

*Alvin Rogers*  
6-6-24

TA  
*Sonia James*  
June 6, 2024

**KENT INTERMEDIATE SCHOOL DISTRICT**

-and-

**KIEA- Great Start Readiness Program Associate Teachers (GSRP-AT)**

**EMPLOYER PACKAGE PROPOSAL #2**

June 6, 2024

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 1<sup>st</sup> date given the pre-Labor Day start.

**Article II – Recognition**

**A. Bargaining Representative**

1. The Board hereby recognizes the Kent County Education Association/MEA/NEA as the exclusive bargaining representative for the Kent Intermediate Education Association, as defined in Section II of Act 379 of the Michigan Public Acts of 1965, for support personnel employed by the Board in the areas of ~~Special Education and Career and Technical Education,~~ **and Great Start Readiness Program** including:

a. Associate Teachers

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

## Article IV – Association Privileges

### C. Building Use

1. The Board agrees that the Association may use the **Kent ISD's** District's building and utilities at any reasonable time with the prior approval of the Superintendent for the purpose of holding meetings of the Association or conducting Association business.
2. The Association may use the equipment (copying machines, typewriters, **printers**, audio visual equipment and 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.

### D. Information

The Board agrees to furnish to the Association, in response to reasonable requests, public information when available to the Board, in the form in which it is kept, concerning the financial resources of the District, tentative budgetary requirements and appropriations and such other public information in the possession of the Board as may assist the Association in developing accurate and constructive programs on behalf of the bargaining unit members covered under this Agreement or which may be necessary for the Association to process any grievance or complaint. **The Board agrees to be responsive to the Association's requests for information such as unit staffing assignments and changes, not to be more often than once monthly.**

### G Association Business Leave

(NEW) #4

**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 know, 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. General Provisions

(NEW) #10

**10. Any grievance that arose prior to the effective date of this agreement shall not be processed under this agreement unless the parties mutually agree to do so.**

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.**

D 2(d)

d. Discipline Just Cause and Grievance

- (1) No non-probationary bargaining unit member shall be disciplined for reasons that are arbitrary or capricious

~~without just cause.~~ Discipline includes reprimands, suspensions, reductions in rank or pay and discharge. Any such discipline, which is to be made a permanent part of the bargaining unit member's personnel files, shall be subject to the grievance procedure herein set forth.

The Board agrees with the concept of progressive discipline, except in cases where there has been violations of the law or extreme violations of the rules and policies of the District, **as determined in the discretion of the administration;** and will endeavor to follow the normal progression of oral warnings, written reprimands, suspensions with or without pay, and finally dismissal, if necessary.

- (2) Reprimands issued under this Article may be the subject of a grievance within the terms and conditions of the grievance procedure set forth in Article V in this Agreement.

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. Bargaining Unit Member Evaluation

~~The parties agree that during the summer of 2014, a committee comprised of administration and the GSRP TA will meet to design a new evaluation tool/process to be implemented in the 2014-2015 school year.~~

1. Each non-probationary bargaining unit member will be evaluated in accordance with the requirements of the grant or a minimum of once every two (2) 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 bargaining unit member needs help, so that appropriate assistance may be provided or arranged for. The evaluation of the performance of each bargaining unit member shall be the responsibility of the immediate supervisor. ~~The name of the evaluator shall be provided to~~

~~each member in writing via a courier signed receipt letter by the fifteenth (15<sup>th</sup>) day of September. In the event the bargaining unit member has not received notification by the above date, the building principal shall be the evaluator.~~

5. The performance of probationary bargaining unit members shall be observed no less than one times during the **90 day calendar day** probationary period with a written evaluation after each evaluation. The number of observations will be increased in the event that performance concerns are identified in the initial observation. In the event that additional observations are deemed necessary, the staff member will be notified in writing of the concerns necessitating the additional observations and an appropriate performance improvement plan will be implemented.

a. In the event that the supervisor is unable to complete the one (1) observation, the staff member's performance will be deemed "effective".

## Article VII – Seniority, Layoff and Recall

### A. Probationary Period (Moved / relocated from VIII without change)

1. An individual hired to fill a permanent vacancy shall be considered to be on probation and shall have no seniority until she/he has been a bargaining unit member for ninety (90) calendar days. This period may be extended to a maximum of six (6) months if mutually agreed by the Association and the Administration.
2. Upon successful completion of the probationary period, the bargaining unit member shall acquire seniority and shall be placed on the seniority list retroactive to their date of hire.
3. The Assistant Superintendent for Human Resources & Legal Services or her/his designee shall provide a written notice to each bargaining unit member and Association following the successful completion of the probationary period indicating their status as a permanent bargaining unit member.



A. Seniority Defined

1. Seniority shall be defined as the length of continuous service within the district as a member of the bargaining unit i.e. all classifications represented in the recognition clause of this Agreement minus any time spent on layoff or unpaid leave (except that time spent on 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. Part-time employment of seventeen and one-half (17.5) hours per week or more shall be counted as continuous service and shall not be prorated. For purposes of continuous service part-time employment of less than seventeen and one-half (17.5) hours per week shall be counted at one-half (1/2) year seniority for each year.

**As of 8/12/24, for new hires, if two or more bargaining unit members have the same seniority date, their placement on the seniority list shall be determined by the sum of the individual's last four digits of the Social Security Number will be applied - with the greatest sum being most favorable.**

~~a lottery drawing of the names of the bargaining unit members. The drawing shall be held on or before the first day of the second semester. It will be conducted by the Assistant Superintendent for Human Resources and Legal Services and in the presence of the Association President. Each affected bargaining unit member will be invited to attend the drawing.~~

3. Seniority shall be lost for all purposes where:
  - (1) employment is terminated for any reason;
  - (2) a bargaining unit member does not return to employment within (5) days after an approved leave of absence expires;
  - (3) a bargaining unit member has been on layoff for more than three (3) years

D. Vacancies and Assignments

~~A bargaining unit member awarded a new position may return to her/his original position during the posting period of his/her former position, to a maximum of thirty (30) days.~~

\*See Appendix D

F. Layoff and Recall

1. Reduction of Staff

Reduction in the staff of the Kent Intermediate School District shall be based upon the principles of seniority, and qualifications, and shall be carried out within each department and/or section of the District.

**Preference may be given to staff with greater credentials relevant to the position, and/or those with successful lead teacher experience and/or supporting or collaborating with Early Childhood Special Education classrooms. No bargaining unit employee with a less than effective rating on the most recent performance evaluation shall be retained over an effective teacher with less seniority.**

Whenever it becomes necessary in the judgment of the School Board to reduce the number of support 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.

- a. The Assistant Superintendent for Human Resources & Legal Services and Training will meet with the Association President to discuss the proposed layoff;
- b. The Assistant Superintendent for Human Resources & Legal Services and Training and the Association President will attempt to reduce staff through attrition and/or voluntary layoff in the appropriate area(s);
- c. If reduction is still necessary, probationary bargaining unit members in the affected programs/areas shall be laid off in inverse order of seniority, **first taking into account relevant credentials**. Such bargaining unit members shall be given thirty (30) calendar days notice of layoff.
- d. If reduction is still necessary, non-probationary bargaining unit members in the affected programs/areas shall be laid off in inverse order of seniority. Such bargaining unit members shall be given thirty (30) calendar days notice of layoff.



2. Bumping

GSRP-TA bargaining unit members; if the bargaining unit member holds the necessary credentials of certification who are on layoff or reduced hour status shall have the option to bump into a comparable for which he/she has more seniority, provided they are not recalled to their current position by August 30<sup>th</sup> of the current fiscal year. Bargaining unit members placed on layoff status shall be eligible for recall for **one year** ~~three years~~ or the length of their service at the time of layoff, whichever is **less greater**.

3. Recall

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

- a. It shall be the responsibility of support personnel on layoff to keep the Kent Intermediate School District fully informed of an address, **email** and telephone number at which they may be reached should contact be necessary.
- b. Probationary personnel may be reinstated, upon request, at the sole discretion of the Superintendent.
- c. The Board will **attempt to** 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.

## Article VIII – General Working Conditions for Bargaining Unit Member

(Moved probation section up to Article VII)

### A. Work Day/Work Year

1. Work hours. A bargaining unit member's working day shall be the same hours as the normal (7) work hours at the buildings in which the bargaining unit member performs services. **The (7.5) hour day is inclusive of 7 paid work hours and a 30 minute unpaid lunch.** ~~There shall be a minimum of 45 minutes and a maximum of 60 minutes between student sessions. During that time between sessions, the bargaining unit~~

~~member shall have a thirty (30) minute duty free lunch break.~~ Each bargaining unit member shall be provided with a minimum of ten (10) minutes of time in the workday both before student time at the start of the day and after student time at the end of the day. 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 outside of the normal workday.

In the event that a building schedule does not allow for a minimum of 45 minutes or exceeds 60 minute maximum between each session, the parties agree to meet and explore a mutually acceptable solution.

2. Work Year. The work year for GSRP-AT shall be at least 172 days, which coincides with the student attendance year.
3. Bargaining unit members will be made aware of in-service days as listed on the school calendar.

Each year, upon approval of the school calendar, administration will inform the bargaining unit member which in-service day(s) they will be expected to attend during that year. Attendance at in-service may vary by building/program assignment.

4. Lunch periods. Each bargaining unit member shall have a duty-free period of thirty (30) minutes within the scheduled workday. Bargaining unit members whose schedules do not provide for said lunch period shall be paid for the additional time worked.
5. Overtime. Time and one-half (1-1/2) of the bargaining unit member's regular hourly rate of pay shall be paid for all hours in excess of forty (40) hours worked in any work week, provided that overtime pay shall not be pyramided. ~~The bargaining unit member and employer may mutually agree to allow compensatory time in lieu of paid overtime, provided such time is to be credited at time and one half (1 1/2), and does not accumulate past 240 hours, as outlined in the FLSA.~~

### C. Building Closing

1. In the event weather or other conditions necessitates the closing of an assigned building or program, bargaining unit members of that building will be informed via radio and television stations.

In addition, if the district or the building in which the program operates is closed for any reason other than professional development or district in-

service, bargaining unit members need not report. Consideration shall be given by administration to all requests from bargaining unit members to work in an alternate location when such closures occur. **In the event that Kent ISD is closed, but one or more local districts served by GSRP remain in session, the GSRP staff employed by Kent ISD will report to work at the assigned local district, as usual.**

2. In the event that a bargaining unit member is scheduled to participate in professional development or professional learning community meeting in another LEA or at KISD, bargaining unit members will follow the following closing policy:
  - a. If the location of the PD/PLC is open but the bargaining unit member's LEA building is closed, the bargaining unit member is only required to work during the scheduled hours of the planned PD/PLC.
  - b. If the location of the PD/PLC is closed but the bargaining unit member's LEA building is open, the PD/PLC will be cancelled and the bargaining unit member will report to their LEA for their normal work hours.
  - c. If the location of the PD/PLC and bargaining unit member's LEA building are both closed, the bargaining unit member need not report to either location.
  
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 insure the student instruction days/hours as required by law for the District to receive full State aid or comply with required days / hours of instruction. The parties have agreed to adjust the program calendars to conform with this section. If additional days/hours are necessary, the District and the Association will meet to extend the calendar/hours and such adjustments will be carried out without additional compensation to the extent such days/hours do not exceed the equivalent days/hours lost due to cancellations.**

E. Records and Reports

Each bargaining unit member is responsible for maintaining the proper files of services rendered and such permanent records as directed by the appropriate Supervisor **during work hours.**

K. Additional Time

1. 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. When necessary, as determined by the Administration, such time will be paid at the bargaining unit member's regular hourly rate, or overtime rate, whichever is appropriate. **It is expected and required that unit employees be in attendance for Parent-Teacher Conferences and Open Houses. In the event that bargaining unit members are required to attend additional events beyond the workday, they will be compensated at \$15 per hour.**

L. Bargaining Unit Member Protection/Assault

1. 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.~~
2. 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.
3. 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. ~~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. 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

### B. Salary Schedules

1. A bargaining unit member's hourly wages shall be determined by his placement on the attached salary schedule (See Appendix A).

~~Bargaining unit members shall receive one (1) step and a new salary schedule for the 2021-22 school year and a wage reopener in the 2023-24 school year.~~

**2024-25: Step + 4% on wage scale  
2025-26: Step + 3.5% on wage scale  
2026-27: Step + 3% on wage scale**



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

C. Merit Stipend

1. ~~A \$100 merit stipend shall be paid for Associate teachers that receive an overall rating of effective or higher on their annual evaluation.~~

D. Training

Mandatory meetings, committees, conferences, training sessions, parent conferences, and duties as assigned by the supervisor will be paid at the regular hourly rate. These hours must be approved in advance by the supervisor.

E. Long Term Substitute

When staffing needs for the GSRP classrooms leads to Associate instructors being assigned duties that are typically the responsibility of the Lead instructors, it is understood that this will result in "lead teacher" compensation for the associate staff, **provided the associate successfully fulfills all required functions of the Lead Teacher during that time.**

In the event that the associate teacher is assigned to the lead teacher responsibilities when the lead teacher position is vacant, there shall be no waiting period. When a lead teacher is assigned to the classroom, but is out for a short term absence and the associate teacher assumes the lead teacher responsibilities, he/she will begin to receive lead teacher compensation following a two (2) consecutive day waiting period.

It is also understood that not all Associate teachers have the desire and/or experience to assume the lead teacher role. As a result, this shall apply only to those associate teachers who have been assigned and accepted the lead teacher responsibilities.

## H. Insurance

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

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

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

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

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

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

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

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

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

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

**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.

F. Dental Insurance

- a. **Employer paid single subscriber SET-SEG/ADN Dental Basic 70%-100% (10% incentive plan), Major 80%, Deductible \$50, Annual Max \$2,000, Ortho \$1500 per person lifetime maximum**
- b. ~~SET-SEG/ADN Dental Basic 50%, Major 50%, Deductible \$50, Annual Max \$2,000, Ortho \$1500 per person lifetime maximum~~

G. Optional Vision Insurance

Employer paid single subscriber vision coverage (same as non-union coverage.)

~~CPI (Consumer Price Index) begins on January 1 of each year.~~

- ~~1. Associate teachers will be offered the WMHIP single subscriber health insurance subject to the current annual cap on employer contributions. Cash in lieu of insurance will be offered at the rate of 75% of the single subscriber cap. Associate teachers will be offered the option to purchase non-medical benefits through SET SEG.~~

~~2. Health Insurance Options~~

- a. ~~WMHIP PPO  
\$500/\$1000 deductible; 10% co-insurance~~
- b. ~~WMHIP Flexible Blue 2  
\$1350/\$2700 deductible~~
- c. ~~WMHIP Flexible Blue 3  
\$2000/\$4000 deductible~~
- d. ~~WMHIP Simply Blue  
\$1350/\$2700 deductible; 20% co-insurance~~
- e. ~~No Medical  
Cash in lieu of insurance annual amount (prorated for partial year)~~

### ~~3. Optional Dental & Vision Coverages~~

- ~~a. SET SEG/ADN Dental Basic 70% 100% (10% incentive plan),  
Major 80%, Deductible \$50, Annual Max \$2,000, Ortho \$1500 per  
person lifetime maximum~~
- ~~b. SET SEG/ADN Dental Basic 50%, Major 50%, Deductible \$50,  
Annual Max \$2,000, Ortho \$1500 per person lifetime maximum~~
- ~~d. SET SEG/ADN Vision~~

#### I. Continuing Education

~~Bargaining unit members shall be given access to any two (2) courses per year offered at the Kent Intermediate School District, subject to administrative approval.~~

~~All other opportunities for training, classes, etc., will be available to bargaining unit members as are available through learning and growth activities to other classified non-bargaining unit staff.~~

~~Bargaining unit members will be reimbursed for courses taken through adult education programs, or college level credits, up to three (3) credits per year, for job related course work, if requested by the administration.~~

~~Bargaining unit members will receive reimbursement for classes taken provided they receive a passing grade of "C" or above.~~

~~If there are any changes in laws affecting the education or certification requirements of the bargaining unit members, the parties agree to work collectively to resolve the resulting issues.~~

~~Unless prohibited by the grant, reimbursement for the cost of completing SCECHs shall be paid by the district upon documentation of successful completion of approved course work. Approved SCECHs will be in a topic related to the bargaining unit member's employment. Reimbursement will be paid for up to five (5) SCECHs per school year.~~

#### J. Automobile Travel Costs

~~Mileage allowances will be in accordance with the current rate approved by the Internal Revenue Service. A monthly travel record, by the odometer and places of visitation, is required.~~



K. Conference Leave and Expense

~~Bargaining unit members may 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 Director of Early Childhood. Additional conferences/conventions may be attended provided there are sufficient funds to provide for said, as determined by the Administration. Reimbursement for travel expense to such conference shall be allowed as follows:~~

- ~~a. — The rate of reimbursement for automobile travel shall be based upon the actual mileage (not to exceed 2,000 actual miles) times the current IRS mileage rate. Provide their own transportation and only one person per vehicle is eligible for reimbursement.~~
- ~~b. — Staff member using commercial travel for conference attendance should have the ticket purchases preapproved by his/her supervisor.~~

L. Sick/PTO Severance Payout

Kent Intermediate School District will pay, upon retirement, to each bargaining unit member who has 5 (five) years of continuous service, ~~\$50~~ ~~\$30.00~~ per day for unused sick leave up to 100 days.

**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 15<sup>th</sup> of the year of retirement. Mid-school year retirements are not eligible, unless the parties mutually agree to an exception.**

## Article X – Leave Provisions

B. Personal Leave

Each bargaining unit member will be allowed three (3) 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. Personal days may be taken in ½ day increments No more than five (5) individuals per program will be allowed to take personal business leave on any one student day/date. When building administrators deem it viable they may exceed the above guideline, **including using the three days consecutively.**

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

Personal days may not be used immediately before or after a holiday or vacation period. Personal days will be allowed at the discretion of the supervisor at all other times of the year.

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:

1. Seventy-five dollars (\$75.00) per individual per day,
2. Day for day transfer into the bargaining unit member's accumulated sick leave.

#### 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.**

~~Immediate family shall include only the spouse, child, grandchild, father, mother, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather-in-law, grandmother-in-law, aunts, uncles, cousins, nieces, and nephews of the bargaining unit member. 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.~~

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

D. Paid Holidays

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

Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Day before Christmas  
Christmas Day  
Day after Christmas  
New Year's Eve  
New Years Day  
**Friday before Spring Break (if not a scheduled work day)**  
Memorial Day (if it falls within the GSRP calendar)

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.

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 shown below:** ~~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.**

- a. Sick Leave Deduction: The bargaining unit member shall have the right to use his/her accumulated sick leave to supplement the difference between their Worker's Compensation benefits and their current salary. A pro-rata deduction of a portion of a sick leave day shall be made for the salary differential paid pursuant to the above (e.g., if daily salary is \$100.00 less daily Worker's Compensation amount of \$70.00, then salary differential owed by Employer is \$30.00, which would result in the deduction of 3/10ths of a sick leave day.)
  - b. Compensation shall not exceed the difference between his/her normal wage prior to Worker's Compensation benefits and the actual benefits paid under the provisions of said Worker's Compensation Act.
  - c. Bargaining unit members will reimburse the Kent Intermediate School District for any additional sick leave as outlined in A. above within thirty (30) days of his/her return to work.
  - d. Kent Intermediate School District will reimburse the bargaining unit member for any additional sick leave pay as outlined in A. above within thirty (30) days of his/her return to work.
2. **Right to return to work**: A bargaining unit member who is on leave as a result of a work-related disability shall be reinstated upon receipt of doctors notification, in that bargaining unit member's former position or providing that the position is still being offered by the services of KISD.

**J. Sick Leave Donation Protocol Bank**

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

1. The intent of the sick leave **donation protocol bank** ~~(elb)~~ 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 employee** ~~KIEA professional or educational support personnel wishing to request donated 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:
  - b. 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.
  - c. 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).
  - d. 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.
  - e. Re-evaluation of the bargaining unit member's circumstances may occur after 15-20 days per the union or the administration request. At this time there may be one more request for days. After there are two requests, no more will be made unless there are extenuating circumstances.
2. Donation of Sick Days by Bargaining Unit Members
- a. Up to 2 sick days per year/per bargaining unit member may be donated.
  - b. Members must have accumulated a minimum of twenty (20) sick days in order to donate ~~to the Sick Bank~~.
3. Administration of **Donation Protocol Sick Leave Bank**  
The donation and usage of sick leave donations will be monitored and maintained by The District.
- a. 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.



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 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 shall~~ be granted a medical leave of absence without pay for the duration of such illness or disability, up to a total of one (1) calendar year provided that this period may be extended at the sole discretion of the Board ~~up to the number of years of service of such bargaining unit member in the District.~~
2. Any application for Medical Leave shall be in writing and be supported by a doctor's statement if requested by the Superintendent.

### B. Other Leaves Without Pay

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

D. Fringe Benefit Continuation

~~The insurance premiums provided under the terms of Article IX, Paragraph E. above shall be paid for support 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 student 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. Added under FMLA~~

E. Family Medical Leave Act (FMLA) (updated)

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

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

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

serious health condition or the employee is needed to care for a spouse, child or parent with a serious health condition.

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

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

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

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

7. Entitlement for child care or bonding leave ends after the child reaches the age of one (1) year or 12 months after the adoption or placement of the child. Employees may not use FMLA leave for bonding leave or new placement of a child intermittently or to work a reduced schedule without the District's prior approval. The mother shall be entitled to up to 30 days of paid leave for a normal birth (up to 40 days for cesarean birth) to the extent she has sick days available in her sick leave bank. The father in such case may use up to 10 paid days from his sick leave bank, to the extent he has sick days available. In the event that medical complications require a longer leave for the illness of a spouse, up to 30 additional sick days, if available, may be used for that spouse's personal illness upon providing the District with medical documentation requiring such additional leave.



8. In the event that an employee will require intermittent or reduced leave under the terms of the FMLA due to planned medical treatment, the District will work with the employee to arrange a mutually agreeable leave schedule according to the provisions of the FMLA. The employee must consult with the District and make a reasonable effort to schedule planned medical treatment so as not to disrupt unduly the District's operations, subject to the approval of the health care provider.

9. Upon the employee's return from leave, he/she will be restored either to the same position of employment previously held or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. Assignment of the employee will be the decision of the Board.

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

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

Seniority will continue to accrue during the leave.

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

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

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

- ~~1. the serious health condition of the bargaining unit member; or~~
- ~~2. the serious health condition of the bargaining unit member's spouse, parent or child; or~~
- ~~3. the birth of a child; or~~

~~4. the placement of a child for adoption or foster care.~~

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

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

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

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

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

~~Seniority shall continue to accrue during the FMLA Leave.~~

~~The bargaining unit member shall have the right to take the Leave on a reduced or intermittent schedule.~~

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

## Article XV – 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 C – Performance Appraisal (outdated, **remove – ~~strikeout~~**)

Appendix E – Update Appendix alphabetic letter based on any changes in Appendix items above

