may be reduced to writing using the Official Grievance Form, stating the facts giving rise to the grievance and identifying the provisions of this Agreement which have been violated, stating how it believes the Agreement had been violated, relief sought, signed by the Aggrieved, and delivered to the Aggrieved's immediate supervisor. The written grievance shall be delivered no later than 3:30 p.m. on the 11th 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 employee and the immediate supervisor (together with the appropriate Director, if the Director 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.

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 by the end of the 1997-98 school year. 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 Director of Personnel 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 employee.
2. The termination of services or failure to re-employ any employee to a position other than his basic position.

ARTICLE VI

INDIVIDUAL EMPLOYEE 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 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 the Department Supervisor involved.

C. Employee Records

Upon appointment, employees may have access to their personnel files to review any document prepared by the employee, college transcripts, progress evaluation forms prepared by the principal or supervisor, and information which is not received as privileged, confidential or considered as such according to law.

D. Complaints and Reprimands

1. Complaints directed toward 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 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

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 the employee 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 or suspended without pay 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.
- (3) No probationary or non-tenure employee shall be discharged without due process.

E. Health of Employees

1. Each person prior to entering the employment of the Kent Intermediate School District shall have a physical examination and drug screen by a doctor of the Board's choice at Board expense.
2. Each employee 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. Employees shall provide proof of freedom from tuberculosis.
5. the Board shall continue its practice of providing, at no cost to the employee, the necessary protective equipment, clothing and devices for the safe pursuit of the employee's assigned duties.

F. **Employee Evaluation**

1. Each employee on tenure or beyond the four-year probationary period in the case of non-tenure track employees will be evaluated a minimum of once every three (3) years and may be evaluated more frequently if the need arises. The staff evaluation program shall aim at the early identification of specific areas in which the employee needs help, so that appropriate assistance may be provided or arranged for. The evaluation of the performance of each employee shall be the responsibility of the immediate supervisor or other designated administrator.
2. All monitoring or observations, including the use of closed circuit television, audio systems, and similar devices when used for professional evaluation, shall be conducted openly and with the full knowledge and consent of the employee at a mutually acceptable time.
3. Each employee shall be given a copy of the evaluation tool prior to any formal evaluation or observation. Employees shall also receive a copy of the written evaluation at the time of the personal conference following the evaluation. In the event an employee disagrees with any evaluation, the employee may put his/her objections in writing and shall have them attached to the evaluation report for the personnel file.
4. If an employee, after receiving suggestions for improvement and reasonable degree of assistance to correct any deficiencies, fails to correct the deficiencies or perform his/her assignments in a satisfactory manner, then non-renewal or dismissal procedures may be invoked. However, if any deficiency previously noted in earlier evaluations fails to appear in subsequent evaluations, then the employee shall consider sufficient improvement/correction was made.
5. The performance of probationary employees shall be observed no less than three times each year with a written evaluation each semester of the probationary period.
6. An employee shall review and sign all evaluation materials that are to be included in the personnel files. Such signing does not necessarily indicate agreement, and the employee may submit any written statement

in regard to such materials.

7. The content of any evaluation is not subject to arbitration.

ARTICLE VII

SENIORITY, LAYOFF AND RECALL

A. Individual Contracts

1. Each employee 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 employees to job assignments, provided that the employee 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.
3. All provisions and requirements of the Michigan Teachers' Tenure Act will apply to each individual who holds Michigan Teacher Tenure Status for the position in which they are employed.
4. Each employee 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.

After completion of the probationary period, the employee who is not eligible to be covered by the Tenure Act shall not be disciplined or terminated without just cause.

B. Method of Payment

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

C. Financial Gain

An employee 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 employee provides services under employment with the Board.

D. Extended Periods of Employment

1. The Board shall attempt to provide extended employment opportunities during the summer months to employees 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 (3) school days of knowledge of such opportunities, with a copy of such notice being sent to the President of the Association.
3. 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.
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.

E. Reduction of Staff

1. In the event the Board should find it necessary to reduce staff, the Board will implement the following:
 - a. Reduction in the staff of the Kent Intermediate School District shall be based upon the principles of tenure, seniority, certification and/or approval, and qualifications, where applicable, and shall be carried out within each department and/or section of the District.

Whenever it becomes necessary in the judgment of the School Board to reduce the number of 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, the following procedures shall be followed in making such a reduction.

2. Definition and Terminology

- a. **Michigan Tenure Act Employees:** For the purposes of this

agreement, the terms "probation" and "tenure" for "certificated" teachers shall apply to those teachers who are employed in positions for which certification is necessary.

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

- b. **Non-Michigan Tenure Act Employees:** Each employee 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.

After completion of the probationary period, the employee who is not eligible to be covered by the Tenure Act shall be placed on non-probationary status. In addition, Non-Michigan Tenure Act employees shall not be disciplined or terminated without just cause.

- c. Approval shall mean the license, registration or similar credentials necessary to perform in the position for which an individual is hired ie. 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. 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 employee is formally placed on leave of absence.
- g. 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.

- h. 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.

Also, 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.

- i. Seniority shall be lost for all purposes where:
 - (1) employment is terminated for any reason;
 - (2) an employee does not return to employment after an approved leave of absence;
 - (3) an employee has been on layoff for more than three (3) years;
or
 - (4) an employee's certificate/approval lapses.
- j. 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.

3. **Reduction Process**

It is recognized that it is the sole discretion of the School Board to reduce personnel. In order to accomplish an orderly reduction of professional personnel, the following procedure shall be followed:

- a. The Board shall prepare a seniority list by either department or section showing professional personnel who are currently working in that department/section. This shall be known as the "A" list.

This list shall contain two (2) separate classifications which shall classify employees based upon whether they are certificated with tenure or on probation and if they are working under approval on a non-probationary or probationary status. Within each classification employees shall be ranked based upon seniority. Further, regardless of seniority, employees in classification "a" shall be ranked above employees in classification "b."

Classification "a": Teacher certification, tenure, seniority date; or approval, non-probation, seniority date.

Classification "b": Teacher certification, probation, seniority date; or approval, probation, seniority date.

- b. A seniority list (known as the "B" list) shall be prepared showing professional personnel who are certified and/or approved to work in a department or section other than the department or section to which they are currently assigned.
- c. The seniority list, as called for in 3.a. & b. above shall be made available to the Association by January 31st of the fiscal year.
- d. Each professional employee shall have five (5) work days to request any appropriate correction in the seniority list should the employee believe that information contained therein is inaccurate. The final decision as to accuracy of information contained on the seniority list shall be left to the Superintendent. If no request is made within five (5) work days, this shall constitute a waiver of an employee's right to a change or correction.
- e. In the event it becomes necessary to reduce staff, the Board shall issue layoff notices to those individuals who are lowest on the seniority list for that department/section as defined in E-3.a. above.

In the event that more than one Professional Staff Member in a department/section has the same seniority date, every attempt will be made to determine the order of hire on that date. This order will be used to determine the sequential listing of individuals for purposes of layoff. If no sequence can be determined a lottery agreed to by all affected individuals will be used to determine the layoff order.

- f. Persons holding positions in other sections/departments ("B" list) who are on layoff status shall have the option to bump the least senior employee in another department/section holding a position for which he/she has more seniority, provided they are not recalled by August 1st of current fiscal year to a position which requires their certification/approval.

For placement in the position as stated, a person is qualified if he/she has State of Michigan approved qualifications to teach the specific assignment for which he/she is requesting, has 4,000 hours of recent and relevant work experience, or has passed a relevant MOCAC test within the past five (5) years.

4. Recall

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

- a. Professional personnel on layoff shall have the right of first recall on a seniority basis to any vacant position for which they are properly certified/approved and qualified.
- b. It shall be the responsibility of professional personnel on layoff to keep the Kent Intermediate School District fully informed of an address and telephone number at which they may be reached should contact be necessary.
- c. Professional personnel having less than two (2) years of continuous service may be reinstated, upon request, at the sole discretion of the Superintendent.
- d. Professional personnel on layoff must accept any full-time Professional position offered for which they are qualified and certified/approved within ten (10) calendar days after such offer has been mailed by certified mail to the last known address.
- e. Professional personnel who fail to accept an offered full-time Professional position within ten (10) calendar days after such offer has been mailed shall be considered to have forfeited their rights to recall with the Kent Intermediate School District.
- f. The Board will provide assistance to laid-off staff, seeking employment with constituent districts, through proper notification to the districts of the availability of the personnel on lay-off status.

5. **Conflict**

In event of conflict between this policy and the Michigan Teachers' Tenure Act, the Tenure Act shall prevail.

ARTICLE VIII

GENERAL WORKING CONDITIONS FOR EMPLOYEES

A. Work Day

1. An employee's working day shall be the same hours as the normal (7.5) work hours at the buildings in which the employee performs services. When an employee is assigned to work at a local district, normal work hours shall be performed within the scope of the standard Local Education Agency (LEA) building hours. All employees shall have a duty-free lunch period within the normal workday.

2. Second & Third Session Instructors

Second and third session instructors will be allowed to arrive ten (10) minutes past their normal starting time.

The instructors will receive four (4) two-hour absences in addition to what is currently provided by the Master Agreement. These two-hour absences must be submitted to and approved by the supervisor. The pink form used for absences from the District will be used to record and request these absences. These two-hour absences will not be taken in conjunction with other personal/business leave, leave days or holidays. Unused two-hour absences as part of this agreement may be carried over to the following school year.

All instructors shall receive an additional one (1) day of Personal Business Leave for each semester worked according to Article X., C., Personal Leave of the Master Agreement. Instructors normally scheduled to teach both semesters shall be credited with these additional two (2) days at the beginning of the school year. These additional two (2) days will be taken prior to May 1st of the current school year. The additional days may not be taken together or in conjunction with other two-hour absences, personal/business leave, other leave days or emergency leave time. However, these two (2) days may be used in two-hour segments.

3. 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.
4. On any day when an employee is working at the Educational Service Center, normal work hours shall be performed within the scope of the standard Educational Service Center office hours.

5. 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. Flex Scheduling for Support Services Staff

1. A flexible work schedule will be allowed for work performed outside of the normal contractual year by the Support Services staff at the Kent Career/Technical Center. It is the intent to allow for a flexible work schedule for the Support Services staff for activities that might take place prior to or immediately following the normal work year and/or throughout the summer.
2. Flex-time days worked from July 1 through August 30 will be considered part of the 186/187 day total contract on a day-for-day basis for the ensuing school year. In lieu of pay for flex-time, the Support Services staff will be granted additional time off during the regular school year on a day-for day basis.
3. The school year calendar will remain the basis for the Support Services staff member. Contractual language will govern the use of time during the school year. The scheduling of days off for flex days worked in the July/August period will be submitted by the staff member and approved by the Assistant Director for Career Education in consideration of the entire Support Services staff.

It is understood that during the scheduled flex-time days, the Support Services staff members may not request or use sick days, personal days or emergency absence or bereavement days. No other leaves, absences, etc. for similar activities/events will be allowed.

C. Additional Time

Each employee 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 employee's specialization.

D. Daily Schedules

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

E. Absences

1. In the event weather or other external influences necessitates the closing of an ISD building, employees of that building will be informed by radio

(WOOD) and need not report for work.

2. Any time a school that the special education employee services is not in session ("act of God days," weather warnings) it is the employee's duty to immediately notify the office. The employee shall report to work that day at the Intermediate District office, or at such other work location as may be approved by the employee's supervisor.

F. Travel, Working Time and Absence

Each employee 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.

G. Records and Reports

Each employee is responsible for maintaining the proper files of services rendered and such permanent records as directed by the appropriate Director.

H. Transportation

1. Each employee must be responsible for adequate transportation for the performance of their duties.
2. In the event of emergency situations, a reasonable opportunity will be provided where a condition of car trouble exists.

I. Material Purchase

In order for the Board to pay the cost of any materials to be used in the employee's work, such materials must be purchased on an official purchase order form through the Department Supervisor.

J. Equipment and Supplies

Each employee shall be responsible for all education equipment and/or materials assigned to the employee and shall use such equipment and/or materials in a responsible manner. Employees shall not be responsible for equipment and/or materials broken, worn out, lost or stolen through no fault of the employee, but may be required to submit appropriate reports covering any instances of such loss or damage.

K. Vacancies and Assignments

1. Vacancies or newly created positions within the bargaining unit shall be posted for a period of five (5) days prior to the position being permanently filled. Those applying who meet the specified

qualifications will be interviewed.

2. Should a change in assignment be necessitated, the affected employee shall be notified as soon as practical.
3. Association members who apply for any position posted by the Board will be given consideration in hiring if properly certified and otherwise qualified for the position.

L. Staff Meetings

1. Employees 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 twelve (12) per school year of 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.
2. The Administration reserves the right to call an emergency staff meeting on short notice if circumstances warrant.
3. Meetings scheduled by the Administration during the normal work day will be in addition to the limited meeting time described in this section.

ARTICLE IX

PROFESSIONAL COMPENSATION AND BENEFITS

A. Salary

1. The salaries of employees covered by this Agreement are set forth in the salary schedules attached hereto.
2. The salary schedules are based on a contractual period of 186 work days for 1997-98 and 187 work days for 1998-99.
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.D.2. shall apply to other extended work periods.

B. Salary Schedules

1. An employee's salary shall be determined by his placement on the attached salary schedule.
2. An employee'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. Credit on the salary schedule for a new degree or preparation level shall be given in the first semester after such degree is granted.
4. Any advanced 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 initial employment and credit shall be given, in accordance with university requirements, for those hours required by the university in excess of thirty (30) hours.

To receive salary schedule advancement credit, all courses taken and degrees conferred will be from a regionally accredited college or university. Official transcripts will be ordered by the employee and sent to the Personnel Department by the college or university to document the advanced credit. Transcripts will be paid for by the employee.

Placement on the salary schedules listed in the appendix of the agreement is determined by the following:

BA = Completion of an undergraduate BA degree program with a four (4) year diploma from a college or university. (See Section B.9 for Annual Authorization of Vocational Education instructors.)

BA+18 = To qualify for the BA+18 salary schedule a bargaining unit member must have successfully completed probation in a KISD bargaining unit position. In addition, eighteen (18) semester hours of approved graduate credit in education or work related courses must be earned after a BA degree is awarded.

NOTE: The BA+18 salary schedule will be available to Special Education staff that qualify commencing with the 1992-93 school year and to Vocational Education staff that qualify commencing with the 1993-94 school year.

MA = Master's degree in education or a work related field acceptable to the Board.

MA+15 = Fifteen (15) semester hours of approved graduate credit in education or work related courses earned after the award of a Master's degree described above.

MA+30 = Thirty (30) semester hours of approved graduate credit in education or work related courses earned after the award of a Master's degree described above.

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.
6. Employees accreted to the bargaining unit in the 1990-91 school year shall be placed on the salary schedule in accordance with the Letter of Agreement dated August 20, 1990.
7. Bargaining unit members are considered full-time if they are scheduled to work at least seven (7) hours per day. The salary schedules attached hereto are intended to be the compensation for full-time work. If a person works less than seven (7) hours their salary will be pro-rated.

NOTE: During the 1992-93 school year, Vocational Education teachers that were scheduled to work eight (8) hours during 1991-92, will be scheduled to work at least seven and one-half (7.5) hours. These staff members will be paid \$13.73 per day in added compensation for working this added time in 1992-93. This will be in addition to the compensation received per the salary schedule.

8. Annual Authorization for Vocational Instructors

Application for Annual Authorization is made by the District for those instructors who do not possess teacher certification for the Vocational area to which they are assigned.

Instructors approved for Annual Authorization will be placed on the BA schedule. No Vocational Instructor will be placed on a salary schedule beyond the BA until he/she obtains teacher certification and meets all other criteria as defined above.

Step placement on the BA salary schedule for Annual Authorization instructors shall be determined by the administration. Consideration of related work experience will be given when determining initial placement.

C. Salaries for New Employees

1. An employee who has had no experience in his specialization, or in an approved related field, shall receive the salary at Step 1 for his/her particular degree.
2. An employee with experience outside the Kent Intermediate School District will be given credit to and including five (5) years, or more if approved by the Superintendent or designee.

D. Reinstatement on Salary Schedules

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

E. Insurance

1. Effective December 1, 1990, the Board will pay the premium for Super Care I (MESSA-SC-I) for health and surgical insurance for a twelve (12) month period for a single subscriber, self and spouse, self and children or full family coverage, respectively, whichever such level of coverage is obtained by each employee.
2. Such insurance benefits shall be prorated for part-time employees.
3. 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.

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

4. 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.
5. The Board agrees to have the District handle all billings for such insurance.
6. Effective December 1, 1990 the Board will pay the premium for Delta Dental Insurance, Group Number 605, with the following provisions:

<u>Selected Percentage for Employees Taking Health Insurance:</u>	<u>Selected Percentage for Employees Not Taking Health Insurance:</u>
Class I Benefits - 85%	Class I Benefits - 100%/90%/90%
Class II Benefits - 85%	Class II Benefits - 90%
NOTE: \$1,000 maximum per person total per contract year for Class I and Class II benefits.	
Class III Benefits - 85%	Class III Benefits - 90%
NOTE: \$1,500 maximum per person total per contract year for Class III benefits plus adult rider.	

Deductible:

None

7. Effective December 1, 1990 the Board will pay the premium for a program of Long Term Disability insurance with the following provisions:

Benefits Coverage - 66 2/3%
Maximum Monthly Benefit - \$2,000.00
Maximum Monthly Eligible Salary - \$3,000.00
Qualifying Period - 90 Calendar Day Mod
Maternity Coverage - yes
Mental/Nervous Waiver - yes

8. **Group Term Life Insurance**

- a. The Board will pay the premium for group term life insurance for

each employee in an amount which is equal to the nearest one thousand dollars (\$1,000.00) of the employee's annual base contract salary.

- b. Salary amounts of five hundred dollars (\$500.00) or more shall be increased to the next highest one thousand dollars (\$1,000.00).
- c. Amounts of group term life insurance provided under major medical health insurance, and any other life insurance offered under any other program of the District, shall be included in arriving at the amount of coverage under this section.
- d. Insurance shall become effective on the first day of the month next following the day all requirements have been met.
- e. The limit of group term life insurance, paid for by the Board, shall be set at fifty thousand dollars (\$50,000.00).
- f. Such group term life insurance program shall contain an accidental death and dismemberment clause in an amount equal to the face amount of the policy.
- g. The Board of the Kent Intermediate School District retains the sole right to determine the insurance carrier, or carriers, and the servicing agent, or agents, for the group term life insurance program.

9. **Vision Coverage**

- a. MESSA VSP-2 provision will be paid by the Board.

10. **Insurance Options:** Employees may choose one (1) of the following:

Plan A - Health Insurance (MESSA PAK)

The benefits described above under 1. through 9. will be paid for the duration of this contract. At any time the PAK cost exceeds the total for these benefits, the Board will revert back to individual rates of 1. through 9. above.

Plan B - For employees not needing health insurance

Delta Dental - Auto + 0002
Class I and II @ \$1000/person per year (100:90/90)
Class III @ \$1500/person per lifetime at 90%
Vision - VSP-3
Long Term Disability - as described in #7 above

Negotiated Life - as described in #8 above but
\$50,000 AD&D

Plan C - For employees not needing health and dental insurance

Vision - VSP-3

Long Term Disability - as described in #7 above

Negotiated Life - as described in #8 above but
\$50,000 AD&D

Annuity - The Board will deposit to an annuity
program selected by the employee, to a
program currently in effect, an amount per
month as described below:

1992-93 = \$80.00/month

1993-94 = \$90.00/month

1994-95 = \$100.00/month

Plan D - For employees not needing health, dental and vision insurance

Long Term Disability - as described in #7 above

Negotiated Life - as described in #8 above but
\$50,000 AD&D

Annuity - The Board will deposit to an annuity
program selected by the employee, to a
program currently in effect, an amount per
month as described below:

1992-93 = \$100.00/month

1993-94 = \$110.00/month

1994-95 = \$120.00/month

Board contributions for the above described benefits will be made upon proper and timely application by the employee for the benefits described and upon acceptance by the underwriter. No payments will be made on a retroactive basis.

The Board contribution for full time employees will be 100% for the benefits described above and as applied for by the employee. This monthly contribution will be prorated for part time employees.

11. **Proof of Coverage** - If an employee chooses Plan B in 10. above, it will be necessary to show proof of health insurance coverage from another source. If Plan C is selected, proof of health and dental coverage from another source will be required. Additionally, if Plan D is selected, proof of health, dental and vision coverage from another source will be required.

12. **Open Enrollment** - Changes in insurance plans (Plan A, B, C or D) can only be made during the open enrollment period (month of September) except in the case of a qualifying event as allowed by the underwriter.

F. Payroll Deduction

1. The District shall make arrangements for approved systematic payroll deductions for insurances, annuities, mutual funds, Grand Rapids Teachers' Credit Union, et cetera, if these deductions are authorized by an employee.
2. 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. Employees 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 Associate Superintendent for Administrative Services is required before registration. Such course work will be in an area directly related to the employee'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. Reimbursement will be paid for up to eight (8) semester hours completed per contract year or C.E.U. equivalent, or any combination thereof. The amount of tuition reimbursement per semester hour shall be the average off-campus tuition charge for graduate courses for Michigan State University, Western Michigan University and Central Michigan University effective on September 1st. These calculations will be used for reimbursement for classes taken each contract year (September through August). Classes substantially completed during the summer months and completed in September will be reimbursed and counted against the prior school year.

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

4. Any employee that has a Master's degree and qualifies for the M.A.

salary schedule may receive C.E.U. credit for salary schedule advancement if all of the following conditions are met:

- a. approval of the Associate Superintendent for Administrative Services is received prior to registration;
 - b. all workshop, class or conferences that will be used for C.E.U. credit will be taken after 9/90;
 - c. the workshop, class, or conferences for which C.E.U. credit is issued must be in an area directly related to the employee's current work responsibilities with the Board;
 - d. a C.E.U. "certificate of completion" will be provided the Personnel Office indicating the date, topic of workshop/class, and number of C.E.U. credits;
 - e. the employee's participation in the workshop/class for C.E.U. credit will be during non-contract work hours;
 - f. a staff member cannot receive both college credit and C.E.U. credit for the same activity;
 - g. C.E.U.s may only be used for MA+15 and MA+30 salary advancement.
5. For salary advancement three (3) C.E.U.s will be equivalent to one (1) semester hour of graduate credit. The C.E.U. formula follows:

10 contact hours = one (1) C.E.U.

30 contact hours = one (1) semester hour credit.

3 C.E.U.s = one (1) semester hour credit

H. 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.

I. Conference Leave and Expense

1. Employees shall be permitted to attend one (1) conference or convention (per year) which may be called by the Michigan Department of Education, or its agents, or by a comparable professional society, for which attendance by the employee is compulsory in the opinion of the Director of Special Education or the Director of Career & Technical Education. Reimbursement for travel expense to such conference shall be allowed as

follows:

- a. The rate of reimbursement for automobile travel shall be based upon the actual mileage (not to exceed 2,000 actual miles) times the current mileage rate under subparagraph H. above, provided the employee has taken three (3) other employees as passengers and to prorate reimbursement on this basis if fewer such passengers have been taken.
- 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.

2. **National Fees**

- a. The Board may pay, for Physical Therapists only, the sum to not exceed one hundred-ninety dollars (\$190.00), annually, to be applied toward the licensing and registration costs of these employees in the national organization, namely, the American Physical Therapy Association (APTA).
- b. Such payment shall not exceed three hundred-eighty dollars (\$380.00) in any two-year period.

ARTICLE X

LEAVE PROVISIONS

A. Paid Sickness Leave

1. Each employee shall accumulate sick absence at the rate of one (1) day for each full month of service without limitation as to accumulation.
2. Absence on "sick leave" shall be allowed for either personal illness or immediate family illness. Immediate family shall be the same as defined in the Administrative Guideline 3430.01, dated 1/01/92, and such sick leave days shall be limited to five (5) days per year.
3. If there are reasonable grounds to suspect the misuse of sick absence, an employee, 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. Employees accreted to the bargaining unit in the 1990-91 school year shall be granted accumulated sick leave according to the following:
 - a. Individual accumulated sick leave that was frozen at the time the managed sick leave program was implemented will be reinstated.
 - b. Those employees who worked for the ISD in 1988-89 and/or 1989-90 will be granted ten (10) days of sick leave each year minus the number of actual sick leave days used in each year.
5. The Family Medical Leave Act (FMLA) is effective with regard to terms of the Master Agreement between Kent Intermediate School District and KCEA/KIEA.

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

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

B. Emergency Absence

At times it may be necessary for a bargaining unit member to request time off in order to take care of personal affairs that cannot be postponed. Such

absences involve emergencies, business or family affairs, health needs, or crises.

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

1. These absences shall not exceed two (2) hours in length and may not be used in conjunction with any other type of absence.
2. Emergency absences shall not be deducted from allowances made for other forms of absence.
3. Emergency absences shall not exceed a maximum of four (4) two hour periods per school year.
4. Only one (1) such request may be used on any one (1) day.
5. Final approval, or disapproval, shall rest entirely with the immediate supervisor.
6. As much as possible, these absences will be scheduled during the employee's planning period.

C. Personal Leave

1. Each employee will be allowed two (2) days beginning 1997-98, and three (3) days beginning 1998-99 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. No more than five (5) individuals who require substitutes will be allowed to take personal business leave on any one day/date, with one (1) additional position specifically designated for Support Services staff.

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

2. Bargaining unit members may take personal days at the beginning of scheduled vacation times which are the December/January holidays and Spring Break.
3. A lottery will be used for the selection process. The same individuals are eligible only every three (3) years. Staff must secure substitutes for their area. All names are submitted to the KIEA President and a lottery is held on November 1st and March 1st 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.

4. Beginning 1998-99, bargaining unit members may carry over a maximum of one (1) unused personal day per year.

D. Professional Leave

1. Any full-time employee 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 employee to be absent during usual working hours.
2. Requests for time and expenses to provide such an honorary contribution to the employee's professional specialty shall be granted on the approval of the Superintendent or his designee.
3. 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 Superintendent's own discretion in this connection.

E. Bereavement

1. Absence will be allowed for the death or funeral of the member's immediate family or of their spouse's immediate family. Absence for an immediate family bereavement shall not exceed five (5) working days.
2. Any absence for other than immediate family requires approval from the Superintendent. Members shall use sick leave to cover such absences which will be limited to five (5) working days per year.

F. Proration

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

G. Severance Pay

1. Kent Intermediate School District will pay twenty-five (\$25) dollars per day for a maximum of one hundred (100) unused sick days. In order to be eligible for this severance pay, the member must have fifteen (15) years of service in the district. Severance shall be defined as the employee not returning to the job for reasons of retirement.
2. 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.

H. Military Leave

1. Leave and Return

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.

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

2. Reserve Training

An employee 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.

ARTICLE XI

UNPAIDLEAVES 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 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 employee in the District.
2. Any application for Medical Leave shall be in writing and be supported by a doctor's statement if requested by the Superintendent.

B. Jury Duty/Court Appearance

1. Should a staff member be called for jury duty, s/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.

C. 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 employees 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 employee shall be reinstated to the employee's former position upon return from the leave providing that the position is still being offered by the services of KISD.
3. Days that can be counted toward those provided under FMLA will be deducted from that liability.

D. Return From Leave

1. An employee 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. An employee 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 employee's former position or in a substantially equivalent position providing a vacancy exists at the conclusion of such leave and providing that the employee has submitted written notice of intent to return to the Department Supervisor and to the Director of Personnel at least ninety (90) calendar days before the start of such semester. If no vacancy exists, the employee 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 employee is qualified.
3. 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.

4. An employee who does not return at the end of the leave period shall be considered to have voluntarily resigned.
5. Employees having less than two (2) years of continuous service may be reinstated, upon request, at the sole discretion of the Superintendent.

E. Fringe Benefit Continuation

The insurance premiums provided under the terms of Article IX, 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 186/187 work days actually worked by the employee during that school year.
3. Fringe benefits will continue as specified under FMLA for any leave which meets with the provisions of FMLA.

ARTICLE XII

PROFESSIONAL ADVISORY COUNCIL

A. Purpose

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

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

B. Membership

1. The Council shall consist of the Superintendent and two (2) other representatives selected by the Administration and the President of the Association and two (2) 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 each 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.

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, 1999, and shall continue in effect until August 31, 2001.

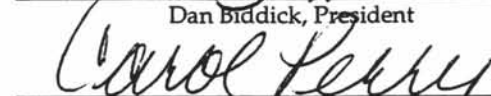
B. Extension

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

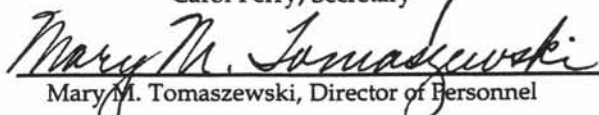
KENT INTERMEDIATE
SCHOOL BOARD



Dan Biddick, President

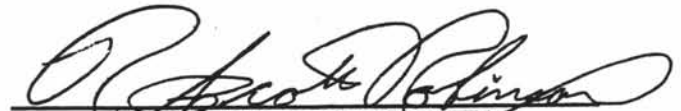


Carol Perry, Secretary



Mary M. Tomaszewski, Director of Personnel


KENT COUNTY
EDUCATION ASSOCIATION



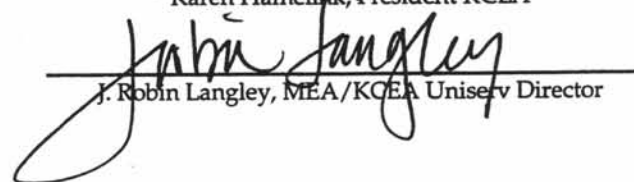
R. Scott Robinson, President KIEA



Michael D. Mitchell, Chief Negotiator



Karen Hamelink, President KCEA



J. Robin Langley, MEA/KCEA Uniserv Director

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**KENT INTERMEDIATE SCHOOL DISTRICT
CAREER/TECHNICAL EDUCATION / SPECIAL EDUCATION CALENDAR
KENT CAREER/TECHNICAL CENTER - 1999-2000 SCHOOL YEAR**

Appendix B

AUGUST 1999						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	IS	V	21
22	TR	CB	25	26	27	28
29	30	31				

(TD) 8 (SD) 6

JANUARY 2000						
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^{23/} ₃₀	^{24/} ₃₁	25	26	27	28	29

(TD) 21 (SD) 20

SEPTEMBER 1999						
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20 20

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21 21

OCTOBER 1999						
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21 21

MARCH 2000						
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APRIL 2000						
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14 14

DECEMBER 1999						
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12	13	14	15	16	17	18
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26	CV	CV	CV	CV	CV	

13 13

MAY 2000						
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28	MD	30	31			

22 22

JUNE 2000						
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18	19	20	21	22	23	24
25	26	27	28	29	30	

4 3

CB - CLASSES BEGIN	SD - STUDENT DAYS	TOTAL STUDENT (SD)
CV - CHRISTMAS VAC.	SV - SPRING VACATION	ATTENDANCE DAYS: 182
GF - GOOD FRIDAY	TD - TEACHER DAYS	TOTAL TEACHER (TD)
IS - INSERVICE	TR - TEACHER RECORDS	ATTENDANCE DAYS:
LD - LABOR DAY	TV - THANKSGIVING	Career/Technical Ed Teachers 187
MD - MEMORIAL DAY	V - VACATION 62	Special Education Teachers 187

* Inservice .5/Teacher Records .5

LETTER OF UNDERSTANDING

WHEREAS, the Kent Intermediate School District School Board, hereinafter called "Board", and the Kent County Education Association, hereinafter called "KCEA", are in the process of entering into a new Master Agreement covering the employment relations between the Board and KCEA; and

WHEREAS, the Special Education employees will maintain the seven (7) hour work day; and

WHEREAS, the parties desire to enter into an understanding relating to the Vocational Education employee's work day;

THEREFORE, the following work day schedule as a minimum will apply:

1992-93	7.5 hour day
1993-94	7.0 hour day *
1994-95 **	7.0 hour day

* add one (1) 7.5 hour work day to calendar in August, 1993 for Vocational Education employees as make-up time for the 7.5 hour days not worked from 8/26/92 to 10/19/92. This time will have been part of the 1992-93 compensation.

** and thereafter.

WHEREAS, the parties also desire to enter into an understanding on the effective date for the use of CEU's (Article IX, G.4), it is understood that a retroactive date of September 1990 will be acceptable; and

FURTHER, it is also understood that the language "prior approval" condition will be waived as it applies to CEU's for September 1990 through August 1992;

November 2, 1992
Date

James P. Stouffer
Kent County Education Association

11/2/92
Date

Donald Cummings
Kent Intermediate School District

KENT INSTRUCTIONAL DELIVERY SYSTEM
(K.I.D.S.)

I. Introduction

- A. The two-way interactive electronic networking system may be utilized as an alternative instructional delivery system. The intent and purpose of the KIDS project is to provide a vehicle for the cooperative offering and sharing of K-12 educational opportunities and to provide quality educational resources to students of the participating districts in a cost-effective and efficient manner.
- B. The agreement hereinafter referred to as the K.I.D.S. ADDENDA is entered into this day of June 2, 1997, by and between the K.C.E.A. and the Kent Intermediate Schools.
- C. The contract language that follows is to be an addenda to the local master agreement. In order for this addenda to be in effect in any school district, it must be approved by the Board of Education for that district and the K.C.E.A.. Areas not covered by the addenda shall be governed by the terms of the local collective bargaining agreement of each constituent district.
- D. Any local school district that fails to ratify the K.I.D.S. Addenda shall not participate in K-12 student instruction via the K.I.D.S. network and shall not act as either an originating site or remote site for K-12 student instruction. Failure to ratify this addenda shall not preclude a local school district's use of the network for other purposes, e.g., staff development, extra-curricular activities, and other non-credit K-12 activities.

II. Definitions

- A. "Telecommunication" or "Telecommunications Classes" shall be defined as the teaching of students via a two-way interactive television system known as Kent Instructional Delivery System. Teachers will be considered employees of the originating district.
- B. "Originating Site District" shall be defined as the location where the teacher responsible for the Telecommunication Class is located.
- C. "Remote Site District" shall be defined as the location/designation where class instruction is being received via television.

III. Responsibilities of Originating and Remote Site Districts

- A. The originating site district shall be responsible for the course content, material selection, instruction, testing, evaluation and grading of students at the originating site district and at all remote site districts.
- B. Behavior or discipline and supervision of students at remote sites shall be the responsibility of the remote site district. If teachers are assigned classroom supervision at a remote site, such assignment shall be in lieu of a classroom or other supervisory assignment. No teacher will be regularly assigned to supervise remote site students during the teacher's preparation period or during the time he/she is performing his/her assigned duties.

IV. Working Conditions

- A. **Class Size**
The parties mutually agree that the purpose of K.I.D.S. is to provide quality, cooperative academic programming in order to enrich educational opportunities for students. Accordingly, class sizes shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for full two-way interactive participation. Total class size, including both the originating and remote sites, shall be subject to the language in the master agreement of the originating site district.
- B. **Teachers located at an originating site who are teaching a K.I.D.S. class will have to adjust their teaching methods and spend additional time to become effective using two-way interactive technology. To compensate for this extra time and effort, a teacher assigned to teach a class from an originating site via K.I.D.S. will be paid an additional \$1000 per preparation per semester.**
- C. **Class Schedules**
Teachers presenting K-12 telecommunications classes to elementary or secondary-aged students will generally have those classes scheduled during regular contract work time. It is recognized that in order to accommodate the different starting/ending times of originating/receiving districts that work times may vary somewhat.
- If classes are scheduled outside the normal work day or work year, teachers will have their individual starting and/or ending time adjusted. If additional work time is required to accommodate the schedules of sending/receiving districts, the teacher shall be compensated at a pro rata of his/her base contract daily rate of pay calculated for each 1/4 hour or portion thereof.
- D. **Equipment**
It will not be the responsibility of the classroom teacher to repair and maintain the telecommunications equipment. Teachers will be trained to focus and make minor adjustments to said equipment.
- E. **Training**
Initial and on-going training in the use of telecommunications as an alternative educational delivery system shall be made available to teachers who will be presenting telecommunications classes. Participating teachers shall be compensated as specified in the master agreement of the originating site district if training is outside the normal work day/year.
- F. **Teacher Evaluation**
All evaluations shall require the physical presence of the evaluator at the sending site. The teacher will be informed that they are being observed/evaluated. The sending district administration will have responsibility for the evaluation as the teacher is the employee of the originating district.
- G. **Mileage**
Originating site district teachers will be reimbursed for the allowable mileage if they are required to use their personal automobile to travel between sites or to meetings related to K.I.D.S. The mileage reimbursement will be as specified in the Master Agreement.
- H. **Vacancies**
Teaching vacancies shall be filled on a voluntary basis and such teachers will be assigned to telecommunication courses in accordance with local contract language provisions.

V. Job Security

- A. It is not the purpose of the K.I.D.S. project to reduce the number of bargaining unit members employed or the hours worked as a result of the implementation and use of telecommunications via K.I.D.S.
- B. No member of the staff of a specific originating site district or the schools served by that given site shall be laid off or have hours worked reduced as a direct result of the implementation and use of telecommunications via K.I.D.S.
- C. Any teacher presenting a K-12 telecommunications class shall be represented by the teacher bargaining unit of the originating district.

VI. Broadcast and Rebroadcast Conditions

In accepting any assignment to teach a telecommunications course, the teacher assigned agrees to and acknowledges the following:

- A. A telecommunications class may be televised for demonstration purposes with the knowledge and consent of the presenting teacher.
- B. Videotapes of a telecommunications class may be used for makeup work for all students currently enrolled in that telecommunications class. Videotapes may be used for other purposes with prior knowledge and consent of the teacher. Teachers may use such tapes with prior knowledge and consent of the board or its designee.
- C. Videotapes of telecommunications classes are the property of the originating site district.
- D. All instructional presentations for which teachers are paid to create and produce, may be copyrighted by, and are the sole property of, the designated originating site district.
- E. K.I.D.S. shall not be used to replace teachers involved in a labor dispute.

VII. Problem Solving Efforts

- A. Whereas the implementation and use of instruction by two-way interactive television in general and K.I.D.S. specifically is developmental, the parties agree that it may be necessary to meet from time to time in order to resolve issues that were not contemplated or addressed in this addenda. Accordingly, the parties agree to meet promptly at the request of either.
- B. Amendments shall be subject to the approval of the parties in accordance with Article 1 of this addenda.

VIII. Relationship to Local Master Agreements

The parties agree that this K.I.D.S. ADDENDA will continue in force and effect until August 15, 2000. The addenda shall not be extended orally.

Agreed to on Aug 19, 97 by:

Cele M. Shue

For K.C.E.A.

(Kent Intermediate Schools Copy)

M. Tomaszewski

For Kent Intermediate Schools

**KIEA Professional Personnel
May 13, 1999
Board Proposal**

Appendix E

Extension of current contract for two (2) years (1999-2000 and 2000-2001).

Increase of 2.65% on the salary schedule each year.

Maintain current insurance coverage with the exception of the change to a \$5.00 prescription co-pay for both years.

5/13/99 MDM 12:24pm
5/13/99 TUC 12:24pm

