

KENT INTERMEDIATE SCHOOL DISTRICT

-and-

KIEA- Great Start Readiness Program Instructors (GSRP-L)

EMPLOYER PACKAGE PROPOSAL #3

5-31-24

David Rogers
5-31-24

JA

Stan Serba
5/3/24

Audra Maycroft
5/31/24

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

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

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

Article III – Board Rights and Responsibilities

G. Terms of Agreement

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connections therewith shall be limited by and subject to the specific and express terms of this Agreement.

1. The Employer will honor (will not violate) all bargaining unit members' legal rights and privileges.
2. Changes in Board policy will be disseminated in the current manner. Changes will be forwarded to the Association president and secretary.
3. E-Mail will be used to inform Kent ISD staff of changes to Board policies. Staff will be directed to the Kent ISD "Intranet Site" for new and updated policies.
4. **The staff handbook may not supersede provisions of this Master Agreement.**

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, 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~~.
3. Existing bulletin board space shall be made available to the Association to post notices of a non-political nature. The Association shall be allowed to distribute materials provided the building administrator is kept informed of the Association member(s) designated the responsibility for such distribution.

D. Information

The Board agrees to furnish to the Association, 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 shall be responsive to requests from the Association for information regarding bargaining unit members (including hires, resignations and reassignments,) not to exceed once per month.**

G. Association Business/Leave

1.
 - b. Prior authorization from the Administration must be obtained. Requests for Association leave will be submitted in writing five (5) work days in advance through the immediate supervisor. All requests must be signed by the Association President and Assistant Superintendent - Human Resources and **Legal Services Training**. The request will state the date(s) to be absent, the person(s) requesting use of Association leave, the length of time the Association leave will require absence from the job.

(NEW)

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

Article V – Grievance Procedure

D. Level 1 (Verbal)

An aggrieved shall, within ten (10) days after the facts giving rise to the grievance have first occurred, or when the alleged grievance first became 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. Matters Not Subject to Grievance Shall Include:

1. **Discipline, termination of services or failure to reemploy any probationary unit employee.**
2. **Evaluation of probationary unit member**
3. **Any matters subject to the Michigan Teacher Tenure Act, as revised.**
4. **Any decisions regarding selection or assignment of extra-duty positions.**

N. General Provisions

(New)

- 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, ~~ereed~~, 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(a)

Bargaining unit member may request the presence of an Association Representative when being reprimanded subject to the following procedure:

Verbal Communication

- i. Nothing contained herein shall prevent verbal communication between administrators and bargaining unit members. The bargaining unit member retains the right to Association Representation. The administration has the right to request Association Representation for the bargaining unit member, however, the member has the right to refuse representation.
- ii. Such contacts including commendation, praise, questioning, suggesting, directing, reminding and correcting shall be termed casual, will not include the presence of an Association member, and will be limited in duration to avoid disruption to the staff member's teaching and preparation duties. **A reasonable effort will be made to hold such meetings outside of student contact time.**
- iii. Administrators must inform a member when any documentation of verbal reprimands are placed in a members file.

2(d)

Discipline ~~Just Cause~~ and Grievance

- i. No bargaining unit member shall be reprimanded or suspended without pay **for reasons that are arbitrary or capricious** ~~without just cause.~~
- ii. Reprimands issued under this Article may be the subject of a grievance within the terms and conditions of the professional grievance procedure set forth in Article V of this Agreement.
- iii. No probationary or non-tenure bargaining unit members shall be discharged without due process.

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

- 7. The parties agree to meet annually to meet and confer on the evaluation tool, providing the unit members an opportunity to provide input and feedback.**

Article VII – Seniority, Layoff and Recall

(Some topics in this article that may be better in other Articles?)

E. Individual Contracts

1. Each bargaining unit member shall be employed pursuant to a written contract. Each contract shall state the terms of employment, including salary and length of employment.
2. It is understood that the Board reserves the right to use its sole discretion to assign and/or transfer bargaining unit members to job assignments, provided the bargaining unit member shall be given an opportunity to be heard before being assigned or transferred to another department, and provided further, that any such transfer or assignment or request thereof shall be made by the Superintendent or appropriate Director.
 - a. **In the event that a bargaining unit member is required to move to another site after the school year has begun, two non-student days shall be provided to allow the staff member being reassigned to pack, move and set-up. The bargaining unit member will be provide access to the new work location as soon as it is feasible.**
 - b. **The GSRP administration shall provide an annual opportunity for unit members to voluntarily submit a notice of preference for assignment consideration. The administration will give consideration to such preference during that period. Preferences will be discarded following each one-year cycle.**

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

1. ~~A bargaining unit member shall elect in writing prior to the first payroll period of the school year beginning in September whether the salary shall be paid in 22 or 26 biweekly installments.~~

A bargaining unit member shall beginning in August 2024 be paid in 26 biweekly installments. Salary and installments shall be prorated for less employment that is less than a full school year.

2. ~~The election, once made, shall be irrevocable for that year, except that a bargaining unit member may elect to receive all earned salary in the final pay check of the fiscal year, in which the salary was earned, if the bargaining unit member has filed a written request with the Associate Superintendent for Administrative Services prior to May 1st of the fiscal year.~~

~~F. C. Extended Periods of Employment~~

- ~~1. The Board shall attempt to provide extended employment opportunities during the summer months, to bargaining unit members covered by this Agreement.~~
- ~~2. Notices of any such summer work opportunities, including the rate of pay, will be posted by appropriate Administrative personnel, including Department Supervisors, within three (3) school days of knowledge of such opportunities, with a copy of such notice being sent to the President of the Association.~~
- ~~3. It is understood that in selecting the particular bargaining unit members who are to be offered extended contracts or other comparable professional summer employment, the criteria utilized shall include competence, experience and years of service, and that other things being equal, bargaining unit members with the most service shall be given preference.~~
- ~~4. During the period of any such extended employment, the terms of this Agreement shall be applicable only with respect to any extended work period in the same position as held during the school year.~~

G. D. Reduction of Staff

Whenever it becomes necessary to reduce the number of professional personnel (Article II.A.1. of this Agreement) on the staff of the Kent Intermediate School District because of insufficient funds, decreases in student enrollment, lack of work, changes in the educational and administrative programs of the District, or for other reasons, or to recall staff from layoff, the following procedures shall be followed in making such a reduction:

Reduction in the staff of the Kent Intermediate School District shall be based upon the principles of seniority, certification and/or approval*, and qualifications, where applicable, and shall be carried out within each department and/or section of the District. **Preference may be given to staff with ZA/ZS endorsements and/or those with successful experience supporting or collaborating with Early Childhood Special Education classrooms. No bargaining unit teacher with a less than effective rating on the most recent performance evaluation shall be retained over an effective teacher with less seniority.**

(NEW)

H. E. Probationary Period (Lacking any clear reference?)

- 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 employee 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. Unit members with the same date of hire / Board approval will be placed on the list based on the sum of the last four digits of the unit employee's social security number with the unit member having the largest sum being the most favorable.

I. F. Seniority

1. Part-time employment of **0.5 FTE** ~~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 **0.5 FTE** ~~seventeen and one half (17.5) hours per week~~ shall not be counted.

J. G. Reduction Process

1. In the event it becomes necessary to reduce staff, the Board shall issue layoff notices to those individuals who are lowest on the seniority list for that department/section as defined in **D E.1.** above.

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

K. H. Recall

4. Professional personnel on layoff must accept any full-time Professional position offered for which they are qualified and certified/approved within **two (2)** ~~ten (10)~~ calendar days after such offer has been **made via email and phone** ~~mailed by certified mail~~ to the last known **contact information address**.
5. Professional personnel who fail to accept an offered full-time Professional position within **two (2)** ~~ten (10)~~ calendar days after such offer has been **made** ~~mailed~~ shall be considered to have forfeited their rights to recall with the Kent Intermediate School District.

~~I. Vacancies~~

~~Notice of internal vacancies with building assignments will be emailed to GSRP personnel prior to external posting.~~

Article VIII – General Working Conditions for Bargaining Unit Member

L. Work Day

1. 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. ~~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 period within the normal workday.

4. Any deviation from the general work schedule to attend special meetings or conferences or out-of-KISD meetings (trips) must be approved by the Department Supervisor and the **Assistant Superintendent**.

M. 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. **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 expected to be present for other events beyond the workday, such time will be compensated at a rate of \$24 per hour.**

C. Building Closing

1. In the event weather or other conditions necessitates the closing of an assigned building or program, bargaining unit members of that building or program will be informed via 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 member need not report to **that location**. 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 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 Kent ISD, 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.
3. Periodically, the schedule of the hosting district may result in a planned building closures on what is otherwise a scheduled workday for GSRP staff members. When this occurs, the program supervisor or Director of Early Childhood should be notified and he/she will work with the hosting district to arrange for building access. In the event that building access cannot be arranged, staff will be expected to work remotely for purposes of lesson planning, professional development, parent contacts and staff collaboration. Remote instruction will not be required unless previously arranged.
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.

G. Material Purchase

In order for the Board to pay the cost of any materials to be used in the bargaining unit member's work, such materials must be purchased on an official purchase order form approved by the department supervisor or by other arrangements. **The administration will make a good faith attempt to issue a purchase card to lead teachers designated to have one within 30 working days.**

L. Bargaining Unit Member Protection/Assault

If a bargaining unit member, acting in the line of duty, is assaulted, the incident shall be immediately reported to the School Board or its representative. The School Board shall provide ~~legal~~ assistance to the bargaining unit member in connection with handling of the incident **which may include legal counsel if the District is subject to legal action as a result of the incident.** ~~Such assistance shall include the provision of legal counsel~~

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

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

During the first twelve (12) months from initial injury by a student, if a bargaining unit member is qualified for workers' compensation; there shall be no interruption

in the following benefits: health/medical insurance, dental and vision reimbursement, life insurance and seniority, subject to the required employee contributions. Employees shall not earn compensable leave days during a compensable Worker's Compensation illness, injury or disability.

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

K. Staff Meetings

Administration reserves the right to call a staff meeting during the normal workday. Any meeting that is scheduled outside the normal workday shall be paid at the appropriate rate of pay, regular or overtime. **Staff meetings will be limited to one per month.**

Article IX – Professional Compensation and Benefits

A. Salary

(Agree to delete Step 1 without adding additional steps)

1. The salaries of bargaining unit members covered by this Agreement are set forth in the salary schedules attached hereto. Bargaining unit members shall receive ~~one (1) step and 2.75% salary increase on schedule for the 2018-19 school year and a wage reopener in the 2019-20 school year.~~

**2024-25: Step + 4.0% on wage scale
2025-26: Step + 3.5% on wage scale
2026-27: Step + 3.0% on wage scale**
2. The salary schedules are based on a contractual period of 172 work days.
3. Salaries for additional periods shall be as determined by the Board for the particular services involved. It is understood that the rate of compensation for any extended work period in the same position for which professional personnel are employed during the school year shall be at a prorata amount, otherwise, the provisions of VIII B.1. ~~VII.C.2.~~ shall apply to other ~~extended~~ work periods.

C. Salary Schedules

1. A bargaining unit member's salary shall be determined by his placement on the attached salary schedule. See Appendix A.
2. A bargaining unit member's placement on the schedule will depend upon his/her academic degree and the number of years' experience in his/her particular specialization, or in an approved related field, as determined by the Board. **A unit member on a compliance plan must be placed on the BA schedule.**
3. ~~A \$150.00 merit stipend for Lead Teachers that receive an overall rating of effective or higher will be paid at the end of the school year.~~

(replace #3 with)

For subsequent school years following the first school year spent at the top step of the salary schedule, the following payments will take place off schedule, and be paid in June:

- **1st such year after the top step - \$1200**
 - **2nd such year after the top step - \$1300**
 - **3rd such year after the top step - \$1400**
 - **Increasing each such year by \$100 as shown above, not to exceed a maximum of \$3,000.**
4. A \$500.00 off schedule bonus will be paid to Lead Teachers achieving MA +30 or MA +MA.
 5. Bargaining unit members achieving a doctoral degree will receive a \$1,000.00 doctoral bonus.

D. Salaries for New Bargaining Unit Members

1. A bargaining unit member who has had no experience in his specialization, or in an approved related field, shall receive the salary at Step 1.
2. Instructors with previous GSRP experience shall be granted one step for every two years of GSRP teaching experience. **For this purpose of this analysis, "GSRP experience" may include substantially similar preschool experience as determined by the administration.**

F. Insurance

Effective August 12, 2024, the Employer shall pay not more per month towards the medical plan than the following amount: \$641.90 single. GSRP lead instructors will receive up to \$8,500 annually toward the purchase of health insurance for two-person or full family plans. 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 single subscriber 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

ADN Dental
100/100/90/85

Deductible \$50 Individual
\$2500 Individual Annual Maximum
\$1500 Individual Ortho Lifetime Maximum

G. Vision Insurance

EyeMed Union Vision
Examination and lenses covered
Coverage - Frames up to \$130 or Contact Lenses 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 – \$7,000.00

~~1. Effective January 1, 2019, GSRP Lead health insurance will be offered through West Michigan Health Insurance Pool (WMHIP). GSRP instructors will receive up to \$8,500 toward the purchase of health insurance for two person and full family plans. Single subscriber will receive the single subscriber CPI. The CPI will be adjusted in January.~~

- a. ~~GSRP Lead Teachers electing cash in lieu of medical insurance (CILO) will receive 75% of the single subscriber cap.~~

2. ~~Health Insurance Options~~

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

- b. ~~WMHIP Flexible Blue 2~~
 - ~~\$1350/\$2700 deductible~~
 - ~~Dental and Vision~~
 - ~~— Life & Long Term Disability~~

- c. ~~WMHIP Flexible Blue 3~~
 - ~~\$2000/\$4000 deductible~~
 - ~~Dental and Vision~~
 - ~~— Life & Long Term Disability~~

- d. ~~WMHIP Simply Blue~~
 - ~~\$1350/\$2700 deductible; 20% co-insurance~~
 - ~~Dental and Vision~~
 - ~~— Life & Long Term Disability~~

- e. ~~No Medical~~
 - ~~Cash in lieu of insurance annual amount (prorated for partial year)~~
 - ~~Dental and Vision~~
 - ~~— Life & Long Term Disability~~

3. ~~Dental & Vision Coverages~~

- a. ~~SET-SEG/ADN Dental 100 preventive/100 basic/90 major/85 ortho (Annual limit \$2500) (Ortho Lifetime limit \$1500)~~
- b. ~~SET-SEG/ADN Vision — Union plan~~

4. ~~Life & Long Term Disability~~

- a. ~~Life Insurance Benefit 1 times salary (capped at \$50,000)~~
- b. ~~LTD Benefit Coverage 66 2/3%; qualifying period 3 months~~

G. Sick/Personal Day Severance Payout

Kent Intermediate School District will pay, upon retirement, to each bargaining unit member who has five (5) years of continuous service:

- a. \$35 for up to 75 50 days
- b. ~~\$45 for 51 to 100 days~~
- c. \$50 for 76 101 to 200 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 15th of the year of retirement. Mid-school year retirements are not eligible, unless the parties mutually agree to an exception.

~~I. Conference Leave and Expense~~

~~1. Bargaining unit members shall be permitted to attend one (1) conference or convention (per year) which may be called by the Michigan Department of Education, or its agents, or by a comparable professional society, for which attendance by the bargaining unit member is compulsory in the opinion of the Superintendent or Assistant Superintendent. Reimbursement for travel expenses to such conference shall be allowed as follows:~~

~~a. The rate of reimbursement for automobile travel using the staff member's personal vehicle shall be based upon the actual mileage (not to exceed 2,000 actual miles) times the current IRS mileage. Provided their own transportation and only one person per vehicle is eligible for reimbursement.~~

~~b. Staff members using commercial travel for conference attendance should have the ticket purchase preapproved by his/her supervisor.~~

~~J. Continuing Education~~

~~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.~~

Article X – Leave Provisions

B. Sick Leave Bank Donation Protocol

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

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

- a. A ~~KIEA professional or educational support personnel~~ **unit employee** 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:~~
 - b. Type of illness with a doctor's verification that the member is unfit to
 - c. return to work. This verification must include the length of time the bargaining unit member may be off work.
 - d. 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).
 - e. 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.
 - f. Re-evaluation of the bargaining unit member's circumstances may occur after 15-20 days per the union or the administration request. At this time there may be one more request for days. After there are two requests, no more will be made unless there are extenuating circumstances.
2. Donation of Sick Days by Bargaining Unit Members
- a. Up to 2 sick days per year/per bargaining unit member may be donated.
 - b. Members must have accumulated a minimum of twenty (20) sick days in order to donate ~~to the Sick Bank~~.
3. Administration of Sick Leave **Donation Protocol Bank**

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

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

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

D. Personal Leave

- ~~3. When, on November 15 or the day prior to spring break, more than five (5) individuals per building request personal leave, a lottery will be used for the selection process. The same individuals are eligible only once every three (3) years. All names are submitted to the GSRP L President and a lottery is held by November 1st and March 1st or the first business day thereafter if this date falls on a weekend. No names will be considered beyond the dates even if the slots are not filled.~~

(New) Unless misuse is suspected or a request is not made in advance, staff do not have to disclose the reason for the personal day.

G. Bereavement

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

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

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

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

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

K. 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 Workers 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.

Article XI – Unpaid Leaves of Absence

A. Medical Leave

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

B. Other Leaves Without Pay

1. A leave of absence without pay and without credit on the salary schedule may be granted at the Board's discretion subject to the conditions outlined in Section C. of this Article.
2. A child care leave of absence without pay to care for children, **including child bonding as defined by law**, not to exceed three (3) months duration, shall be granted to bargaining unit members under the following terms:

~~D. Fringe Benefit Continuation~~

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

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

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:~~

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

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

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

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

~~Staff members who qualify for FMLA due to child birth shall be eligible to use accrued paid leave for 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 days written notice of the request for the Leave. In non-emergency situations, the bargaining unit member shall complete the forms for a FMLA Leave prior to taking the Leave.~~

Article XVI – Duration of Agreement

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.

A. Duration

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~~.

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)

