



## AGREEMENT

BETWEEN

ROCKFORD BOARD OF EDUCATION  
ROCKFORD PUBLIC SCHOOLS

AND

KENT COUNTY EDUCATION ASSOCIATION

AND

ROCKFORD EDUCATIONAL ASSOCIATION

2015-2016

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THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2015, by and between the Rockford Board of Education of the Rockford Public Schools, Kent County, Michigan, (hereinafter called the "Board") and the Kent County Education Association, K.C.E.A./M.E.A./N.E.A., representing the Rockford Education Association, R.E.A., (hereinafter called the "Association").  
Adopted by the board June 30, 2015.

**WITNESSETH**

**WHEREAS**, the Board and the Association recognize and declare that providing a quality education for the children of Rockford is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching services, and

**WHEREAS**, the members of the teachers' profession are particularly qualified to assist the Board and the school Administration in formulating policies and programs designed to provide high educational standards, and

**WHEREAS**, the Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment, and

**WHEREAS**, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE I**

**GENERAL**

A. This Agreement is negotiated under Act 379 of the Michigan Public Acts of 1965, as amended, in order (1) to fix for its term the salaries and other conditions of employment provided herein, and (2) to encourage and abet effective and harmonious working relationships between the Board and the Association in order that the cause of public education may be best served in the school District.

B. This Agreement shall constitute the complete and only statement of contractual relationship between the Board and the Association. The Board and the Association accept the provisions of this Agreement as commitments, which they will cooperatively and in good faith honor, support and seek to fulfill.

C. Despite reference herein to the Board or the Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, professional or lay. Each party will provide to the other, upon written request, satisfactory evidence (such as official minutes or certificates or resolutions) of authority so to act.

D. Nothing in this Agreement which changes pre-existing Board policy, rules or regulations, written or otherwise promulgated, shall operate retroactively unless expressly so stated.

## ARTICLE II

RECOGNITION AND ASSOCIATION RIGHTS
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### A. Definition of Association

The Board recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379 of the Michigan Public Acts of 1965, for all certified Rockford teaching personnel under written contract with the Board (hereinafter and generally called “teachers”) and school social workers and school psychologists, to the extent required by Act 379, excluding specifically the Superintendent of Schools, Assistant Superintendents, Principals, Assistant Principals, Director of Materials Center, Community Education Director, Community Education personnel, Athletic Director, school nurse and other supervisory or executive personnel, office, clerical and maintenance and operative employees. The term Board shall include its officers and agents.

Study hall aides, certified or non-certified, may be hired for the high school study halls. These aides will be paid a salary determined by the Board of Education.

### B. Agreement to Negotiate

Subject to the provisions of Public Act 379, as the same may be amended, the Board agrees not to negotiate with any teachers’ organization other than the Association for the duration of this Agreement with respect to personnel in the bargaining unit. Except for such negotiations under Public Act 379, the Board shall be free to communicate with teachers or the Association individually or by group.



### ARTICLE III

#### BOARD AND ADMINISTRATION RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

B. It is recognized that the laws of the State of Michigan make the Board legally responsible for the operation of the Rockford Public School System. In meeting such responsibilities, the Board at times acts through its administrative staff. Michigan law gives the Board authority necessary to discharge all of its responsibilities. The Board, on its own behalf and on behalf of the electors of the District, retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, and it is agreed that the Board and the Administration staff shall be free to exercise all such rights and authority to the extent permitted by law.

Nothing contained shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county or local laws or regulations as they pertain to education.

The provisions of this Agreement shall not be construed to deny or restrict any employee rights established under the Michigan General School Laws and any other laws or regulations.

The exercise of powers, rights and authority, duties and responsibilities by the Board, and adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof which are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

### ARTICLE IV

#### TEACHER RIGHTS

##### A. Discrimination

It is agreed by the Board and the Association that neither shall discriminate against any teacher because of race, creed, marital status, nationality, sex or age; nor shall they discriminate against any

teacher because of his/her exercising rights to include membership in and participation in the activities of the Association, reserved to him/her under state or federal law.

**B. Use of School Building Facilities**

The Association shall have the right, without priority, to schedule the use of school building facilities at reasonable times and intervals for Association meetings before or after regular class hours. Such meetings shall not be conducted in a place, or at a time, which might interfere with school activities, including extracurricular activities conducted after regular classroom hours. Prior notification of intent to hold a meeting shall be given and the Administration shall designate a suitable room in which the meeting is to be held.

**C. District Communication Systems**

The Association shall have the right to use all District communication systems, (ex. phones, fax machines, e-mail systems...) to communicate with its general membership relating to official Association business. The Board and Administration agree to allow for the e-mail system to be used without risk to confidentiality between the Association and its members.

**D. Financial Resources of the District**

The Board agrees to furnish to the president of the Association and the chairman of the negotiating committee, in response to request, all information in the form it is maintained by the Board concerning the financial resources of the District, tentative budgetary requirements and allocations, agenda, excluding executive session, and other public information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers, their students and the school District, together with non-privileged information in response to reasonable requests, which may be necessary for the Association to process any grievance and which is readily available to the Board.

**E. Purpose of Internet/Intranet**

The parties recognize that the internet/intranet is a vast resource capable of providing enhanced information gathering and communication skills to assist in educational, employment-related, Board of Education and Association endeavors.

*1. Employees use the Internet/Intranet*

Employees use the internet/intranet is appropriate under all the following circumstances:

- a. Support of academic program
- b. Telecommunications
- c. Reasonable personal and recreational usage to the extent that such does not violate the Master Agreement. Also noted is this activity does not interfere with the members assigned duties and responsibilities, and follows district policy.

**F. Non-privileged Information**

Non-privileged information for the above shall be contained in the teacher's personnel file and will consist of the following items of information:

1. TB report
2. All formal teacher evaluation reports (see Article XI)
3. Copies of annual contracts
4. Teaching certificate
5. Letters of commendation

6. Transcripts of academic records
7. Tenure Recommendations

Other personal and confidential information regarding individual teachers shall not be disclosed to the president of the Association or his/her designee, except upon mutual agreement of the parties and upon written consent of the teacher.

G. Freedom of Information Act Request (FOIA)

If a FOIA request is received for a teacher's personal file or personnel file information, the teacher and/or Association will be notified of the request when it is received by an administrator. If the teacher indicates that he/she will challenge whether the information is disclosable under FOIA, the Board will take the maximum time permitted by the FOIA before it responds to the request. The Board will cooperate to the fullest extent of the law wherever possible including expunging or withholding material, which is legally not disclosable.

## ARTICLE V

<h3>TEACHING HOURS</h3>
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A. Teachers' Day

The teachers' day shall consist of **7 hours and 35 minutes** for elementary school teachers and **7 hours and 20 minutes** for secondary school teachers. This includes a duty-free lunch period.

While the above provides for the basic teaching day, the Association recognizes that each teacher has a professional responsibility to his/her students and to the District that may require him/her to devote additional time for careful daily preparation, grading papers, attending staff meetings, school functions, meeting with parents in conference, preparing reports and such work relating to his/her function as a teacher.

If circumstances require any deviation from the aforementioned times, the Administration and the Association shall mutually agree on the teaching day for the staff involved.

1. *Secondary Teachers*

Rockford Middle Schools, Rockford Freshman Center and Rockford Senior High School teachers' day shall be seven **twenty-five** a.m. to two forty five p.m. (7:**25** – 2:45), with a thirty (30) minute lunch period in the Middle schools, Freshman Center and Senior High schools.

2. *Elementary Teachers*

Elementary teachers' day shall be eight-**ten** a.m. to three forty-five p.m. (8:**10** – 3:45), with a forty (40) minute lunch period.

All elementary teachers shall be guaranteed a duty-free uninterrupted lunch period of at least forty (40) minutes. The only exception to this policy shall be when weather conditions are such that the elementary children cannot be sent out of doors. In these cases, the building principal will assign the necessary teachers and other personnel to supervise through the noon period. These assignments shall be on a rotating basis.

Elementary teachers K-5 shall normally have a guaranteed break during recess periods. Exceptions to this policy shall be when weather/emergency situations are such that the elementary children cannot be sent outdoors. In these cases, the building principal will assign the necessary teachers and other personnel to properly supervise students during these periods on a rotating basis. It is understood and agreed classroom paraprofessionals may be removed by the Administration from their classroom assignment to implement this provision.

If qualified paraprofessionals are not available and already in a building to implement this provision, a staff member representative may request a meeting with the principal and Superintendent of Schools or his/her designee to review the matter and discuss possible alternative solutions.

### *3. Night Activities - Elementary*

Elementary teachers (K-5) will not be required to attend more than three (3) night activities per year exclusive of scheduled parent-teacher conferences. If additional night activities are required by building principals, the negotiated hourly rate shall be paid for the time at school. Employees may request compensatory time (comp time) in lieu of monetary compensation, but must have administrative approval. No elementary teacher will be required to attend more than one (1) meeting called by the principal per week (to start at 8:05 a.m. or later) prior to the start of the student day. Exceptions: IEPC's, Section 504, at risk conferences or student emergencies.

#### **B. Monthly Staff Development Meetings**

All certified staff will engage in six (6) one-hour meetings of staff development (RLC, RtI, curriculum mapping, curriculum development, NCA, or regular staff meetings) outside of the student day and not on other regularly scheduled staff development days built into the school year calendar. The goal of these meetings is to give participants time to collaborate, develop professionally, improve their curriculum, assess, and meet students' needs.

The certified building improvement team, in conjunction with the administrator, will develop a staff professional development calendar and inform the Assistant Superintendent for Instruction and their staff in writing within the first two weeks of the school year.

The staff professional development meeting shall have an agenda and minutes will be kept. While developing the staff development schedule, special consideration should be given for part-time employees. Itinerant staff will develop a professional development calendar that benefits their area and/or collaborate with other certified staff. Each certified building improvement team, in conjunction with the administrator, may have a different staff development schedule (days and times during each month). Any staff development meetings developed or proposed longer in duration than one-hour (alternative, block, accumulated schedule, or day long,) shall require approval from the Assistant Superintendent for Instruction.

#### **C. Online professional development/training**

All certified staff will be offered online professional development/training outside of the student day and not on other regularly scheduled staff development days built into the school year calendar.

#### **D. Delay of School**

On days when the start of school has been delayed, teachers should, if possible, report at their regular work hours. However, it is recognized by the Board that, dependent upon the location of the teacher's home and/or the severity of weather conditions, which necessitated the delay of school,

some teachers may not be able to adhere to their regular hours. In such instances, the teacher is expected to be at work fifteen (15) minutes prior to the start of the student day.

E. Closing of School

On those days where snow, sleet or other such hazards, as determined by the Superintendent of Schools, necessitates the closing of school, the teaching personnel are not required to report.

F. Permitted to Leave Building

The teaching staff shall be permitted to leave their respective buildings fifteen (15) minutes after the close of the students' regular day on Fridays and on days preceding holidays or vacations.

G. Zero Hour

If circumstances require a secondary school teacher as part of the seven and one-quarter (7 ¼) hours to teach a "zero hour" (6:30 a.m. class), the following provisions will be made:

1. The teacher will begin at 6:25 a.m.
2. The teacher will be permitted to leave his/her building at 2:40 p.m.
3. The teacher will be permitted to leave his/her building during his/her "unscheduled hour".
4. In the event the teacher is asked to remain past the 2:40 p.m. normal workday to attend a principal's meeting or departmental meeting, compensatory time off shall be worked out with the principal.

## ARTICLE VI

<b>TEACHING LOADS AND ASSIGNMENTS</b>
---------------------------------------

A. Planning Time

The teachers' load in the Rockford Middle Schools, Freshman Center and Rockford Senior High shall consist of 310 minutes. During the workday, each teacher in the Middle Schools, Freshman Center and Senior High shall be entitled to one (1) period of planning time.

1. During the workweek, each elementary regular, special education, itinerant, and specials classroom teacher shall be entitled to a minimum of five (5) hours per week (300 minutes) of planning time. This will be provided by a combination of art, music, physical education and a thirty-minute duty free recess. The thirty-minute (30) recess period per day shall count towards student instructional time and be supervised by certified paraprofessionals from RESPA.
2. Planning time must be counted in blocks of time no less than fifteen (15) minutes.

B. Assignments

Assignments shall be made at the discretion of the Administration and within the area of teacher competency, teaching certificate or major and minor fields of study except temporarily or for good cause.

C. Class Size

1. The Board of Education is aware that the pupil-teacher ratio is an important aspect of an effective educational program. Thus, the Board has established the following pupil-teacher ratios:

DK	18:1
K-5	24:1
6-7-8	28:1
9-12	30:1
Explore	35:1
P.E.	50:1
Special Education Identified	1/3 or less of total class

The above ratios do not apply to choir, band, and orchestra, ACT prep class, or study halls. Special education ratio does not apply to art, PE, or magnet classes at middle school level.

2. The Board agrees to continue its efforts to keep class sizes at an acceptable number as dictated by the financial condition of the District, the building facilities available, the availability of qualified teachers and the best interest of the District as deemed administratively feasible. Equitable distribution among staff shall be considered prior to mainstreaming special education students.
3. If the student-teacher ratio exceeds the above-mentioned ratios by two (2) students in grades DK-2 and four (4) students in grades 3-12 in any individual class, additional help will be provided and assigned to the teachers involved. For the remainder of this agreement, the amount of paraprofessional assistance will be a minimum of two (2) hours per teacher per day in grades 1-5 and two and one-half (2½) hours per teacher per day in Kindergarten and Developmental Kindergarten, unless Administration determines additional help is needed. Excluding the first two (2) full weeks of the school year, if there is a delay in assigning additional help due to class overloads, such additional help shall continue to be provided even if the class overload has ceased, so that the period of additional help is commensurate with the period of classroom overload.

Where the overload ceases at the end of the semester or the end of the school year, continuation of the additional help will not be required.

4. In the establishment of experimental programs involving large group instruction or other organizational patterns with high pupil-teacher ratio, the ratios established will not apply. The Board agrees to involve the Association and the teachers in the development of such programs.

D. Assignment of Special Education Students

The Board of Education recognizes the need for a fair distribution of all students. In order to achieve the goal of fair distribution of workloads and an academically strong environment for students, the Administration will institute the following procedures:

1. By May 1<sup>st</sup> of the current school year a tentative workload of special education student projections will be available for department and staff review. The tentative workloads provided will include all special education staff and itinerate staff.

2. If, after staff review, a fair distribution/academically appropriate environment does not exist, he/she must notify the Principal and Head Counselor in writing of their concern.
3. When the Principal receives the notice of concern, he/she shall respond in writing to the staff involved. The Principal will provide to the department possible solutions.
4. If, after review, the staff involved believes that an appropriate solution has not been reached, he/she may appeal in writing to the Superintendent or his/her designee.
5. Within ten (10) working days of the receipt of the concern, the Superintendent or his/her designee shall meet with the Association President to discuss the issue. The Superintendent or his/her designee shall make a decision within five (5) working days of the meeting with the Association and shall be final.

E. Notification of Grade or Subject Assignments

Each teacher who, by May 1 of each school year, commits himself to teach for the following school year will be notified of his/her grade or subject assignments no later than June 1 for the following school year, provided negotiations are completed. Should any change in his/her assignment become necessary thereafter, he/she will be released from his/her contract if he/she wishes. If, by May 1, a teacher has not committed himself to teach for the following school year, he/she may be assigned to a different position in the District if a replacement has been hired or assigned before he/she commits himself to teach in the District. In making changes in grade or subject assignments, the Board will give consideration to the requests of individual teachers.

F. RtI committee

An ongoing, district RtI committee will convene at least two (2) times to establish the following: identification of students eligible for RtI Tiered Intervention, data analysis of Universal screening to help assess curriculum needs, determine the impact on reduced numbers of students attending SAT teams and/or qualifying for special education eligibility, and determine plans for continuous growth (grades 4-5) and beyond.

1. The committee shall include representation from the following groups: administration, regular education classroom teacher representation from each grade level, resource room teacher, reading specialist, psychologist, and speech and language pathologist. The committee will include members that have been on the previous RtI planning committee(s) and will include a cross representation from elementary buildings across the district.
2. The meetings will occur outside of the student day, so no substitute teachers are needed. These meetings would count toward professional development requirements as defined in Article V.b.

G. Non-classroom Personnel

It is expressly understood and agreed Article VI A., C., and D., does not apply to non-classroom personnel

H. Itinerant Staff

Itinerant Staff is defined as non-certified teachers that work for a period of time in various places. These staff members include school psychologist, speech and language staff, school social worker, and occupational therapist.

## ARTICLE VII

### TEACHING CONDITIONS

#### A. Supplies

The parties recognize that it is the Board's responsibility to provide appropriate buildings, teaching supplies and tools. The maintenance of the above is also the Board's responsibility. It is the teacher's responsibility to apply his/her professional abilities to teaching the children of the District using such facilities.

#### B. Uniforms

The Board shall furnish, without charge, a gym uniform and a tank suit for all physical education classroom teachers, and smocks for special art teachers, home economics, manual training, and science teachers teacher's coveralls; and shall provide, without charge, laundering service thereof.

#### C. Facilities

The Board shall maintain and furnish present staff lounges, lunchrooms, restrooms and lavatory facilities exclusively for staff use. The Board shall also make a reasonable attempt to improve inadequate existing facilities.

#### D. Telephones

Adequate telephone facilities, as determined by the Board of Education, shall be made available to teachers for their reasonable use.

#### E. Parking

Parking facilities for staff use shall be made available, and adequately maintained by the Board of Education.

#### F. Personal Rights

Notwithstanding their employment, teachers shall be entitled to rights of citizenship, and no lawful religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life and the lawful activities of any teacher are not within the appropriate concern of the Board.

#### G. Equal Opportunity

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or martial status or membership in or association with the lawful activities of the Association. The Board and the Association pledge themselves to seek and extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin, and to seek to achieve full equality of educational opportunity for all pupils.



## ARTICLE VIII

### VACANCIES, PROMOTIONS AND TRANSFERS

#### A. Posting Vacancies

Vacancies (a position which cannot be filled from within a building) will be posted in the teachers' lounge for a minimum of seven (7) days before the position is filled permanently.

Vacancies will also be listed on the district's website and a hard copy should be sent to the association president and the KCEA office. Whenever a teacher is interested in being considered for assignment to any vacancy in any professional position in the District, he/she may file written notice with the Superintendent of Schools or his/her designee prior to the deadline stated on the posting. Before any such vacancy is filled, the qualifications of each teacher who has filed a notice of interest shall be reviewed. Consistent with the parties' basic purpose of providing a quality education for the children of the District, such vacancies shall be filled by the Board with the best-qualified person available in the judgment of the Board. The top 3 seniored and highly qualified teachers that express, in writing, their interest in the vacancy will be interviewed prior to interviews conducted with outside applicants.

If an employee is denied the position, he/she will have the right, upon request to the Assistant Superintendent of Human Resources, or his/her designee, to hold a meeting for the purpose of receiving in writing a statement with the reason for denial of said position.

#### B. Transferred to a Supervisory Position

Any teacher who is transferred to a supervisory or executive position and shall later return to teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.

## ARTICLE IX

### LEAVE PAY

#### A. Sick Leave

All teachers regularly employed by the District who are absent from duty because of personal illness shall be allowed sick leave with pay at the rate of ten (10) days per school year. The days shall become effective when the teacher reports for duty as authorized.

- o Irregular part-time employees (those not working a full 5-day week) shall receive sick leave commensurate to the percentage worked (i.e., 70%=7 days, 50%=5 days). All irregular part-time employees should use sick days in full-day increments, but may use them in ½ day increments with administrative approval.

- o Regular part-time employees (those working a full 5-day week) shall receive sick leave commensurate to the percentage worked (i.e., 70%=7 days, 50%=5 days). All regular part-time employees must use sick days based on percentage worked (i.e., 50% employees use .5 of a day for each sick day used)

In the event the teacher terminates his/her employment, the above ten (10) days shall be prorated to the time employed. Any necessary payroll adjustments shall be made on the teacher's last paycheck. Sick leave may accumulate to 240 days. Employees who accumulate sick leave to 240 days shall start the next school year at 250 days sick leave (10 days for the current year), and shall not exceed the specified amounts as in above.

*1. Reporting Unavailability for Work*

Teachers shall be informed of a telephone number that they may call to report unavailability for work. Unavailability must be reported at the earliest possible time in order that a substitute may be found and in any event before six o'clock (6:00) a.m. of the day of absence. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher. The Board agrees not to use student teachers as substitute teachers unless mutually agreed by parties involved. Teachers who have called in sick will not be charged a sick leave day on days when school is not in session.

*2. Requests*

All requests for sick leave must be submitted to and approved by the building principal. Proof of illness signed by a physician may be required at any time, together with his/her estimate of the illness duration and his/her evaluation of the employee's physical ability to continue performing the full duties and responsibilities of his/her position.

*3. Pregnancy Notification*

To provide sufficient planning time for efficient transition of teaching responsibilities, teachers who will be taking sick leave due to pregnancy shall notify the District at least five (5) months in advance of 1) their anticipated due date; 2) the anticipated length of leave; 3) the name, phone number and address of the treating physician.

*4. Extended Illness*

Sick leave for extended illness (5 or more days) will be paid only during the time period in which a physician certifies the employee to be physically or mentally disabled, and only to the extent of the number of days accumulated.

*5. Involuntary Sick Leave*

Upon the recommendation of the Superintendent of Schools, the Board may, at the Board's expense, require a teacher to submit to a physical or mental examination by an appropriate specialist to determine whether involuntary sick leave is warranted.

*6. Personal Illness Exhausted*

Any teacher whose personal illness extends beyond the period compensated will be granted a leave of absence without pay or increment for such time as necessary for complete recovery to a maximum of one (1) year. Further extension may be granted at the will of the Board.

*7. Return from an Extended Sick Leave*

Upon return from an extended sick leave, the teacher may be assigned to the same or similar position provided a vacancy exists and upon furnishing a statement from his/her physician

attesting to his/her ability to resume the full performance of the duties and responsibilities. All benefits shall be reinstated upon his/her return.

8. *Sick Child or Immediate Family*

Teachers may use accumulated sick leave for a sick child or immediate family (as defined in Article IX.G.1). Normally, no more than five (5) – seven (7) days per year should be utilized unless permission is granted from the Superintendent of Schools or his/her designee.

B. Workers' Compensation

Any teacher who is absent because of an injury or disease compensated under the Michigan Workers' Compensation Act should receive from the Board the difference between the workers' compensation payments prescribed by law and his/her regular salary, to the extent or until such time as such teacher shall have used up any so-called "sick pay" provided herein. (No teacher shall lose more than one-third [1/3] of their accumulated sick days under this provision.)

C. Notify Building of Sick Leave

In all cases of sick leave, teachers shall notify the building principal or his/her designee as soon as possible and in any event before 6:00 a.m. of the day of absence. Teachers will make every effort to anticipate absences and to prepare work for the substitute teacher.

D. Substitute During Conference Hour

All teachers under written contract, who substitute during their conference hour, or, in the elementary school, when a special teacher would be responsible for that class, will be paid according to the following schedule:

- 1 - 14 minutes - \$ 8.00
- 15 – 30 minutes - \$13.00 (This does not refer to current 15-minute supervision)
- 31 – 60 minutes - \$22.00
- 61 – 75 minutes - \$26.00

In the event that any elementary teachers are required to be with students during lunch period, from 1 to 14 minutes the teacher shall receive eight dollars (\$8.00), from 15 to 30 minutes thirteen dollars (\$13.00), over 30 minutes twenty-two dollars (\$22.00), for each lunch period so interrupted by each occurrence of this nature. This provision shall not apply to the school social worker or psychologist.

E. Personal Leave Days

Each teacher shall be allowed four (4) personal leave days each school year as defined in Article IX.E.2.. A maximum of four (4) unused personal leave days can be rolled into accumulated sick leave. Advance written notice of five (5) days will be given, when possible.

1. The days may be used without the loss of salary.
2. At most, one (1) Personal day can be used past April 30<sup>th</sup> of the current school year.
3. Half days off may be used for leave days. However, these days should be used only in unique or special situations due to the difficulty in finding half-day substitute teachers.
4. It is agreed that personal leave days (except in reference to serious illness, death, or serious accident) shall not be used during teacher record days, parent-teacher conference days, Staff Development Days, or days immediately preceding or following a school vacation or holiday. Personal leave days may be allowed at any

time throughout the year for necessary travel related to legitimate business purposes as determined by the Board of Education.

5. Certified staff members may use a personal day before/after a scheduled vacation to attend a graduation or wedding for an immediate family member (as defined in Article IX.G.1.), with proper documentation (i.e., announcement, invitation, etc.), if such activity falls on the date requested. A personal day for the above reasons may not be used to extend travel time to/from such activity if the requested day falls before/after a scheduled vacation. However, a request to use an additional personal day for graduation or wedding activities that take place outside 250 miles from Rockford Public Schools will be granted.
6. The number of teachers using personal leave days at any given time shall be limited to not more than ten percent (10%) of the building staff, but at least one (1) teacher from a building will be eligible. Extenuating circumstances may allow waiver of these numbers by the Superintendent of Schools or his/her designee.
7. Part time employees will receive personal leave days based on the percent worked. The following will distribute the days based on percentage:
  - 0 – 25% = 1 Personal Day
  - 26%-50% = 2 Personal Day
  - 51% - 75% = 3 Personal Days
  - 76% - 100% = 4 Personal Days

For the purpose of leave days, each day will be considered a full day regardless of hours worked.

#### F. Bereavement Days

In the case of bereavement of immediate family (as defined in article IX.G.1 below), employees will be given three (3) days that do not count against personal or sick leave. Additional bereavement days taken will be deducted from sick leave.

#### G. Serious Illness

If the teacher is absent because of serious illness or serious accident in the immediate family, the days involved will be subtracted from sick leave accumulation. No more than five (5) days may be used for serious illness per occurrence without permission from the Superintendent of Schools or his/her designee.

##### 1. *Definition of Immediate Family*

Immediate family shall be defined as father, mother, children, sister, brother, husband, wife, grandparents, grandchildren, parents-in-law, grandparents-in-law, brother-in-law, sister-in-law and all step-family.

It is understood that there may be instances where others have stayed in the same relationship as those above. In these instances, the teacher may request the Superintendent of Schools or his/her designee to include them in the definition and allow sick days to be used.

Serious illness shall be determined by a doctor, and a statement to this effect signed by the doctor shall be sent to the Superintendent of Schools or his/her designee upon request.

#### H. Absence Not Covered

Absence not covered by the sick leave or personal leave provision in this contract will result in a reduction of one (1) day's pay based upon the teacher's base salary, whether or not there is a student teacher or other teacher filling in for the absent teacher.

#### J. Sick Leave Donation

Any employee whose sick leave accumulation is forty-one (41) days or more may relinquish no more than one (1) sick day to a single employee annually whose sick leave has been exhausted. Any employee may donate a maximum of two (2) days per year. This donation may only occur if the employee with depleted sick leave is seriously ill or seriously injured and only after the seriously ill or seriously injured employee has been subject to a wage deduction for a minimum of seven (7) workdays.

Should employees desire to donate, a written letter shall be submitted to the Superintendent of Schools or his/her designee by the union president requesting a meeting to review all aspects of the request. A committee consisting of the Superintendent of Schools or his/her designee and the union president shall meet to review the merits of the request.

#### K. Notification of Attendance

Upon 8 normal absences, an employee will receive a letter of notice. On the 12<sup>th</sup> normal absence, the employee will have a meeting with the REA president (MEA UniServ if need be), the building supervisor or his/her designee and the Assistant Superintendent for Human Resources. A written notice will be generated by the Assistant Superintendent of Human Resources, and placed in the employees personnel file, regarding the discussion of the meeting.

## ARTICLE X

### LEAVES OF ABSENCE

#### A. Maternity Leaves

Pregnancy will be treated the same as any other sickness or disability under Article IX of this Agreement.

#### B. Dependent Care Leaves

These leaves shall be for up to one (1) year from the date of its commencement, inclusive of any precedent disability leave for the childbirth. Further extension may be granted at the will of the Board. Upon return from leave, the teacher may be assigned to the same or similar position provided a vacancy exists. All benefits shall be reinstated upon return.

Leaves may be commenced at semester breaks. Leaves may also be commenced at other convenient breaks in the teaching year, as determined by the Board, to minimize disruption to the students' education.

#### C. Military Leaves of Absence

In accordance with applicable laws these leaves shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States.

Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service with the school system. Reinstatement on completion of such service shall be in accordance with the requirements of the applicable laws of the United States.

#### D. Jury Service

A teacher when summoned for jury service and while performing jury duty shall receive the difference in pay between that received as a juror and his/her contractual salary for the period of jury service.

#### E. Subpoena Guidelines

If subpoena is issued to an employee and the subpoena was a result of the employee being a witness to a crime, accident, etc. during working hours and while on duty, the time off from the job will be paid and no leave days will be deducted from the employee. However, the employee must give the district the reimbursement check from the courts.

If a subpoena is issued to an employee, because employee was arrested, committed a crime, was involved in a crime or accident, etc. and if there are no personal days left, the time off from work will be non-paid but the employee can keep the reimbursement check from the courts.

If a subpoena is issued to an employee, as a witness to a crime, accident, etc, after work hours and while the employee was off duty, the following language will apply:

- A. Use personal day first.
- B. If personal days are exhausted, sick leave can be applied if available.
- C. If personal days and sick leave days are exhausted, employee receives no pay and can keep reimbursed expense from the court.

#### F. Subpoenaed to Appear by the Board

A leave of absence with pay may be granted for time necessary for appearances in any legal proceedings connected with the teacher's employment or with the school system whenever the teacher is subpoenaed to appear by the Board, the Administration or someone acting on their behalf or as required by law to attend.

#### G. Participating in Meeting

Upon request and approval of the building principal, a teacher may be released from regular duties without loss of salary for the purpose of participating in meetings, for visitation at other schools or for attending educational conferences or conventions. The number of teachers allowed to leave at any time will be within the discretion of the building principal.

#### H. Selective Service Physical Examination

A one (1) day's leave of absence with pay shall be granted upon request to enable a teacher to take the selective service physical examination.

#### I. Other Leaves

Upon request and in the sole discretion and judgment of the Board and upon terms and conditions set by the Board, leaves of absence with or without pay may be granted for:

1. Study related to the teacher's license.
2. Study to meet eligibility requirements for a license other than that held by the teacher.
3. Study, research or special teaching assignments involving probable advantage to the school system.
4. Other leaves judged appropriate by the Board.

#### J. Peace Corps and/or Teacher Corps

A leave of absence without pay will be granted up to two (2) years to any teacher who joins the Peace Corps and/or Teacher Corps and is a full-time participant in the program. The teacher shall be entitled to return from such leave within such two (2) year period at any time a vacancy for which the teacher is qualified exists. They shall be given the benefit of any increments which would have been credited to them had they remained in active service with the school system.

#### K. Adoption

Employees that have arranged and been notified that adoption of a newborn child has been secured, may take up to twenty (20) days paid leave, provided they have accumulated sick leave. It is implied that a leave for adoption should be one parent only, it must be for a newborn child to six months of age and the employee shall provide the Superintendent or his designee, with proper documentation from the appropriate authorities. When possible, at least six (6) weeks notice should be given in writing of the intent to take an adoption leave and submitted to the Superintendent or his designee.

#### L. Sabbatical Leave

Subject to applicable Michigan statutory provisions and any amendments thereto, teachers who have been employed for seven (7) consecutive years in the District may, in the sole discretion and judgment of the Board, be granted a sabbatical leave of one (1) year for purpose of study, travel or such other purposes as may be approved by the Board.

Requests shall be made in writing to the Superintendent of Schools on or before May 1<sup>st</sup> of the school year preceding the school year for which the leave is sought.

1. The teacher on sabbatical leave shall receive as compensation for the period of absence one-half (1/2) of his/her regularly scheduled salary, contingent upon his/her return to the District as a full-time teacher following sabbatical leave. The sabbatical leave pay will be paid over the twelve (12) month period following return to teaching duties in the District.
2. A teacher on sabbatical leave shall receive the scheduled increments, and/or adjustments in salary and credits the same as he/she would have received were he/she occupying his/her regular assignments provided all requirements of sabbatical leave policy have been fulfilled. During the sabbatical leave, the sick leave policy will not apply except for accumulation of sick days, and the Board will continue to make insurance payments.
3. The number of persons given sabbatical leave in any year shall be limited to not more than two (2) teachers. The number of leaves granted shall be distributed throughout the system within the District. If the number requesting sabbatical leave exceeds the number of such leave available, the selection shall be based on:
  - a. The estimated value of the leave to the individual and to the school system;
  - b. The amount of years of service in the District;
  - c. The length of time since his/her last sabbatical leave.
4. Such a teacher shall make reports of his/her activities pertaining to the reason(s) sabbatical leave was granted as may be requested by the Superintendent of Schools.
5. A teacher, upon return from sabbatical leave, shall be restored to his/her former position or substantially equivalent position.

#### M. Association Business

Eighteen (18) days per school year shall be available to the R.E.A. to conduct Association business. The first twelve (12) of these days are without cost to the teacher or the Association. The remaining six (6) of these days (if used) will require the Association to reimburse the Board of Education the cost of the substitute teacher. No more than five (5) days should be used by one employee.

1. Advance notice (48 hours) must be given to the Superintendent of Schools or his/her designee and the building principal.
2. These days shall not be available on the first or last day of school, the days immediately preceding or following a holiday or on conference days, record days or exam days.

#### N. Intent to Return from Leave of Absence

Employees on an approved first (1<sup>st</sup>) semester leave of absence must notify the Superintendent or his/her designee, in writing of their intent to return or not, by December 1<sup>st</sup> of that school year. Employees on an approved school year or second (2<sup>nd</sup>) semester leave of absence must notify the Superintendent or his/her designee of their intent to return or not for the following school year by March 1<sup>st</sup> of that school year. Employees on an approved first (1<sup>st</sup>) trimester leave of absence must



notify the Superintendent or his/her designee, in writing of their intent to return or not, by October 1<sup>st</sup> of that school year. Employees on an approved second (2<sup>nd</sup>) trimester leave of absence must notify the Superintendent or his/her designee, in writing of their intent to return or not, by January 1<sup>st</sup> of that school year. Employees on an approved school year or third (3<sup>rd</sup>) semester leave of absence must notify the Superintendent or his/her designee of their intent to return or not for the following school year by March 1<sup>st</sup> of that school year. Failure to do so may result in loss of employment and may be regarded as resignation from the Rockford Public Schools. An employee on a leave of absence will be able to return to a position if there is an open position in which they are certified and qualified.

## ARTICLE XII

### REDUCTION IN STAFF/SENIORITY

The following Article regarding layoff and recall of employees pertains to those covered by section 15(3)(k) of PERA. Sections of this Article are unenforceable by law and thus non-grievable for certified staff.

It is recognized that there may be times when it will be necessary for the Board of Education to reduce the professional staff. It is also recognized that such necessary reductions shall not be made to allow hiring of new personnel in the same field that a present teacher is certified and qualified to teach. In rehiring teachers on layoff, they shall be rehired in inverse order of layoff based upon certification and qualification.

Layoff and assignment related to recall of properly certified and qualified persons as defined by law for the forthcoming school year shall be based on written acceptable evidence on file in the central office as of January 30 of the current school year. Data received after this date will not be considered.

It is the sole responsibility of all certified and qualified personnel to promptly deliver written acceptable evidence to the central office regarding all certification, recertification, transcripts, majors and minors and all other data necessary to implement the layoff/recall and assignment procedures.

1. Probationary and non-degree teachers will be laid off first. This is provided that qualified tenure teachers are available.
2. No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless he/she has written notification of said action.
3. During any period when the number of the teaching staff is reduced, the Board will not hire a new teacher to replace an incumbent teacher who is qualified and available to fill an available teaching position.
4. The Board will use its efforts to assist all released teachers to secure employment in other school districts.

5. The Board shall provide notice of layoff to the Association and the individuals involved no later than the third (3<sup>rd</sup>) Friday in May for the subsequent school year. The Board shall give not less than sixty (60) days' notice of layoff to the Association and the individuals involved for the current school year.
6. If it becomes necessary to lay off tenure teachers, the following factors shall be used:
  - a. If the teacher is fully certified by the State of Michigan and has a major or minor in the teaching field (based upon total semester hours earned), seniority in the Rockford Schools shall prevail.
  - b. In the event a teacher is properly certified in a teaching field, and has fifteen (15) or more hours in that field but lacks the necessary requirements to be highly qualified, they shall have one (1) year to complete the necessary requirements, if approved by the State of Michigan
  - c.
    - 1) Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from the bargaining unit member's initial date of hire. Seniority date shall be determined by the date said teacher contract was signed, given approval by the Board of Education. If necessary, ties in seniority will be broken by drawing lots with the Association President present.
    - 2) A seniority list shall be published by the District by October 15 of each school year. A copy of the seniority list and subsequent revisions and updates, if made, shall be forwarded to the Association and the building representatives.
    - 3) Time spent on unpaid leave, for one semester or more, shall not be construed as a break in continuous service. However, the time spent on that leave would be deducted from the initial date of hire on the seniority list. Seniority will be lost if on unpaid leave or layoff for three years, unless mutually extended in writing by the District and the Association.
    - 4) No person other than a member of the bargaining unit shall possess, retain or accrue seniority within the bargaining unit.
    - 5) Members who transfer to a non-bargaining unit position shall retain only that seniority accrued while members of the bargaining unit.
    - 6) Involuntarily reduced assignments shall count as if the service were at the full teaching load and will count as full-time seniority. Voluntary reduced assignments shall count only for the time spent on the job and shall receive the pro rata amount toward their seniority.
  - d. Approved leaves do not break or extend seniority.
  - e. In the event two (2) or more tenure teachers have the identical qualifications and certifications, the following factors shall weigh equally in the final determination:
    1. Highest degree held;
    2. Seniority in department or teaching field;
    3. Teaching competence;
    4. Number of years since teaching in his/her field.
7. If such teacher reductions are necessary, the Association shall be asked for recommendations using the aforementioned criteria (No. 6).

8. If any such teachers desire to be reemployed when future vacancies occur, they shall keep the Board advised of his/her current address and telephone number.
9. Procedure for recall shall be as follows:
  - a. Seniority tenure teachers will be recalled in inverse order of layoff for positions for which they are certified and qualified as determined by number six (6).
10. It is understood and agreed that provisions hereof with respect to staff reduction shall in no way be construed as a waiver of rights otherwise available under the Tenure Act without specifications or agreement as to what such rights may be.
11. Any teacher recalled to work from layoff shall be entitled to at least two (2) weeks written notice delivered to his/her last known address prior to being required to report to work. If such a teacher is given more than two (2) weeks notice, he/she shall be required to reply in writing within the two (2) weeks, agreeing to report to work at the date requested. If a recalled teacher refuses or fails to reply and/or report to work within the two (2) week time requirement, such teacher shall be considered as a voluntary "quit" and shall thereby terminate any employment relationship with the Board.

Any teacher recalled to work from layoff shall be entitled to at least two (2) weeks notice delivered to his/her last known address by certified mail, return receipt requested prior to being required to report to work.

It is expressly understood and agreed by both the Board and the Association that the beginning of the two (2) week requirement shall begin only after the teacher signs the return receipt.

12. The refusal of a current full-time properly certified and qualified tenure person of a part-time position shall not remove the individual from the recall list. This provision shall not invalidate any other section or article of this Agreement.

### **ARTICLE XIII**

<b>STUDENT DISCIPLINE AND TEACHER PROTECTION</b>
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#### **A. Disciplinary Actions and Methods**

The Board recognizes its responsibility to continue to give Administration backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control, and disciplinary actions and methods invoked by them shall be reasonable and just and in accordance with established Board policy.

#### **B. Teacher Assault by Student**

Any case of assault upon a teacher, while in the performance of duties, or as an outgrowth of duties, shall be promptly reported to the Superintendent or his/her designee and the association president, or his/her designee, by the building administrator or his/her designee.

The Board shall provide legal counsel to advise the teacher of legal rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

#### C. Legal Assistance to Teacher

Legal assistance to Teacher for injury to person or damage to property: In the event civil action is sought as a remedy as the result of an assault upon the teacher, while in the performance of teaching duties, or as an outgrowth of teaching duties, the board of education shall render all reasonable legal assistance to the teacher in seeking a judgment for injury to person or damage to property.

Reasonable legal assistance shall be defined as providing legal consultation with an attorney, to protect the teacher's rights. Said consultation shall not mean the actual filing, processing, or a board-provided lawyer's presence at a suit or trial. It shall mean the right to discuss with said board provided lawyer all facets of the situation and be provided with legal recommendation.

#### D. Assistance to Teacher in Complaints or Suits

A teacher will be informed of any complaint and/or suit against them as a result of disciplinary action taken by the teacher against the student, in performance of the teacher's duties. The board shall render reasonable legal assistance, as defined in Article XIII, Section C. above, to the teacher in the teacher's defense.

#### E. Complaint

Any complaint by a student or parent directed toward a teacher that is considered serious by the appropriate administrator and which is to be written into the teacher's personnel files, shall be called to the teacher's attention in conference within five (5) days of receipt of the complaint. Said teacher shall have the right to reply in writing and have his/her statement placed in his/her files with the other statement in the event that he/she chooses. The teacher shall receive copies of the written complaints directed against him.

### ARTICLE XIV

<h3>DISCIPLINE OF TEACHERS</h3>
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A. The Board may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of teachers.

B. No certified teacher shall be disciplined including reprimand, suspension with or without pay, demotion or discharged that is not arbitrary and capricious.

Any administrative reprimand which is to be written into the teacher's personnel file, or is to be used as a basis for reprimand, shall be called to the teacher's attention by the appropriate administrator.

The teacher shall receive a written copy of such complaint, if any. Said teacher shall have the right to reply in writing and have his/her statement placed in his/her personnel file.

Failure to reemploy teachers in extra-duty positions shall not constitute discipline, suspension, demotion or discharge and shall not be the subject of a grievance under this contract.

Notwithstanding the foregoing, in the case of the discipline of a tenure teacher within the meaning of the Tenure Teachers' Act, arbitrary and capricious shall be determined under the Act.

C. Discipline of teachers shall be subject to the grievance procedure; provided, however, that (1) as to probationary teachers, the Board may give such notices of unsatisfactory work and such other notices as shall be required or permitted by the Michigan Tenure Teachers' Act during the pending of any grievance; and (2) as to teachers on tenure on continuing contracts, pending grievances shall be dismissed upon filing of written charges under the written Michigan Tenure Teachers' Act and the tenure act shall thereafter govern all proceedings against the teacher.

## ARTICLE XV

### NEGOTIATIONS

A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in the Agreement, except for matters which are subject to the grievance procedure as provided in Article XVI hereof, even though each subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

B. Notwithstanding the foregoing paragraph, it is agreed that any teacher, the Association, or the Board shall have the right during the term of this Agreement to bring matters not covered herein but of common concern to the attention of the administrative staff for its study and recommendation, it being understood that no such matters shall become the subject of arbitration or mediation.

C. Neither party in the negotiations shall have any control of the selection of a negotiating or bargaining representative of the other party. Parties mutually agree that their representatives will be clothed with all necessary power and authority to make proposals, counterproposals and make concessions in the course of negotiations.

D. There should be three (3) signed copies of any final Agreement; one (1) copy shall be retained by the Board, one (1) by the Association and one (1) by the Superintendent of Schools.

E. At least one hundred twenty (120) days prior to the expiration date of this Agreement, the parties agree to begin negotiations for a new Agreement covering wages, terms and conditions of employment of teachers employed by the Board.

F. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing and signed by both parties as an amendment to this Agreement.

G. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary when such meeting is held during the school day.

It is understood, however, that during any arbitration procedures, the number of teachers released will be kept to a minimum so as not to interrupt the normal school operation. Furthermore, every effort shall be made to utilize non-teaching time for arbitration proceedings.

## ARTICLE XVI

### GRIEVANCE PROCEDURE

#### 1. Step One

Any teacher or group of teachers believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or any rule, order or regulation of the Board relating to wages, hours, terms or conditions of employment, shall within ten (10) working days after occurrence discuss such matter with the principal of the building involved or with the Superintendent of Schools when the grievance arises in more than one (1) building.

#### 2. Step Two

If such discussion does not resolve the matter satisfactorily, the teacher or teachers affected may within ten (10) working days thereafter file a written grievance with the Superintendent of Schools or his/her designated representative.

Within five (5) working days thereafter, a meeting shall be held to resolve the grievance. The Superintendent of Schools shall answer the grievance in writing and the grievance and answer shall be transmitted to the Board.

#### 3. Step Three

At its next regular meeting, the Board shall receive the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or may prescribe such other procedure it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board or its delegated representative more than thirty (30) days after the first regular Board meeting at which time it was received. The Board hearing provided herein shall not be required in those instances where specific statutory proceedings or hearing are applicable; and, in any event, only one hearing need be held, and that to comply in all respects with statutory mandates with the statute controlling in cases of conflict herewith.

#### 4. Step Four

If the decision of the Board is not satisfactory, the grievance may be submitted to arbitration by written notice, within thirty-one (31) days after receipt of the decision to the Superintendent of Schools and the American Arbitration Association.

- A. An impartial arbitrator shall be promptly selected by the parties to decide the matter. If they cannot agree as to the arbitrator, he/she shall be selected by the parties from a panel of five (5) qualified persons prepared by the American Arbitration Association.
- B. The power of the arbitrator shall be limited to the interpretation or application of the express terms of this Agreement, and he/she shall have no power to alter, add to, or subtract from the terms of this Agreement as written. Both parties agree to be bound by the award of the

arbitrator and agree that judgment thereon may be entered in any court or competent jurisdiction.

- C. No grievance shall be processed unless initiated or carried to the next Step within the time provided herein or as extended by mutual agreement. If a teacher is found to have been discharged that is not found to be arbitrary and capricious, he/she shall be reinstated on such terms as the parties may agree or as the Arbitrator shall order.
- D. The fees and expenses of the Arbitrator shall be paid by the non-prevailing party.
- E. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association.

## **ARTICLE XVII**

<b>NO INTERRUPTION OF EDUCATION</b>
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The Board, Association and each teacher recognize that their primary responsibility is to the children of the District, and declare that their mutual objective is to provide those children with a proper education. To that end, it is agreed that during the life of this Agreement, they will not permit, cause or encourage any interruption, disturbance or interference with the continuous, normal education of any such children by sanction, concerted activity, or otherwise and that any difference of opinion or dispute which there may be between or among themselves will be resolved by the methods provided herein, including arbitration, and will not be allowed to affect in any way the normal education afforded the children of the Rockford Public School District.

## **ARTICLE XVIII**

<b>MEDICALLY FRAGILE STUDENTS</b>
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### **A. Authorization**

Prior to any bargaining unit member performing health care related services to students required by an IEPC, written authorization signed by a licensed physician and the student's parent(s)/guardian(s) shall be received by the District and available to the bargaining unit member. Such authorization should include specific health care related procedures that are to be performed, the underlying condition calling for such services and the specific conditions under which the services are to be provided. (See Health Care Procedure Authorization Form.)

### **B. Training**

Any bargaining unit member who has a medically fragile student assigned to him/her will be trained by licensed medical personnel in conjunction with the child's parent to handle the student's special health care needs.



C. Communication Equipment

The District agrees to supply the bargaining unit member with the necessary communication equipment to allow direct communication with appropriate licensed medical personnel (i.e., portable phone, etc.).

D. Liability Policy

Any bargaining unit member working with any school student is covered as an agent for the school under the Board's liability policy in the amount of \$3,000,000. The insurance shall specifically cover personal liability for the employee(s) providing such services. The Association will be provided a copy of the policy and any applicable riders annually upon request.

E. Supplies or Equipment

The employee shall not be required to provide any supplies or equipment necessary for the services to medically fragile students.

F. Right to Refuse to Perform Health Care Procedures

If the preceding five Steps are not followed, the bargaining unit member has the right to refuse to perform the health care procedures requested. The employee shall promptly notify, in person, a responsible administrator if he/she cannot perform the required procedures. Such notice should be as far in advance as possible.

**ARTICLE XIX**

**JOB SHARING / PART TIME**

The District will consider appropriate job shares:

1. Application

Two (2) bargaining unit members desiring to share a teaching position may make application to the Superintendent. Such application shall include a written proposal regarding hours of work, methods of communication, job duties, meetings, Staff Development Days, conferences and the division of responsibilities and shall be provided to and reviewed by the building principal and Association President. The Superintendent or designee shall meet with the applicants to discuss their proposal and thereafter make his/her decision granting or denying the application in writing. The Association shall present any concerns about adverse impact under the Bargaining Agreement to the Superintendent or designee. The decision to deny a job share shall be final and non-grievable. The Association may grieve the granting of a job share if it violates the Bargaining Agreement and appropriate written waivers have not been procured.

2. Restrictions and Waivers

No job share shall be permitted if the agreement will in any way adversely affect the seniority, layoff or recall rights of another bargaining unit member, including those on layoff. In such situations, the adversely affected bargaining unit member(s) and the Association may, in writing, elect to waive his/her seniority rights for that specific situation. Failure of said bargaining unit member(s) or the Association to waive such rights shall nullify the proposed job share and shall in no way result in adverse effect upon the refusing bargaining unit member.

### 3. Voluntary Part Time

Those employees in a voluntary part time, or job-share position shall be required to attend the following Staff Development Days: 1<sup>st</sup> official teacher work day; all ½ day and full day Staff Development Days as adopted in the school year calendar; all parent/teacher conferences; and other school related meetings which would normally be attended by a full-time employee. Voluntary or job-share employees need to report to staff meetings when not scheduled to work. Employees that work in two (2) or more buildings shall make arrangements with the building administration to attend an equivalent number of staff meetings to that of a full-time employee. If the administration requests voluntary part time or job-share employees to attend additional training, curriculum development or other school related functions, a minimum of two (2) week's notice will be given and said employee has the right to decline attendance. The current maximum sub rate will be paid for the time worked.

### 4. Involuntary Part Time

Those employees in an involuntary part time position shall be required to attend the percentage of staff development day's equivalent to the percentage of their contract (see example below). The 1<sup>st</sup> official teacher workday is a required day and is included in that percentage. In addition, the following days are required: all parent/teacher conferences; and, other school related meetings, which would normally be attended by a full-time employee. Part time employees normally need not report to staff meetings when not scheduled to work. Employees that work in two (2) or more buildings shall make arrangements with the building administration to attend an equivalent number of staff meetings to that of a full-time employee. If the administration requests part time employees to attend additional training, curriculum development or other school related functions, a minimum of two (2) weeks notice will be given and said employee has the right to decline attendance. The current maximum sub rate will be paid for the time worked.

- a. Part time teachers will be required to attend the equivalent percent of student days and in-service days of their paid salary.

Example:

$$\frac{1}{2} \text{ time} = 174 \text{ school days} / 2 = 87 \text{ days}$$

$$\frac{1}{2} \text{ time} = 5 \text{ in-service days} / 2 = 2.5 \text{ in-service days}$$

or

$$60\% \text{ time} = 174 \text{ school days} \times 60\% = 104 \text{ days}$$

$$60\% \text{ time} = 5 \text{ in-service day} \times 60\% = 3 \text{ in-service days}$$

or

$$\frac{2}{5} \text{ time} = 174 \text{ school days} \times 40\% = 70 \text{ days}$$

$$\frac{2}{5} \text{ time} = 5 \text{ school days} \times 40\% = 2 \text{ in-service days}$$

### 5. Part Time Staff Subbing

When a substitute is needed to fill a Job-Share teacher's daily assignment, and the 'partner' teacher is willing to fill that position, they will be paid at the rate of \$115 per day.

## ARTICLE XX

### MISCELLANEOUS PROVISIONS

A. This Agreement shall supersede any rules, regulations, policies or practices of the Board which are contrary to or inconsistent with the specific and express terms of this Agreement, provided such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States, and shall likewise supersede any contrary or inconsistent terms contained in any employment contract with the individual teachers in the bargaining unit and all future individual teacher employment contracts with bargaining unit teachers to be subject to the terms of this Agreement during the life of the Agreement.

B. Copies of the Agreement shall be duplicated at the expense of the Board and a sufficient number to assure each teacher a copy will be given to the Association.

C. If any provision of this Agreement or any application of the Agreement to any teacher in the bargaining unit shall be contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications hereof shall continue in full force and effect.

D. Employees covered by this Agreement may have payroll deduction for the purpose of tax-sheltered annuities and/or United States Government Savings Bonds.

E. Replacement Personnel: If there is a duplication of salary and/or fringe benefits, the replacement shall be put on the appropriate salary Step after having completed thirty (30) consecutive working days in the same assignment. Fringe benefits for those eligible shall begin the first of the month following completion of the thirty (30) consecutive working days in the same assignment.

Replacement personnel shall not accrue any seniority nor have any rights to an open position. If replacement personnel are hired by the beginning of the following school year, the seniority shall accrue from the point of the replacement position (if continuous for one-half of one semester or more as defined in the seniority list) the previous year.

If a replacement is hired to replace a regular staff member and there is no duplication of salary and/or benefits, such replacement, if eligible, shall be put on the appropriate salary Step.

F. Seniority may be earned only after a person has worked more than sixty (60) consecutive working days in the same assignment in the same building. Any interruption of the above description shall not result in earning seniority.

G. Qualified K.C.E.A. teachers may apply for positions and may be considered for positions in the Rockford Public Schools upon completion of an application and receipt of all transcripts and all credentials. The final decision shall be made by the Board of Education.

H. Notwithstanding the above, it is expressly understood and agreed by both parties the Board is under no obligation AT ALL to rehire replacement or probationary persons and any future employment is completely discretionary and determined in the sole judgment of the Board.

I. The Board agrees to allow an emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4.

## ARTICLE XXI

<b>RETIREMENT INCENTIVE</b>
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**A. Eligible**

Those teachers eligible (as defined by article XXI. C.) for retirement by March 1<sup>st</sup> of the current school year may receive the following incentive based on current sick leave accumulation.

Eligibility	Rate	Limits	Maximum Payout
10 Years of Service	100 or less= \$40 per day	100 Days	\$4,000
	101 – 200 = \$70 per day	200 Days	\$14,000
	201 – 250 = \$95 per day	250 Days	\$23,750

**B. Request for Retirement**

The request for retirement shall be submitted in writing as a resignation by March 1, effective at the end of the current school year. It is agreed by both parties that anyone who submits a letter of retirement after March 1 shall not receive the retirement subsidy. The March 1 deadline may be extended for extenuating circumstances as determined by the Board.

**C. Eligible for Benefits**

The teacher must have had ten (10) years continuous full-time service in Rockford prior to his/her request for early retirement to be eligible for the benefits described.

**D. Michigan School Retirement Fund**

Retirement means the teacher must make application for benefits under the Michigan School Retirement Fund and cannot serve the Rockford Schools in any future paid capacity without the approval of the Superintendent of Schools.

**E. Supplemental Retirement Program**

The Board and Administration retain the exclusive right to develop and periodically implement a supplemental retirement program in addition to the one specified in this contract. Eligibility and other criteria shall be determined solely by the Administration.

**F. Termination of Board Paid Insurance**

Board paid insurance will cease for all retirees July 1 of the year that they have committed to retire. In the event a teacher retires at semester/trimester time, Board paid insurance will cease on March 1<sup>st</sup> of that current school year.

**G. Tax Qualified Special Pay Plan**

The parties agree that the Rockford Public Schools will implement a tax qualified special pay plan under IRS Code 403(b) (AIG – Valic, special pay plan) for members of the bargaining unit represented by the Association.

**H. Vendors**

The Board of Education and the Association recognize the importance of each employee pursuing an active retirement savings program and in providing sound investment alternatives to assist them in achieving their retirement savings goal. The parties agree that MEA Financial Services Products, along with any other mutually selected investment providers shall be named as vendor(s) in the 204(b) plan document as appropriate under IRS regulations.

**ARTICLE XXII**

**TUITION REIMBURSEMENT**

In order to encourage professional growth and development, teachers on the BA + 18 scale with continuing certification or beyond, would be eligible for tuition reimbursement of up to six (6) credit hours (or equivalent in term hours) over a five (5) year span. If credits are earned from an accredited private or out-of-state institution, the maximum fee reimbursed will be the average per credit cost charged at M.S.U., C.M.U., W.M.U., G.V.S.U., Spring Arbor University, and University of Phoenix. Undergraduate credits will be reimbursed only with prior written approval of the Board or when requested by the Board. Reimbursement will be made after copies of proof of payment and a transcript indicating successful completion of the course is presented to the Administration Offices. If a teacher received tuition payment from scholarships or grants, no duplicate reimbursement will be made by the Board.

**2015-2016 SALARY SCHEDULE**

<b>STEP(S)</b>	<b>BA</b>	<b>BA+18**</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	38938	40264	42342	44046	44627
1.5	39458	40760	42913	44724	45312
2	39980	41254	43484	45397	45996
2.5	40827	42127	44441	46361	46973
3	41671	43001	45399	47324	47948
3.5	42432	44102	46510	48490	49110
4	43193	45203	47620	49653	50273
4.5	44297	46363	48850	50908	51547
5	45399	47525	50081	52161	52820
5.5	46524	48789	51422	53550	54312
6	47649	50051	52763	54941	55807
6.5	48776	51332	54113	56319	57198
7	49904	52611	55462	57697	58587
7.5	51033	53871	56816	59104	60007
8	52163	55131	58168	60510	61428
8.5	53284	56415	59499	61898	62829
9	54405	57698	60829	63284	64227
9.5	55502	58967	62180	64660	65618
10	56600	60238	63529	66038	67009
10.5	56600	61630	65064	67476	68639
11 thru 14	56600	63025	66595	68914	70268
14.5	56600	64602	68284	70593	72054
15 thru 19	56600	66181	69975	72272	73838
19.5	57011	67300	71217	73442	75028
20 thru 23	57421	68419	72458	74613	76218
23.5	57561	69275	73292	75488	77103
24 thru 27	57701	70130	74125	76363	77987
27.5	57839	70917	74902	77186	79308
28 thru 30	57976	71702	75681	78008	80629

**\*\*BA+18 degree change will not be granted unless written proof of planned program is submitted by college**

**Salaries Are the Contractual Salaries**

**Step(s) do not necessarily equate to years of service.**

## SALARY PROVISIONS

### A. Provisions for MA

Provisions for MA shall include its equivalent. MA or its equivalent shall mean thirty (30) semester hours or forty-five (45) term hours beyond the Bachelor's degree in the teaching field (graduate credit or prerequisite required for intended graduate work). These hours are to be completed following receipt of a Bachelor's degree.

EXAMPLE: Secondary Level – Field of Science

30 semester hours, which may include 24 semester hours in their field, and 6 semester hours in courses related to the teacher's role. It is recommended that teachers secure approval from the Superintendent of Schools before taking related courses.

EXAMPLE: Elementary Level – 30 semester hours or diversified courses

This could include any course completed, which would be beneficial in the teaching of the elementary curriculum.

An evaluation will be made in each individual case to determine the eligibility of each teacher. The Superintendent of Schools shall make the final decision.

### B. Eligibility for MA+30

Eligibility for MA+30 scale shall require thirty (30) semester hours of graduate credit after the Master's degree or sixty (60) hour Master's degree program. However, teachers employed in the District as of the 1987-88 school year and on the BA+18, MA or MA+15 scale as of the 1988-89 school year may qualify for the MA+30 scale with a minimum of fifteen (15) graduate hours in addition to their Master's degree provided they have a total of thirty (30) semester hours in addition to their Master's degree. Eligibility for the MA and MA+15 scales shall not be affected by these provisions for the MA+30 scale.

### C. District Social Workers

**Commencing the 2014-2015 school year, all social workers hired with proper Masters of Social Work documentation will be eligible to be placed on the MA+30 salary schedule. Social workers employed by the district as of September 1, 2014 with proper Masters of Social Work documentation will be eligible to be placed on the MA+30 salary schedule.**

### D. Salary Compensation for Part-time

Salary compensation for part-time shall be the prorated amount (prorated as to the percentage of appointment) at the appropriate Step for each bargaining unit member of salary schedule.

E. In the event that the Office of Retirement Services agrees to lower the districts retirement contribution based on Public Act 75 of 2010, the Board agrees to provide all members with a ½ step increase following the court ruling (expected January, 2014). The remainder of the step (1/2) would be awarded to begin the 2014-2015 calendar year.

F. Part-time

Part-time employees, who work one-half or more of the workday, or one-half of the workweek, shall receive a full-Step increase on the salary scale. Part-time employees working less than one-half of the school workdays (50% of a full contract) shall remain on the same Step the following year.

Part-time employees will be compensated for the percent worked of a normal full-time teacher’s day. The follow charts outline the percents based on a trimester schedule and a semester schedule:

Trimester Schedule	
Hour of Instruction	Percent Compensation
1	25.00%
2	50.00%
3	75.00%
4	100.00%

Semester Schedule	
Hour of Instruction	Percent Compensation
1	20.00%
2	40.00%
3	60.00%
4	80.00%
5	100.00%

G. Overload Pay

One-sixth (1/6) of BA minimum base salary for those teachers on Step 1 through Step 9 of the salary schedule will be paid any teacher at the Middle Schools who teaches a sixth hour for that year (1/12 of BA minimum base salary for a semester). Those teachers on Step 10 or above on the salary schedule will receive a flat rate of \$8,000.00 per year (\$4,000.00 per semester) for teaching an overload (or sixth class). One-fifth (1/5) of BA minimum base salary for those teachers on Step 1 through Step 9 of the salary schedule will be paid any teacher at the High School who teaches a fifth hour for that year (1/10 of BA minimum base salary for a semester). Those teachers on Step 10 or above on the salary schedule will receive a flat rate of \$9,000.00 per year (\$3,000 per trimester) for teaching an overload (or sixth class). This provision shall not apply to the social worker or psychologist.

H. Summer Lump Sum Payment

Those choosing a lump sum payment for the summer will be paid the 2<sup>nd</sup> pay in June. Qualified Association Members have a right to request the lump sum on the 1<sup>st</sup> June payment in a case of hardship.

I. Long-Term Sub Pay

Long-term substitutes will be paid normal substitute rates for their first 10 consecutive days of employment in the same position. Those working consecutive working days in the same assignment for days 11-30 will be paid at a rate of \$95. Those working consecutive working days in the same assignment for days 31-150 will be paid at a rate of \$115. Any long-term substitute that is employed in the same position for more than 150 days consecutive will be paid at BA step 1.

<b>INSURANCE PROVISIONS</b>
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A. The Board and Association recognize that duplication of insurance benefits has become a costly and wasteful expenditure of public funds. To this end, the Association agrees to strongly encourage its membership to avoid duplicate coverage.



The insurance benefits provided herein shall begin only after the teacher has properly completed the necessary forms, and the application has been accepted and approved by the appropriate carrier.

- B. The Board shall offer M.E.S.S.A. ABC Plan 1 with a 20% employee contribution cost to those who qualify.
- C. The provisions of this insurance section shall be controlled by the underwriter's requirements and Administration regarding benefits, eligibility and other matters.
- D. Effective September 1, 2011 and continuing for the duration of this agreement, those teachers who select M.E.S.S.A. ABC Plan 1(as outlined above) will receive the A.D.N. 80%-80%-80% Plan with a \$1,500.00 annual maximum through the remainder of this agreement, also included is a \$1,600.00 orthodontic lifetime maximum.
- E. The Board will provide a Long Term Disability Insurance to all regularly contracted teachers who work a minimum of fifteen (15) hours, plus other requirements.
  - 1. The qualifying period shall be ninety (90) calendar days or at the expiration of the employee's accumulated sick leave, whichever is greater.
  - 2. The scheduled monthly benefits shall be sixty-six and two-thirds percent (66 2/3%) of the insured person's monthly contracted salary to a maximum of \$5,000 per month.
  - 3. This program will compensate the employees to age sixty-five (65).
  - 4. Enrollees must be under sixty-four (64) years of age.

Offsets shall include: Social Security (frozen), Workers' Compensation, Retirement Programs, or any other disability income from a group, wholesale or franchise, insurance program.

**While an employee is on a qualified LTD leave, medical insurance will be carried for up to 24 months from the LTD qualifying date.**

- F. Those persons who elect ABC Plan 1 (as outlined above) shall receive a \$30,000 term life insurance with accidental death and dismemberment, as well as Vision coverage provided by Option 2 with N.V.A (National Vision Administrators).
- G. Option Plan – Flexible Benefits Plan  
For each full-time person who does not enroll in the medical/surgical care program, the Board of Education will provide the following fringe benefits for this option group:
  - 1. A.D.N., (100-90-90)with a \$1,500.00 annual maximum through the remainder of this agreement, include is an adult orthodontic rider.
  - 2. \$50,000 of term life insurance with accidental death and dismemberment
  - 3. Vision Coverage: Option 3 with N.V.A. (National Vision Administrators)

4. The Board will pay the employee \$2,600.00, cash in lieu, annually to be paid in bi-weekly amounts of \$100.00, except where defined in G.4.d. below.
  - a. The employee will be required to sign the Flexible Benefits Plan election form, which includes a waiver of health coverage.
  - b. The additional compensation will begin the month following completion of the election form. If the recipient delays in completing the election form in a timely manner, the annual compensation will be prorated. The Board will not be liable for any retroactive payments.
  - c. The above amount will be prorated if an employee does not work a full contract year.
  - d. Spouses who are dual employed by the district will be paid \$1,300.00, cash in lieu, annually to be paid in bi-weekly amounts of \$50.00.

#### H. Insurance Option Package

Contracted teachers who teach at least half-time or more may elect to take the cash in lieu as described in section G. 4. above, commensurate to the time worked, i.e., 3/5's equals 60% cash in lieu, 3/4's equals 75% cash in lieu, 4/5's equals 80% cash in lieu, etc. Employees who choose the insurance option package as described in G. 1-3. above, that are part-time as defined in the Master Agreement will receive those options at a commensurate rate of time worked, i.e., 3/5's equals 60% benefits, 3/4' equals 75% benefits, 4/5's equals 80% benefits, etc.

#### I. Voluntary part-time

All new employees hired to begin work on September 1, 2011 and thereafter, and are voluntary part-time employees, the board will provide a maximum of 50% of the benefit allowable for any percent less than full-time. This also pertains to cash in lieu as described above.

Example: 80% voluntary part-time employee would pay:

- $100\% - (80\%[\text{percent worked}] \times (100\% - 20\%)[\text{required contribution}]) = 36\%$  of premium

Example: 50% voluntary part-time employee would pay:

- $100\% - (50\%[\text{percent worked}] \times (100\% - 20\%)[\text{required contribution}]) = 60\%$  of premium

#### J. Interest Free Loan

For the **2016** calendar year, in addition to the employer HSA contribution the Board is making on behalf of each eligible employee enrolling in the High Deductible Health Plan, the District will also make an interest-free loan available to each employee at the beginning of the calendar year in order to enable the employee to make an immediate HSA contribution so that they have sufficient funds in the employee's HSA at the beginning of the plan year to satisfy the deductible. The loan shall be interest-free and shall be documented by an election form/loan agreement. In order to obtain the loan, each employee will be required to sign an election form and loan agreement under which the employee will agree to repay the loan amount by payroll deduction, and if there is an interruption in pay due to an unpaid leave or termination of employment, the employee shall further agree to otherwise timely repay the loan.

## MISCELLANEOUS INSURANCE PROVISIONS

1. For teachers hired before September 1, 2011 who teach three (3) or more hours daily (half-time or more), but less than full-time, shall receive benefits commensurate to the time worked, i.e., 3/5's equals 60% benefits, 4/5's equals 80% benefits, etc., if they so choose and are eligible. Employees who teach less than three (3) hours daily (less than half-time) are not eligible for benefits, but may elect to purchase benefits under the group plan.

All new employees hired to begin work on September 1, 2011 and thereafter, and are voluntary part-time employees, the board will provide a maximum of 50% of the benefit allowable for any percent less than full-time.

Example: 50% voluntary part-time employee would pay:

- $100\% - (50\%[\text{percent worked}] \times (100\% - 20\%)[\text{required contribution}]) = 60\%$  of premium
2. Elections made by a teacher shall remain unchanged for the balance of the period, except by mutual agreement.
  3. The insurance program will be administered by the Association, its agents or representatives.

## INSURANCE COST CONTAINMENT COMMITTEE

Both the Board and the Unions shall make a definite and serious commitment to study and review cost containment and possible premium reduction options of all insurances.

It is the understanding of the Board and the Association that the Board will declare itself policyholder of the negotiated M.E.S.S.A insurance coverage and M.E.S.S.A will then change the P.A.R agreement to accord policyholder status to the Board. Policyholder status will not impair or change the benefit level or carrier negotiated in this agreement or the current claims processing established by M.E.S.S.A.

**EXTRA-DUTY POSITIONS**

Extra-duty percentages shall be based on BA/Step 1 Base

<b>ACTIVITY</b>	<b>YEAR I</b>	<b>YEAR II</b>	<b>YEAR III</b>
<b>Baseball</b>			
Head Varsity	11	12	13
Head J.V./Head Freshman	7	8	9
<b>Basketball (Boys &amp; Girls)</b>			
Head Varsity	16	17	18
Head J.V./Head Freshman	10	11	12
Head 7 <sup>th</sup> /8 <sup>th</sup> Grades	6	7	8
Middle School "B" Teams	4	5	6
<b>Bowling</b>			
Head Varsity	5	6	7
<b>Cheerleading (Sideline – Fall)</b>			
Head Varsity	7	8	9
Junior Varsity	6	7	8
Freshman	4	5	6
Head 7 <sup>th</sup> /8 <sup>th</sup> Grades	3	4	5
Assistant (1)	2	3	4
<b>Cheerleading (Competitive)</b>			
Head Varsity	10	11	12
Junior Varsity	6	7	8
Freshman	6	7	8
Head 7 <sup>th</sup> /8 <sup>th</sup> Grades	6	7	8
<b>Cheerleading (Sideline – Winter)</b>			
Head Varsity	5	6	7
<b>Crew (Boys &amp; Girls)</b>			
Head Varsity	8	9	10
Assistants (1 – Boys, 1 – Girls)	6	7	8
<b>Cross Country (Boys &amp; Girls)</b>			
Head Varsity	8	9	10
Assistant (1 - shared)	6	7	8
Middle School	6	7	8
<b>Football</b>			
Head Varsity	16	17	18
Assistants (4)	10	11	12
Head J.V./Head Freshman	10	11	12
Assistants (1 – JV, 1 - Freshman)	9	10	11
Middle School Head Football	6	7	8
Middle School Assistant	4	5	6
<b>Golf (Boys &amp; Girls)</b>			
Head Varsity	8	9	10
Head J.V.	5	6	7
<b>Gymnastics</b>			
Head Varsity	10	11	12
Assistant (1)	6	7	8

ACTIVITY	YEAR I	YEAR II	YEAR III
<b>Hockey</b>			
Head Varsity	8	9	10
Assistant (1)	6	7	8
<b>Lacrosse (Boys &amp; Girls)</b>			
Head Varsity	8	9	10
Head J.V.	6	7	8
Head Freshman	5	6	7
<b>Ski Team (Boys/Girls Combined)</b>			
Head Varsity	8	9	10
Assistant (1)	6	7	8
<b>Soccer (Boys &amp; Girls)</b>			
Head Varsity	8	9	10
Head J.V.	6	7	8
Head Freshman	5	6	7
<b>Softball</b>			
Head Varsity	11	12	13
Head J.V./Head Freshman	7	8	9
<b>Swimming (Boys &amp; Girls)</b>			
Head Varsity	13	14	15
Assistant (1 – Boys, 1 - Girls)	8	9	10
High School Diving (1 – Boys, 1 – Girls)	6	7	8
Head 7 <sup>th</sup> /8 <sup>th</sup> Grades	6	7	8
Middle School Assistant	4	5	6
<b>Tennis (Boys &amp; Girls)</b>			
Head Varsity	8	9	10
Head J.V.	5	6	7
Middle School	6	7	8
<b>Track (Boys &amp; Girls)</b>			
Head Varsity	11	12	13
Assistants (3-total between Boys & Girls)	7	8	9
Head 7 <sup>th</sup> /8 <sup>th</sup> Grades	6	7	8
Assistants (3)	4	5	6
<b>Volleyball</b>			
Head Varsity	11	12	13
Head J.V./Head Freshman	8	9	10
Head 7 <sup>th</sup> /8 <sup>th</sup> Grades	6	7	8
Middle School “B” Teams	4	5	6
<b>Water Polo (Boys &amp; Girls)</b>			
Head Varsity	11	12	13
Assistants (1)	7	8	9
JV Coach (1)	7	8	9
<b>Wrestling</b>			
Head Varsity	13	14	15
Assistant (2)	8	9	10
Head 7 <sup>th</sup> /8 <sup>th</sup> Grades	6	7	8
Assistants	4	5	6

One percent (1%) shall be added to the extra duty assignment at the beginning of the eighth (8<sup>th</sup>) year extra duty assignment in the same assignment.

## OTHER ACTIVITIES

ACTIVITY	YEAR I	YEAR II	YEAR III
<b>Telecommunications / TV Studio Director</b>			
(1 hour released time)	6	7	8
(2 hours released time)		None	
<b>Band</b>			
Director	15	16	17
Assistants	9	10	11
<b>Choir</b>			
Senior High	2 ½	3	3 ½
<b>Debate</b>	5	6	7
(If incorporated with class)	1 ½	2	2 ½
<b>Department Head</b>			
2-9 Teachers	3	3½	4
10 or more Teachers	5	5½	6
<b>Dramatics</b>	5	6	7
High School (Per Play)	5	6	7
Middle School (Per Play)	3	4	5
<b>Elementary Lead Teachers</b>	3	3 ½	4
<b>Forensics</b>	5	6	7
(If incorporated with class)	1 ½	2	2 ½
<b>National Honor Society</b>	3	3 ½	4
National Junior Honor Society	2	2 ½	3
<b>Newspaper</b>			
Senior High	6	7	8
(If incorporated with class)		None	
<b>Odyssey of the Mind</b> -Coordinator	2		
<b>Safety Patrol</b>	3	4	5
<b>Science Olympiad</b> of the High School/Middle School-Coordinator	2		
<b>Sixth Grade Camp</b>	5	6	7
<b>Student Council</b>			
Senior High	5	6	7
(If incorporated with class)	1 ½	2	2 ½
Middle School	3	4	5
Elementary Schools	3	4	5
<b>Variety Show Director</b>	3	4	5
<b>Yearbook</b>			
Senior High	6	7	8
(If incorporated with class)	2	3	4
Middle School	5	6	7

Extra-duties cover all responsibilities for each assignment. If the following individuals are contracted to handle assignments not listed above, they will receive two and one-half percent (2 ½%) of salary for each week worked. These include:, Co-Op coordinator, wood shop instructor, metal shop instructor, Middle School shop instructor, head counselor-Senior High, counselor, coordinator-Senior High, Middle School counselor.

Extra-duty pay for any individual (whether they are in the bargaining unit or not) may not deviate from the above percentages.

It is understood and agreed between the parties that a contract stipulating extra compensation for a teacher performing extra duties shall not be deemed to grant continuing tenure in such capacity. For a teacher who has attained continuing tenure, failure of the Board to reemploy such teacher in a capacity other than as a classroom teacher shall not be deemed a demotion within the provisions of Act 4, Michigan Public Acts of 1937, as amended.

**APPLICABLE ONLY TO CHILDCARE WORKERS**

A. Salary

1. Each employee working at least one-half (1/2) of the school year session will move one (1) Step at the beginning of the next summer session.
2. For number of days for which pay is granted see A.4 and A.5.
3. C. Effective July 1, 1994.
4. Effective September 1, 1999 all current childcare workers will be “grand fathered” under childcare working conditions and provisions for the duration of their employment in this classification. There will be no new, additional or replacement childcare positions effective September 1, 1999.

**Childcare Workers Salary Schedule**

<b>STEP</b>	<b>2015-2016</b>
<b>1</b>	<b>\$26,669.39</b>
<b>2</b>	<b>\$27,644.13</b>
<b>3</b>	<b>\$27,829.28</b>
<b>4</b>	<b>\$28,346.76</b>
<b>5</b>	<b>\$28,986.93</b>
<b>6</b>	<b>\$29,624.86</b>
<b>7</b>	<b>\$30,272.85</b>
<b>8</b>	<b>\$30,917.48</b>
<b>9</b>	<b>\$31,538.68</b>
<b>10</b>	<b>\$32,135.37</b>

## 5. Method Of Payment

There will be twenty-six (26) payments with a possible lump sum option.

## 6. Longevity

Each full-time employee, i.e., seven (7) hours per day for the year, who has been employed by the Board for fifteen (15) or more years as of September 30 of any year shall be paid \$375.00 payable at the conclusion of each year.

Each full-time employee who has been employed by the Board for twenty (20) or more years as of September 30 of any year shall be paid \$500.00 payable at the conclusion of each year.

**(Note:** The first year of employment is the entire school year. The employee must be employed on or before September 30 of that year.)

## B. Insurance

1. The Board shall offer M.E.S.S.A. ABC Plan 1 **for qualified employees.**
2. Dental Insurance 80/80/80- with a \$1,500.00 annual maximum through the remainder of this agreement, also included is a \$1,000.00 orthodontic maximum – For all who are eligible.
3. Vision Insurance – For all who are eligible.
4. Life Insurance: \$30,000 – For all who are eligible.

## C. Leaves

1. Sick Leave Days
  - A. Summer session – One (1) day
  - B. School year session – Ten (10) days
2. Leave without pay request for more than five (5) working days must be filed with the Personnel Office not less than three (3) working days prior to the beginning of such leave. Approval or disapproval shall be submitted to the employee as soon as practicable.
3. Unused leave time shall be cumulative and shall be credited to the employee's leave time bank. Accumulation of unused leave time is 160.
4. Any employee absent because of personal illness or injury or on orders of his/her physician to remain absent from duty due to exposure to disease may be required by the Superintendent of Schools or his/her designee to report to the Board of Education physician for an examination.



#### D. Retirement

As of the 2004-2005 school year, retirement benefits will be based on Article IX, Section A & B.

#### E. Professional Growth

Each full-time employee (i.e., seven [7] hours per day) after the first semester of employment (prior to the beginning of the semester in which he/she is enrolled) shall be eligible for tuition reimbursement of up to six (6) credit hours (or equivalent in term hours) over a five (5) year span. If credits are earned from an accredited private or out-of-state institution, the maximum fee reimbursed will be the average per credit cost charged at M.S.U., C.M.U., W.M.U., G.V.S.U., Spring Arbor University, and University of Phoenix. Undergraduate credits will be reimbursed only with prior written approval of the Board or when requested by the Board. Reimbursement will be made after copies of proof of payment and a transcript indicating successful completion of the course (grade "C" or better) is presented to the Administration Offices. If a teacher received tuition payment from scholarships or grants, no duplicate reimbursement will be made by the Board

#### F. Reimbursement for Damage to Personal Items

In the event of an assault by a student(s) on an employee, while the employee is acting in the line of duty, causing damage to the employee's personal property (excluding jewelry and watches) the Board shall make an equitable financial settlement for such damage with the employee involved. Such damage shall be reported immediately to the building administrator.

#### G. Automobile Vandalism and Theft

1. Employees shall be reimbursed for damage to the employee's automobile because of vandalism or theft at the rate of up to \$75.00 on the first claim and total payment on second or more, subject to the following conditions for the term of this Agreement:

- A. The employee was acting as an employee when the loss occurred.
- B. The automobile was in the parking area designated by the Board.
- C. The automobile was locked with the windows closed in case of damage or theft to the inside of the automobile.
- D. The items damaged or stolen were attached to or regular accessories of the automobile.
- E. The damage was reported to the employee's immediate supervisor, in writing, no less than two (2) working days after the discovery of the same.

#### H. Transporting Students

Damage that occurs due to transporting students shall be referred to the Special Education Office.

<b>KENT INSTRUCTIONAL DELIVERY SYSTEM (K.I.D.S.)</b>
--

A. Introduction

1. The two-way interactive electronic networking system may be utilized as an alternative instructional delivery system. The intent and purpose of the K.I.D.S. projects is to provide a vehicle for the cooperative offering and sharing of K-12 educational opportunities and to provide quality educational resources to students of the participating districts in a cost-effective and efficient manner.
2. The Agreement hereinafter referred to as the K.I.D.S. ADDENDA is entered into June 7, 1994, by and between the K.C.E.A./R.E.A. and the Rockford Public Schools
3. The contract language that follows is to be addenda to the local Master Agreement. In order for these addenda to be in effect in any school district, they must be approved by the Board of Education for that district and the K.C.E.A./R.E.A. Areas not covered by the addenda shall be governed by the terms of the local collective bargaining Agreement of each constituent district.
4. Any local school district that fails to ratify the K.I.D.S. Addenda shall not participate in K-12 student instruction via the K.I.D.S. network and shall not act as either an originating site or remote site for K-12 student instruction. Failure to ratify these addenda shall not preclude a local school district's use of the network for other purposes, e.g. staff development, extra-curricular activities, and other non-credit K-12 activities.

B. Definitions

1. "Telecommunication" or "Telecommunications Classes" shall be defined as the teaching of students via a two-way interactive television system known as Kent Instructional Delivery System. Teachers will be considered employees of the originating district.
2. "Originating Site District" shall be defined as the location where the teacher responsible for the Telecommunication Class is located.
3. "Remote Site District" shall be defined as location/designation where class instruction is being received via television.

C. Responsibilities of Originating and Remote Site Districts

1. The originating site district shall be responsible for the course content, material selection, instruction, testing, evaluation and grading of students at the originating site district and at all remote site districts.
2. Behavior or discipline and supervision of students at remote sites shall be the responsibility of the remote site district. If teachers are assigned classroom supervision at a remote site, such assignment shall be in lieu of a classroom or other supervisory assignment. No teacher will be regularly assigned to supervise remote site students during the teacher's preparation period or during the time he/she is performing his/her assigned duties.

## D. Working Conditions

### 1. *Class Size:*

The parties mutually agree that the purpose of K.I.D.S. is to provide quality, cooperative academic programming in order to enrich educational opportunities for students. Accordingly, class sizes shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for full two-way interactive participation. Total class size, including both the originating and remote sites, shall be subject to the language in the Master Agreement of the originating site district.

### 2. *Preparation*

Teachers located at an originating site who are teaching a K.I.D.S. class will have to adjust their teaching methods and spend additional time to be effective using two-way interactive technology. To compensate for this extra time and effort, a teacher assigned to teach a class from an originating site via K.I.D.S. will be paid an additional \$1000 per preparation per semester.

### 3. *Class Schedules*

Teachers presenting K-12 telecommunications classes to elementary or secondary-aged students will generally have those classes scheduled during regular contract work time. It is recognized that in order to accommodate the different starting/ending times of originating/receiving districts that work times may vary somewhat.

If classes are scheduled outside the normal workday or work year, teachers will have their individual starting and/or ending time adjusted. If additional work time is required to accommodate the schedules of sending/receiving districts, the teacher shall be compensated at a pro rata of his/her base contract daily rate of pay calculated for each ¼ hour or portion thereof.

### 4. *Equipment*

It will not be the responsibility of the classroom teacher to repair and maintain the telecommunications equipment. Teachers will be trained to focus and make minor adjustments to said equipment.

### 5. *Training*

Initial and on-going training in the use of telecommunications as an alternative educational delivery system shall be made available to teachers who will be presenting telecommunications classes.

Participating teachers shall be compensated as specified in the Master Agreement of the originating site district if training is outside the normal work day/year.

### 6. *Teacher Evaluation*

All evaluations shall require the physical presence of the evaluator at the sending site. The teacher will be informed that they are being observed/evaluated. The sending district Administration will have responsibility for the evaluation, as the teacher is the employee of the originating district.

7. *Mileage*

Originating site district teachers will be reimbursed for the allowable mileage if they are required to use their personal automobile to travel between sites or to meetings related to K.I.D.S. The mileage reimbursement will be as specified in the Master Agreement.

8. *Vacancies*

Teaching vacancies shall be filled on a voluntary basis and such teachers will be assigned to telecommunication courses in accordance with local contract language provisions.

C. Job Security

- A. It is not the purpose of the K.I.D.S. project to reduce the number of bargaining unit members employed or the hours worked as a result of the implementation and use of telecommunications via K.I.D.S.
- B. No member of the staff of a specific originating site district or the schools served by that given site shall be laid off or have hours worked reduced as a direct result of the implementation and use of telecommunications via K.I.D.S.
- C. Any teacher presenting a K-12 telecommunications class shall be represented by the teacher bargaining unit of the originating district.

D. Broadcast and Rebroadcast Conditions

In accepting any assignment to teach a telecommunications course, the teacher assigned agrees to and acknowledges the following:

1. A telecommunications class may be televised for demonstration purposes with the knowledge and consent of the presenting teacher.
2. Videotapes of a telecommunications class may be used for makeup work for all students currently enrolled in that telecommunications class. Videotapes may be used for other purposes with prior knowledge and consent of the teacher. Teachers may use such tapes with prior knowledge and consent of the Board or its designee.
3. Videotapes of telecommunications classes are the property of the originating site district.
4. All instructional presentations for which teachers are paid to create and produce, may be copyrighted by, and are the sole property of, the designated originating site district.
5. K.I.D.S. shall not be used to replace teachers involved in a labor dispute.

E. Problem Solving Efforts

1. Whereas the implementation and use of instruction by two-way interactive television is developmental, the parties agree that it may be necessary to meet from time to time in order to resolve issues that were not contemplated or addressed at this time. Accordingly, the parties agree to meet promptly at the request of either.
2. Amendments shall be subject to the approval of the parties in accordance with Article I of this addenda.

F. Relationship to Local Master Agreements

The parties agree that this K.I.D.S. ADDENDA will continue in force and effect until August 15, 1997. The addenda shall not be extended orally.

## SCHOOL CALENDAR

The District shall provide the days and/or hours of student instruction as required by State law.

YEAR	DAYS	HOURS	PROFESSIONAL DEVELOPMENT
1999-2000	182	1047	3
2000-2001	183	1098	4
2001-2005	180 minimum	1098	5
2005-2007	-	1098	5
2007 -2013	-	1098	Minimum equivalent to 5 days
2014 and Beyond	175 minimum	1098 (not including PD)	Minimum equivalent to 5 days

The school District will not count as days of instruction certain days beyond the control of school authorities as days lost due to inclement weather, equipment breakdowns and any other malfunctions of any type or nature as determined by the Board. When such days occur and school is closed, the District shall be entitled to reschedule such days, and persons shall not be entitled to additional salary or other compensation for providing customary services on such rescheduled days.

The scheduled school year ending date as printed is variable dependent upon the number of makeup days implemented by the Board. For example, a substantial number of days missed due to conditions beyond the control of school officials as previously defined may result in a school year beyond the date printed.

### Based on 175 School Days (180 starting in 2016/17) – Tentative Key Dates

	Tentative First Day of School	Thanksgiving		Christmas		Spring Break		Tentative Last Day of School
		Start	School Resumes	Start	School Resumes	Start	School Resumes	
2015-2016	9/8	11/25	11/30	12/19	1/4	4/1	4/11	6/10
2016-2017	9/6 or 8/30	11/23	11/28	12/17	1/3	3/31	4/10	6/9
2017-2018	9/5 or 8/29	11/22	11/27	12/23	1/8	3/30	4/9	6/8
2018-2019	9/4 or 8/28	11/21	11/26	12/22	1/7	3/29	4/8	6/7
2019-2020	9/3 or 8/27	11/27	12/2	12/21	1/6	4/3	4/13	6/5

## 2015-2016 SCHOOL CALENDAR

178 State Reported Days - 175 Actual Instruction Days

AUGUST	25-26-27 (Tuesday-Thursday)	NEW TEACHER ORIENTATION/TRAINING
SEPTEMBER	1 & 2 (Tuesday - Wednesday)	ALL STAFF PROFESSIONAL DEVELOPMENT DAY/PLC(2.0)
	4 (Friday)	NO SCHOOL FOR STAFF
	7 (Monday)	LABOR DAY (No School for ALL Students and Staff)
	8 (Tuesday)	FIRST STUDENT DAY
OCTOBER	1 (Thursday)	2-hour LATE START – Professional Development for Staff (START TIMES = 9:40 A.M. SECONDARY & 10:40 A.M. ELEMENTARY)
	20 & 22 (Tuesday and Thursday)	SECONDARY (6-8) PARENT/TEACHER CONFERENCES – Full School Days
	21 & 22 (Wednesday-Thursday)	SECONDARY (9-12) PARENT/TEACHER CONFERENCES – Full School Days
	23 (Friday)	½ DAY FOR ALL STUDENTS AND TEACHING STAFF
NOVEMBER	17 & 19 (Tuesday and Thursday)	ELEMENTARY (K-5) PARENT/TEACHER CONFERENCES – Full School Days
	19 & 20 (Thursday-Friday)	SECONDARY (9-12) EXAMS End of 1 <sup>st</sup> Trimester
	25-26-27 (Wednesday-Friday)	THANKSGIVING VACATION (No School for ALL Students and Staff)
DECEMBER	18 (Friday)	LAST WORK DAY PRECEDING CHRISTMAS VACATION
DECEMBER 19 (Saturday)	JANUARY 3 (thru Sunday)	CHRISTMAS VACATION
JANUARY	4 (Monday)	SCHOOL RESUMES
	20 & 21 (Wednesday-Thursday)	SECONDARY (9-12) PARENT/TEACHER CONFERENCES – Full School Days
	22 (Friday)	End of 1 <sup>st</sup> Semester (6-8)
	27 (Wednesday)	2-hour LATE START – Professional Development for Staff (START TIMES = 9:40 A.M. SECONDARY & 10:40 A.M. ELEMENTARY)
FEBRUARY	15 (Monday)	MID-WINTER BREAK
	16 (Tuesday)	PROFESSIONAL DEVELOPMENT DAY/PLC (1.0) (No School for ALL Students)
	23 & 25 (Tu&Th)	SECONDARY (6-8) PARENT/TEACHER CONFERENCES – Full School Days
MARCH	1 & 3 (Tuesday and Thursday)	ELEMENTARY (K-5) PARENT/TEACHER CONFERENCES – Full School Days
	2 & 3 (Wed-Thur)	SECONDARY (9-12) EXAMS End of 2 <sup>nd</sup> Trimester
	4 (Friday)	NO SCHOOL FOR ALL STUDENTS AND TEACHING STAFF
APRIL	1 (Friday)	NO SCHOOL
	4-8 (Mon-Fri)	NO SCHOOL – Spring Break
	11 (Monday)	2-hour LATE START – Professional Development for Staff (START TIMES = 9:40 A.M. SECONDARY & 10:40 A.M. ELEMENTARY)
	20 & 21 (Wednesday-Thursday)	SECONDARY (9-12) PARENT/TEACHER CONFERENCES – Full School Days
MAY	27 (Friday)	SNOW MAKE-UP DAY -or- NO SCHOOL
	30 (Monday)	MEMORIAL DAY (No School for ALL Students and Staff)
JUNE	9-10 (Thurs-Friday)	SECONDARY (9-12) EXAMS/DK-8 RECORD DAYS (1/2 Day for ALL Students)
	10 (Friday)	TENTATIVE LAST DAY OF SCHOOL (1/2 Day for Staff)

Staff personnel shall comply with the principals' end-of-the-school-year assigned checkout procedures, and promptly and appropriately fulfill these obligations in person at the end of the last student day or no later than the Monday morning immediately following the last student day, unless excused by the Administration.

1. At the elementary level, Parent-Teacher Conference sessions may be scheduled throughout the school year, for a total of twelve (12) hours per school year
2. At the middle school level, Parent-Teacher Conference sessions may be scheduled each semester, for a total of twelve (12) hours per school year.
3. At the high school / high school freshman center, Parent-Teacher Conference sessions may be scheduled each trimester, for a total of twelve (12) hours per school year.
4. Dates for these conferences shall be mutually agreed upon by representatives of the R.E.A. and the Board of Education.
5. If evening sessions are scheduled, teachers will receive compensatory time.
6. Compensatory time is defined as one-half (1/2) day released time per night session.
7. Any teacher (K-5) that has to hold Parent/Teacher conferences in excess of the scheduled 6 contractual hours as explained above due to class size shall be entitled to submit their conference schedule showing the excess conference time to their building principal for approval. Compensatory time or \$22.00 per hour equivalent to the amount of time in excess of 6 hours of Parent / Teacher conferences shall be granted upon approval from their immediate supervisor.

<b>MEMORANDUM OF UNDERSTANDING</b>
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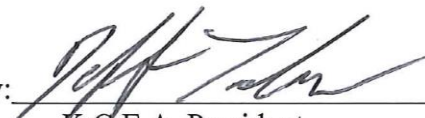
“The Board of Education, the Administration, and the Rockford Education Association understand and mutually agree that their primary purpose is to provide quality education to the students of the District. In the event that teacher workday, as established by the Collective Bargaining Agreement, needs to be changed to accommodate school enrollment, the physical restrictions of the facilities, revenue shortages or other circumstances, the parties pledge to engage in meaningful negotiation to mutually resolve any such scheduling difficulties in sufficient time to allow for the normal opening of the school year. The Association agrees it will not jeopardize the start of the school year by unreasonably withholding its consent to necessary schedule changes.”

**DURATION OF AGREEMENT**

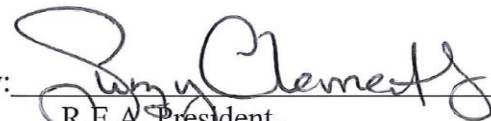
This contract will be effective for the 2015-2016 school year starting July 1, 2015 and expiring June 30, 2016

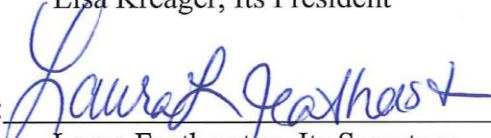
KENT COUNTY EDUCATION ASSOCIATION  
ROCKFORD EDUCATION ASSOCIATION  
ROCKFORD, MICHIGAN

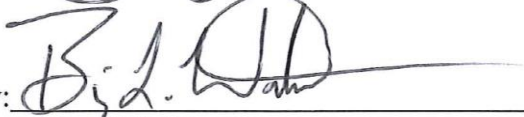
ROCKFORD BOARD OF EDUCATION  
ROCKFORD PUBLIC SCHOOLS  
ROCKFORD, MICHIGAN  
KENT COUNTY

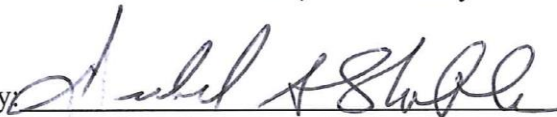
By:   
K.C.E.A. President

By:   
Lisa Kreager, Its President

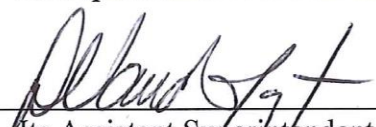
By:   
R.E.A. President

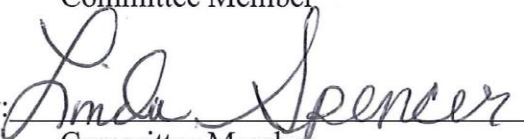
By:   
Laura Featherston, Its Secretary

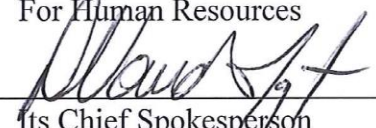
By:   
Its Chief Spokesperson

By:   
Its Superintendent of Schools

By:   
Committee Member

By:   
Its Assistant Superintendent  
For Human Resources


By:   
Committee Member

By:   
Its Chief Spokesperson

By:   
Committee Member

By:   
Its Assistant Spokesperson

By:   
Committee Member

By:   
Committee Member



**HEALTH CARE PROCEDURE AUTHORIZATION  
FOR MEDICALLY FRAGILE STUDENTS**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_

Address (if different): \_\_\_\_\_

Physician: \_\_\_\_\_ Phone: \_\_\_\_\_

**Note to physician: Should you have any questions regarding this request, please contact:**

(Teacher) \_\_\_\_\_ at \_\_\_\_\_

or the Director of Special Services \_\_\_\_\_ at \_\_\_\_\_

I. Verification of Medical or Health Status:

- A. Attach pertinent reports or records (see signed Release of Information).
- B. Identify any medical or health concerns that are not addressed in A above.

II. Procedures/Interventions:

- A. List health care procedures/interventions required and their frequency.
- B. Identify any additional restrictions or modifications in school activities or health care that would be necessary for the student to participate in the school.
- C. Identify additional special equipment, aids, restraints, or mobility assistance needed for the student to safely participate in school.
- D. Identify training required for staff to provide the supervision or interventions addressed in II.A.

III. Recommendations for Transportation and School Attendance:

- (1) Based upon the above information and identified procedures, this student is able to be safely transported to and from and attend school and, therefore, transportation and school attendance is recommended.
- (2) Based upon the above information and procedures, this student is NOT able to be safely transported to and from school and, therefore, transportation is not recommended.
- (3) Based upon the above information, it is recommended that the Individualized Educational Planning Committee (IEPC) be convened to determine appropriate school and support services.

\_\_\_\_\_  
Signature of Physician

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

## LETTERS OF AGREEMENT

The parties, during the negotiations of the bargaining Agreement on the dates below, reached the following understandings regarding the interpretation and implementation of their contract.

### A. Administrative Status on Seniority List, Article XII.6.C. (1994-1997)

The parties have modified the seniority definition effective with the 1994-97 bargaining Agreement. The following provisions apply to the implementation of the seniority provisions.

1. These provisions shall apply prospectively only.
2. All District administrators shall retain current seniority as of July 1, 1994.
3. All future administrators shall not acquire seniority unless they have been employed in the bargaining unit. However, administrators with teacher tenure in the District shall have placement rights in the unit over probationary teachers.
4. An administrator on unpaid leave or layoff for three years will lose bargaining unit seniority.

### B. Insurance and Subcontracting (1994-1997)

The parties acknowledge that the District may be required by applicable state law to bid health insurance in order to receive or maintain a full foundation grant. In that event, the District will bid the health insurance benefits as stated in this Agreement, equal to or better than existing carrier and program, but the District will not be obligated to provide such benefits via the carrier(s) stated in this Agreement. However, the District will bargain with the Association concerning the implementation of any change in carrier(s) as the result of such bid.

### C. Working Conditions (1998) for Elementary Specials Teachers

#### 1. Teaching Loads

The elementary specials teachers' (music, physical education and art) work loads shall be 45 to 48 thirty (30) minute sections of instruction per week and 42 to 44 thirty (30) minute sections of instruction per week for those on a cart.

Those elementary special teachers who are not full time shall have a pro rated workload from the above description.

#### 2. Scheduling Specials

Discussion relating to preliminary scheduling by elementary principals of specials normally will commence near the end of each school year. Included in the scheduling discussion should be elementary principals, executive director of community services and special services, and one teacher representative from each special group to serve in an advisory capacity and be chosen by a vote of the special teachers. Tentative special schedules will be given out to the appropriate teacher by June 1 of each school year.

#### 3. Other

- a. One elementary principal will serve as a liaison to meet with the representative group of elementary specials (one from art, music and physical education) in the fall of the school year and periodically throughout the school year when the need arises. Not more than six (6) meetings shall be convened annually.

- b. Choirs, special groups and/or clubs assigned by the building principal shall meet once a week for 30 minutes. This time shall count as one section of instructional time.
- c. Inter-travel time of 30 minutes shall be assigned between two elementary buildings and shall be considered one section. Every effort will be made by administration not to schedule an elementary special teacher in three (3) elementary buildings or programs. On occasion, due to unforeseen emergencies, three (3) elementary buildings may need to be scheduled. Those elementary special teachers in three buildings will be paid the hourly rate (Article V, Section A) for additional required night activities by the building principal.

4. Definitions

Inter-travel time: This is the travel time that a teacher has between schools when two or more sites are scheduled.

Intra-travel time: This is the 0:05 minutes a teacher must have on a cart, going from classroom to classroom, within a given building.

5. Specials Resources

The elementary principal who serves as a liaison and his/her representative committee shall do a study of needed “large” items to standardize curriculum across the district and shall make a recommendation to the Superintendent or his/her designee as to cost, items needed and a schedule for implementation. Administration has the right to accept, deny or alter the recommendation or request submitted by the special teachers.

C. Multi-Building – Secondary travel compensation

Teachers required to travel from one building to another during their prep period, within the workday, shall be entitled to the following compensation:

The amount of \$18.00 per hour (accumulated) shall be paid.

This travel time has been determined between the union representative and Human Resources.

ERMS to NRMS (or visa versa)	14 minutes, 30 seconds
NRMS to HSFC (or visa versa)	10 minutes, 30 seconds
NRMS to RHS (or visa versa)	11 minutes
ERMS to RHS (or visa versa)	17 minutes
HS/FC to RVA (or visa versa)	12 minutes

This excludes the High School/Freshman Center travel, which will be compensated as follows:

Those teachers required (did not request a split between the buildings) to travel during their prep period between the High School and the Freshman

Center shall receive two (2) compensation days each school year. If the teacher does not use the comp days, the days will be converted to sick leave the following year.

Multi-building compensation at the secondary level does not apply to intenerate staff, auxiliary or ancillary staff, counselors, vocal music, elementary specials and band teachers.

- D. Credit Given for Teaching Experience Outside of Rockford Public Schools (1999)
1. A maximum of five (5) years credit will be allowed for teaching experience outside the Rockford Public Schools.
  2. New hires with less than five (5) year's experience will be placed on the appropriate corresponding step equal to years of teaching experience.
  3. In order to hire quality, qualified, experienced teachers in areas of high demand, credit will be provided for teaching experience. The new hire will be placed on the closest salary step without loss of salary.

- E. Release Time for R.E.A. President (1999) and Treasurer
- It is hereby agreed that the Rockford Education Association shall reimburse the Rockford Board of Education 2/6<sup>th</sup> of the R.E.A. President's salary and 1/6<sup>th</sup> of the R.E.A. Treasurer's salary for each hour of release time granted. Benefits will be provided the R.E.A. President and R.E.A. Treasurer on the basis of full-time employment.

Payments by the R.E.A. will be made twice yearly.

- F. No Child Left Behind Act (NCLB)
1. The above named parties do hereby agree to the following provisions regarding the Elementary and Secondary Act (ESEA) / No Child Left Behind Act of 2001:
    - a. If implementation of the above named act has an impact on wages, hours, or other terms and conditions of employment, the Board and the Association agree to negotiate any changes.

- G. Elementary Art, Physical Education and Music
- If during this agreement, Elementary Art, Physical Education and/or Music are discontinued, classroom teachers will not be responsible for covering that curriculum unless the Superintendent or his/her designee and the Association President or his/her designee agree to do so.

## LETTER OF AGREEMENT

### 2004-2005 WAGES & SALARY DEFERRAL

The parties do hereby agree to the following provisions regarding payment of wages the 2004- 2005 school year:

1. For the 2003-04 school year, the salary schedule will not be increased (0%). Step advancement will occur.
2. For the 2004-05 school year, the salary schedule shall be increased by 2%, across the board.
3. To assist in the financial stability of the district, REA members, who are entitled to step advancement, shall defer the amount of the 2004-05 step increase for payment at a later date.
  - A. Teachers on Step 25 or above, beginning in the 2004-05 school year, may elect to take their deferred 2004-05 step increase in equal amounts over a five year period. Teachers, who retire before the five-year period, shall be paid the remainder of the deferred amount in the school year in which they retire or terminate employment with the Rockford Public Schools.
  - B. Teachers on Steps 24 and below, beginning in the 2004-05 school year shall be paid their deferred step increase upon retirement, resignation or termination of employment from the Rockford Public Schools.
  - C. In the event of financial hardship, up to five (5) teachers a year may request reimbursement of his/her deferred step increase. Application should be made to the President of REA and the Superintendent or his/her designee who will meet with the teacher and verify the need for reimbursement. If more than five teachers apply, seniority shall prevail.
4. For purposes of this agreement, it is understood that only the dollar amount of the step increment for 2004-05 is being deferred. Normal step advancement is not impacted. For example, a teacher on BA step # 4 in 2003-04, will advance to BA step #5 in 2004-05 and BA Step #6 in 2005-06.
5. Teachers, entitled to a step, shall receive a letter from the personnel office, which specifies the exact amount of the salary deferral. This letter will be filed in the teacher's personnel file. In addition, the Association will receive an annual and updated complete list of teachers who are owed reimbursement.
6. This agreement pertains only to the 2004-05 school year, and does not establish a precedent or binding practice.

7. This Letter of Agreement shall not expire until every teacher on the list is reimbursed.

**FOR THE BOARD:**

\_\_\_\_\_  
Jamie Hosford, Assistant Superintendent  
Human Resources

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**FOR THE ASSOCIATION:**

\_\_\_\_\_  
Sue Oaks, Rockford EA President

\_\_\_\_\_  
Date

**FOR THE KCEA/MEA:**

\_\_\_\_\_  
Frank Musto, Uniserv Director

\_\_\_\_\_  
Date

<b>LETTER OF AGREEMENT</b>
----------------------------

Kent Intermediate School District  
And  
Rockford Education Association

In conjunction with the Special Education Services Agreement entered into between Rockford Public School District (“Local District”) and the Kent Intermediate School District (“Kent ISD”), effective August 1, 2004, the Rockford Education Association (“Association”) and the Kent ISD agree to the following:

1. All special education personnel transferred from the Local District to the Kent ISD pursuant to the Special Education Services Agreement (“Transferred Personnel”) will continue to be unit members only in the Local District’s bargaining unit.
2. The Kent ISD agrees to sign and adhere to the Local District’s collective bargaining agreement as a joint employer with the Local District for the Transferred Personnel.
3. All terms and conditions of employment of any Transferred Personnel shall continue to be governed by the collective bargaining agreement between the Local District and the Association. Beyond the changes identified in this Letter of Agreement, the addition of the Kent ISD as a joint employer of the Transferred Personnel and a signatory to Association’s bargaining agreement with the Local District shall not operate to change the wages or other terms and conditions of employment as established in the Local District’s bargaining agreement.
4. Transferred Personnel will not be covered by nor entitled to any benefits, rights, privileges or responsibilities under the collective bargaining agreement between the Kent ISD and KCEA/KIEA which covers solely the ISD’s professional staff.
5. The Association acknowledges that the Kent ISD, as a joint employer of Transferred Personnel, shall act as the fiscal agent of those employees and shall be solely responsible for the payment of wages to and insurance benefit premiums for the Transferred Personnel. The compensation of any Transferred Personnel will be in accordance with the terms of the Collective Bargaining Agreement with the employee’s Local District, except Kent ISD may adjust the timing of payments and similar procedural issues to coordinate with its pay cycles.



<b>LETTER OF AGREEMENT – Evaluations/Layoff &amp; Recall</b>
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This Agreement is between the Rockford Board of Education (Board) and the Rockford Educational Association (REA).

**RECITALS**

**WHEREAS**, based on the passage of sections 1248 and 1249 of the revised school code and sections 15(3) (k), (l) and (n) of the Public Employment Relations Act (PERA) language regarding layoff and recall and language regarding observation and evaluation in the 2010-2013 collective bargaining agreement (CBA) were not included in the 2013-2016 CBA for staff to which the aforementioned statutes pertain; and

**WHEREAS**, the parties are aware of pending or threatened legal challenges to the constitutionality and/or validity of all or some of the aforementioned statutes; and

**WHEREAS**, the parties are willing to engage in negotiations regarding whether the aforementioned contract language or modifications thereof should be added to the 2013-2016 CBA in the event that changes in the law during the term of the 2013-2016 CBA make that permissible.

**NOW, THEREFORE**, the parties have agreed to the following:

- 1. If at any time during the term of the 2013-2016 CBA there are changes to the law as a result of legislative changes or rulings by any court of appropriate jurisdiction (to which there is no appeal filed) making it permissible to negotiate regarding layoff and recall of employees covered by section 15(3)(k) of PERA, or negotiate regarding observation or evaluation of employees covered by sections 1248 or 1249 or the revised school code and sections 15(3)(l) and (n) of PERA, the Board and REA shall engage in negotiations to determine whether the language in Article VIII.B., Article XI, and Article XII of the 2010-13 contract, or modifications of that language, should be added to the 2013-16 contract. (See attached).
  
- 2. Nothing in this Agreement shall be construed as amending or deleting any other provision in the parties' collective bargaining agreement.
  
- 3. This Agreement is without precedent for any further relationship or practice between the parties.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
 Susan Clements                                  Date  
 Rockford Education Association President  
 Chief Negotiator

\_\_\_\_\_  
 Dr. Michael Shibler, Ph.D.                                  Date  
 Superintendent of Schools

\_\_\_\_\_  
 Gezelle Oliver    Date  
 MEA/NEA Uniserv Director

\_\_\_\_\_  
 Jamie Hosford    Date  
 Chief Negotiator

## Attachment

### ARTICLE VIII

#### B. Transfers of Teachers

Since the frequent transfer of teachers from one school to another is disruptive of the education process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers during the school year are to be minimized and avoided whenever possible.

If a teacher disagrees with this transfer, they may present a written request to appeal the transfer to the Assistant Superintendent of Human Resources or his/her designee. The teacher should initiate this appeal within five (5) days of notification of assignment. The review committee shall meet within five (5) days of receipt of the request. The administration shall notify the Association of any appeals and the dates and time their reviews will be held. The committee shall be composed of the Superintendent of Schools or his/her designee, the involved principal and one (1) R.E.A. representative. The final decision shall be made by the Administration.

### ARTICLE XI - TEACHER EVALUATIONS

#### A. Number of Evaluations

Probationary teachers shall be evaluated at the end of each school year. Each evaluation shall consist of at least three (3) observations per evaluation. First (1st) year probationary teachers, or teachers who received a rating of minimally effective or ineffective in their most recent annual evaluation, will receive a midyear progress report. The midyear progress report will be based in part on student achievement, aligned with teachers goals, and include specific performance goals for the remainder of the year. Non-probationary teachers shall be evaluated at least once during the school year, based on a minimum of two (2) observations. All evaluations, except those alluded to in letter D. following, shall be conducted and completed between October 1 and the Thursday prior to Memorial Day weekend of the school year in which the evaluation occurs. Professional Development Goals will be required each year for all tenure teachers.

If a teacher is transferred during a scheduled evaluation year, formal evaluation will take place no sooner than the second semester.

#### B. Time

For purposes of evaluation, each teacher shall be observed for a minimum of thirty (30) consecutive minutes in person per evaluation by the teacher's building principal, assistant principal, director, department head or any full-time administrator assigned by the Superintendent of Schools, or by his/her designee. With respect to paragraph A. above, evaluations, all monitoring or observation of the performance of a teacher shall be conducted openly and with the full knowledge of the teacher. The observation may be announced or unannounced.

##### 1. Timeline for Tenured employees:

- a. 1st Observation shall be conducted after October 1st.
- b. 2nd Observation shall be conducted after February 1st
- c. Final Evaluation shall be conducted after March 1st

##### 2. Timeline for Probationary employees:

- a. Observation #1 shall be conducted after October 1st.
- b. Observation #2 shall be conducted after November 1st
- c. Observation #3 shall be conducted after February 1st
- d. Final Evaluation shall be conducted after April 1st

#### C. Review

With respect to paragraph A. evaluations, two (2) copies of the written evaluation shall be submitted to the teacher within twenty (20) school days of the completion of the final evaluation. Each evaluator agrees to meet informally with each teacher or release the observation from STAGES within twenty (20) school days of an observation. A formal written evaluation will only occur after two observations. Upon completion of the final evaluation, both teacher and administer will digitally signed the evaluation on STAGES. A personal interview will be held with each teacher within twenty (20) school days following completion of the final evaluation. In the event that the teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing on STAGES, and one additional evaluation will be conducted if the teacher so requests.

#### D. Individual Development Plan

A copy of the final written evaluation report under paragraph A. will be furnished to the teacher. If the report contains any information not previously made known to and discussed with the teacher, the teacher shall have an opportunity to submit additional information to the Superintendent of Schools. If a non-tenured or a tenured teacher receives an unsatisfactory evaluation and is not terminated from the Rockford Public Schools, an Individual Development Plan (IDP) will be required. With respect to IDP's for non-tenured employees, the Administration has the right to make more than one observation within, or less than a sixty (60) day period. In the event a teacher is not continued in employment, the Board will advise the teacher of the reasons therefore.

#### E. Mentoring

The Board recognizes the value of participation in the evaluation process by experienced members of the Association. Whenever possible, experienced tenure teachers on the staff will be utilized by the Administration in an advisory capacity for hiring purposes as well as teacher mentoring. Teachers who shall involve themselves in the mentor capacity will not be asked to submit a written evaluation to the Administration. The mentor will not be required to participate as a witness in any disciplinary or legal proceeding involving the probationary teacher's teaching performance.

#### F. Social Workers, Itinerants, and Psychologists

Notwithstanding the foregoing, social workers, itinerants, and psychologists shall be evaluated by the Administration in a manner the Administration considers most appropriate due to the potential sensitive, confidential nature of the work of these itinerant positions.

#### G. Evaluation Committee

An evaluation committee composed of eight (8) members (four (4) to be appointed by the association and four (4) appointed by the administration) will work together to reach mutual agreement upon the evaluation criteria, procedures, and tool(s) to be used in connection with teacher evaluation. Administration will have final decision upon the evaluation criteria, procedures, and tool(s) to be used.

### ARTICLE XII - REDUCTION IN STAFF/SENIORITY

It is recognized that there may be times when it will be necessary for the Board of Education to reduce the professional staff. It is also recognized that such necessary reductions shall not be made to allow hiring of new personnel in the same field that a present teacher is certified and qualified to teach. In rehiring teachers on layoff, they shall be rehired in inverse order of layoff based upon certification and qualification.

Layoff and assignment related to recall of properly certified and qualified persons as defined by law for the forthcoming school year shall be based on written acceptable evidence on file in the central office as of January 30 of the current school year. Data received after this date will not be considered.

It is the sole responsibility of all certified and qualified personnel to promptly deliver written acceptable evidence to the central office regarding all certification, recertification, transcripts, majors and minors and all other data necessary to implement the layoff/recall and assignment procedures.

1. Probationary and non-degree teachers will be laid off first. This is provided that qualified tenure teachers are available.
2. No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless he/she has written notification of said action.
3. During any period when the number of the teaching staff is reduced, the Board will not hire a new teacher to replace an incumbent teacher who is qualified and available to fill an available teaching position.
4. The Board will use its efforts to assist all released teachers to secure employment in other school districts.
5. The Board shall provide notice of layoff to the Association and the individuals involved no later than the third (3rd) Friday in May for the subsequent school year. The Board shall give not less than sixty (60) days' notice of layoff to the Association and the individuals involved for the current school year.
6. If it becomes necessary to lay off tenure teachers, the following factors shall be used:
  - a. If the teacher is fully certified by the State of Michigan and has a major or minor in the teaching field (based upon total semester hours earned), seniority in the Rockford Schools shall prevail.
  - b. In the event a teacher is properly certified in a teaching field, and has fifteen (15) or more hours in that field but lacks the necessary semester hours for North Central approval, they shall have one (1) year to complete the necessary requirements.
  - c.
    - 1) Seniority is defined as length of unbroken service within the bargaining unit and shall be computed from the bargaining unit member's initial date of hire. Seniority date shall be determined by the date said teacher contract was signed, given approval by the Board of Education. If necessary, ties in seniority will be broken by drawing lots with the Association President present.
    - 2) A seniority list shall be published by the District by October 15 of each school year. A copy of the seniority list and subsequent revisions and updates, if made, shall be forwarded to the Association and the building representatives.
    - 3) Time spent on unpaid leave, for one semester or more, shall not be construed as a break in continuous service. However, the time spent on that leave would be deducted from the initial date of hire on the seniority list. Seniority will be lost if on

unpaid leave or layoff for three years, unless mutually extended in writing by the District and the Association.

4) No person other than a member of the bargaining unit shall possess, retain or accrue seniority within the bargaining unit.

5) Members who transfer to a non-bargaining unit position shall retain only that seniority accrued while members of the bargaining unit.

6) Involuntarily reduced assignments shall count as if the service was at the full teaching load and will count as full-time seniority. Voluntary reduced assignments shall count only for the time spent on the job and shall receive the pro rata amount toward their seniority.

d. Approved leaves do not break or extend seniority.

e. In the event two (2) or more tenure teachers have the identical qualifications and certifications, the following factors shall weigh equally in the final determination:

1. Highest degree held;

2. Seniority in department or teaching field;

3. Teaching competence;

4. Number of years since teaching in his/her field.

7. If such teacher reductions are necessary, the Association shall be asked for recommendations using the aforementioned criteria (No. 6).

8. If any such teachers desire to be reemployed when future vacancies occur, they shall keep the Board advised of his/her current address and telephone number.

9. Procedure for recall shall be as follows:

a. Seniority tenure teachers will be recalled in inverse order of layoff for positions for which they are certified and qualified as determined by number six (6).

10. It is understood and agreed that provisions hereof with respect to staff reduction shall in no way be construed as a waiver of rights otherwise available under the Tenure Act without specifications or agreement as to what such rights may be.

11. Any teacher recalled to work from layoff shall be entitled to at least two (2) weeks written notice delivered to his/her last known address prior to being required to report to work. If such a teacher is given more than two (2) weeks notice, he/she shall be required to reply in writing within the two (2) weeks, agreeing to report to work at the date requested. If a recalled teacher refuses or fails to reply and/or report to work within the two (2) week time requirement, such teacher shall be considered as a voluntary "quit" and shall thereby terminate any employment relationship with the Board.

Any teacher recalled to work from layoff shall be entitled to at least two (2) weeks notice delivered to his/her last known address by certified mail, return receipt requested prior to being required to report to work.

It is expressly understood and agreed by both the Board and the Association that the beginning of the two (2) week requirement shall begin only after the teacher signs the return receipt.

12. The refusal of a current full-time properly certified and qualified tenure person of a part-time position shall not remove the individual from the recall list. This provision shall not invalidate any other section or article of this Agreement.

LETTER OF AGREEMENT – Agency Shop

This Agreement is between the Rockford Board of Education and the Rockford Educational Association (REA).

RECITALS

WHEREAS, based on the passage of 2012 PA 349, certain language in the Agency Shop Section of the 2010-2013 collective bargaining agreement could not be included in the 2013-2016 collective bargaining agreement; and

WHEREAS, the parties are aware of pending legal challenges to the constitutionality and/or validity of PA 349; and

WHEREAS, the parties are willing to negotiate regarding inclusion of agency shop language in the 2013-2016 collective bargaining agreement in the event 2012 PA 349 no longer prevents an agency shop during the term of the 2013-2016 collective bargaining agreement.

NOW, THEREFORE, the parties have agreed to the following:

1. If at any time during the term of the 2013-2016 collective bargaining agreement 2012 PA 349 is determined to be invalid, unconstitutional, or to not prevent or prohibit an agency shop provision, by any court of appropriate jurisdiction (to which there is no appeal filed), or if 2012 PA 349 is repealed, the parties shall engage in negotiations to address whether the Agency Shop Section of the 2010-2013 collective bargaining agreement or a modification of that language should be added to the 2013-2016 collective bargaining agreement. (See attached).

2. Nothing in this Agreement shall be construed as amending or deleting any other provision in the parties' collective bargaining agreement.

3. This Agreement is without precedent for any further relationship or practice between the parties.

FOR THE UNION:

FOR THE EMPLOYER:

Susan Clements Date
Rockford Education Association President
Chief Negotiator

Dr. Michael Shibler, Ph.D. Date
Superintendent of Schools

Gezelle Oliver Date
MEA/NEA Uniserv Director

Jamie Hosford Date
Chief Negotiator

## Attachment

### ARTICLE II - RECOGNITION AND ASSOCIATION RIGHTS

#### C. Condition of Employment

It shall be a condition of employment that all teachers employed shall (1) become and/or remain members of the Association, or (2) pay to the Association a representation fee in the amount equivalent to the Association's regular and usual initiation fees and its regular and usual dues.

#### Dues

All teachers shall sign and deliver to the Board of Education an assignment authorizing deduction of membership dues and assessments of the Association including the National and Michigan Education Associations. Upon employment, teachers shall be given a copy of the form authorizing check off for the Association dues within thirty (30) days of said employment. Any teacher who is not a member of the Association in good standing within thirty (30) days from the date of commencement of teaching duties, shall pay as a fee to the Association, the NEA and MEA. Dues deduction shall be made per options provided by REA, with the Association Membership Chairperson providing a list of members and dues deduction amounts to the Payroll Department prior to the first pay period.

Any teacher choosing to pay a fee to the Association in lieu of membership shall make the total payment within the time limits set forth by MEA/NEA in the Hudson Packet.

In the event the dues and assessments shall not be paid, the Board, upon receiving a signed statement from the Association indicating a teacher has failed to comply with the conditions, shall immediately begin involuntary payroll deductions of such dues and assessments to the amount established by the Association.

#### Cash Payment

Those wishing to pay their dues in cash, must notify REA and the payroll office prior to the first pay period, and shall pay in full by November 1st. The payment should be made directly to the Association. Should this payment not be received by November 1st, the lump sum shall be deducted from the next pay.

#### Save Harmless

The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this section of the Collective Agreement. The Association further agrees to indemnify and save the Board harmless from any damages or costs including unemployment compensation benefits which may be incurred by the Board in the section, subject however to the following conditions:

The damages or costs have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.

The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense, which may be asserted against the Board in any court or tribunal.

The Association has the right to choose the legal counsel to defend any said suit or action.

The Association shall have the right to compromise or settle claim made against the Board under this section as a result of any action taken by the Board to implement.

#### Elect to Pay Representation Fee



Teachers who elect to pay a representation fee to the Association shall be afforded the same insurance coverage as is afforded to Association members and shall be afforded the same representation rights as are extended to Association members.

D. Within thirty (30) days of the beginning of their employment hereunder, teachers may sign and deliver to the Board assignments authorizing deductions aforesaid. Once the Association informs the Board that all authorizations for the current year are on file, such sums shall be deducted as dues from the regular salaries of all such teachers and remitted (thereafter as frequently as deducted) to the Association.

E. Nothing contained herein shall be construed to deny or restrict any teacher or the Board in the exercise of any rights he/she or it may have under the Michigan General School Laws or applicable civil law regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.