

**KENT INTERMEDIATE SCHOOL DISTRICT**

**-and-**

**KIEA – CTE SPECIALISTS**

**EMPLOYER PACKAGE PROPOSAL**

5-21-24

TA  
5-21-24  
Drew Rogers  
Katie Kelley

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.

*[Handwritten signature]*

**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, including:

- a. Career Technical Education Specialists (CTE Specialists)/Interpreters
- b. ~~Job Skills Trainers~~
- c. ~~Vocational Assessment Technicians~~

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.

2. The term "bargaining unit member" when used hereinafter in this Agreement shall refer solely to those bargaining unit members represented by the Association in the bargaining unit defined in A.1. above.

3. The term "Board" shall include its officers and agents, including the Superintendent and his designees.

## Article III – Board Rights and Responsibilities

### B. 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 and furtherance thereof, and the use of judgment and discretion in connection 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 the Board policy will be disseminated in the current manner. Changes will be forwarded to the Association president and secretary.
3. **Email Outlook may** will be used to inform Kent ISD staff of changes to Board policies. Staff ~~will be directed to "https://intranet.kentisd.org"~~ **for have access to** new and updated policies at [www.kentisd.org](http://www.kentisd.org) .

## Article IV – Association Privileges

### H. Association Business/Leave

1. The Board agrees that it may be necessary for officers or agents of the Local Association to conduct Association business during working hours. This will be allowed subject to the following provisions:
  - a. A maximum of seven (7) Association leave days will be allowed per school year for KIEA use with no deduction in pay pursuant to all applicable cost reimbursement requirements.

An additional six (6) work days total may be requested by the bargaining unit members to attend the annual MEA Conference. Each member may request no more than two (2) days for conference attendance.

- b. Prior authorization from the Administration must be obtained. Requests for Association leave will be submitted in writing five (5) workdays in advance through the immediate supervisor. All requests must be signed by the Association President and ~~Associate Assistant~~ Superintendent of Human Resources & Legal

Services. 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.

- c. Unused days are not cumulative and may not be used in another contract year.
  - d. No one individual will be absent from a classroom/student caseload assignment more than five (5) work days per school year while on Association leave.
  - e. Association days shall not be used during scheduled conference times, open house meetings, orientation/in-service days, or immediately before or after holiday and vacation periods.
  - f. Persons who are not bargaining unit members of the Board shall obtain prior approval of the Superintendent or his representative before conducting any Association business during the normal working hours of the bargaining unit member. Such approval shall not be unreasonably withheld.
2. Released time for Association Meetings. The Association shall have the right to schedule two (2) membership meetings per year during the workday. All bargaining unit members scheduled to work at such time shall be released with pay for attendance at such meeting(s). Said meetings shall be no longer than 1 ½ hours at any one time, shall be scheduled at a time to minimize disruption, and shall be arranged at least five (5) days in advance.
3. No one individual will be absent from the classroom/student case load assignment more than five (5) work days per school year while on association leave.
4. **It is understood that, subject to ORS requirements, service credit for union release time may be subject to the Association or employee reimbursing Kent ISD for the employer's ORS costs for that amount of release time each school year.**

## Article V – Grievance Procedure

### D. Level 1 (Verbal)

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

### E. Level 2 (Immediate Supervisor)

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

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

### 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 **them 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 his basic position.

M. (add #10)

10. **Any grievance which arose prior to the effective date of this agreement shall not be processed under this agreement, unless mutually agreed to by the parties.**

Article VI – Individual Bargaining Unit Member Privileges and Responsibilities

A. Civil Rights

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

C. Bargaining Unit Member Records

Upon appointment, bargaining unit members shall have access to their personnel files to review any document prepared by the bargaining unit member, college transcripts, progress evaluation forms prepared by the principal or supervisor, and information which is not received as privileged, confidential or considered as such according to law. ~~Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.~~ **A bargaining unit member will be notified via email if a person other than the supervising administrator or Human Resources team member requests access to their personnel file and whether that access was granted.**

D 2(d)

d. Discipline Just Cause and Grievance

- (1) No non-probationary bargaining unit member shall be disciplined **for reason 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; 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 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.

2. Each bargaining unit member must maintain the necessary good physical and mental health to adequately provide the respective service.
3. Written evidence of such good physical and mental health may be requested by the Board from physicians of the Board's choosing, but the cost of any such examination to prove good health, will be paid by the Board.
4. Bargaining unit members shall provide proof of freedom from tuberculosis, **where required**.
5. The Board shall continue its practice of providing, at no cost to the bargaining unit member, the necessary protective equipment, clothing and devices for the safe pursuit of the bargaining unit member's assigned duties.

F. Bargaining Unit Member Evaluation

1. Each non-probationary bargaining unit member will be evaluated 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 **(or via email) in September of the year of evaluation.** ~~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.
2. All monitoring ~~or observations~~, including the use of closed circuit television, audio systems, and similar devices when used for evaluation, shall be conducted openly and with the full knowledge and consent of the bargaining unit member at a mutually acceptable time. **Conducting observations does not require consent unless the observation involves recording or technology as described above.**
3. Each bargaining unit member shall be given a copy of the evaluation form prior to any formal evaluation or observation. Bargaining unit members shall also receive a copy of the written evaluation at the time of the

personal conference following the evaluation. In the event a bargaining unit member disagrees with any evaluation, the bargaining unit member may put his/her objections in writing and shall have them attached to the evaluation report for the personnel file.

4. If a bargaining unit member, after receiving suggestions for improvement and a reasonable degree of assistance to correct any deficiencies, fails to correct the deficiencies or perform his/her assignments in a satisfactory manner, then non-renewal or dismissal procedures may be invoked. However, if any deficiency previously noted in earlier evaluations fails to appear in subsequent evaluations, then the bargaining unit member shall consider sufficient improvement/correction was made.
5. The performance of probationary bargaining unit members shall be observed no less than two times during the probationary period with a written evaluation after each evaluation.
6. A bargaining unit member shall review and sign all evaluation materials that are to be included in the personnel files. Such signing does not necessarily indicate agreement, and the bargaining unit member may submit any written statement in regard to such materials.
7. The content of any evaluation is not subject to arbitration.
8. ~~Each bargaining unit member shall receive a \$200.00 merit pay annually for an evaluation which is greater than ineffective. The merit pay will be based on the current school year's evaluation and paid on the last pay in June. In the absence of an evaluation the employee is deemed effective.~~

G. Job Descriptions

New or significantly changed job descriptions will be developed with input from staff and ~~reviewed within sixty (60) days of the start of the school year. The job descriptions will be distributed to all current bargaining unit members and new hires by the employer.~~ **The administration will make a good faith effort to keep the Association president apprised of substantive changes to such job descriptions.** The job descriptions will include at a minimum:

- a. Job title and description
- b. Minimum requirements
- c. Specific statement of required tasks and responsibilities
- d. Additional job-related qualifications may be added to the job description as they directly pertain to the specific vocational area needs.



## Article VII – Seniority, Layoff and Recall

### 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.
3. If two or more bargaining unit members have the same seniority date, their placement on the seniority list shall be determined by 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. **As of 9/1/24, for new hires having the same seniority date, the sum of the individual's last four digits of the Social Security Number will be applied - with the greatest sum being most favorable.**
4. 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

### B. Seniority Lists

The Board shall maintain a list indicating seniority. This list shall be available to the Association by February 15<sup>th</sup> of the fiscal year.

~~Additionally, the Board shall prepare a seniority list by either department or section showing support personnel who are currently working in that department/section, ranked by seniority. This shall be known as the "A" list. A seniority list (known as the "B" list) shall be prepared showing support personnel who are approved to work in a department or section other than the department or section to which they are currently assigned. These lists shall also be available to the Association by February 15<sup>th</sup> of the fiscal year.~~

Each support staff bargaining unit member shall have five (5) work days to request any appropriate correction in the seniority list should the bargaining unit member believe that information contained therein is inaccurate. The final decision as to accuracy of information contained on the seniority list shall be left to the Superintendent. If no request is made within five (5) work days, this shall constitute a waiver of a bargaining unit member's right to change or correction.

~~CTE Specialists staff members will maintain separate seniority lists. Movement between units/classification is not permitted.~~

C. Vacancies and Assignments

1. Vacancies or newly created positions within the bargaining unit shall be posted for a period of ten (10) days prior to the position being permanently filled. Those applying who meet the specified qualifications will be interviewed. The Board, however, may set aside the ten (10) days if there is an urgent need to fill the position. Vacancy notices shall be emailed to all staff, **and posted on the district website, bulletin boards in each district building along with a copy of such posting to the association.**
2. ~~All bargaining unit members will be notified in writing, and given opportunity to apply for any vacancies or newly created positions at least three (3) days prior to external posting of the position.~~
3. Should a change in assignment be necessitated, the affected bargaining unit member shall be notified as soon as practical.
4. Association members in "good standing" who apply for any position posted by the Board will be given priority consideration in hiring if properly qualified for the position, provided they meet the stated qualifications.
5. 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, **if mutually agreed upon by the unit employee and the administration.**

D. Extended Periods of Employment

1. In the event that extended employment opportunities exist during the summer months, the Board shall first offer said employment to bargaining unit members covered by this Agreement before being offered to individuals outside this Association.
2. Bargaining unit members interested in summer work opportunities are to notify the Assistant Superintendent of Human Resources and Legal Services of such interest by May 30<sup>th</sup> each year. Additionally, bargaining unit members are to designate either voice mail or U.S. mail for such notices.
3. Notice of any such summer work opportunities, including the rate of pay, will be provided to those interested, as outlined in #2. above 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.
4. It is understood that in selecting the particular bargaining unit members who are to be offered other comparable 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.
5. 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.
6. Additionally, bargaining unit members may have the first opportunity to work in their respective labs/work areas for the purpose of updating and/or repairing equipment and/or supplies in preparation for the ensuing school year.
7. Bargaining unit members who are **selected as advisors or co-advisors to KCTC student organizations** (~~currently Skills USA, HOSA and MITES~~) will be compensated at **the fee rate designated for the respective role within the KIEA agreement.** ~~a flat fee of \$400 per organization, per school year. Additional organizations may be considered. In order to qualify, the staff member will submit to Human Resources the desired organization along with a description of the organization and an outline of the work required.~~

E. Layoff and Recall

1. Reduction of Staff

Reduction in the **CTES** 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.

Whenever it becomes necessary in the judgment of the School Board to reduce the number of **CTES** 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 and **Legal Services Training** will meet with the Association President to discuss the proposed layoff;
- b. The Assistant Superintendent for Human Resources and **Legal Services 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. 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

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 position **within KCTC** ~~in either KTC or KC/TC~~ 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 ~~three years~~ **or a period equal to the length of their service at the time of layoff, not to exceed 18 months whichever is greater.**

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

### B. 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. 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.
2. Work Year. The work year for CTE Specialists shall be at least 182 days, which coincides with the student attendance year.
3. **The parties agree that the CTE specialists are eligible for one additional work day to be scheduled with their supervisor for the purpose of program/classroom preparation and planning.**  
(simply moved up from "O")
4. It is the mutual goal that bargaining unit members will be made aware of in-service days as listed on the school calendar at least 30 days prior to the start of the year.

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.

5. Lunch periods. Each bargaining unit member shall have a duty-free lunch period of thirty (30) minutes within the scheduled workday.
6. 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. Method of Payment

1. Bargaining unit members will be paid bi-weekly. A schedule of pay periods and pay dates will be provided at the beginning of the school year.

2. ~~The Assistant Superintendent for Human Resources and Legal Services will meet with interested bargaining unit members to establish a payroll deduction to the Lake Michigan Credit Union or bank of choice for the purpose of establishing a vacation payroll account, which can be drawn during times outside of the bargaining unit members normal work year (i.e. Winter Break, Spring Break, Summer Break).~~

D. Building Closing

1. In the event weather or other conditions necessitates the closing of an ISD building or program, bargaining unit members of that building will be informed via text, auto call, radio and television stations. **Staff are encouraged to sign up for notifications through Kent ISD.**
2. To verify an announcement or to check for building closings, a bargaining unit member may call 365-2234 to secure the status of Kent ISD operations.
3. **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.**

L. CDL

~~Work Based Learning~~ staff who are requested to add a CDL endorsement to their license shall have the differential costs of securing and maintaining such endorsement paid by the District. Refer to K. above for hours worked.

Article VIII, L. only applies to new hires after December 2001.

M. Substitute Teaching

KIEA **CTES** members who are annually authorized may only substitute teach in areas in which they are annually authorized. KIEA **CTES** members who have associate degrees and have obtained a substitute teaching permit, but are not annually authorized, may not substitute for classes whose lesson plans require

the students to be in labs. All substitutes will be provided written lesson plans prior to the start of the class for which they are substituting.

- a. When CTE specialists are assigned to be the substitute teacher in addition to their normal CTE position **they will receive their normal hourly rate, and an additional \$35 per session (LOA dated 11-1-21)** ~~be compensated at the hourly rate of current KIEA contract at BA Step 1 x 80%. This rate will be in lieu of his/her regular hourly rate and will apply for each session's total instructional minutes that are covered by the CTE specialist.~~

**For long-term (ten school days or more) subbing positions, CTE specialists will be paid at the BA1 rate in lieu of their normal hourly rate, or in lieu of their regular rate plus \$35 per session taught. The higher rate shall apply at the onset of the long-term assignment when it is planned to be more than ten school days in duration. If it is an unplanned assignment that extends beyond ten school days, the BA1 rate of pay will commence on the eleventh day. (LOA dated 11-1-21)**

- b. **If a CTES applies for and maintains a substitute permit, the unit staff member will receive \$400 via payroll at the conclusion of the school year. (LOA dated 11-1-21)**

N. Bargaining Unit Member Protection/Assault

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

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

In cases of ~~an~~ **physical** assault resulting in an injury inflicted by a student(s) on a bargaining unit member while the bargaining unit member is acting in the line of duty and the student is under the jurisdiction of the school and when the bargaining unit member is found not to have provoked the incident, the time lost, if any, by the bargaining unit member shall not be charged against the bargaining unit member's accumulated leave day(s) and the bargaining unit member shall continue to be paid by the School Board up

**to a maximum of 30 work days subject to supporting medical documentation.** When workers' compensation is paid, the School Board shall pay the difference between that sum and the bargaining unit member's regular salary **utilizing the bargaining member's accumulated paid leave, if any.** **At such time that bargaining unit member has exhausted all paid leave, the Board will pay that difference for a period not to exceed one year from the injury resulting from assault.** ~~During the above period of such disability, said bargaining unit member shall be entitled to full applicable privileges included in this agreement.~~

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

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

## Article IX – Professional Compensation and Benefits

### 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). **(Agree to add Step 9, 3.5% higher than Step 8.)**

~~Bargaining unit members shall receive one (1) step and 2.5% wage increase on schedule for the 2021-22 school year, one (1) step and 2.5% wage increase on schedule for the 2022-23 school year and one (1) step and 2% wage increase on schedule for the 2023-24 school year. Additional step added to the list. Step 8.~~

**2024-25 School Year: Step + 4.5% on the wage schedule  
2025-26 School Year: Step + 3.5% on the wage schedule  
2026-27 School Year: Step + 3.0% on the wage schedule**



2. A bargaining unit member who has had no experience in his 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.

E. Severance Pay

1. Following fifteen (15) years of service with Kent Intermediate School District, a bargaining unit member will receive, upon retirement, ~~\$25.00~~ **\$50** per day for unused sick leave up to 200 days.
2. Kent Intermediate School District will pay for a maximum of two hundred (200) days. The member must have ten (10) years of continuous service or a combined fifteen (15) years of service in the district to be eligible for this severance pay. Severance shall be defined as the bargaining unit member not returning to the job for reasons of a **confirmed ORS retirement, with written notification provided to Human Resources not later than March 15th of the year of retirement. Mid-school year retirements are not eligible.**
  - a. If a member is forced into an involuntary separation based on staff reductions due to program closures the member shall receive a sick day payout.
3. **In addition to a voluntary resignation, the following will disqualify a CTES teacher from eligibility for severance pay:**
  - a. Any **CTES teacher** whose dismissal is sustained by the Michigan State Tenure Commission.
  - b. Any **CTES teacher** who is dismissed or resigns at the request of the Board.
  - c. Any **CTES teacher** who leaves the system contrary to the provisions of the Michigan State Tenure Act or contrary to the terms of the teacher's employment contract.

F. Insurance

1. Medical Insurance (replace current language with this)

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

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

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

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

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

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

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

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

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

**These plan options, rates and the respective employee contributions are estimated only and will be subject to adjustment based on updated claims experience that influence the annual illustrative rates, as well as any other**

**adjustments defined in this section. Any changes will be communicated through Open Enrollment. Such adjustments in the employee costs based on these factors shall not be subject to challenge or grievance.**

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

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

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

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

- 3. Any claim settlement between the employee and the above carrier will not be subject to the grievance procedure. The District's obligation is limited to paying its stated monthly contribution towards the annual medical costs.**
- 4. Employees and/or dependents who have their primary health coverage provided through the employer of their spouse will not be entitled to duplicate payment on the same benefit pursuant to the above, nor will they be eligible for a separate District contribution to the HSA, where applicable. If the employee should lose such coverage, they will become eligible for benefits of this agreement without penalty.**
- 5. If during the life of this agreement the Federal Government issues new regulations under PPACA or its successor which would lead to the District paying any type of tax, penalty or fee, this article shall be re-opened for further negotiations. Likewise, the District may elect to provide additional plan options in order to comply with PPACA or its successor.**

6. Each bargaining unit employee receiving health insurance during all or any portion of a calendar month will contribute by pre-tax payroll deduction a monthly amount equal to the difference between the District's contribution and the actual cost of the coverage. The cost of the health insurance for these purposes shall include the then-current illustrative renewal rates and all other related District expenses, taxes, and contributions.

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

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

Insurance Affordability (moved from within)

Parties agree that should the premium for the plans offered by the employer under MESSA and/or WMHIP exceed the affordability threshold under ACA, the parties would reopen benefits to negotiate plan changes for the following plan year.

- a. ~~The Board will pay the premium for health and surgical insurance for a twelve (12) month period for a single subscriber, self and spouse, self and children or full family coverage, respectively, whichever such level of coverage is obtained by each bargaining unit member subject to the following statutory caps as specified by the Department of Treasury for medical benefits (inclusive of prescription), for full family, two person, and single subscriber. Those member selecting health options with annual premiums under the cap amounts will be eligible for payment of the differential up to the amounts into a qualifying Health Savings account (HSA) or medical flex spending account (FSA). This will eliminate current FSA contributions or RX reimbursement that would result in the Board contribution exceeding the cap amounts.~~
- b. ~~Such insurance benefits shall be prorated for part-time bargaining unit members.~~
- c. ~~The insurance available throughout this contract period shall be underwritten by group insurance contracts with the Physicians Care~~

~~Insurance or such other reputable provider as may be agreed upon by the parties.~~

~~Fringe benefits will continue as specified under Family & Medical Leave Act (FMLA) for any leave, which meets with the provisions of the FMLA.~~

~~d. Premiums above the amount paid by the Board for these insurances may be paid through payroll deduction provided there is a signed authorization for such deductions.~~

~~e. The Board agrees to have the District handle all billings for such insurance.~~

~~f. CPI for all insurance coverage will be January, the beginning of the calendar year.~~

2. Dental Coverage

Will be provided by the Board. **Currently:**  
**Delta Dental**  
**100/100/90/85**  
**\$2500 individual annual maximum**

3. Vision Coverage

Will be provided by the Board. **Currently:**  
**MESSA Vision Preferred**

4. Long Term Disability Insurance.

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

Benefits Coverage – 66 2/3%  
Maximum Monthly Benefit – \$6,000.00  
Qualifying Period – 3 months

5. Group Term Life Insurance

a. The Board will pay the premium for group term life insurance for each bargaining unit member in an amount which is equal to the

nearest one thousand dollars (\$1000.00) of the bargaining unit member's annual base contract salary.

- b. Salary amounts of five hundred dollars (\$500.00) or more shall be increased to the next highest one thousand dollars (\$1000.00)
- c. Amounts of group term life insurance provided under major medical health insurance, and any other life insurance offered under any other program of the District, shall be included in arriving at the amount of coverage under this section.
- d. Insurance shall become effective on the first day of the month next following the day all requirements have been met.
- e. Such group term life insurance program shall contain an accidental death and dismemberment clause in an amount equal to the face amount of the policy.
- f. The Board of the Kent Intermediate School District retains the sole right to determine the insurance carrier, or carriers, and the servicing agent, or agents, for the group term life insurance program.

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

6. Insurance Options

~~Effective August 2021, switch to MESSA health pending August 2021 renewal rates. Parties agree to look at rates when 2022 prices are made available.~~

H. 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)~~ **six (6)** 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.

Tuition reimbursement in the amount of ~~\$1,000.00~~ **\$1,500** per employee per year will be available to all CTE Specialists. Course reimbursement will be paid after the member demonstrates the successful completion of coursework with a grade C or better and a receipt from the college or university.

Bargaining unit members will receive a stipend of \$500.00, to be paid into a 403B account, upon successful completion of "Global Career Development Facilitator" certification. The stipend may be available to other work related certifications. In order to qualify, the staff member will submit to Human Resources the desired certification, along with a description of the study/work required to meet the certification. Those work-related certification(s), with requirements comparable to the GCDF, will be considered for approval for the stipend.

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.

#### K. Wellness Incentive

- a. ~~A \$250 wellness incentive will be paid for the completion of three (3) wellness goals. Payments will be made on the final pay in June. Some examples may include having a yearly physical, doctor recommended health screening, maintaining a membership to a gym or health club, working in a an organized fitness/athletic/weight control or nutrition club or organization, completion of smoking cessation programs, other agreed upon fitness, health tracking measures with prior approval from Human Resources or a documented wellness fitness management session with a financial advisor.~~

~~All goal options will be approved by the KIEA President or designee in agreement with Administration; working together with the goal of providing a healthy workforce to Kent ISD.~~

~~All completed goals concerning health will fall under the same privacy guidelines as HIPPA.~~

## Article X – Leave Provisions

### A. Paid Sickness Leave

1. Each bargaining unit member shall accumulate sick leave at the rate of ten (10) days for each school year without limitation as to accumulation.
2. Absence on “sick leave” shall be allowed for either personal illness or immediate family illness. Immediate family shall include only the spouse, child, grandchild, father, mother, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather-in-law, grandmother-in-law of the bargaining unit member. Such sick leave days shall be limited to five (5) days per incident. **If in excess of (3) consecutive days, a request for FMLA is to be initiated by the employee subject to eligibility.**
3. If there is probable cause to suspect the misuse of sick absence, a bargaining unit member, upon the request of the Superintendent or **designee**, shall promptly substantiate such sick absence by a written physician’s statement or by such other evidence as the Superintendent may require.

### B. Emergency Absence

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

A request shall be **communicated** made, in writing, stating the reason for such request and length of time required. It is to be submitted to the staff member’s immediate supervisor as early as possible prior to the time the absence is requested, **and be entered by the employee in the designated time and attendance program.** For bargaining unit members working in local districts, a phone call to the supervisor will suffice with the request form submitted as soon as possible thereafter.

1. These absences may be taken in one (1) hour increments, but shall not exceed three (3) hours in length and may not be used in conjunction with any other type of absence.
2. Emergency absences shall not be deducted from allowances made for other forms of absence.
3. Emergency absences shall not exceed a maximum of twelve (12) hours per school year.



4. Only one (1) such request may be used on any one (1) day.
5. Final approval, or disapproval, shall rest entirely with the immediate supervisor.

### C. 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 whole or ½ day increments.

It is recognized that such request shall be made five (5) days in advance

~~When, on November 15 or the day prior to spring break (now a paid holiday), more than five (5) individuals per building request personal leave, a lottery will be used for the selection process. The same individuals are eligible only once every three (3) years. All names are submitted to the KIEA President and a lottery is held by November 1<sup>st</sup> and March 1<sup>st</sup> or the first business day thereafter if this date falls on a weekend. Should applicants request a personal day after the drawing dates for which they are applying they will need to apply five days prior to the date requested. Any remaining slots will be filled on a first come, first serve basis.~~

~~Two (2) Three (3) Personal Days may be used together if approved in advance by the Supervisor.~~

At the end of the school year, any unused personal time will be compensated at the bargaining unit member's discretion using one of the following methods:

- a. one hundred dollars (\$100) per individual per day,
- b. Day for day transfer into the bargaining unit member's accumulated paid sick leave.

### D. Paid Holidays

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

Friday before Labor Day  
Labor Day  
Thanksgiving Day

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

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

E. Bereavement

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

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

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

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

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

~~Absence will be allowed for the bereavement of the member's immediate family or of their spouse's immediate family. 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.~~

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

I. Worker's Compensation

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

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

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

J. Sick 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 unit staff member wishing to request donation of days** ~~withdraw days from the SLB~~ must submit the following information in writing or electronically to **Human Resources** ~~the KIEA union president or the president's designee~~ for communication to the members:

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

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

## 2. Donation of Sick Days by Bargaining Unit Members

- a. Up to 2 sick days per year/per bargaining unit member may be donated. **Bargaining unit members with more than 200 accrued days may donate up to three 3 sick days.**
- b. Members must have accumulated a minimum of twenty (20) sick days in order to donate to the Sick Bank.

## 3. Administration of Sick Leave Donation Protocol ~~Bank~~

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

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

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

### D. Fringe Benefit Continuation

~~—The insurance premiums provided under the terms of Article 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.~~

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

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

1. Employees are eligible for FMLA leave if they have been employed by the District for at least 12 months prior to the commencement of the leave and have worked at least 1250 hours during the year preceding the start of the leave (1250 hours is defined as "hours worked" and does not include paid leaves, holidays, school breaks or other paid or unpaid leave). If the leave is foreseeable, the employee will provide the District with a minimum of thirty (30) days prior written notice. When the approximate timing of the need for leave is not foreseeable, an employee must provide notice to the District as soon as practicable. The notice will include the reason for the leave, the beginning date and expected ending date. All FMLA requests will receive a response as to the employee's eligibility within five (5) business days in accordance with applicable FMLA regulations.
  
2. Eligible employees may take up to a total of 12 weeks of FMLA leave for one or more of the following reasons:
  - a. The birth of a child or placement of a child with the employee for adoption or foster care; .
  
  - b. To care for a spouse, child or parent of the employee who has a serious health condition as defined by the FMLA;
  
  - c. The employee's own serious health condition that makes the employee unable to work.
  
  - d. To address certain qualifying exigencies permitted under the FMLA when the employee's spouse, child or parent is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation.
  
  - e. Additionally, for leaves of the type described in (f) below, an employee is eligible for up to 26 workweeks of unpaid leave in a single 12-month period:
  
  - f. To care for a member of the Armed Forces (including the National Guard or Reserves) who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. Only 12 of the 26 weeks may be for a FMLA-qualifying reason other than to care for a covered service member.
  
3. Employees who qualify for FMLA due to the birth of a child shall be eligible to use accrued paid leave for six (6) weeks following a vaginal birth or eight (8) weeks following a caesarean birth. The utilization of paid leave may be

extended with medical documentation establishing that the employee continues to experience a serious health condition related to the birth beyond the initial 6-8 weeks. Accrued paid leave may be used by staff members to care for a spouse who has given birth for up to two (2) weeks following the birth. Use of additional accrued paid leave by the spouse may also be approved by the District beyond the two weeks with appropriate medical documentation. **Upon return from an approved FMLA leave for the birth of a child (or legal adoption) the district will restore up to 5 paid leave days that were used during the leave. If the employee had no paid leave to use, no such restoration shall be made.**

4. The District may require a complete and sufficient medical certification of the serious health condition from the employee's health care provider or the employee's spouse, child or parent's health care provider. Certification, if required, must include the date on which the condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition, and a statement that the employee is unable to work due to a serious health condition or the employee is needed to care for a spouse, child or parent with a serious health condition.

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

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

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

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

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

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

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

Seniority will continue to accrue during the leave.



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

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

## Article XVI – Duration of Agreement

### A. Duration

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

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

### B. Extension

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

### C. Insurance Affordability

~~Parties agree that should the premium for the plans offered under MESSA and/or WMHIP exceed the affordability threshold under ACA, the parties would reopen benefits to negotiate plan changes.~~

Appendix B – FOIA (remove —~~strikeout~~, already determined by law)  
Appendix D & E – Irrelevant – ~~remove / strikeout~~

