

Melissa Monette
TA
Ann Pugh
6-7-24

KENT INTERMEDIATE SCHOOL DISTRICT

-and-

KENT ISD INTERPRETERS FOR THE DEAF AND/OR HARD OF HEARING

EMPLOYER PACKAGE PROPOSAL

6-7-24

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 for Kent ISD.

AGREEMENT

Section A. Parties – change September 1, 2021 to August 12, 2024.

Section B. Application

All terms and conditions of employment specified in this contract apply only to those **within the bargaining unit members** of the Kent ISD Interpreters for the Deaf and/or Hard of Hearing, that are employees of the Board of Education of the Kent Intermediate School District as specified in Article I, Recognition Clause.

ARTICLE II - ASSOCIATION RIGHTS

Section A. School Building Use

The Association and its members **may request to use the Kent ISD district facilities** at reasonable hours for meetings as long as the building is covered by the operating staff. **Requests for use of Northview district facilities are at the discretion of the Northview administration.** Room arrangements shall be made with the principal involved or the Superintendent or designee. The Association may be required to secure an approved Building Use permit before the use of any school facility.

Section D. Information

The Board will, **in accordance with any applicable policy or laws with Board Policy No. 8310, dated July 12, 1999,** furnish the Association, in response to written request, copies of public records or documents. The Association may be requested to compensate the Board for the cost of reproduction and making the materials available. **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.**

Section E. Copies of the Agreement

~~The Board will furnish a copy of this Agreement to each employee in the bargaining unit and to each new employee and twenty (20) additional copies to the Association without cost.~~ **Outdated – available on website – Budget Transparency**

Section G. Association Release Time

1. Grievances/Negotiations. The Association shall not lose time or pay for authorized time spent investigating complaints and or handling grievances, or negotiations during their regular scheduled working hours. The Board shall not be obligated to grant time during the employee's paid working hours.
2. Association Conferences/Training Sessions. Each school year, the Association shall be allowed up to twenty (20) hours of released time for employees at the trip rate of pay to attend conferences and training sessions endorsed by the Association. The Board in its discretion may approve these hours for other Association related activities upon request from the Association on each occasion.
3. Union Meetings. The Association will make every effort to schedule meetings during non- working times. Release time will be used only when absolutely necessary.
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 III - EMPLOYEE RIGHTS

Section C. Discipline

Any employee may be disciplined for misconduct or failure to properly perform duties. No employee shall be reprimanded, disciplined, discharged, reduced in rank or compensation for reasons that are arbitrary or capricious without just cause. All such discipline shall be progressive in nature. The following represents progressive disciplinary action:

1. Oral reprimand
2. Written reprimand
3. Suspension with or without pay, as determined by supervisor
4. Termination

The purpose of progressive discipline is to correct the misconduct or failure to properly perform duties at the lowest effective step. Discipline will be progressive in nature except in cases where there have been violations of the law or extreme violations of the written rules and policies of the district. Written rules and policies of the district will be made available to employees at their work site.

Section D. Association Representation

Any bargaining unit member who is to be reprimanded, warned or disciplined for any infraction of school policy or delinquency in their performance, will, upon the bargaining unit member's request, have an Association representative of her/his choice at the reprimand, warning or discipline. When a request for such representation is made, either by the Board or the Association, no action will be taken until a representative can be present. **It is understood that the administration may require a meeting be held with the bargaining unit member within a reasonable time period, generally within 1-2 business days.** ~~However within twenty four (24) hours a date will be set for the meeting to take place.~~ In extreme cases of misconduct, the Board reserves the right to place an employee on unpaid leave pending the meeting with the Association representative. The Association will provide the Board with a known representative for the employee.

Section E. Personnel File

Each employee has the right to review the complete contents of her/his personnel file. A representative of the Association may accompany the employee if so requested. No evaluative material may be placed in the personnel file to which the employee has not been allowed to respond in writing. All written responses by the employee will be included in the personnel file. ~~Reprimands will be removed from the employee's personnel file at the written request of the employee after two (2) years if there has been no further disciplinary action, letter(s) or warning and/or~~

~~suspension(s) related to the problem. However, if other unrelated disciplinary action, letter(s) of warning and/or suspension(s) should occur within the two (2)-year period, the original reprimand will only be removed at the written request of the employee and the approval of the Superintendent or designee. The Central Office file is the official personnel file. The employee shall be notified of any external request to review or copy their personnel file. Before any documents are released, the employee will have the opportunity to review the request and all documents subject to the request. An Association representative may be present.~~
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.

Section G. Evaluations

Each employee shall be evaluated:

1. ~~Twice during the first year of employment (February 1 and on/before June 4).~~
2. At least once during each succeeding year (on or before June 1).

If an employee receives an unsatisfactory evaluation for the school year she/he must be evaluated at least twice during the succeeding school year. The Supervisor will conduct on-site observations of interpreters. There will be at least one period of observation at a time agreed upon by the Supervisor, mainstream teacher and interpreter for evaluation purposes. There may be unannounced observations, if needed. If deemed necessary by the Supervisor or interpreter, written comments will be given to the interpreter within **fifteen (15) seven (7)** working days after the formal observation and a meeting to discuss the comments will be promptly scheduled. Depending on availability, an interpreter may request an observation by a Deaf/Hard of Hearing staff member and/or another staff interpreter upon informing the Supervisor. However, the Supervisor's final evaluation will be the official evaluation. An evaluation of total job performance will be discussed at a conference by June 1. Areas addressed include interpreter's skills, attendance, punctuality, dependability, relationship with others, flexibility and professional development.

The evaluation shall be performed by the Supervisor.

- If an evaluation conference has not been held or scheduled by June 1 of each year, the interpreter's performance is deemed to be satisfactory for the preceding school year.

The evaluation shall be reviewed with the employee with a counter signature indicating having reviewed the evaluation. Each employee may attach her/his

comments to the evaluation before transmittal to the Administration office.

ARTICLE V - SENIORITY, LAYOFF, RECALL AND VACANCIES

Section C. Layoff and Recall

In all promotions to positions covered by this Agreement as well as in all layoffs and recalls, the seniority of employees within the group shall be considered along with skill and ability of the employees concerned. Provided the skill, State qualification/National certification, ability, job performance, and work history of employees are relatively equal, as determined by the Administration, seniority shall govern.

In the event a layoff is necessary, the employee will be provided with a minimum of twenty business days (20) notice prior to the layoff going into effect.

- a) The Assistant Superintendent of Human Resources and Legal Services will meet with the Association President to discuss the proposed layoff.
- b) The Assistant Superintendent of Human Resources and Legal Services and the Association President will attempt to reduce staff through attrition and/or voluntary layoff in the appropriate area.
- c) If further reductions are necessary, probationary employees will be laid off.
- d) If further reductions are necessary, the Assistant Superintendent of Human Resources and Legal Services and the Association President will meet to discuss the layoff procedure.
- e) The employee shall remain on the layoff list for up to 24 months from the effective date of the layoff.

In the event of recall, the employee shall respond in writing within five (5) business days. If the employee declines recall, they shall be removed from the recall list and all seniority rights shall be terminated.

Seniority of an employee shall automatically terminate if she/he voluntarily quits, is discharged for **reasons that are not arbitrary or capricious just cause**, declines recall, fails to timely respond to recall, she/he fails to report after a leave of absence, or upon expiration of the 24-month recall period.

ARTICLE VI - CONDITIONS OF EMPLOYMENT

Section A. Certification

All interpreters are required to meet the state Certification requirements unless a waiver is granted due to the availability of certified interpreters. Proof of certification level and test scores must be filed with **the Office of Human Resources** ~~the Superintendent or designee~~ no later than September 1 of the current

school year. Placement on the salary schedule will be based on having all appropriate certification materials on file at **Human Resources** ~~the Central Office~~.

- The District will reimburse the employee on an annual basis up to eight hundred dollars (\$800) for costs associated with maintaining or increasing their certification level or for tuition in a related educational field. Proof of completion for reimbursement must be submitted no later than June 15 of the year in which the course(s) were completed. To receive reimbursement for costs associated with maintaining or increasing certification, evidence of successful completion of the approved courses must be presented to the Supervisor.

ARTICLE VI - CONDITIONS OF EMPLOYMENT

Section H. Preparation Time

Each K-6 employee who has a continuous schedule of four (4) hours or more is entitled to a total of forty five (45) minutes of paid preparation time during his/her work day (including one 30 minute segment and one 15 minute segment). Each 7-12 employee with a continuous schedule of four (4) hours or more is entitled to one paid preparation period equal to one full class period. An interpreter will receive pay at the rate of ~~double time~~ at his/her per diem rate if required to interpret during this preparation period.

Section I. Professional Development

All professional development days shall be in alignment with teacher professional development dates per Northview's calendar. The Supervisor shall plan programming for the professional development days that focuses on interpreter enhancement. The Supervisor shall make an effort to provide CEU opportunities. At least one day (**or two half-days**) shall be a planned program delivered by an outside presenter.

Section K. Holiday Vacation Pay

If required to work during holidays, **Saturdays / Sundays**, or Holiday Break / Mid-winter break / Spring Break vacation, an interpreter will receive 1½ times their normal per diem rate. **Interpreting services provided during the contractual work day but outside of the employee's normal assignment, specifically for requested interpreting during staff meetings or professional development shall be compensated at 1.30 times their normal per diem rate.**

Section L. Summer Work

If required to work during the summer weeks, an interpreter will be paid at **1.30** ~~1.25~~ times their normal per diem rate.

ARTICLE VII - RETIREMENT

Section B. MPSERS Eligibility

After ten (10) years of continuous employment a school year employee who immediately qualifies to receive a pension from the Michigan Public School Retirement System (within six months of leaving the district) and who severs employment with the Kent Intermediate School District, shall be paid by the Board for each day of accumulated unused sick days ETO at the following rate \$50 \$40 per day for school year employees, and regular part-time employees working at least 16 hours per week shall receive \$25 \$20-per day for accumulated sick days ETO, limited to a total of 140 accumulated days.

- Interpreters having completed fifteen (15) years of service as a district employee shall upon severance/retirement receive a one-time One Thousand Dollar (\$1,000) payment in the form of a non-elective employer contribution to a 403(b) plan. The payment will be made within sixty (60) days following the final compensation payment. Regular part-time employees will receive this payment at the prorated levels.

Note: provisions of Section B must be based 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.

ARTICLE VIII-LEAVES WITH PAY

Section A. Paid Sick Leave (editorial typo correction – correct “suck” to sick)

Section B. Bereavement Leave

~~An interpreter shall be allowed up to five (5) days of bereavement leave with pay per year. These first five (5) days will not be charged to paid sick leave. Up to five (5) additional days may be granted with pay that shall be charged against the interpreter's paid sick leave, if accumulated paid sick leave is available. Each occurrence is limited to a maximum of five (5) days. In the rare event additional days are required, approval must be obtained from the Superintendent.~~

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.

Section G. Personal Leave

1. Each bargaining unit member will be allowed **four (4)** ~~three (3)~~ days of absence during each school year without loss of salary for personal use.
2. Personal days may not be taken the first two (2) weeks of the school year except in extenuating circumstances. Personal days may be used immediately after a holiday or vacation period at the discretion of the supervisor.
3. Two (2) personal days may be used together if approved by the supervisor.
4. There will be no carry-over of Personal Days.
5. At the end of the school year, any unused personal time will be compensated at the bargaining unit member's discretion using one of the following methods:
 - a. Two hundred dollars (\$200) per individual per day,
 - b. Day for day transfer into the bargaining unit member's accumulated paid sick leave.

Section F. Sick Leave Bank (there is an LOU 1-19-21)

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

~~The intent of the sick leave bank (slb) 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 professional or educational support personnel wishing to withdraw days from the SLB must submit the following information in writing or electronically to the 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 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.~~
- 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 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. Current ETO days will be converted to Sick Leave.~~

Replace with:

Sick Day Donation Protocol

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

The intent of the sick leave 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 unit staff member wishing to request donation of days must submit the following information in writing or electronically to Human Resources 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.

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).

A bargaining unit member requesting donated sick days must have exhausted his/her sick leave day balance at the time of the request.

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.

Donation of Sick Days by Bargaining Unit Members

Up to 2 sick days per year/per bargaining unit member may be donated.

Members must have accumulated a minimum of twenty (20) sick days in order to donate to the Sick Bank.

Administration of Sick Leave Donation Protocol

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 IX- LEAVES WITHOUT PAY

(New)

Section E. FMLA

Family Medical Leave Act (FMLA)

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 X- WORKERS COMPENSATION

An employee who is absent due to an injury and is eligible for Workers' Compensation benefits will receive benefits according to State rules and regulations of the Workers' Compensation law. An employee injured on the job shall report such injury at once to Human Resources ~~the Central Office~~ and the building principal. All reports must be filed ~~at the Central Office~~ no later than seven (7) days after the incident occurred **with Human Resources**.

An employee who qualifies for Workers' Compensation will be afforded medical care premium payments as specified in Article ~~XV-XVI~~, Insurance, through the end of the fiscal year in which the injury occurs.

ARTICLE XIV - LONGEVITY

Longevity

School year employees having successfully completed five (5) years of employment shall receive longevity pay per the following schedule:

Five (5) years	\$600.00
Ten (10) years	\$1,000
	\$700.00
Fifteen (15) years	\$1,200
	\$800.00
Twenty (20) years	\$1,400
	\$1,000.00

Longevity eligibility shall be determined by counting total years of continuous service for the school as of June 30 of each year. Longevity pay will be paid to the employee in a lump sum in June beginning with the completion of the fifth year.

A regular part time employee, who works 16 hours or more, shall receive the above benefits pro- rated, based on actual hours worked. Service credit will be based on continuous years of employment with the school district.

ARTICLE XVI – INSURANCE

Replace existing language with:

Section A. Health Insurance

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

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

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

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

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

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

Plan D – MESSA Essentials \$375/\$750 20% Co-Insurance

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

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

Section B. Dental & Vision

The Board will provide vision and dental insurance for employees and their eligible dependents.

Section C.

~~Employees opting out of health insurance will receive \$250 per month in lieu of insurance.~~ **Defined in Section A**

Section D. Life

The Board agrees to provide \$25,000 Term Life and \$25,000 Accidental Death & Dismemberment Insurance coverage for all school year employees equal to 1 x annual salary (maximum of \$50,000). The Board will not be liable for claims beyond what its' carrier(s) will provide.

Section E. Long-Term Disability

The Board of Education will make available to each school year employee a Salary Protection (Long Term Disability) insurance program to enhance the present paid sick leave provisions with the

following conditions:

- a. There will be a limit of 66 - 2/3 of income not to exceed \$3,000 ~~6,000~~ per month prorated over a twelve (12) month period to age 65.
- b. The Board of Education will consider any financial offset such as Workers' Compensation, Social Security, other insurance income, etc., to determine its obligation to the employee. (freeze on offsets)
- c. Alcoholism/drug addictions - 2 year limit. Mental/nervous - 2 year limit.
- d. The coverage shall become effective at the beginning of the insurance month immediately following date of employment.
- e. All other benefits are severed with the exception of medical care at the point in time where the employee can no longer provide services as an interpreter employee.

All coverages shall begin, in the case of new employees, at the beginning of the insurance month immediately following the time they begin employment and notify the Board of their desire to have such insurance. No change can be made after October 1 unless a qualifying event occurs as defined by the policy. Coverage will terminate at the end of the month in which the employee leaves the School District.

ARTICLE XVII - SALARY SCHEDULE QUALIFICATIONS

Placement on the salary schedule will be based on having all appropriate certification materials on file at **Human Resources** ~~the Central Office~~.

New employees will be placed on the salary schedule by the Superintendent or designee based on certification level and prior experience and/or educational preparation.

Advancement on the salary schedule to the next experience step or certification level will be based upon the following criteria:

- a. Receipt of a satisfactory evaluation for the immediately preceding school year.
- b. Working at least eight hundred (800) hours during the preceding school

year. Hours worked will be evaluated at the beginning of each semester and part-time employees will be advanced to the next salary step at the beginning of the semester if they have worked a total of 800 hours, or more, since being placed on their current salary step.

- c. An employee who successfully completes the requirements for another certification level will be placed on the new salary schedule at the next regular pay period after furnishing evidence of completion. **An employee passing the EIPA 4.0 or BEI II for the first time, moving from Lane A to Lane B will be paid retroactively back to the date of the exam that resulted in the Lane B eligibility.**

In the event that an interpreter fails to keep his/her current certification level, the interpreter will have the remainder of the pay year to retake the test. If after retaking the test, and again failing to earn the previous certification level then the pay will be adjusted accordingly effective with the second test date.

2024-25 School Year:

Lane A "Underqualified" shall be \$33,078 at every Step.

In all other lanes, remove the existing 2023-24 Step 1 and Renumber accordingly while increase those lanes by 4%. Staff eligible to move on Steps advance one step in 2024-25.

2025-26 School Year: Step + 3.5% on wage scale

2026-27 School Year: Step + 3% on wage scale

ARTICLE XVIII - DURATION

Section A. Contract in Force

This contract shall become effective **August 12, 2024** ~~September 1, 2021~~ and remain in full force end effective until **August 13, 2027** ~~August 31, 2024~~.

Section 8. Timelines for Future Negotiations

On or before June 1, ~~2027~~ 2024, the Board or Education agrees to meet with representatives or the Interpreters for the Deaf and/or Hard of Hearing Association and discuss proposals that each may make for incorporation into the contract to cover the period following the termination of this Agreement. Such discussions shall be scheduled from time to time until all suggestions have

been heard and a substitute contract, agreeable to a majority of the interpreters in the unit covered, has been proposed by the Board of Education.

Strike/Remove Appendix C – For Reference Only
Remove Letter of Agreement dated 1-19-21 (added in to this agreement)

Notice of Non-Discrimination

Kent Intermediate School District does not discriminate on the basis of race, color, religion, national origin, age, sex (including pregnancy, gender identity, or sexual orientation) height, weight, marital status, physical characteristics, disability, or any other legally protected characteristics. ~~race, color, religion, gender, national heritage, age, height, weight, marital status, handicap, disability or limited English proficiency in any of its programs or activities.~~

Any questions or complaints concerning non-discrimination polices, Title II, the Age Discrimination Act, Title VI or IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex, or inquiries related to section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap, should be directed to:

Kent Intermediate School District
2930 Knapp St NE
Grand Rapids MI 49525
616-365-2214