

KENT INTERMEDIATE SCHOOL DISTRICT

-and-

KENT INTERMEDIATE EDUCATION ASSOCIATION (KIEA)

EMPLOYER PACKAGE PROPOSAL #4

5-9-24

TA
Dan Rogers
5-9-24
Wendy
5-9-24

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

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 non-certified 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. 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. Center-Based Occupational Therapist
- q. Center-Based Social Worker

- r. Center-Based Speech Pathologist
- s. Center-Based Psychologist
- t. Center-Based Physical Therapist
- ~~u. CTE Curriculum Coordinator~~
- v. Certified Orientation and Mobility Specialist
- ~~w. Center Based Related Services Professionals~~
- x. Early On Service Providers

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

- 2. The term "Bargaining Unit Member" when used hereinafter in this Agreement shall refer solely to those bargaining unit members represented by the Association in the bargaining unit defined in A.1. above, **regardless of membership status**. Bargaining unit members not covered by the Teacher Tenure Act, shall be referred to as "Professional Ancillary Staff" where appropriate. **Teacher or Instructor shall refer to bargaining unit members subject to sections 1248 and 1249 of the Michigan Revised School Code.**
- 3. The term "Board" shall include its officers and agents, including the superintendent and his designees.

Article III – Board Rights and Responsibilities

B

- 3. The district email system will be used to inform Kent ISD staff of changes to Board policies. Staff will be directed to ~~the intranet site~~ www.kentisd.org for new and updated policies under the School Board page.

Article IV – Association Privileges

C

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

G ADD #8

It is understood that, subject to ORS requirements, service credit for union release time may be subject to the Association or unit member 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 the bottom 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 that member's position.

M. Matters Not Subject to Grievance Shall Include:

1. **Discipline, termination of services or failure to re-employ any probationary unit employee.**
2. **Evaluation of probationary unit member**
3. **Any matters for which the Michigan Teacher Tenure Act, as revised, provides an avenue for dispute, challenge or appeal.**
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, unless mutually agreed to by the parties.**

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.~~ A bargaining unit member will be notified via email if a person other than the supervising administrator or Human Resources team member requests access to their personnel file and whether that access was granted.

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. Each Professional Ancillary Staff member 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 Professional Ancillary Staff member needs help, so that appropriate assistance may be provided or arranged for. The evaluation of the performance of each Professional Ancillary Staff member shall be the responsibility of the immediate supervisor or other designated Administrator(s).
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 Professional Ancillary Staff member ~~at a mutually acceptable time.~~ **Conducting observations does not require consent unless the observation involves recording or technology as described above.**
3. Each Professional Ancillary Staff member shall be given a copy of the evaluation tool prior to any formal evaluation or observation. Professional Ancillary Staff members shall also receive a copy of the written evaluation at the time of the personal conference following the evaluation. In the event a Professional Ancillary Staff member disagrees with any evaluation, the Professional Ancillary Staff member may put his/her objections in writing and shall have them attached to the evaluation report for the personnel file.
4. If a Professional Ancillary Staff member, 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 Professional Ancillary Staff member shall consider sufficient improvement/correction was made.

5. The performance of probationary Professional Ancillary Staff members shall be observed no less than ~~three~~ **two** times each year with a written evaluation **at least once each school year semester** of the probationary period.
6. A Professional Ancillary Staff member 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 bargaining unit member may submit any written statement in regard to such materials.
7. The content of any evaluation is not subject to arbitration.
8. The evaluation process for all other bargaining unit members shall be delineated in Board policy and corresponding administrative guidelines.
9. ~~Bargaining unit members will receive an off schedule merit pay of \$250.00 for an evaluation greater than ineffective to be paid on or before the last pay date in June, of that school year.~~

Article VII – Seniority, Layoff and Recall

(seems to be some items in this article that do not pertain to these topics?)

A - 5

5. After completion of the probationary period, the bargaining unit member who is not eligible to be covered by the Tenure Act shall be placed on non-probationary status. ~~In addition, non-tenured bargaining unit members~~ **and** shall not be disciplined or terminated without just cause.

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 Section 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. Work performed during the summer months does not create a binding employment contract for the upcoming school year; rather, such work is an extension of the previous school year. Only those contractual rights identified by the parties shall extend into the summer employment opportunities.
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 (i.e. Skills USA, HOSA, MITES, etc.) are compensated per Appendix**
~~Bargaining unit members who are advisors to student organizations (currently Skills USA, HOSA and MITES) will be compensated at a flat fee of \$400 for the 2012-2013 school year. Additional organizations may be considered. In order to qualify, the staff member will submit to Human Resources the desired organization along with a description of the organization and an outline of the work required. MOU 2023-24 and MOU 1/13/22 (Becomes an Appendix per recent MOU)~~
 - 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 ~~determine~~ **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 eighty percent (80%) of BA Step 3. Meetings shall not exceed sixty (60) minutes in duration. This rate will be adjusted yearly to reflect the increase placed on the salary s/schedule.
 - e. Off-contract work on curriculum development and other related work shall be paid at the rate of ~~\$27.00~~ **\$32.00** per hour and shall be voluntary.

f. Any center program unit extra duty stipends that originated from GRPS shall be discontinued at the time that the individual currently receiving the stipend no longer performs that extra duty role, changes positions, or is no longer employed with Kent ISD. Center programs extra duty stipends shall not be continued following that form of attrition. Consideration of any potential future extra duty will be subject to the Kent ISD process.

3. It is understood that in selecting the particular bargaining unit members who are to be offered **temporary** ~~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

Whenever it becomes necessary to reduce the number of professional ancillary 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:

Reduction in the Professional Ancillary Staff of the Kent Intermediate School District shall be based upon the principles of, seniority, certification and/or approval*, and qualifications, where applicable, and shall be carried out within each department and/or section of the District.

The reduction and recall procedures for all other bargaining unit members will be delineated in Board Policy and corresponding Administrative Guidelines.

E. Seniority

1. Seniority shall be computed from the most recent date of hire in a professional position minus any time spent on layoff or unpaid leave (except that time spent on sabbatical, military leave, career exploration or child care leave shall count toward years of service and shall not be deducted). Absence due to illness shall not constitute an unpaid leave within the meaning of this provision unless the bargaining unit member is formally placed on leave of absence.
2. Seniority will not accrue for those individuals who assume administrative positions. For the duration of their administrative position, their seniority will be "tolled". An individual may return from an administrative position if a vacancy

exists. If an individual returns from an administrative position, their seniority will continue to accrue from the point at which their seniority was tolled.

3. **As of the 2024-25 school year, for new hires within the bargaining unit having the same date of hire / Board approval, the sum of the individual's last four digits of the Social Security Number will be applied - with the greatest sum being most favorable for initial seniority.**

~~*See Appendix F~~

4. Part-time employment of ~~seventeen and one half (17.5) hours per week or more~~ **0.5 FTE or more** shall be counted as continuous service and shall not be prorated. For purposes of continuous service part-time employment of less than ~~seventeen and one half (17.5) hours per week~~ **0.5 FTE** shall not be counted.
5. 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.
6. Seniority shall be lost for all purposes where:
 - a. employment is terminated for any reason;
 - b. a bargaining unit member does not return to employment after an approved leave of absence;
 - c. a bargaining unit member has been on layoff for more than three (3) years;
or
 - d. a bargaining unit member's certificate/approval lapses.
7. 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.
8. Reduction Process for Professional Ancillary Staff

In the event it becomes necessary for the Board to reduce the Professional Ancillary Staff, the following procedures shall be followed:

 - a. The Board shall prepare a seniority list by either department or section showing professional personnel who are currently working or are qualified to be working in that program/department/section.
 - b. The seniority list above shall be made available to the Association by January 31st of the fiscal year.

c. Each professional bargaining unit member shall have five (5) work days to request any appropriate correction in the seniority list should the bargaining unit member 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) workdays, this shall constitute a waiver of a bargaining unit member's right to a change or correction unless allowed by administration for extenuating circumstances.

d. In the event it becomes necessary to reduce Professional Ancillary 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-7.a. above.

~~In the event that more than one Professional Ancillary 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.~~

e. Persons holding positions in other sections/departments who are on layoff status shall have the option to bump the least senior Professional Ancillary Staff member 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.

1) In the event of staff reductions where one staff member intends to bump into another position for which he or she is certified and qualified, such intent must be declared no later than June 1. The process must be completed by July 1 in order to provide ample notice of displacement to the affected staff member(s).

To be placed in a position, a Professional Ancillary Staff member is qualified if he/she has State of Michigan approved certifications/qualifications to perform the specific assignment for which he/she is requesting, and has recent and relevant work experience.

1. "Certified" for purposes of bumping rights shall be indicated by State Certification or LARA licensure.

2. "Qualified" for purposes of bumping rights shall be defined as follows:

a. Staff member must hold the certifications/licenses needed to teach the curriculum. A point of reference for the curriculum shall include TRAC duties and tasks.

b. Staff member must work within the same career pathway as the staff member he or she is bumping.

3. The certifications and licenses for each position are contained in the job descriptions. Job descriptions are subject to **periodic revision to be reflected in the posting of vacancies. The administration will make a good faith effort to keep the Association president apprised of substantive changes to such job descriptions.** ~~each year and will be posted on the district website by March 31st. The certifications and licenses noted in the job description are binding.~~

~~4. New outside hires into the Kent Transition Center (KTC) will be required to hold a Special Education Certificate/Endorsement effective the 2009-2010 school year. Current KTC staff members are grandfathered into his/her current position. Kent Career and Technical Center (KCTC) staff members may bump into KTC without the Special Education Certificate through the 2011-2012 school, but must attain such certification within eight (8) years. Beginning the 2012-2013 school year, any KCTC staff wishing to bump into KTC must possess the Special Education Certificate.~~

9. Recall of Professional Ancillary Staff Members

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

- a. Professional Ancillary Staff 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 Ancillary Staff 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 Ancillary Staff having less than two (2) years of continuous service may be reinstated, upon request, at the sole discretion of the Superintendent.
- d. Professional Ancillary Staff on layoff must accept any full-time Professional position offered for which they are qualified and certified/approved within **four (4)** ~~ten (10)~~ calendar days after such offer has been made **via email and phone** ~~mailed by certified mail~~ to the last known **contact information address**.
- e. Professional Ancillary Staff who fail to accept an offered full-time Professional position within **four (4)** ~~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.

10. Conflict

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

Article VIII – General Working Conditions for Bargaining Unit Member

A. Work Day

1. A bargaining unit member's working day, **inclusive of a 30 min lunch period**, shall be the same hours as the normal (7.5) work hours at the buildings in which the bargaining unit member performs services. When a bargaining unit member 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 **full-time** bargaining unit members shall have a duty-free lunch period within the normal workday.
2. Bargaining Unit members working in the Center-Based Programs shall receive a minimum of 225 minutes of duty free planning time per week. **Duty-free planning time must occur at the designated school work place, unless a periodic exception may be pre-approved by the supervisor that supports the needs of the program.**
3. When a bargaining unit member is scheduled to work at a different location, the hours of work shall be determined with the prior approval of the bargaining unit member's supervisor.
4. On any day when a bargaining unit member 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-KENT ISD meetings (trips) must be approved by the Department Supervisor and the **Assistant Superintendent of Human Resources.**
6. Staff members who teach an additional section of his/her course (or other course that he or she is certified and qualified to teach) shall be compensated at one third

(1/3) of his or her salary for the additional work to be spread out and paid in the bi-weekly payroll. Teaching of the additional section is voluntary.

7. Staff members in the Center-Based Programs who teach an additional section of their course (or other course for which they are certified and qualified to teach) shall be compensated at one sixth (1/6) of his or her salary for the additional work to be spread out and paid in the bi-weekly payroll.
8. In the event that State mandated caseloads as prescribed in statute or State approved Kent Intermediate Special Education Services Plan are exceeded for Itinerant Staff members, the parties agree to meet and develop a mutually agreed to resolution to address the overage.
9. **Direct supervisors for TCVI, O&M, and PT will meet with their staff at least once per semester to review caseloads for the purpose of balancing workloads to the degree feasible. Following input from the team, the decisions of the supervisors shall be final and not subject to grievance.**

C. Flex Scheduling for Support Services Staff

1. A flexible work schedule ~~may will~~ be **requested** allowed for work performed outside of the normal contractual day by the professional staff. Time outside the school day does not include **Additional Time as defined in Section D of this Article.** ~~staff meetings and two open house events a year for KCTC and KTC or staff meetings, two evenings of parent teacher conferences and one open house for the Center-Based Programs.~~ It is the intent to allow for a flexible work schedule for the staff for activities that might take place prior to or immediately following the normal work year and/or throughout the summer. **Under no circumstances shall qualifying support services staff exceed 2 work days of flex time in any school year, with the exception of up to 10 work days for a school counselor. Additional requests for flex time exceeding these amounts may be considered at the sole discretion of Human Resources administration.**
2. Flex-time days worked from the last day after school ends through the Friday before Labor Day will be considered part of the **contractual school year calendar** ~~school year 184 day total contract~~ on an hour by hour basis for the ensuing school year. Flex time activity and hours must be approved by administration prior to a staff member earning and taking the flex time. In lieu of pay for flex-time, the staff will be granted the earned flex time off during the regular school year on an hour for hour basis, during non-classroom instruction time with students.
3. The school year calendar will remain the basis for the staff member. Contractual language will govern the use of time during the school year. The scheduling of

hours for flex time worked will be submitted by the staff member and **shall be pending** approved by the supervisor in consideration of the entire staff and needs of the school.

Staff members may not request or use sick days, personal days, emergency absence, or bereavement days in conjunction with flex time.

D. Additional Time

Each bargaining unit member recognizes that additional work time during the day or in the evening may be necessary from time to time to improve or to further the efficiency of the educational program within the bargaining unit member's specialization.

For staff working at KCTC, bargaining unit members are required to attend staff meetings, student orientation and two other open house events each year. The student orientation will be five consecutive hours or less the day before staff report for the new school year of PD. For the 2024-2025 school year, this will be August 13. The open house events are evening events of not more than 2 hours and scheduled by the first staff-report day of each school year.

For staff working for Center-Based Programs, bargaining unit members are required to attend staff meetings, participate in one open-house and 2 evenings of parent teacher conferences each school year. The open house will not be more than 2 hours in length and scheduled by the first staff-report day of each school year. The parent-teacher conferences will be scheduled by the first staff-report day of each school year and together will not be more than five hours in length.

E. Schedules for Physical Therapists and Teacher Consultant for the Visually Impaired

Professional Ancillary staff supporting local districts or providing services to families Each Physical Therapist (PT) and Teacher Consultant for the Visually Impaired (VI-TC) will maintain a weekly schedule which will be accessible to the appropriate Special Education administrator, or designee secretary. ~~The PT or VI-TC~~ **The Professional Ancillary staff** will notify the Secretary of significant deviation, e.g. building changes, when changes cannot be made directly to the schedule.

F. Building Closing

1. In the event weather or other conditions necessitates the closing of an ISD building or program, bargaining unit members of that building or program will be informed via text, auto call, radio, and television stations. **Bargaining unit members are encouraged to sign up for the automated notifications.**

2. **When Kent ISD remains open / in-session, bargaining unit members shall follow their normal work schedule except for the specific exceptions detailed below:**
 - **Bargaining unit members (including but not limited to CTE instructors supporting offsite CTE programs, Early On, Itinerants, etc.) assigned to, or are scheduled to provide services to one or more local school districts that are closed on that day shall report to, or provide services only to the assigned districts that are in-session that day. This includes Early On staff providing services to families within assigned school districts that remain open. If none of the local districts they were assigned to that day are in-session, the unit member is not required to work that day.**
 - **Center Program closures may become necessary when the ISD remains open, subject to local district closures where each Center Program is located, and/or the total number of local school district closures. In such cases, bargaining unit members at Center Programs that are closed are not required to report to work.**

3. **When Kent ISD is closed, bargaining unit members will not report to work except for the specific exceptions detailed below:**
 - **Bargaining unit members (including but not limited to CTE instructors supporting local CTE programs, Early On, Itinerants, etc.) assigned to, or were scheduled to provide services to one or more local school districts that are remaining in-session on that day shall report to, or provide services to the districts that are open that day.**

4. **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 ensure 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.**

1. ~~In the event weather or other conditions necessitates the closing of an ISD building or program, bargaining unit members of that building or program will be informed via text, auto call, radio, and television stations.~~
2. ~~To verify an announcement or to check for building closings, a bargaining unit member may call 365-2234 to secure the status of Kent ISD operations.~~
3. ~~Any bargaining unit members scheduled to work in a local district that is not in session may be asked to 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. If staff have no alternate work location, the staff member will not be expected to work remotely if his/her program/building is closed. Planned remote instruction periods do not constitute a closure of the program.~~
4. ~~In the event of inclement weather and other conditions, Center Based Program closures will be considered if the district where the building(s) are located close and by the total number of districts in the county that close. Staff will be notified by text, auto call, radio, and television stations that their program is closed.~~
5. ~~In the event of inclement weather and other conditions, Itinerant and Early On staff cannot service children/families that reside in a district that is closed due to weather conditions. Staff should service children/families in the districts that are open. Staff are expected to report to work remotely if there are gaps in scheduled service times or if partial services areas are closed, unless agreed upon by their Supervisor. If all assigned districts are closed, staff members will not be expected to work.~~

L. 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 all staff, **and be** 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 Professional Ancillary Staff member shall be notified as soon as practical.
2. Professional Ancillary Staff members in "good standing" who apply for any position posted by the Board will be given priority consideration in hiring if properly certified and otherwise qualified for the position.

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.

Article IX – Professional Compensation and Benefits

C. Salary Schedules

1. A bargaining unit member's salary shall be determined by his placement on the attached salary schedule.

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

2024-25: One (1) Step and 4.5% increase on schedule

2025-26: One (1) Step and 3.5% increase on schedule

2026-27: One (1) Step and 3% increase on schedule

~~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~~

~~one (1) step and 2.0% salary increase on schedule for the 2023-24 school year.~~

(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. 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 bargaining unit member'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 bargaining unit member and sent to the Human Resources Department by the college or university to document the advanced credit. Transcripts will be paid for by the bargaining unit members. 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 ~~C.6~~ **C.10** 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 KENT ISD 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.

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, **or holding an active ancillary license that required an MA graduate degree program of at least 57 graduate credits.**

MA + MA shall be accepted as an alternative to MA +30.

5. Any bargaining unit member that has a Master's degree and qualifies for the M.A. salary schedule may receive SCECH or DPPD credit for salary schedule advancement if all of the following conditions are met.
 - a. approval of the Assistant Superintendent for HR/Legal Services is received prior to registration;
 - b. all workshop, class or conferences that will be used for SCECH credit will be taken after 9/90;
 - c. the workshop, class, or conferences for which SCECH credit is issued must be in an area directly related to the bargaining unit member's current work responsibilities with the Board;
 - d. a SCECH "certificate of completion" will be provided the Personnel Office indicating the date, topic of workshop/class, and number of CEU/SCECH credits;
 - e. the bargaining unit member's participation in the workshop/class for SCECH credit will be during non-contract work hours;
 - f. a staff member cannot receive both college credit and SCECH credit for the same activity;
 - g. SCECH may only be used for MA +15, MA +30 and MA +MA salary advancement.
6. For salary advancement twenty five (25) SCECHs will be equivalent to one (1) semester hour of graduate credit. The SCECH formula follows:
 - College credit: 1 semester credit = 25 professional learning hours

- SCECH hours: 1 SCECH hour = 1 professional learning hour
- DPPD hours: 1 DPPD hour = 1 professional learning hour

7. Bargaining unit members achieving a doctoral degree will receive a \$1,000.00 doctoral bonus, to be paid annually.
8. For subsequent school years following the first school year spent at after reaching step 20 of any column on the salary schedule, the following payments will take place off schedule, and be paid in June: ~~;\$1,200.00 for one (1) through ten (10) years and a \$2,500.00 for eleven (11) through 20 years.~~
 - 1st such year after Step 20 - \$1200
 - 2nd such year after Step 20 - \$1300
 - 3rd such year after Step 20 - \$1400
 - Increasing each such year by \$100 as shown above, not to exceed a maximum of \$3,000.
9. 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 prorated.
10. Annual Career Authorization for Career and Technical Education Instructors

Application for Annual Career 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 Career Authorization will be placed on the BA schedule. No Career and Technical Education Instructor will be placed on a salary schedule beyond the BA until s/he 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.

Note: In the case that a new CTE instructor on an ACA is placed competitively on the BA scale based on industry experience, the parties agree that the BA step increment at the time of hire does not by default carry over to the instructor's placement at a higher degree lane once a CTE endorsement is achieved. Doing so may disadvantage those instructors who are hired with a CTE credential. In such circumstances, the administration may apply discretion in placing the instructor at the corresponding lane step increment that is aligned to the instructor's credential, salary and experience.

Example: A CTE instructor requiring an ACA is placed at Step 10 of the BA scale at hire. Upon earning the required CTE certification / endorsement the instructor may be placed in the appropriate degree lane at a Step that is most closely aligned with (without being less than) the most recent BA salary, regardless of the BA Step increment.

- 11. For the 2024-25 school year, center program bargaining unit members who are regularly and consistently assigned to a classroom that is designated by administration as an ASD or EI classroom shall receive additional compensation in the amount \$750 in December and \$750 in June (if completing the full school year.) The additional compensation is based on actual classroom designation (not on any one student or students in a classroom.) The administration reserves the right to continue, modify or discontinue this additional compensation following the 2024-25 school year and such decision will not be subject to grievance or arbitration.**

D. Salaries for New Bargaining Unit Members

- 1. A bargaining unit member 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. Bargaining unit members 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.**

E. Reinstatement on Salary Schedules

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

F. Medical Insurance (Replace existing language with language below)

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

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

Eligible employees may elect to enroll in one of the following plans:

Plan A – MESSA ABC Plan 1 \$1600/\$3200 0% Co-Insurance

Plan B – MESSA Balance+ \$1600/\$3200 20% Co-Insurance

Plan C – MESSA Choices \$1000/\$2000 10% Co-Insurance

Plan D – MESSA Essentials \$375/\$750 20% 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 as 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.

In spring of 2025, in preparation for the 2026 medical benefit plan year (1/1/2026 – 12/31/2026) the parties agree to collaborate to identify and compare at least three different medical insurance carriers with various plan options to be presented and considered via a side-by-side analysis prior to the end of the 2025-26 school year. This with the intention of allowing the unit members to make informed decisions for open enrollment 2026.

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.

G. 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

H. Vision Insurance

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

I. Life Insurance

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

J. Long-Term Disability

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

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

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.**

K. 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 a bargaining unit member.
 - a. Employees shall have the opportunity to invest pre-tax dollars into the 457(B) and 403(B) retirement plans up to the legal limit set by the IRS.
 - b. The Association shall have the right to designate MEA Financial Services as one of the financial service providers.
- 2. ~~The Board may limit the number of such deductions to no more than eight (8) (excluding deductions required by law).~~

L. Severance Pay

- 1. Kent Intermediate School District will pay the following rate based on the accumulation of sick leave days:
 - a. \$35 for having accumulated up to ~~50~~ 75 days
 - b. ~~\$45 for having accumulated 51 to 100 days~~
 - c. \$50 or having accumulated ~~76 to 101~~ to 200 days
- 2. Kent Intermediate School District will pay for a maximum of two hundred (200) 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 a **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.

I. Reimbursement for Costs of Continuing Education

1. Bargaining unit members shall have the right to submit a written request for reimbursement toward the cost of continuing education. The Board shall have the right to use its sole discretion in approving or rejecting any such request.
2. Reimbursement for the cost of tuition (to the amounts defined below) will be paid by the Board upon documentation of successful completion (grade of 2.5 or better) of approved course work. Prior approval of the appropriate Principal and the Assistant Superintendent for HR/Legal Services is required before registration if the staff member intends to request reimbursement. Such course work will be in an area directly related to the bargaining unit member's employment or in a degree program related to the education profession offered through a regionally accredited college or university unless prior approval is received from the Assistant Superintendent for HR/Legal Services for attendance at an alternative college.
3. Subject to language and available funds each member may be reimbursed 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.
 - a. 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.

- b. 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.
- c. The tuition reimbursement pool applies only to existing bargaining unit members and will not be used for classes taken solely at the request of Administration. Classes requested by Administration will be paid from different funds. The pool allocation for tuition reimbursement shall be ~~\$60,000~~ **\$70,000**. The tuition reimbursement pool and disbursement language will be maintained at the above stated amount; however, half of the total pool will be available first semester and half will be offered second semester.
- d. An additional \$5,000.00 (\$2,500.00 each semester) shall be available exclusively for those staff members who are working under a temporary vocational authorization and are required by the district to complete six (6) credits annually. Such staff members shall be eligible for reimbursement from the general tuition pool subject to the disbursement language in section 3(a) – 3(b).

~~NOTE: SCECH or DPPD (1 SCECH or DPPD = 1 contact hour) will be converted to semester hour equivalents in order to calculate the tuition reimbursement amounts owed in each circumstance.~~

J. Conference Leave and Expense

- 1. Bargaining unit members 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 bargaining unit member is compulsory in the opinion of the Superintendent or Assistant Superintendent. Reimbursement for travel expenses to such conference shall be allowed as follows:
 - a. The rate of reimbursement for automobile travel shall be based upon the actual mileage (not to exceed 2,000 actual miles) times the current IRS mileage, provided their own transportation is used and only one person per vehicle is eligible for reimbursement.
 - b. Staff members using commercial travel for conference attendance should have the ticket purchase preapproved by his/her supervisor.

2. American Physical Therapy Association Membership

The Board may pay, for Physical Therapists only, the annual membership dues in the national organization, namely, the American Physical Therapy Association (APTA).

Licensed Ancillary Credential Memberships

The Board may reimburse a licensed professional ancillary bargaining unit member for a professional membership fee only where the membership is required for achieving and renewing Michigan licensure.

K. Wellness Incentive

- a. — 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 a 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.

Article X – Leave Provisions

B. Sick Leave Bank Donation Protocol

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

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

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

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

- b. Sick days requested are to be used for long term, extended serious medical conditions which must require a doctor's verification statement (see FMLA guidelines).
- c. A bargaining unit member requesting **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. **Bargaining unit members with more than 200 accrued days may donate up to three 3 sick days.**
- 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 Donation Protocol ~~Bank~~

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.

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 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, **and be entered by the employee in the designated time and attendance program.** For bargaining unit members 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, **or eight (8) one hour periods.**
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 bargaining unit member's planning period.

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 five (5) individuals in a building who require substitutes 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 five (5) individuals per building 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 KIEA 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. Should applicants request a personal day after the drawing dates for which they are applying they will need to apply five days prior to the date requested. Any remaining slots will be filled on a first come, first serve basis.~~
3. Personal days may not be taken the first two (2) weeks of the school year except in extenuating circumstances. Personal days may not be used immediately after a holiday or vacation period, **and may not be used immediately before a holiday**

or vacation period, nor on Professional Development days, unless approved in writing in-advance by the supervisor, in consultation with Human Resources. Personal days will be allowed at the discretion of the supervisor at all other times of the year.

4. ~~Two (2)~~ **Three (3)** Personal Days may be used together if approved **in advance** 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 **full-day**,
 - b. Day for day transfer into the bargaining unit member's accumulated paid sick leave (default.)

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 within nine months of the loss.

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

Article XI – Unpaid Leaves of Absence

A. Medical Leave

1. Any professional personnel who is unable to perform their duties because of a personal illness or disability (including for this purpose maternity) which extends beyond the period for which sick leave pay is received under Paragraph A., Article X, above ~~shall~~ **may** be granted a medical leave of absence without pay for the duration of such illness or disability, up to a total of one (1) calendar year provided that this period may be extended at the sole discretion of the Board ~~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.

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.~~ **Moved into FMLA**

E. Family Medical Leave Act (FMLA) (replace existing language with language below)

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

1. Employees are eligible for FMLA leave if they have been employed by the District for at least 12 months prior to the commencement of the leave and have worked at least 1250 hours during the year preceding the start of the leave (1250 hours is defined as "hours worked" and does not include paid leaves, holidays, school breaks or other paid or unpaid leave). If the leave is foreseeable, the employee will provide the District with a minimum of thirty (30) days prior written notice. When the approximate timing of the need for leave is not foreseeable, an employee must provide notice to the District as soon as practicable. The notice will include the reason for the leave, the beginning date and expected ending date. All FMLA requests will receive a response as to the employee's eligibility within five (5) business days in accordance with applicable FMLA regulations.

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

Generally, the employee must provide the requested certification to the District within 15 calendar days after the District's request. If an employee fails to return the certification in a timely manner, the

District may delay or deny FMLA protections for the leave following the expiration of the 15-calendar day period until a complete and sufficient certification is provided.

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

5. Upon return to work, the District may require a written notification (Fitness for Duty) from the health care provider certifying that the employee is able to return to work.
6. Eligible spouses who work for the District are limited to a combined total of 12 workweeks of leave in a 12-month period for the following FMLA-qualifying reasons:
 - a. the birth of a son or daughter and bonding with the newborn child,
 - b. the placement of a son or daughter with the employee for adoption or foster care and bonding with the newly-placed child, and
 - c. the care of a parent with a serious health condition

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

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

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

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

Seniority will continue to accrue during the leave.

10. The District, at its sole option, may require the employee to use accrued paid leave concurrent with the Family and Medical Leave Act.
11. Fringe benefits will continue as specified under FMLA for any leave which meets with the provisions of FMLA.

Article 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~~)
Appendix E – ~~remove – intended for GSRP~~

(New) Appendix B (replacing FOIA)

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 definition and the associated provisions within this Appendix 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. Should Michigan Revised School Sections 1248 or 1249 be amended, the parties agree to meet and bargain over the impact of the amendments, if evaluation, placement, and layoff/recall decisions remain a mandatory subject of bargaining.

Teacher 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 teacher may express in writing a preference for and/or request for consideration for a teacher position for which the bargaining unit member is certified and qualified. Such requests submitted to the KCTC Principal or the Director of Center Programs and may be considered by the administration, but does 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 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 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 Center Program teachers and KCTC 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.

(New) Appendix C (re-letter remaining Appendices accordingly)

Personnel Provisions Pertaining Only to Certificated Non-Classroom Teachers

For the purposes of this collective bargaining agreement, subjects contained in this Appendix "C" shall apply only to certificated persons within the bargaining unit who are not currently assigned to deliver instruction directly to pupils as teacher of record.

Placement

This language is intended only as a summary of Board policy 4402, the portions referring specifically to certificated non-teaching professionals. 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)

Certificated Non-Teaching Professionals

If no applicable collective bargaining agreement or individual employment contract exists or if an existing collective bargaining agreement or individual employment contract agreement does not address the assignment or transfer of Certificated Non-Teaching Professionals, the Superintendent or designee is authorized to assign and transfer Certificated Non-Teaching Professionals at the Superintendent's or designee's discretion.

Reduction in Force and Recall

This language is intended only as a summary of Board policy 4405, the portions referring specifically to certificated non-teaching professionals. 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)

Reduction in Force and Recall of Certificated Non-Teaching Professionals

If no collective bargaining agreement exists, or if an existing agreement does not address reduction in force or recall of Certificated Non-Teaching Professionals, the

Superintendent will recommend a reduction in force or recall among Non-Teaching Professionals using the same standards and procedures as set forth in this Policy for teachers.

Performance Evaluation

This language is intended only as a summary of Board policy 4403, the portions referring specifically to certificated non-teaching professionals. 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. (See Board Policy 4403 for additional details)

Certificated Non-Teaching Professionals Subject to the Teachers' Tenure Act

The performance evaluation system for a Non-Teaching Professional with a teaching certificate who is subject to the Teachers' Tenure Act must include multiple observations. An IDP will be developed during the employee's probationary period. Except during the probationary period, which must include annual evaluations, the Superintendent or designee will evaluate the employee's performance at intervals determined by the Superintendent or designee. The Superintendent or designee has discretion to select and use an evaluation tool that serves the District's best interests.

The Superintendent or designee also has discretion to implement an IDP if performance deficiencies are noted, regardless of the employee's effectiveness rating.

Grievance Procedure. An alleged violation of this Appendix is not subject to grievance or arbitration.