

KENT INTERMEDIATE SCHOOL DISTRICT

-and-

KIEA – MYSCHOOL@KENT/SUCCESS LINK
BLENDED LEARNING INSTRUCTORS

EMPLOYER PACKAGE PROPOSAL #2

5-24-24

TA
5-24-24
Alex Rogers
Matt
Caldwell

Note: This proposal is offered as a package proposal only. The District reserves the right to alter or remove any or all portions if the package is not accepted in whole. Any alterations shall not be considered regressive bargaining.

The District proposes a three-year contract for 2024-25, 2025-26 and 2026-27 commencing on August 12, 2024 and expiring on August 13, 2027. All provisions of the current contract remain in effect with the exception of those noted below.

Note: This proposal moves away from a September 1st date given the pre-Labor Day start.

Article II – Recognition

A. Bargaining Representative

1. The Board hereby recognizes the Kent County Education Association/MEA/NEA as the exclusive bargaining representative for the MSK-I as defined in Section II of Act 379 of the Michigan Public Acts of 1965, for certified, licensed and non-certified professional personnel employed by the Board in the areas of Special Education and Career Technical Education and Great Start Readiness Program, Kent Innovations High School, Myschool@kent/Success Link including:

- a. Instructor,
- b. Career Advisor/Counselor,
- c. ~~Community Based Vocational Training Coordinator,~~
- d. ~~Enrollment Coordinator~~
- e. ~~Marketing Coordinator~~
- f. ~~Outreach Coordinator,~~
- g. ~~Physical Therapist,~~
- h. ~~Retail Coordinator~~
- i. ~~Support Teacher~~
- j. Teacher Consultant,
- k. Technology Coordinator
- l. ~~Transition Assessment/Planning Facilitator,~~
- m. ~~Work Based Learning Coordinator~~
- n. ~~Work Readiness Coordinator,~~
- o. ~~Work Study Coordinator,~~
- p. ~~Lead GSRP Teacher~~
- q. Blended Learning Instructor

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

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

2. The term "Bargaining Unit Member" when used hereinafter in this Agreement shall refer solely to those bargaining unit members represented by the Association in the bargaining unit defined in A.1. above.
 3. The term "Board" shall include its officers and agents, including the superintendent and his designees.
- B. Negotiations The Board agrees not to negotiate with any organization other than that designated above as the bargaining representative of the bargaining unit members covered under Paragraph A.1. above.

Article III – Board Rights and Responsibilities

B. (3)

3. E-Mail will be used to inform Kent ISD staff of changes to Board policies. Staff will be directed to "~~Intranet site~~" www.kentisd.org for new and updated policies.

Article IV – Association Privileges

C. (2)

2. The Association may use the equipment (copying machines, ~~typewriters~~, **printers**, audio visual equipment, computers) within the buildings when such equipment is not otherwise in use, provided that the Board may request reimbursement for the cost of supplies used and any equipment damages due to negligence. The Association may also have the use of telephones ~~for local calls~~.

G ADD #4

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

Article V – Grievance Procedure

D. Level 1 (Verbal)

An aggrieved shall, within ten (10) days after the facts giving rise to the grievance have first occurred, or when the alleged grievance first became known, discuss the grievance, either alone or with an Association representative, with their immediate supervisor, specifically identifying the discussion as being a Level 1 grievance matter. ~~The minutes of this meeting shall be prepared and distributed to both parties by the immediate supervisor.~~

G. Level 4 (Mediation)

If the grievance is not resolved at Level 3, **subject to mutual agreement 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, **the parties may** submit the grievance to mediation. ~~The resolution of such grievance shall be mediated by the parties through the interest-based dispute resolution process. 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 **mediation the interest-based resolution process** has been fully exhausted. **Neither party shall be obligated to mediation.**

I. Power of the Arbitrator

The arbitrator shall have the power and authority as set forth herein to resolve such grievance.

1. It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the **contractual** question submitted to him.
2. Further, it is agreed that the arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement; nor shall the arbitrator substitute his discretion for that of the Board or the Association where such discretion has been retained by the Board or the Association under Article III or IV, respectively; nor shall the arbitrator exercise any responsibility or function of the Board or of the Association.
3. The decision of the arbitrator shall be final and binding on both parties.

J. Limitations of Arbitrator (no change but simply moved up from N to follow Powers of the Arbitrator)

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

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

M. **Matters Not Subject to Grievance Shall Include:**

1. **Discipline, termination of services or failure to reemploy any probationary unit employee.**
2. **Evaluation of probationary unit member**
3. **Any matters subject to the Michigan Teacher Tenure Act, as revised.**
4. **Any decisions regarding selection or assignment of extra-duty positions.**
5. **Any grievance which arose prior to the effective date of this Agreement shall not be processed under this agreement.**

Article VI – Individual Bargaining Unit Member Privileges and Responsibilities

A. Civil Rights

The hours, wages, terms and conditions of this contract will be applied without regard to race, ~~ered~~, color, religion, national origin, age, sex (**including pregnancy, gender identity, or sexual orientation**) height, weight, marital status, physical characteristics, disability, ~~sexual orientation~~ or any other legally protected characteristics.

C. Bargaining Unit Member Records

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

E. Health of Bargaining Unit Members

1. ~~Each person prior to entering the employment of the Kent Intermediate School District shall have a drug screen by a doctor of the Board's choice at Board~~

~~expense. Physical examinations shall not be required as a general condition of employment unless otherwise required for licensure or other legal mandated reasons.~~ **Physical examinations and/or drug testing by a doctor of the Board's choice at Board expense shall not be required as a general condition of employment unless otherwise permitted or required by Board policy, for licensure or other legally mandated reason.**

F. Evaluation

1. Evaluation shall be governed by applicable Board Policies and administrative guidelines, including, but not limited to, Board Policy ~~4403 3220 and Administrative Guidelines 3220a~~ which are subject to change (both in content and number), but will be shared with staff upon Board approval/revision.

Article VII – Seniority, Layoff and Recall

B. Method of Payment (move to Article IX?)

1. A bargaining unit member shall ~~elect in writing prior to the first payroll period of the school year beginning in August September whether the salary shall be paid in 22 or 26 biweekly installments.~~ **Salary and installments shall be prorated for less employment that is less than a full school year.**
2. ~~The election, once made, shall be irrevocable for that year, except that a bargaining unit member may elect to receive all earned salary in the final pay check of the fiscal year, in which the salary was earned, if the bargaining unit member has filed a written request with the Associate Superintendent for Administrative Services prior to May 1st of the fiscal year.~~

C. Extended Periods of Employment (move to Article IX?)

1. The Board shall attempt to provide extended employment opportunities during the summer months, to bargaining unit members covered by this Agreement.
2. Notices of any such summer work opportunities, including the rate of pay, will be posted by appropriate Administrative personnel, including Department Supervisors, within three (3) school days of knowledge of such opportunities, with a copy of such notice being sent to the President of the Association.
 - a. ~~Bargaining unit members who are advisors to student organizations will be compensated at a flat fee of \$400 The principal will approve the recognition of all student organizations and advisors.~~

- b. Bargaining unit members who serve as mentors will receive an annual Flat Fee - the fee will be the same as current fee paid to student organization advisors.
 - c. The principal will approve the recognition of all student organizations and advisors.
 - d. Required meetings held after the regular work day must be approved by the principal. Major projects/assignments will be brought to the attention of the principal and will be considered on a case by case basis. If more than five (5) after school meetings are required and approved by the principal, the bargaining unit member will be paid at the off-contract work rate for curriculum development. Meetings shall not exceed sixty (60) minutes in duration. Off-contract work on curriculum development and other related work shall be paid at the rate of \$27.00 per hour and shall be voluntary. (Better place for this? Article VIII)
3. It is understood that in selecting the particular bargaining unit members who are to be offered extended contracts or other comparable professional summer employment, the criteria utilized shall include competence, experience and years of service, and that other things being equal, bargaining unit members with the most service shall be given preference.
 4. During the period of any such extended employment, the terms of this Agreement shall be applicable only with respect to any extended work period in the same position as held during the school year.

D. Reduction of Staff

It may be necessary to reduce the number of professional personnel (Article II.A.1. of this Agreement) on the staff of the Kent Intermediate School District because of insufficient funds, decreases in student enrollment, lack of work, changes in the educational and administrative programs of the District, or for other reasons, or to recall staff from layoff. Layoff procedures are outlined in applicable board policies and administrative guidelines, including, but not limited to Board Policy ~~4405 3131~~ and ~~Administrative Guidelines 3131a~~ which are subject to change (both in content and number), but will be shared with staff upon Board approval.

E. Seniority

1. Seniority shall be computed from the most recent date of hire in a professional position minus any time spent on layoff or unpaid leave (except that time spent on sabbatical, military leave, career exploration or child care leave shall count toward years of service and shall not be deducted). Absence due to illness shall not constitute an unpaid leave within the meaning of this provision unless the bargaining unit member is formally placed on leave of absence. **As of the 2024-25 school year, seniority sequence for new hires having the same hire date will**

be determined by the sum of the individual's last four digits of the Social Security Number - with the greatest sum being most favorable.

2. Seniority will not accrue for those individuals who assume administrative positions. For the duration of their administrative position, their seniority will be "tolled". An individual may return from an administrative position if a vacancy exists. If an individual returns from an administrative position, their seniority will continue to accrue from the point at which their seniority was tolled.
3. Part-time employment of ~~seventeen and one half (17.5) hours~~ **0.5 FTE 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~~ **0.5 FTE** shall not be counted.
4. For purposes of continuous service, an individual working full-time must be actively employed for a minimum of ninety-one (91) days during the regular contract year.
5. Seniority shall be lost for all purposes where:
 - a. employment is terminated for any reason;
 - b. a bargaining unit member does not return to employment after an approved leave of absence;
 - c. a bargaining unit member has been on layoff for more than **one (1) three (3)** years; or
 - d. a bargaining unit member's certificate/approval lapses.
6. Credit given, for salary or other purposes, for prior experience or for any other reason other than continuous service to the Kent Intermediate School District shall not be included for purposes of determining seniority hereunder.
7. Vacancies
~~Notice of internal vacancies will be emailed to MSK I personnel and KIEA President prior to external posting.~~ **Employment opportunities are posted at www.kentisd.org**

Article VIII – General Working Conditions for Bargaining Unit Member

C. Building Closing

1. In the event weather or other conditions necessitates the closing of an assigned building or program, bargaining unit members of that building or program will be informed via text, auto call, radio and television stations. **It is suggested that staff opt in to Kent ISD's technology-based notifications.**
2. To verify an announcement or to check for building closings, a bargaining unit member may call 616-365-2234 to secure the status of Kent ISD operations.
3. **In the event that pupil instruction is not provided because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county or state health authorities the calendar will be adjusted, if necessary, in order to insure the student instruction days/hours as required by law for the District to receive full State aid or comply with required days / hours of instruction. The parties have agreed to adjust the program calendars to conform with this section. If additional days/hours are necessary, the District and the Association will meet to extend the calendar/hours and such adjustments will be carried out without additional compensation to the extent such days/hours do not exceed the equivalent days/hours lost due to cancellations.**

I. Vacancies and Assignments

1. Vacancies or newly created positions within the bargaining unit shall be posted for a period of ten (10) days prior to the position being permanently filled.

The Board, however, may set aside the ten (10) days if there is an urgent need to fill the position.

Vacancy notices shall be emailed to staff, posted on the district website, ~~posted on bulletin boards in each district building along with a copy of such posting to the Association.~~
2. Should a change in assignment be necessitated, the affected bargaining unit member shall be notified as soon as practical.

O. Bargaining Unit Member Protection/Assault

If a bargaining unit member, acting in the line of duty, is assaulted, the incident shall be immediately reported to the School Board or its representative. The School Board shall provide legal assistance to the bargaining unit member in connection with handling of the

incident which may include legal counsel if the District is subject to legal action as a result of the incident. Such assistance shall include the provision of legal counsel

In case of an assault by a student or students on a bargaining unit member, while the bargaining unit member is acting in the line of duty and while the student is under the school's jurisdiction, causing damage to the bargaining unit member's clothing and/or glasses, the School Board shall make an equitable financial settlement for such loss with the bargaining unit member involved. Such damage shall be reported immediately to the building Administrator of the building in which such damage occurred.

In cases of an **physical** assault resulting in an injury inflicted by a student(s) on a bargaining unit member while the bargaining unit member is acting in the line of duty and the student is under the jurisdiction of the school and when the bargaining unit member is found not to have provoked the incident, the time lost, if any, by the bargaining unit member shall not be charged against the bargaining unit member's accumulated leave day(s) and the bargaining unit member shall continue to be paid by the School Board **up to a maximum of 30 work days subject to supporting medical documentation**. When workers' compensation is paid, the School Board shall pay the difference between that sum and the bargaining unit member's regular salary **utilizing the bargaining member's accumulated paid leave, if any**. **At such time that bargaining unit member has exhausted all paid leave, the Board will pay that difference for a period not to exceed one year from the injury resulting from assault**. ~~During the above period of such disability, said bargaining unit member shall be entitled to full applicable privileges included in this agreement.~~

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

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

M. Enrollment and Section Limitations

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

Article IX – Professional Compensation and Benefits

A. Salary

1. The salaries of bargaining unit members covered by this Agreement are set forth in the salary schedules attached hereto. Bargaining unit members shall receive ~~one (1) step and 2.5% salary increase on schedule for the 2021—22 school year and one (1) step and 2.5% salary increase on schedule for the 2022-23 school year and (1) step and 2.0% salary increase on schedule for the 2023-2024 school year.~~ (See Appendix A)

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

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

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

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

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

C. Salary Schedules

1. A bargaining unit member's salary shall be determined by his placement on the attached salary schedule. See Appendix A.
2. A bargaining unit member's placement on the schedule will depend upon his/her academic degree and the number of years' experience in his/her particular specialization, or in an approved related field, as determined by the Board.
3. Bargaining unit members on the top of the salary schedule shall receive the district approved annual salary percentage increase.
4. **For subsequent school years following the first school year spent at a step 20 of any column on the salary schedule, the following payments will take place off schedule, and be paid in June:**
 - **1st such year after Step 20 - \$1000**
 - **2nd such year after Step 20 - \$1100**
 - **3rd such year after Step 20 - \$1200**
 - **Increasing each such year by \$100 as shown above, not to exceed a maximum of \$2,500.**
- 5.
- ~~6. A \$150.00 merit stipend for Blended Learning Instructors who receive an overall effective rating will be paid at the end of each school year.~~
- ~~5. A \$250 wellness incentive will be paid for the completion of three (3) wellness goals. Payments will be made on the final pay in June. Some examples may include having a yearly physical, doctor recommended health screening, maintaining a membership to a gym or health club, working in an organized fitness/athletic/weight control or nutrition club or organization, completion of smoking cessation programs, other agreed upon fitness, health tracking measures with prior approval from Human Resources or a documented wellness fitness management session with a financial advisor.~~
- ~~— All goal options will be approved by the KIEA President or designee in agreement with Administration; working together with the goal of providing a healthy workforce to Kent ISD.~~
- ~~— All completed goals concerning health will fall under the same privacy guidelines as HIPPA.~~

E. Medical Insurance

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

Effective January 1, 2025 through December 31, 2025, and continuing each January 1 thereafter during the life of this agreement, the employer's monthly cost shall increase by not more than the PA 152 percent increase for that medical benefit plan coverage year published by the State Treasurer. Employees electing medical plan coverage shall pay the difference in cost via payroll deduction pursuant to the District's IRS section 125 plan and there shall be no employer contribution to the health savings account.

Eligible employees may elect to enroll in one of the following plans: (needs discussion 4, possibly 5 of below plan options.)

Plan A – WMHIP Versatile Plan 4 \$500/\$1000 10% Co-Insurance

Plan B – WMHIP Simply Blue Versatile 2 \$500/\$1000 10% Co-Insurance

Plan C – WMHIP Flexible Blue 3 \$2000/\$4000 0% Co-Insurance

Plan D – WMHIP Simply Blue 2 \$2000/\$4000 20% Co-Insurance

Plan E – WMHIP Flexible Blue 6 \$1600/\$3200 10% Co-Insurance

Cash in Lieu (Medical Waived) 75% of PA 152 Single Subscriber Hard Cap

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

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

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

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

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

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

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

F. Dental Insurance

Delta Dental
100/100/90/85

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

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

Class IV Benefits – 85%

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

Deductible: None

G. Vision Insurance

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

H. Life Insurance

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

I. Long-Term Disability

FYI - Prior switch to MESSA LTD causes disadvantage – benefits loss – no medical premium benefit while on LTD – and complaints about using two portals)

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

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

Group Term Life Insurance

- a. The Board will pay the premium for group term life insurance for each bargaining unit member in an amount which is equal to the nearest one thousand dollars (\$1,000.00) of the bargaining unit member's annual base contract salary.

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

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

~~1. Blended Learning instructors will receive the single subscriber cap amount of up to \$8,500 toward the purchase of health insurance for two person or full family coverage. In the event that the staff member elects not take health benefits through Kent ISD, the bargaining unit member will be eligible for cash in lieu of benefits in the amount of 75% of the annual hard cap established with CPI for January of each year.~~

~~1. Health Insurance Options~~

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

- ~~a. WMHIP PPO
\$500/\$1000 deductible; 10% co-insurance
Dental and Vision
— Life & Long Term Disability~~
- ~~b. WMHIP Flexible Blue 2
\$1350/\$2700 deductible
Dental and Vision
— Life & Long Term Disability~~

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

H. Reimbursement for Costs of Continuing Education

1. Bargaining unit members shall have the right to submit a written request **for pre-approval of** reimbursement toward the cost of continuing education. The Board shall have the right to use its sole discretion in approving or rejecting any such request.
2. Reimbursement for the cost of tuition (to the amounts defined below) will be paid by the Board upon documentation of successful completion (grade of 2.5 or better) of approved course work. Prior approval of the appropriate Director and the Assistant Superintendent for Human Resources is required before registration. Such course work will be in an area directly related to the bargaining unit member's employment or in a degree program related to the education profession offered through a regionally accredited college or university unless prior approval is received from the ~~Associate Superintendent for Administrative Services~~ **Assistant Superintendent of Human Resources & Legal Services** for attendance at an alternative college.
3. The amount of tuition reimbursement per semester hour shall be the average off-campus tuition charge for graduate courses for Michigan State University, Western Michigan University and Central Michigan University effective on September 1st. These calculations will be used for reimbursement for classes

taken each contract year (September through August). Classes substantially completed during the summer months and completed in September will be reimbursed and counted against the prior school year.

- a. Subject to language and available funds each member may be reimbursed three (3) credits per school year. Reimbursement for credits taken beyond the three (3) up to a maximum of nine (9) credits is subject to funds remaining in the reimbursement pool at the end of the school year.
- b. Classes taken during the Summer and Fall will be reimbursed and counted toward the current school year and will be eligible for the first semester reimbursement. Classes taken in the Winter and Spring will be eligible for second semester reimbursement. Reimbursement for Summer courses will be paid no later than the first pay period in October assuming all required documentation is submitted to the HR office no later than September 15. Reimbursement for Fall courses will be paid no later than the first pay in February assuming all required documentation is submitted to the HR office no later than January 30th. Reimbursement for Winter and Spring courses will be paid no later than the final pay in June assuming the required documentation is submitted no later than June 1st. (Update to process description needed?)
- c. At the end of the school year any remaining funds in the pool will be redistributed for reimbursement to any members who still have amounts outstanding for reimbursement.

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

Article X – Leave Provisions

A. Paid Sick Leave

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

B. Sick Leave Donation Protocol Bank

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

The intent of the sick leave **donation protocol bank** (~~slb~~) is to bridge the time/days between a bargaining unit member's accumulated sick days and long term disability or in the cases of prolonged illness in which absences are frequent but long-term disability is not available.

- a. A bargaining unit member ~~KIEA professional or educational support personnel~~ wishing to request a donation of days ~~withdraw days from the SLB~~ must submit the following information in writing or electronically to the **Human Resources** ~~KIEA union president~~ or the president's designee for communication to the members:

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

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

2. Donation of Sick Days by Bargaining Unit Members

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

3. Administration of Sick Leave ~~Bank~~

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

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

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

C. Emergency Absence

At times it may be necessary for a bargaining unit member to request time off in order to take care of personal affairs that cannot be postponed. Such absences involve emergencies, business or family affairs, health needs, or crises.

A request shall be communicated stating the reason for such request and length of time required. It is to be submitted to the staff member's immediate supervisor as early as possible prior to the time the absence is requested, and be entered by the employee in the designated time and attendance program.

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

D. Personal Leave

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

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

2. ~~When, on November 15 or the day prior to spring break, more than four (4) staff members (instructors and coaches) per program request personal leave, a lottery will be used for the selection process. The same individuals are eligible only once every three (3) years. All names are submitted to the Association President and a lottery is held by November 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.~~
3. Personal days may not be taken the first two (2) weeks of the school year except in extenuating circumstances. Personal days may not be used immediately **before or** after a holiday or vacation period. Personal days will be allowed at the discretion of the supervisor at all other times of the year.

4. Two (2) Personal Days may be used together if approved by the Supervisor.
5. There will be no carry-over of Personal Days.
6. At the end of the school year, any unused personal time will be compensated at the bargaining unit member's discretion using one of the following methods:
 - a. Two hundred dollars (\$200) per individual per day,
 - b. Day for day transfer into the bargaining unit member's accumulated paid sick leave.

F. Bereavement

1. Absence will be allowed for the bereavement of the member's immediate family or of their spouse's immediate family as follows:

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

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

~~Absence for an immediate family bereavement shall not exceed five (5) working days per incident. These days do not have to be consecutive, but may not be split into more than two occurrences.~~

2. Any absence for other than immediate family as detailed above requires **advance written approval from the Asst. Superintendent of Human Resources. which will be limited to five (5) working days per year.**

~~Immediate family shall include only the spouse, child, grandchild, father, mother, brother, sister, brother in law, sister in law, grandfather, grandmother, father in law, mother in law, son in law, daughter in law, grandfather in law, grandmother in law, aunts, uncles, cousins, nieces and nephews of the professional staff member. Absence for an immediate family bereavement shall not exceed five (5) working days per incident. These days do not have to be consecutive.~~

2. ~~Any absence for other than immediate family requires approval from the Superintendent which will be limited to five (5) working days per year.~~

J. Workers' Compensation

1. Disabilities Compensable Under Worker's Comp Act: In the event a bargaining unit member suffers a disability arising out of or in the course of his/her employment, the Employer shall assist the bargaining unit member in securing Workers Compensation benefits. All other rights and benefits of the labor agreement shall continue **except as follows:** ~~and accrue if the bargaining unit member was actively employed.~~

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

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

K. Severance Pay

1. Kent Intermediate School District will pay the following rate based on the accumulation of sick leave days:
- a. \$30 for having accumulated up to 50 days
 - b. \$45 for having accumulated 51 to 100 days
 - c. \$50 for having accumulated 101 to 150 days
2. Kent Intermediate School District will pay for a maximum of one hundred fifty (150) days. The member must have ten (10) years of continuous service or a combined fifteen (15) years of service in the district to be eligible for this severance pay. Severance shall be defined as the bargaining unit member not returning to the job for reasons of **confirmed ORS retirement, with written notification provided to Human Resources not later than March 15th of the**

year of retirement. Mid-school year retirements are not eligible, unless the parties mutually agree to an exception.

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

Article XI – Unpaid Leaves of Absence

A. Medical Leave

1. Any professional personnel who is unable to perform their duties because of a personal illness or disability (including for this purpose maternity) which extends beyond the period for which sick leave pay is received under Paragraph A., Article X, above ~~may shall~~ be granted a medical leave of absence without pay for the duration of such illness or disability, up to a total of one (1) calendar year provided that this period may be extended at the sole discretion of the Board ~~up to the number of years of service of such bargaining unit member in the District.~~
2. Any applications for Medical Leave shall be in writing and be supported by a doctor's statement if requested by the Superintendent.

B. Other Leaves Without Pay

1. A leave of absence without pay and without credit on the salary schedule may be granted at the Board's discretion subject to the conditions outlined in Section C. of this Article.

2. A child care leave of absence, **including child bonding as define by law**, without pay to care for children, not to exceed three (3) months duration, shall be granted to bargaining unit members under the following terms:
 - a. A written request for leave must be submitted as much in advance of the beginning of such leave as possible; and
 - b. If the period of unpaid absence does not exceed three (3) months, then the bargaining unit member shall be reinstated to the bargaining unit member former position upon return from the leave providing that the person is still being offered by the services of KISD.
 - c. A three (3) month extension of this leave may be granted by the request of the bargaining unit member and the approval of the Kent ISD Board.
3. Days that can be counted toward those provided under FMLA will be deducted from that liability.

C. Return from Leave

1. A bargaining unit member returning from leave under the terms of Paragraph A., of this Article XI, within one (1) year or less from the date when leave began shall be reinstated to the same position. ~~A professional personnel whose leave extends beyond one (1) calendar year but less than three (3) years shall have the same reinstatement rights as provided under Paragraph D.2. below of this Article.~~
2. A bargaining unit member having at least two (2) years of continuous employment in the District who is on leave under the terms of Paragraph C.1. of this Article XI, shall be reinstated at the start of a semester in that bargaining unit member's former position or in a substantially equivalent position providing a vacancy exists at the conclusion of such leave and providing that the bargaining unit member has submitted written notice of intent to return to the Department Supervisor and to the Assistant Superintendent - Human Resources & Legal Services ~~and Training~~ at least ninety (90) calendar days before the start of such semester. If no vacancy exists, the bargaining unit member shall be placed on an extended leave for a maximum of five (5) years or until the first vacancy arises, whichever comes first, for which the bargaining unit member is qualified.
3. A bargaining unit member returning from such leave shall receive credit for purposes of advancement on the salary schedule only for each school year during which the bargaining unit member was actively employed for at least ninety-one (91) school days.
4. A bargaining unit member who does not return at the end of the leave period shall be considered to have voluntarily resigned.

5. Bargaining unit members having less than two (2) years of continuous service may be reinstated, provided there is a position available.

D. Fringe Benefit Continuation

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

- ~~1. For any leave under Paragraph A., monthly premiums shall be paid for the balance of the school year in which the leave began;~~
- ~~2. For any leave under Paragraph C., the Board will pay a pro-rata share of the annual insurance premium cost, based on the percentage of the 187 work days actually worked by the bargaining unit member during that school year.~~
- ~~3. Fringe benefits will continue as specified under FMLA for any leave which meets with the provisions of FMLA. See FMLA 11~~

E. Family Medical Leave Act (FMLA)

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

1. Employees are eligible for FMLA leave if they have been employed by the District for at least 12 months prior to the commencement of the leave and have worked at least 1250 hours during the year preceding the start of the leave (1250 hours is defined as "hours worked" and does not include paid leaves, holidays, school breaks or other paid or unpaid leave). If the leave is foreseeable, the employee will provide the District with a minimum of thirty (30) days prior written notice. When the approximate timing of the need for leave is not foreseeable, an employee must provide notice to the District as soon as practicable. The notice will include the reason for the leave, the beginning date and expected ending date. All FMLA requests will receive a response as to the employee's eligibility within five (5) business days in accordance with applicable FMLA regulations.
2. Eligible employees may take up to a total of 12 weeks of FMLA leave for one or more of the following reasons:
 - a. The birth of a child or placement of a child with the employee for adoption or foster care;
 - b. To care for a spouse, child or parent of the employee who has a serious health condition as defined by the FMLA;
 - c. The employee's own serious health condition that makes the employee unable to work.

- d. To address certain qualifying exigencies permitted under the FMLA when the employee's spouse, child or parent is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation.
 - e. Additionally, for leaves of the type described in (f) below, an employee is eligible for up to 26 workweeks of unpaid leave in a single 12-month period:
 - f. To care for a member of the Armed Forces (including the National Guard or Reserves) who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. Only 12 of the 26 weeks may be for a FMLA-qualifying reason other than to care for a covered service member.
3. Employees who qualify for FMLA due to the birth of a child shall be eligible to use accrued paid leave for six (6) weeks following a vaginal birth or eight (8) weeks following a caesarean birth. The utilization of paid leave may be extended with medical documentation establishing that the employee continues to experience a serious health condition related to the birth beyond the initial 6-8 weeks. Accrued paid leave may be used by staff members to care for a spouse who has given birth for up to two (2) weeks following the birth. Use of additional accrued paid leave by the spouse may also be approved by the District beyond the two weeks with appropriate medical documentation. **Upon return from an approved FMLA leave for the birth of a child (or legal adoption) the district will restore up to 5 paid leave days that were used during the leave. If the employee had no paid leave to use, no such restoration shall be made.**
4. The District may require a complete and sufficient medical certification of the serious health condition from the employee's health care provider or the employee's spouse, child or parent's health care provider. Certification, if required, must include the date on which the condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition, and a statement that the employee is unable to work due to a serious health condition or the employee is needed to care for a spouse, child or parent with a serious health condition.

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

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

5. Upon return to work, the District may require a written notification (Fitness for Duty) from the health care provider certifying that the employee is able to return to work.
6. Eligible spouses who work for the District are limited to a combined total of 12 workweeks of leave in a 12-month period for the following FMLA-qualifying reasons:

- a. the birth of a son or daughter and bonding with the newborn child,
- b. the placement of a son or daughter with the employee for adoption or foster care and bonding with the newly-placed child, and
- c. the care of a parent with a serious health condition.

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

7. Entitlement for child care or bonding leave ends after the child reaches the age of one (1) year or 12 months after the adoption or placement of the child. Employees may not use FMLA leave for bonding leave or new placement of a child intermittently or to work a reduced schedule without the District's prior approval. The mother shall be entitled to up to 30 days of paid leave for a normal birth (up to 40 days for cesarean birth) to the extent she has sick days available in her sick leave bank. The father in such case may use up to 10 paid days from his sick leave bank, to the extent he has sick days available. In the event that medical complications require a longer leave for the illness of a spouse, up to 30 additional sick days, if available, may be used for that spouse's personal illness upon providing the District with medical documentation requiring such additional leave.
8. In the event that an employee will require intermittent or reduced leave under the terms of the FMLA due to planned medical treatment, the District will work with the employee to arrange a mutually agreeable leave schedule according to the provisions of the FMLA. The employee must consult with the District and make a reasonable effort to schedule planned medical treatment so as not to disrupt unduly the District's operations, subject to the approval of the health care provider.
9. Upon the employee's return from leave, he/she will be restored either to the same position of employment previously held or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. Assignment of the employee will be the decision of the Board.

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

A bargaining unit member who does not return to work at the end of the FMLA Leave will be expected to reimburse the School Board for the medical, dental and vision premiums or expenses, whichever is applicable to the bargaining unit member.

Seniority will continue to accrue during the leave.

10. The District, at its sole option, may require the employee to use accrued paid leave concurrent with the Family and Medical Leave Act.

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

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

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

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

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

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

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

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

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

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

Article XVI – Duration of Agreement

A. Duration

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

This contract shall be effective as of ~~August 12, 2024~~ ~~September 1, 2021~~, and shall continue in effect until ~~August 13, 2027~~ ~~August 31, 2024~~. ~~Prohibitive subjects of bargaining shall be addressed pursuant to the attached letter of agreement.~~

B. Extension

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

Appendix B – FOIA (~~remove —strikeout,~~ already determined by law)

(New) Appendix (letter determined based on the above determinations)

Additional Personnel Provisions and Procedures Pertaining Only to Classroom Teachers

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

Teacher / Instructor Placement

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

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

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

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

- a. Staffing the curriculum with the most effective, certified, and qualified teachers to instruct the applicable courses, grades, and school schedule.
- b. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.
- c. Teacher placement decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249.
- d. Teacher placement decisions will be guided by the following criteria:
 - i. Retaining the most effective teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), and department(s).
 - ii. Teachers must be properly certified, approved, or authorized for all aspects of their assignments. The teacher's certification, authorization, or approval status will be:
 - A) Determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations; and
 - B) Based on documentation on file with the Superintendent's office.

A teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the

Superintendent's office in compliance with Revised School Code Section 1532.

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

- iii. In addition, teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:
 - A) Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
 - B) Credentials needed for District, school, or program accreditation;
 - C) District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
 - D) Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
 - E) Disciplinary record, if any
 - F) Length of service in a grade level(s) or subject area(s);
 - G) Recency of relevant and comparable teaching assignments;
 - H) Previous effectiveness ratings;
 - I) Attendance and punctuality;
 - J) Rapport with colleagues, parents, and students;
 - K) Ability to withstand the strain of teaching;
 - L) Compliance with state and federal law; and
 - M) Other relevant factors as determined by the Superintendent or designee.
- e. Length of service may be considered as a tiebreaker if a teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.

Each year, not later than March 1st, a bargaining unit teacher may express in writing a preference for and/or request consideration for a teacher position for

which the bargaining unit member is certified and qualified. Such requests submitted to the MySchool@Kent, respectively may be considered by the administration, but do not guarantee any request will be honored. All placement decisions must be made in compliance with the ISD's clear and transparent placement procedures.

Vacant Positions

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

Teacher / Instructor Reduction in Force and Recall

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

When making program and staffing decisions resulting in the elimination of a teaching position or the recall of a teacher to a vacant teaching position, the Board will retain the most effective classroom teachers who are certified and qualified to instruct courses within the applicable curriculum, academic levels, and departments. The Board has the exclusive right to determine the size of the teaching staff based on curricular, fiscal, and other operating conditions. To the extent that the determinations involve Revised School Code Section 1248 requirements, the clear and transparent procedures of this Policy shall guide the implementation of that statute.

General Provisions:

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

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

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

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

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

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

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

Teacher reductions and recalls are by formal Board action.

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

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

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

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

Teacher / Instructor Performance Evaluation

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

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

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

2. a year-end evaluation process that meets statutory standards;
3. an evaluation tool that incorporates components required by law, including:
 - a. locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249;
 - b. the teacher's performance; and
 - c. objective criteria.
4. an individualized development plan (IDP) with performance goals developed by the evaluator in consultation with the teacher and recommended training designed to improve the teacher's effectiveness for:
 - a. all probationary teachers;
 - b. teachers rated minimally effective or ineffective during the 2023-24 school year school year;
 - c. teachers rated needing support or developing; or
 - d. at the evaluator's discretion when performance deficiencies are noted.
4. classroom observations of at least 15 minutes each which include, at a minimum, a review of the teacher's lesson plan, the state curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items;
5. a mid-year progress report, if required by law, which aligns with the teacher's individualized development plan, includes specific performance goals developed by the evaluator, and any recommended training identified by the evaluator;
6. a year-end performance evaluation effectiveness rating, of effective, developing, or needing support;
7. tenured teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations may be evaluated triennially, but if the teacher is not rated as effective on one of the triennial year-end evaluations, the teacher must receive year-end evaluations;
8. a mentor for teachers rated developing or needing support or for teachers in the first year of probation;

9. opportunity for a tenured teacher rated needing support on a year-end evaluation to request a review consistent with Revised School Code Section 1249;
10. a tool approved by MDE, a modified MDE tool, or a local evaluation tool if adopted in compliance with Revised School Code Section 1249 and corresponding regulations;
11. website posting of required information for the evaluation tool;
12. training on the evaluation tool for teachers and evaluators as required by law; and
13. other components that the Superintendent or designee deems relevant, important, or in the District's best interests.

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

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

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

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

