

KENT INTERMEDIATE SCHOOL DISTRICT

-and-

**KISSA – INSTRUCTIONAL SUPPORT SPECIALISTS,
EMPLOYMENT TRAINING SPECIALISTS,
~~NON-CERTIFIED TEACHERS~~, LICENSED PRACTICAL NURSES, CERTIFIED
OCCUPATIONAL THERAPIST ASSISTANTS AND PHYSICAL THERAPY
ASSISTANTS
(KISSA)**

EMPLOYER PACKAGE PROPOSAL

5-29-24

*TA
5-29-24
Andrew Rogers*

*TA
5/29/24
Victoria Baker*

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 2 – Recognition

A. RECOGNITION

The District recognizes the Association as the sole and exclusive bargaining representative for all of the KISSA employees (hereinafter called “employee”) excluding all temporary employees, management support staff, substitutes, paraprofessionals, students and all other positions in the Kent Intermediate School District. The District agrees to meet with the Association to negotiate the effects resulting from the transfer of job functions or positions. The specific positions represented by the Association are listed below:

1. Instructional Support Specialists
2. ~~Non-Certified Teachers~~
3. LPNs
4. Certified Occupational Therapy Assistants
5. Physical Therapy Assistants

Any new position created during the life of this Agreement will be added to the unit providing it is similar to any position heretofore recognized.

Article 3 – Employee Rights and Responsibilities

~~C. District Agenda~~

~~The Association shall be recognized as part of the Agenda for all regular District meetings.~~

F. Negotiation Committee

The District recognizes a negotiating committee not to exceed six (6) employees. The Association shall furnish the District a written list of the members of its negotiating committee. The District shall furnish the Association a written list of the members of its negotiating committee. The negotiating committees for the District and the Association shall represent the respective bodies in meetings for the purpose of collective bargaining. The members of the negotiating committee who are engaged in negotiations with the District during the work day shall be entitled to release time without loss of salary provided, however that negotiations may, at the discretion of the District, be conducted on off duty hours in an amount not to exceed one-half of the total negotiation time.

It is understood that, subject to ORS requirements, service credit for union release time may be subject to the Association or employee reimbursing Kent ISD for the employer's ORS costs for that amount of release time each school year. See also Article VII Section B, and Article VIII Section 9.

I. PROBATION AND Employment Security

For each new employee, the first ~~80~~ **120** paid work days of employment is a probationary period. During this period, the employee may be discharged by the District for any reason at any time.

The Superintendent or designee may discipline any employee for failure to properly perform the duties of his/her assignment or position and/or misconduct. ~~constituting just cause leading up to and including discharge.~~ **The range of disciplinary action shall be up to and including termination of employment. A non-probationary employee shall not be disciplined for reasons that are arbitrary or capricious.**

~~No non-probationary bargaining unit or Association member shall be disciplined without just cause.~~ An Association or bargaining unit member shall be entitled to have an Association representative present during a meeting from which the employee or

supervisor reasonably expects disciplinary action may result. The District will provide reasonable opportunity for the employee to secure such representation.

Any Association or bargaining unit member who wishes to take exception to a written disciplinary action may respond in writing by presenting a copy to either his/her supervisor or Human Resources within five (5) working days. The response shall be permanently attached to the written discipline and placed in the employee's personnel file. An Association or bargaining unit member who files an exception shall not be precluded from also seeking relief through the grievance procedure or other remedy.

O. Impasse

~~If the negotiations described in Section A. above have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 will be followed.~~

Article 4 – Association Rights

A. Employee Change of Status

When requested and not more than once per month, the District shall provide, in writing, to the Association, an excel file including the name(s) of all employees in the bargaining unit which includes current employment status of each employee and the status of all open positions. **Address in Article 11**

B. Reduction in Force

The Board shall not reduce, eliminate, transfer, or otherwise reorganize any program or service so as to diminish the number of actively employed bargaining unit members without first providing notice to the Association. **Move to Article 14?**

Note sure we need this Article 4? Renumber Articles

Article 6 – Grievance Procedure

Distinctly different than the other Kent ISD CBAs which have uniformity. Propose striking existing language aligning to other standard language for continuity. Such as:

GRIEVANCE PROCEDURE

A. Grievance Defined

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

B. Purpose

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

C. Procedure

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

D. Level 1 (Verbal)

An aggrieved shall, within ten (10) days after the facts giving rise to the grievance have first occurred, or when the alleged grievance first became known, discuss the grievance, either alone or with an Association representative, with their immediate supervisor, specifically identifying the discussion as being a Level 1 grievance matter.

E. Level 2 (Immediate Supervisor)

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

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

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

F. Level 3 (Superintendent)

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

The Superintendent or designee shall, within ten (10) days from the receipt of the grievance, meet with the aggrieved and, if requested by the aggrieved or the Association, an Association representative. The Superintendent or designee shall provide a written response to the aggrieved and the Association within five (5) days from the Level 3 meeting.

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

G. Level 4 (Mediation)

If the grievance is not resolved at Level 3, subject to mutual agreement, 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. Grievances that are not satisfactorily resolved through this process shall be submitted to Level 5, Arbitration, only after mediation has been fully exhausted. Neither party shall be obligated to mediation.

H. Level 5 (Arbitration)

If the grievance is not resolved at Level 4, the Association and the Aggrieved may, within ten (10) days from the final decision or the date such decision was due, whichever is shorter, submit the grievance to a mutually satisfactory arbitrator under and in accordance with the rules of the American Arbitration Association. The dismissal of a probationary bargaining unit member shall not be arbitrable.

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

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

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

K. Fees and Expenses

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

L. Retroactivity

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

M. General Provisions

- 1. It is expressly understood that the grievance procedure shall not apply to any matter for which a statute or regulation provides a procedure for obtaining relief.**
- 2. In the event a grievance is raised after May 1 of any school year, the Board, the Association, and the aggrieved shall use their best efforts to process the grievance before the end of the school year.**
- 3. Any grievance not advanced to the next step by the aggrieved in accordance with this Article shall be deemed resolved on the basis of the last response, or if no response has been given, shall be deemed to have been abandoned.**
- 4. Only one grievance shall be presented to an arbitrator in any one hearing unless the parties mutually agree to combine grievances for the same arbitrator.**
- 5. Awards for back pay shall be limited to one pay period prior to the first filing in writing of the grievance. (Exception: Any error in individual contract compensation shall be limited to the current fiscal year.)**
- 6. The time and date of receipt of all grievance documents shall be placed on the documents and shall be initialed or signed by the person receiving the documents. For timeline purposes, official delivery of grievance documents will be receipted by the Local Association President or Grievant for the Association, and by the Assistant Superintendent for Human Resources & Legal Services or Superintendent for the Board.**

7. **Conferences relating to grievances shall be held during non-working hours or at otherwise mutually agreeable times.**
8. **Settlement of grievances shall be in writing and signed by all parties. Those grievances settled at Level 1, Level 2, or Level 3 shall be without precedent unless also signed by the Superintendent and Association representative.**
9. **In the event more than one person is an aggrieved, only two such persons may be present at conferences or other meetings regarding the grievance unless otherwise agreed. Further, only one such person need acknowledge receipt of grievance documents.**
10. **Any grievance which arose prior to the effective date of this agreement shall not be processed under this agreement, unless mutually agreed by the parties.**

Matters Not Subject to Grievance Shall Include:

1. **Discipline, termination of services or failure to reemploy any probationary unit employee.**
2. **Evaluation of probationary unit member**

N. Grievance Forms

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

Article 7 – Negotiations Procedure

A. RECORDS AND INFORMATION

During negotiations or for the purpose of assisting the Association in developing accurate, informed and constructive proposals concerning the rates of pay, wages, hours of work and other conditions of employment for employees, the District shall provide the Association with documents related to financial resources, budgetary requirements and allocation within 15 work days of its request. The District shall also provide the Association with any other related information which is presented to any regular and/or special meetings (**held in open session**) called by the Board to conduct official business or to any other governmental body.

Article 8 – Leaves of Absence

Suggest replacing most of Article with the language from the CTES contract, as proposed – as shown below. 4 Business Days and no EMR time remains.

A. Paid Sickness Leave

1. Each bargaining unit member shall accumulate sick leave at the rate of ten (10) days for each school year without limitation as to accumulation.
2. Absence on “sick leave” shall be allowed for either personal illness or immediate family illness. Immediate family shall include only the spouse, child, grandchild, father, mother, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather-in-law, grandmother-in-law of the bargaining unit member. Such sick leave days shall be limited to three (3) days per incident. If in excess of (3) days, a request for FMLA is to be initiated by the employee subject to eligibility.
3. If there is probable cause to suspect the misuse of sick absence, a bargaining unit member, upon the request of the Superintendent or designee, shall promptly substantiate such sick absence by a written physician’s statement or by such other evidence as the Superintendent may require.

B. Personal Leave

Each bargaining unit member will be allowed four (4) days of absence during each school year without loss of salary to transact personal business or to attend to affairs of a personal nature, which cannot be conducted outside the regular school day.

It is recognized that such request shall be made five (5) days in advance, except in cases of a verified emergency circumstance.

Three (3) Personal Days may be used together if approved in advance by the Supervisor.

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. one hundred twenty-five dollars (\$125) per individual per day,
- b. Day for day transfer into the bargaining unit member's accumulated paid sick leave.

D. Paid Holidays (no longer need Article 15)

Bargaining unit members shall receive the following paid holidays, provided they work the last scheduled workday prior to the holiday and the first scheduled workday following the holiday:

Friday before Labor Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day
Day after Christmas
New Year's Eve
New Years Day
Day before Spring Break
Memorial Day

Holidays that fall on a Saturday shall be observed on the preceding Friday. Holidays that fall on a Sunday shall be observed on the following Monday.

Note: Where any extenuating circumstances may result in a request for additional review and consideration by Human Resources, in consultation with the supervisor, the employee's record of attendance, including attendance preceding and following prior holidays or breaks will be part of any such consideration. Any such decisions are at the discretion of Human Resources and shall not be subject to grievance.

E. Bereavement

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.

These days do not have to be consecutive, but may not be split into more than two occurrences.

Any absence for other than immediate family as detailed above requires advance written approval from the Asst. Superintendent of Human Resources.

F. Pro-ration

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

G. Military Leave

1. Leave and Return

Bargaining unit members who are inducted into the Armed Forces of the United States, or who join the Armed Forces, in lieu of being inducted under provisions of the Selective Service Act, shall be entitled to leave without pay for the period of service required.

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

2. Reserve Training

A bargaining unit member may request leave to participate in armed services reserve training programs and such leave shall be granted upon proper documentation by his/her commanding officer.

He/she shall be paid by the District the difference between the amount received for the training and his/her full salary

H. Jury Duty/Court Appearance

1. Should a staff member be called for jury duty, she/he shall provide a copy of the subpoena to the immediate supervisor.

Staff members who serve during their normal work schedule will not be penalized in any way for doing so. They will receive full pay if they endorse the check received from the court or pay the amount shown on their record slip, less travel allowance, within fifteen (15) days of return from jury duty.

While on jury duty, a staff member is required to report daily their schedule for the following day and must report to work when his/her presence is not required at court.

The time spent on jury duty will not be charged against personal leave and will count as time on the job.

Staff members must submit to their supervisor a record from the courts of the number of days served.

2. A staff member will be excused with pay for the time necessary for appearances in legal (court) proceedings connected with the staff member's employment or with the school district, provided that the staff member is subpoenaed to appear by the Board, the Administration or someone acting on their behalf.

I. Worker's Compensation

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

J. **Sick Day 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 **unit staff member** 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.

K. Other Provisions

Each employee working a summer school session shall earn additional accumulated leave time based on the schedule below:

Summer Work Schedule – calculations are based on a 7 hour work day – if the program runs less seven hours, time will be prorated appropriately based on the number of hours worked in a summer program.	# of earned accumulated leave hours
26 full days / 182 hours	9.5 hours
24 full days / 168 hours	8.84 hours
22 full days or 154 hours	8.1 hours
20 full days or 140 hours	7.37 hours
18 full days or 126 hours	6.63 hours
16 full days or 112 hours	5.89 hours
14 full days or 98 hours	5.16 hours
12 full days or 84 hours	4.42 hours
10 full days or 70 hours	3.5 hours

This additional earned accumulated leave bank will be added to the employee’s leave bank in October.

Accumulated sick leave time shall terminate upon severance or suspension of employment. Employees on unpaid leaves of absence shall not accumulate sick leave benefits. Employees returning from such leave and/or reinstated following any suspension shall be credited with previously earned accumulated benefits.

If an employee is returning from a personal illness or injury and the District has reason to believe the employee is not yet medically fit to return, the District may request written medical verification that the employee is fit to return. The Board may, at its expense, send the employee to a Board identified physician for a second opinion.

An employee shall personally notify, if possible his/her immediate superior or designee of his/her intended absence stating the nature of the leave (illness, death, etc.) and where they can be contacted during the day. Employees shall give

such notification prior to their starting time in accordance with building/program/department expectations, if reasonably possible. Failure to do so may result in denial of leave pay for that day.

Unpaid leave is not allowed unless pre-approved in writing by administration, and may not be considered in lieu of use of available paid leave. Use of leave for purposes other than as stated in this article shall be cause for disciplinary action up to and including discharge.

In case of a reasonable suspicion of abuse, the District will notify the employee in writing of the basis for the suspicion and notify the employee that the employee will be required to provide written medical verification of future accumulated leave use for a period of time not to exceed six (6) months of active employment.

Unpaid Leaves of Absence

L. Medical Leave

- 1. Any support personnel who is unable to perform their duties because of a personal illness or disability (including for this purpose maternity) which extends beyond the period for which sick pay is received under Paragraph A., Article X, above 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 application for Medical Leave shall be in writing and be supported by a doctor's statement if requested by Human Resources.**

M. Family Medical Leave Act (FMLA) (replace existing with updated 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 10 – Assignment, Transfers and Vacancies

Replace A – D with:

The District shall have the right of placement and assignment for all bargaining unit positions based on the needs of the program.

i. During the school calendar year – August to June

Kent ISD administration shall have the right to determine placements deemed to be in the best interest for the students, staff, and classroom team. During the school year, requests for transfers or changes may be considered but may only be granted if administration determines there to be minimal disruption to the learning environment for students and the transfer will not be disruptive to the current classroom teams.

ii. School year to school year changes

Kent ISD administration recognizes that Center Program staff may periodically express a preference for a change in assignment related to responsibilities given the complex needs of students or to seek a position in building that is closer to their residence. Annually, Kent ISD will have a transfer request process for current unit staff.

• In March, a transfer request survey will be sent to all bargaining unit staff:

- Any voluntary survey responses are due by April 1st.**
- Not earlier than April 15, Kent ISD will respond to those staff that requested a transfer.**
- Transfer requests will be considered if administration determines that the staff member has the knowledge, skills and experience to meet the needs of students in the new placement. If staff meet the criteria, the transfer may be granted at the discretion of the administration, subject to the needs of the programs effected.**
- In the event that multiple staff request a transfer to a placement, the program administration will review all requests before deciding which to approve, if any.**

- **Transfer requests that were submitted prior to April 1st will be considered if positions should become available during the current school year, up until June 15th.**

Human Resources shall post all vacancies on the applicant tracking portal located on the Kent ISD website.

It is recognized that an involuntary transfer may be necessary at times. When involuntary transfers occur, affected employees will receive written notice of the involuntary transfer. If a transfer occurs during the school year, the affected employee shall be given the rationale for such transfer.

For the purpose of this Agreement, a vacancy shall be defined as a position for which an employee is required and will be assigned or hired in a building or program at the discretion of the administration.

A position that is temporarily unfilled as a result of an approved leave of absence and where the employee has return rights, will not be considered as a vacancy and may be filled by a temporarily contracted person.

In determining staffing assignments, the administration will in good faith consider the preferences or requests of staff. Staffing assignments shall not be subject to the grievance process.

Article 12 – Working Conditions

A. Working Hours

1. **Each full-time employee shall at least work a seven and a quarter (7.25) hour day. The normal working hours shall be assigned by the Administration and shall be the same for each building. The seven and a quarter hour day will include two paid breaks of 15 minutes each. Staff may request up to 15 additional minutes per day as needed for purposes of cleaning, record keeping and documentation that could not be completed during the normal workday.**

C. Compensatory Payment

1. **When an employee is requested by his/her immediate supervisor and agrees to work hours longer than those which he/she is regularly obligated to work by this Agreement, compensatory payment shall be granted.**

2. If compensatory payment is approved by the supervisor, the employee will be paid an hourly rate calculated by determining an hourly rate using his/her current pay step and level.
3. **Compensatory time Compensation** for actual hours-worked under 40 in a week will have a value of one hour for each additional hour worked. **Compensatory time Compensation** for actual hours worked over 40 hours in a week will have a value of 1½ hours for each hour worked.

D. Attendance At Required Events:

Time worked beyond the ~~seven and a ¼ (7.25) hour~~ **work day (as defined in Section A)** will be scheduled by the administration with reasonable notice of five (5) working days, (except emergency situations) for required scheduled events.

Required events include:

- ❖ Parent/Teacher Conferences if requested by building/program administrator
- ❖ Committee Meetings
- ❖ Staff Meetings
- ❖ Team Meetings
- ❖ Emergencies (e.g. transportation, medical, behavior, weather)

Other required events may include:

- ❖ Certain Training – related to job responsibilities
- ❖ IEPT
- ❖ PSO/PTA Events
- ❖ School Sponsored Events

Staff involved in approved after-hours job related activities will be compensated with ~~compensatory time or~~ pay for hours of work in accordance with section C, the policies and procedures of the Board of Education and state and federal law.

E. REQUIRED EVENTS Exchange Days

Bargaining unit and/or Association members will be allowed to use accumulated ~~compensatory time, accumulated~~ leave time, earned vacation or personal business time for pay on conference required events exchange days. **Need this?**

F. Reprimand

1. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of professional benefits provided in this Agreement **for reasons that are arbitrary or capricious without just cause**. Any evidence of alleged misbehavior shall be immediately deleted from an employee's personnel file if found to be untrue. Information forming the basis for the reduction of benefits provided in this Agreement will be available to the employee and the Association.
2. Before placing a written reprimand in an employee's personnel file, the administrator making the reprimand shall:
 - a. present the employee being reprimanded a copy of the reprimand.
 - b. ~~give the employee an opportunity to have an Association representative hear the reasons for the reprimand.~~
 - c. ~~require the employee to sign the original which indicates only that the employee has had the opportunity to read the reprimand.~~

~~The signature is in no way to be construed as acceptance or approval of the reprimand but is verification that the employee is aware the reprimand is in his/her permanent file. The employee shall receive a copy at the time of signing.~~

3. Furthermore, the Employer agrees that any written documentation pertaining to discipline (including warning, reprimand, suspension or discharge) will be entered into the employee's personnel file **within one calendar year of issuance** ~~file no later than October 31 of the school year following the school year in which discipline was issued. For discipline occurring during the summer, the District will have six (6) months to file the documentation in Human Resources. Any materials not entered into the file within these time periods shall be without effect. Materials physically present at the Human Resources Services Office, but not yet converted to microfiche, shall be considered to be part of the personnel file.~~

g. Access to Personnel File

1. Employees shall have access to his/her personnel files during normal business hours at the District's main office in Human Resources not more than two (2) times per year, unless further access is granted by the District. This file shall be the official file maintained with respect to each employee.
2. The personnel file shall consist of (but not by way of limitation) the following: application for employment; letters of reference; other than those which are exempt from disclosure under law; employee performance evaluations; letters of recommendation, praise, or thanks; disciplinary materials; and letters of resignation.
3. The District agrees to notify the employee ~~by either telephone or FAX~~ when the District receives a request for all or part of that employee's personnel file under the Freedom of Information Act. The employee will be provided an opportunity to review the contents before the release of the file. The employee may request Association representation in this review. The parties recognize that, under the exceptions provided under Section 13 (1) of the Freedom of Information Act and under the Bullard-Plawecki Employee Right to Know Act, and other federal and state laws, **shall be applied to any required redactions** ~~any of the following information will be automatically redacted~~ from any materials prior to the release of the file:
 - a. race
 - b. ~~personal insurance information~~
 - c. ~~social security number(s)~~
 - d. ~~bank account information~~
 - e. ~~credit union information~~
 - f. ~~medical and/or psychological records, facts, or evaluations if an individual's identity would be revealed~~
 - g. ~~documents relating to a criminal investigation where no charge(s) was filed or where the charge(s) was found to be unsubstantiated as per Bullard-Plawecki~~
 - h. ~~documents relating to allegations of misconduct or incompetence (excluding evaluation documents), where no charge(s) was filed or the allegations were found to be unsubstantiated (nothing prohibits the District from maintaining separate investigative files)~~
 - i. ~~documents relating to closed tenure proceedings (except for documents containing public information), including the charges themselves (including exhibits, testimony, etc.), prior to a final disposition on the charges~~
 - j. ~~any disciplinary information more than four (4) years old, unless the disclosure is required by law~~

- ~~k. Any references to the employees political or other associations or affiliations, as required under Bullard Plawecki~~
- ~~l. student records or references to specific students as required by FERPA~~
- ~~m. evidence concerning authorization to work in the U.S.~~
- ~~n. employer references, as required under Bullard Plawecki~~
- ~~o. educational transcripts~~
- ~~p. documents pertaining to current litigation involving the requesting party~~
- ~~q. privileged attorney communications, opinions, work products~~

4. The parties recognize that this Agreement is based on his/her best mutual understanding of current law in this area; they agree to meet to discuss changes should further judicial proceedings or legislative action so require. The parties understand a binding court interpretation supersedes this agreement or any provision of the contract that conflicts with the court's opinion.

l. ~~Travel Time~~

~~Time shall be allowed for each employee required to travel between buildings. Such travel is not to be considered part of regular release time or lunch period.~~

~~Mileage will be paid to employees who are involuntarily transferred and need take more than one assignment in order to remain full time. This will be paid for the first year after the involuntary transfer, provided the employee bid on vacant positions during the bidding process. Mileage reimbursements requests for this reason must be submitted to Human Resources within the IRS guidelines outlined below.~~

K. Automobile Vandalism/Damage and/or Theft

1. Reimbursement to employees for validated damage to personal automobile property due to vandalism and/or theft shall be **limited to the employee's auto insurance deductible.** ~~made under the following conditions:~~
 - ~~a. The employee is acting in the line of duty during his/her regular assignment when such loss occurs and the automobile is parked in the designated area, as assigned by the building administrator or supervisor or the employee is transporting students at the request of the District, and loss occurs as a result of an action taken by a student or students.~~
 - ~~b. The District will pay a maximum of \$150 per incident or the cost of the repair; whichever is less, per fiscal year pending confirmation of repair.~~
 - ~~c. The items damaged or stolen are attachments to or are regular accessories of the automobile or personal equipment and/or materials used in District employment.~~

- d. ~~The automobile was secured (windows closed, doors and trunk locked), except when the employee is transporting students.~~
- e. ~~The damage was properly reported to the employee's supervisor immediately after discovery of the loss. In the case of unintentional damage by a student, the report will be made to the building administrator or supervisor immediately after discovery of the loss. The Auto Vandalism Reimbursement Form will be obtained from the building principal or the immediate supervisor.~~
- f. ~~The employee signs the claim form stating the damage and/or loss was to the best of his/her knowledge done while he/she was acting in the line of duty and his/her automobile was parked in the area designated as the parking area or that he/she was transporting a student.~~
- g. ~~At least two (2) estimates from reputable local businesses shall be attached.~~
- h. ~~All reimbursement requests must be submitted within 60 days of payment for the damage.~~

L. Retirement Benefit

- 1. Any employee who has reached the age and service requirement of the Michigan Public School Employee's Retirement System (MPERS) and has completed at least ten (10) years of service with the Kent Intermediate School District shall receive, upon retirement, payment for unused sick leave days (accumulated at the time of retirement) at a rate of **\$50 per unused sick day as outlined below. This provision shall require a commitment to 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.**

;
;

~~2. Qualifications for the \$50.00 payment:~~

- a. ~~To qualify for the \$50.00 per day/year whichever is greater. Early Notice payment, you must work through the end of your scheduled work year,~~

~~this may vary by assignment. Official notification must be made to Human Resources.~~

And

~~b. Notification to Human Resources after your first scheduled work day of the contract year and up to the last District business day before spring break, the amount paid for each unused day/year, whichever is greater shall be \$50.00.~~

~~3. Qualifications for the \$35.00 payment:~~

~~a. Official notification to Human Resources after the last District business day before spring break, and up to the individuals last scheduled work day (this may vary based on the individuals assignment), the amount paid for each unused day/year shall be \$35.00.~~

~~b. Employees wishing to retire before the completion of their last scheduled assignment date will upon official notification to Human Resources receive \$35.00 per day/year, whichever is greater.~~

~~e. There shall be no payment for notification after an individual's last scheduled work day, (this may vary based on the individual's assignment).~~

Universal Service Credit

~~a. In accordance with MPERS requirements of either Basic or MIP, each retiring employee has the option of using accumulated sick leave time to purchase Universal Service Credits up to the maximum allowed at the accumulated leave time payout rate. The retiring employee shall initiate the tax deferred purchase process with MPERS. Upon approval of the application by MPERS, and pursuant to IRS guidelines, the District will pay the accumulated leave money at the time the retiring employee receives his or her last pay. The amount may be set up as a payroll deduction and forwarded to MPERS to facilitate this purchase.~~

Special Pay Plan

~~a. The payment for accumulated leave days or vacation days, if applicable, will be placed in a Special Pay Plan 403(b) account if the dollar value of the payment is \$500.00 or more. The account is subject to IRS contribution amount limits. The plan will be under the employee's name and social security number. The employee may request from the authorized company a distribution in cash or self-direct the investment of his/her money.~~

~~b. If the dollar value for accumulated leave days and/or vacation days, if applicable, is less than \$499.99, the employee shall receive the payment via the normal payroll process and subject to a withholding of all applicable taxes.~~

~~c. — Employees who are under age 55, and who prior to their retirement, notify payroll in writing that they will be withdrawing their funds in cash and have received the cash distribution from the Special Pay Plan 403(b) account within 90 days of their retirement, the District will provide on a payroll check an additional amount equal to the difference between the tax penalty and the FICA savings.~~

~~M. — Lab Coats~~

~~Each employee, has the option to request a lab coat on an as needed basis as determined by the immediate supervisor.~~

n. Physical Assault Or Injury Inflicted By A Student

2. If an employee, acting in the line of duty, is assaulted as defined by the school code and District policy, the incident shall be immediately reported to the District representative.
3. An employee who is **physically** injured or harmed by a student's act, while the employee is acting in the line of duty and the student is under the jurisdiction of the District, the employee will follow all guidelines and procedures for the reporting of a work related injury, including completing the Employee Injury Report.
4. In cases of physical assault or injury inflicted by a student (whether or not the student's action was intentional) on an employee while he/she is acting in the line of duty as an employee of the Board, the time lost, if any, by the employee shall not be charged against the employee's sick leave and the employee shall continue to be paid by the Board **for up to 30 days**, provided there is appropriate medical document that supports the time off duty and **Worker's Compensation is not in effect**. This provision does not include disease or illness, including but not limited to: colds, flu conjunctivitis, measles, mumps, chicken pox, impetigo, or head lice. Illnesses shall be covered under the sick leave provisions of this contract. This provision does cover severe allergic reactions when it can be demonstrated that contact with the student (perfume, smoke, etc.) was the cause of the allergic reaction. When Worker's Compensation is paid, the Board shall pay the difference between the sum and the employee'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.** ~~Should the injury to the employee be of such nature as to cause an inability on the part of the employee to perform the essential functions of his/her position beyond the above two (2) year provision, this section shall in no way waive the rights of the employee to pursue claims for liability. During the above period of such disability, said employee shall be entitled to full applicable benefits of all employees' rights and privileges included in the 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. 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, or once the employee has exhausted all paid leave – if after one year of injury by a student causing disability, 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.

Consistent with Article XIII

P. ~~Parking Spaces~~

~~Each employee shall be furnished with a free parking space.~~

Q. Extended School Year/Summer School

1. When a school year employee continues to be employed during the summer in his/her regular position, the wage for the position in which he/she is engaged shall be in force pro-rated to the time worked.
2. Bargaining unit summer positions shall be filled in the following order:
 - a. By bargaining unit member within individual buildings/program before District wide postings, based on qualifications (qualified is defined as meeting the requirements specified in the posted job description.) then seniority.
 - b. With any bargaining unit member within the bargaining unit, based on qualifications (qualified is defined as meeting the requirements specified in the posted job description) then seniority.
3. Any positions not filled shall be posted as soon as positions are approved, but no later than June 1 of each school year. When a school year employee desires summer

employment in a position other than his/her regular position, he/she shall submit his/her request to Human Resources under the regular posting practice. Each employee shall be paid his/her per diem rate of pay. ~~Selection will be based upon the regular procedure defined in Article 9 Transfers/Vacancies.~~

r. Performance Evaluation

1. Process

- a. Probationary employees will be formally evaluated at the completion of their probationary period. They will also have at least one informal meeting during the probationary period.
- b. All non-probationary employees will be evaluated at least once every three (3) years.
- c. All employees new to the position/building should be evaluated during the first year in the position/building.
- d. The evaluation process for non-probationary employees will include the following:
 1. An initial meeting will be held by the 6th Friday of the school year. The initial meeting will include a review of the process, the evaluation form and timelines.
 2. Each employee's performance will be observed at least twice during the evaluation year by the evaluator. If any concerns are noted during these observations, the employees will receive written notification of those concerns and that the concerns may lead to an ineffective evaluation. The written notification must occur within ten (10) working days of the observation. The first observation will occur between the initial meeting and the end of 1st semester. The second observation will occur between the beginning of 2nd semester and spring break.
 3. A final meeting will be held before the third Friday of May each year. At that time the evaluation form will be completed, signed and filed with Human Resources.
 4. Any time an employee receives a minimally effective annual evaluation, the supervisor will provide the employee with a written Improvement Plan. The Improvement Plan will describe the

actions the employee must take to improve, with time lines for achievement of the actions. It will also describe the steps the District and the immediate supervisor will take to assist the employee in the improvement. The plan must be reasonable and achievable within the time frames indicated. It will include regularly scheduled meetings between the employee and the supervisor to discuss the employee's progress. Except in the case of probationary employees or a health and safety issue, the improvement plan will last a minimum of sixty (60) work days.

5. At the conclusion of the improvement plan, the immediate supervisor will provide the employee with a written summary of the employee's progress under the plan. It will include a summary statement in which one of the following conclusions is provided:
 - a. The employee has successfully completed the plan of improvement and is considered effective
 - b. The employee has made progress under the plan and will be retained subject to a new or continued plan of improvement;
 - c. With the prior approval of Human Resources and the Association, the employee will be transferred to an available Association position (provided the employee has the necessary qualifications) or;
 - d. The employee has not made progress under the improvement plan and is recommended for termination.

2. Out of sequence evaluations

If at any time the quality of the work of an employee is **of concern to the administration** ~~deemed minimally effective~~ such employee shall receive a written communication from the immediate supervisor that an out of sequence evaluation will occur. The above timelines do not apply in the case of an out of sequence evaluation.

3. General rules regarding performance evaluations

- a. In the event an employee receives an ineffective evaluation; they will have the right to a waiting period of two (2) business days before signing the ineffective evaluation for the purpose of consulting with an Association representative.
- b. A short-term leave will not, due to the absence of the employee, cause any evaluation time line to expire. Any evaluation time line that falls during a short term leave will be extended for the number of work days equal to the length of the short term leave, beginning the day the employee returns from leave.
- c. ~~GREA~~ employees may not evaluate Association or bargaining unit members; the evaluator may seek input from GREA staff.

~~T. Wages and Fringe Benefits Designee~~

~~In the case of death of an employee the District is required to follow wage and hour and probate laws regarding disbursement of all owed wages and fringe benefits.~~

~~Pursuant to Section 3 of the Wage and Fringe Benefits Act, MCL 408.480, the employee may designate someone to receive such payments.~~

~~Designee forms must be signed and on file in Human Resources. The employee designation may be cancelled or changed only by filing a new form with Human Resources.~~

~~u. Liability Insurance~~

~~The Board currently provides not less than \$1,000,000 liability insurance for each employee during the time they are employed with the Board and acting within the scope of their assigned duties.~~

v. State Required License Reimbursement

The District will reimburse LPN's, Physical Therapy Assistants (PTA's) and COTA's for state required license, upon proof of payment. The amount paid will reduce the available amount

of tuition reimbursement equal to the credit calculation necessary at the GRCC rate. The request for reimbursement must be made within 60 days of the payment.

Article 13 – ~~Worker’s Compensation~~ (addressed in paid leave)

A. ~~Workers’ Compensation~~

~~Whenever an employee receives workers’ compensation benefits, the employee has the option to be paid the difference between such benefits and the employee’s regular salary or wage by the District provided the employee has accumulated leave days available. Such difference shall be deducted from the employee’s accumulated leave bank. The decision whether or not to utilize accumulated leave will be in effect for the duration of the absence and is not subject to change. The District’s Human Resources Office shall be notified by the employee, in writing, as to whether or not the employee elects to use accumulated leave time while receiving workers’ compensation.~~

~~During the first twelve (12) months from initial injury, an employee 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.~~

~~Following the twelve (12) months of the initial injury causing disability, 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 15 - Holidays (addressed in paid leave)

B. ~~General Conditions~~

Each employee is eligible for holiday pay provided:

- ~~1. The employee completes his/her last scheduled work day in his/her regular school year position prior to the holiday and commences work at the scheduled time on his/her next scheduled work day after the holiday.~~

2. ~~In the event an employee is unable to work the days before or after the holiday because of proven illness or injury, requirement in "2" above will not apply.~~

Article 136 - Benefits (replace existing language with:)

A. INSURANCE BENEFITS

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

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

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

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

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

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

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

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

**Cash in Lieu (Medical Waived) 75% of PA 152 Single Subscriber Hard Cap
The employee must be at least half-time, prorated for less than full-time.**

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

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 provide input 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.

F. Dental Insurance

Delta Dental
100/100/90/85

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

NOTE: \$3,000 lifetime maximum per person for Orthodontics.

G. Vision Insurance

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

H. Life Insurance

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

I. Long-Term Disability

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

Group Term Life Insurance

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

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

~~1. General Provisions~~

- ~~a. Except where the Board expressly agrees to provide the funds for specific benefits, the responsibility of the Board is limited to the timely payment of its portion of benefit premiums.~~
- ~~b. The Board Shall pay the following annual amounts toward the total cost of the medical plans available to members inclusive of the medical premium and Health Savings Account (HSA) funding described below for each medical benefit plan coverage year.~~
 - ~~1. Single person coverage: \$6,818.87~~
 - ~~2. Two person coverage: \$13,268.93~~
 - ~~3. Family coverage: \$18,596.96~~

~~—These annual employer paid amounts shall adjust annually at the beginning of each medical benefit plan coverage year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution act.~~

~~c. The employer paid amounts shall be prorated if the employee begins employment after the first month of school. The proration shall reflect the number of months employed including subsequent summer months.~~

~~d. Medical premiums are payroll deducted from 20 pays, beginning in September and ending in June.~~

~~e. The remaining annual cost for the employee's elected medical plan premiums shall be paid by the employee via payroll deduction through the pre tax premium portion of the District's section 125 flexible benefits plan, and as such, will not be subject to withholding. The employee contribution shall be prorated for part-time employees who are less than full time, but work at least 16.5 hours.~~

~~f. The employee's contribution for medical premiums shall be paid via payroll deduction through the pre tax premium portion of the District's section 125 flexible benefits plan.~~

~~2. Eligibility~~

~~a. Employees are eligible for benefits beginning on the first day of employment.~~

~~b. Each eligible employee and his/her eligible dependent(s) as defined by the underwriters are to assure insurance coverage for the full period covered by this Agreement.~~

~~3. Benefits Plans~~

~~a. Members may select one of the following benefit plans: —~~

~~a. *As of August, 2021 — Switch to MESSA health pending August renewal rates.
Parties agree to look at rates when 2022 prices are made available~~

~~Choice A~~

Medical:	WMHIP Versatile 4 PPO
IN Deductible:	\$500/\$1000
IN Coinsurance:	10%
IN Copay (OV/UC/ER):	\$20/\$20/\$50 or coinsurance amount

Rx Coverage:	\$10/\$40; step therapy

Choice B

Medical:	WMHIP HDHP Flexible Blue 2
IN Deductible:	\$1400/\$2800
IN Coinsurance:	0%
IN Copay (OV/UC/ER):	Subject to deductible
Rx Coverage:	\$10/\$40; step therapy

Choice C

Medical:	WMHIP HDHP Flexible Blue 3
IN Deductible:	\$2000/\$4000
IN Coinsurance:	0%
IN Copay (OV/UC/ER):	Deductible amount
Rx Coverage:	\$10/\$40; step therapy

Choice D

Medical:	WMHIP HDHP Simply Blue
IN Deductible:	\$1400/\$2800
IN Coinsurance:	20%
IN Copay (OV/UC/ER):	Subject to the deductible or co-insurance
Rx Coverage:	\$10/\$40; step therapy

4. Non-Medical Benefits:

- a. ~~In the case of non-medical premiums, the Board shall pay the entire premium effective upon ratification and execution and shall not under any circumstances require the Board to provide the described benefits.~~
 - a. ~~As of August, 2021, switch to same non-medicals as KIEA Instructor group.~~

b. Dental: Delta Dental

Class I:	100%
Class II:	100%
Class III:	90%
Annual Max	\$2500
Class IV:	85%
Class IV/Lifetime Max	\$1500

c. Vision: VSP 3G

Co-payment - None	Participating Provider	Non-Participating Provider
------------------------------	------------------------	----------------------------

Examination Once Ever Plan Year	Covered 100%	Reimbursed Amount Up to \$35 (OD) up to \$45 (MD)
Lenses: Once Every Plan Year <ul style="list-style-type: none"> ● Single Vision ● Bifocal ● Trifocal ● Lenticular ● Oversized Lenses 	Covered	<ul style="list-style-type: none"> ● Up to \$38 ● Up to \$60 ● Up to \$72 ● Up to \$108 ● Not covered
Frames Once Every Plan Year	Retail Allowance Up to \$135	Up to \$55
Contact Lenses Once Every Plan Year Elective Contact Lenses	In lieu of Lenses & Frame Up to \$130 Retail	In lieu of Lenses and Frame Up to \$115

d. ~~Long Term Disability:~~

~~In the event that a member qualifies for LTD, the Board shall pay its portion of all insurance benefits for the first six months, from the date of disability, contingent on receipt of the member's portion of the payment. For the next six months, the Board shall pay its portion of medical insurance premiums only, and all non-medical coverages will be terminated. After 12 months, all benefits will be terminated.~~

LTD Insurance Company: Reliance Standard

Benefits Coverage:	66 2/3%
Monthly LTD Benefit	66 2/3% of the first \$4,500 of your monthly predisability earnings, reduced by deductible income.
Maximum Monthly Benefit:	\$7,000
Qualifying Period	90 day calendar modified
Maternity Coverage	Yes
Mental/Nervous Waiver	Yes

e. ~~Life Insurance and Accidental Death and Dismemberment: One times salary, capped at \$50,000~~

f. ~~Cash In Lieu (employees working 50% or more)~~

~~Employees electing cash in lieu must certify they have medical coverage elsewhere. Cash in Lieu total yearly amount of 75% of single subscriber hard cap prorated based on part-time hours and start date.~~

g. Health Savings Account

The Board will establish and maintain a Health Savings Account (H.S.A) for employees choosing the High Deductible Health Plan. Health Equity shall be one of the HSA plan options.

Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ HAS up to the maximum amounts allowed by Federal law.

The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level for any plan with the minimum deductible, the deductible will automatically adjust to meet the federal minimum requirement.

h. Medical Plan Evaluation

~~In September of 2021, the association will secure a MESSA quote for medical insurance for 2022. If the medical insurance rate for the MESSA ABC 1 plan is less for two of the three rate (single, 2 person, family) than the 2022 renewal of WMHIP like product (Flexible Blue 2?), then the district will implement the MESSA plans offered by the district (KIEA contract if available). These plans will be implemented with a start date no later than January 1, 2022.~~

These don't belong under Optional/Voluntary – relocate appropriately if not already covered.

a. The Board shall pay its portion of insurance premiums during the summer for laid off employees. However, employees must continue to pay their portion of the insurance premiums.

b. All other medical, negotiated group term life, dental, vision, LTD or cash in lieu changes will become effective the first of the month following the change of employment status.

c. The Board shall be responsible for providing insurance information to employees that is made available to the Board by the provider.

d. All newly hired employees must enroll in benefits within 30 days of hire. An employee may change the level of coverage only during the annual open enrollment period or within 30 days of a qualifying event.

e. If the employee becomes totally disabled from any cause before reaching age sixty (60), the Negotiated Group Term Life insurance provided will be continued for the duration of his/her total disability without payment of

further premiums regardless as to whether or not the carrier is still in force. The employee is responsible for making application for the waiver of premium in a timely fashion.

5. Changes in Carrier

- a. The parties agree that future changes of carrier will be made after mutually conducting a thorough evaluation to assure it meets the specifications of this Agreement ~~and currently approved certificate booklet.~~

B. TUITION REIMBURSEMENT

After six (6) months of continuous full-time employment each employee shall be entitled to tuition reimbursement provided that he/she is not eligible for tuition reimbursement from another source(s) according to the following:

1. Course Approval

- a. A Kent Intermediate School District **Request for Tuition Reimbursement Approval** ~~Course Approval Application~~ Form shall be completed by the employee and submitted to the District's Benefits Office at least ten (10) days prior to the beginning of the course.
- b. Such courses must be for college credit ~~or workshop equivalent to college credit.~~ ~~In addition employees shall be reimbursed for Community Education courses related to the employee's regular assignment.~~ In all cases, the content of the courses must be work-related and/or part of a formal degree program. The District's judgment of relevancy is final and binding and is not subject to the grievance procedure.

2. Eligibility

- a. The maximum number of hours eligible for reimbursement per year (September 1 through August 31) shall be:

9 semester hours ~~or 12 term hours~~

- b. Tuition will be reimbursed based upon the actual charge per semester or term hours up to the actual rates of:

WMU, GVSU or GRCC for a full-time employee at the undergraduate rate, whichever is highest.

- c. Approved courses must be completed with a minimum of a "C" to qualify for reimbursement.

3. Reimbursement Procedures

- a. **Upon completion of an approved course, the employee shall complete Part 2 of the Form specified in Section 1 above. ~~a Grand Rapid Public Schools Tuition Reimbursement form. The completed form along with a copy of the earned grade and proof of payment for the course shall be submitted to the Benefits Office for processing.~~**
- b. The District shall process the claim according to its policies and procedures in effect for all other **reimbursements billings**.
- c. ~~Job related full day workshops will count as a (1 credit course) for tuition reimbursement at the GRCC rate. The workshop reimbursement request must be submitted to the Benefits Office for processing within 60 days of payment for the workshop.~~

C. Payroll Deduction

The following payroll deductions will be available to employees and are strictly voluntary.

- a. Annuity Programs approved by the Board
- b. 457 – deferred income programs
- c. **Voluntary** ~~Optional~~ insurance premiums (including but not limited to medical, life/survivor and short term disability)
- d. United Way
- e. ~~Student Advancement Foundation~~
- f. MESSA and MEA Financial Services Programs
- g. Other programs mutually agreed to by the Board and the Association

The Board shall not be liable for any errors or losses in the administration of payroll deduction unless it is shown that the Board was negligent in the care and handling of monies involved.

Article 17 – Wages

A. Schedule

- 1. A bargaining unit member's hourly wages shall be determined by his placement on the attached salary schedule. *(Agree to remove Step Zero and add Step 8 which shall be 3% higher than Step 7)*

2. A bargaining unit member who has had no experience in his specialization, or approved related field, shall receive the hourly wages at Step 1 of the salary schedule.
3. A bargaining unit member with experience outside of Kent Intermediate School District will generally be given credit up to and including **three (3) years, or more at the discretion of the Superintendent or designee where prior experience applies.**

2024-25: Step + 4.0% on wage schedule

2025-26: Step + 3.5% on wage schedule

2026-27: Step + 3.0% on wage schedule

1. **Each LPN, COTA or PTA shall be placed at Step 4, 5, 6, 7 or 8 of the wage scale and shall be eligible for an hourly rate that is \$1.50/hour higher than the standard step amount subject to an effective performance evaluation in the prior school year.**
2. **For the 2024-25 school year, Instructional Support Specialists who are regularly and consistently assigned to a daily classroom that is designated as an ASD or EI classroom shall receive additional compensation in the amount \$500 in December and \$500 in June (if completing the full school year.) The additional compensation is based on actual classroom designation (not based on any one student or students in a classroom.) An otherwise eligible Instructional Support Specialists who exhausts their annual allocation of paid leave and incur unpaid time are not eligible (except where an approved FMLA applies). 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.**

B. DIRECT DEPOSIT

All employees are required to participate in direct deposit of their payroll check to at least one financial institution of their choosing. The board will allow direct deposit to an additional financial institution.

C. Step Progression

Each employee working at least one-half of the school year will move one (1) step, in contract years that provide for step advancement.

D. Employees will be paid bi-weekly for hours worked and/or for holiday and other approved paid leave time within the district pay period. All employees will be paid on an hourly basis and are therefore required to accurately record their work time using the method established by the District.

E. Longevity

For longevity purposes, years of services in the District shall be computed once per year. Each full-time employee shall be paid longevity the second pay period in June as follows:

<u>Years</u>	<u>Amount</u>
1-4 years beyond step 7	\$600 \$700
5-9 years beyond step 7	\$1000 \$1,100
10-14 years beyond step 7	\$1400 \$1,500
15-19 years beyond step 7	\$1800 \$1,900
20-24 years beyond step 7	\$2200 \$2,300
25+ years beyond step 7	\$2600 \$2,700

The portion of the first year of employment shall be counted as a full year provided such portion is six (6) months or more. For all subsequent years, an employee who works at least 50% of his/her contractual year shall have earned a year toward longevity.

Employees whose employment terminates for any reason other than disciplinary action, after the December holiday break but prior to the 2nd pay period in June shall be paid longevity at the time of the termination of employment, prorated to the time of termination of employment through the last full month of employment.

F. Pay Increases

All pay rate increases shall be effective at the start of the school year, unless otherwise negotiated.

G. Step Increases

Employees who are eligible for step advancement **in years for which step advancement was agreed upon by the parties**, will receive it at the start of the school year, unless otherwise negotiated.

H. Substitute Stipend AND COMPENSATION

1. A \$300.00 stipend will be paid to each KISSA bargaining unit member who:
 - has 60 credit hours, has an official (with seal) transcript on file in Human Resources from a college or university or has a teaching certificate on file,
 - Agrees to substitute for day-to-day subbing in their own building/program.
 - Is granted a permit by the State of Michigan to substitute teach (note: the employee is responsible for the annual fee).

The stipend will be paid in June and adjusted at the semester only.

2. When an employee agrees to substitute as a certified teacher the employee will earn an additional ~~\$40.00~~ **50.00** per day in addition to their regular rate. This compensation will be reflected within the pay period of the days worked as a substitute.

I. Overpayment/Underpayment

The parties agree that where an overpayment or underpayment to a member has been discovered, restitution will be made based upon the amount overpaid or underpaid over the past three (3) years.

In the case of overpayment, the member shall be given the opportunity to make restitution through payroll deduction, for a period of time at least equal in length to the time period during which the overpayment was made or until the termination of employment, whichever is less.

Article 18 – Provisions

D. Copies of Agreement

The Board will post this agreement on the district’s intranet and on the district website www.kentisd.org.

Article 19 – Duration

This Agreement shall be effective upon ratification by both parties and shall continue in effect until the, 13th day of August 2027. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. ~~This Agreement is entered into this day, by the parties.~~

This agreement may be re-negotiated during its term **only at the mutual agreement of both parties** ~~at the option of either party after March 1, 2024. If this agreement is re-negotiated, the negotiations shall be specifically limited to the direct pay rates, inclusive of steps, and hardcap of employees covered by this. All other provisions of this agreement shall remain in full force and effect during the life of the agreement. re-negotiations and until this agreement is re-negotiated or terminated.~~

IN WITNESS WHEREOF the parties have caused this Agreement to be extended on their behalf by their duly authorized representatives.

THE BOARD OF EDUCATION OF
THE KENT INTERMEDIATE SCHOOL DISTRICT

KISSA ASSOCIATION
of INSTRUCTIONAL SUPPORT SPECIALISTS,
~~EMPLOYMENT TRAINING SPECIALISTS,~~
~~NON-CERTIFIED TEACHERS,~~ LICENSED
PRACTICAL NURSES, CERTIFIED
OCCUPATIONAL THERAPY ASSISTANTS AND
PHYSICAL THERAPY ASSITANTS

by _____

by _____

For Kent ISD: Dave Rodgers,
Assistant Superintendent for Human Resources
& Legal Services

Its President

by _____

by _____

Its MEA Uniserve Director

Appendix A (also noted B) – Drug & Alcohol Agreement and Notice of
Rights (**remove —strikeout**)

