Rockford Public Schools

Quality Community – Quality Schools

Together Building a Tradition of Excellence

AGREEMENT

BETWEEN

ROCKFORD BOARD OF EDUCATION
ROCKFORD PUBLIC SCHOOLS

AND

KENT COUNTY EDUCATION ASSOCIATION

AND

ROCKFORD EDUCATIONAL ASSOCIATION

2024-2027

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THIS AGREEMENT is made and entered into this 1st day of July, **2024,** 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 24, 2024.**

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 professional staff services, and

WHEREAS, the members of the professional staff 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 certificated 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

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 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

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 personnel under written contract with the Board (hereinafter and generally called "Professional Staff") 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.

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 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 professional staff member 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 professional staff member 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 professional staff member with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association, their participation in any lawful activities of the Association or collective professional negotiations with the Board, or their 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

PROFESSIONAL STAFF 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, sexual orientation, gender identity or age; nor shall they discriminate against any professional staff member because of their exercising rights to include membership in and participation in the activities of the Association, reserved to them 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 professional staff member, 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 professional staff member's personnel file and will consist of the following items of information:

1. TB report
2. All formal teacher evaluation reports (may be filed electronically)
3. Copies of annual contracts
4. Teaching or Professional 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 their designee, except upon mutual agreement of the parties and upon written consent of the professional staff member.

G. Freedom of Information Act Request (FOIA)

If a FOIA request is received for a staff member's personal file or personnel file information, the staff member and/or Association will be notified of the request when it is received by an administrator. If the staff member indicates that they 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

PROFESSIONAL STAFF HOURS

A. Professional Staff Members' Day

The teachers' day shall consist of 7 hours and 30 minutes for elementary school teachers and 7 hours and 15 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 their students and to the District that may require them 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 their 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 p.m. (7:25 – 2:40), 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 p.m. (8:10 – 3:40), 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 their 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.

4. *Morning Activities – Elementary*

Elementary teachers will be not be required to attend meetings called by the principal prior to the start of the student day. Exceptions: IEPC's, Section 504, at risk conferences or student emergencies.

5. *After School Meetings*

All professional staff shall attend nine (9) required staff meetings per year.

a. Required staff meetings shall occur on the first or second Wednesday of each month September through May. The dates will be announced before the start of each school year.
b. If any of these dates must be canceled due to unforeseen closures of school, they will be rescheduled.
c. Such meetings shall conclude no more than one (1) hour after contractual release time.

B. Staff Development Meetings

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 schedule 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. 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" (6:23 a.m. class), the following provisions will be made:

1. The staff member will begin at 6:18 a.m.
2. The staff member will be permitted to leave their building at 2:35 p.m.
3. The staff member will be permitted to leave their building during their "unscheduled hour".
4. In the event the staff member is asked to remain past the 2:35 p.m. normal workday to attend a principal's meeting or departmental meeting, compensatory time off shall be worked out with the principal.

G. End-of-the-School Year Responsibilities

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.

H. Parent-Teacher Conferences- Parent contact is an essential part of a professional staff member's job. This should take place at various times and using various modalities over the course of each school year. Parent Teacher Conferences should be designed to meet the needs of families and staff for student success.

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. Both in person and virtual conferences may be utilized.
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. Both in person and virtual conferences may be utilized.
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. Both in person and virtual conferences may be utilized.

4. Dates for these conferences shall be mutually agreed upon by representatives of the R.E.A. and the Board of Education.

5. The district calendar will acknowledge these conference hours by scheduling early release days (3) and a mid-winter break for professional staff.

6. Any teacher (K-5) that has to hold Parent/Teacher conferences in excess of the scheduled contractual hours as explained above due to class size shall be entitled to alter their conference times to fit within the overall time allotted.

ARTICLE VI

TEACHING LOADS AND ASSIGNMENTS

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.
3. Planning time will regularly be reserved for teacher-directed professional responsibilities.

B. Assignments

Assignments shall be made at the discretion of the Administration and within the area of professional competency, 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 **classroom** pupil-teacher ratios:

DK	18:1
K	22:1
1-5	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, SAT 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 or compensation will be compensated at $6.00 per day in excess of the class limits above. Any class that has student enrollment greater than 20% of above limits will receive paraprofessional support, if requested or $10 per day (1/4 per class at the HS – 1/5 per class at the MS). The teacher shall, within 10 working days, notify the principal of the option selected. If a teacher asks to have student numbers exceeding the above limits, paraprofessional support or compensation will not be approved. 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/trimester 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.

5. For elementary virtual learning programs, the elementary (DK-5) caseload shall be the same as the grade level class sizes above. For secondary virtual learning programs, if the virtual teacher's case load exceeds 75 students, the teacher shall be entitled to compensation at $6 per day. If the secondary virtual teacher's caseload exceeds 80 students, the teacher shall be entitled to compensation at $10 per day. In no case will a secondary virtual teacher's caseload exceed 100 students.

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 June 1st 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 their designee.
5. Within ten (10) working days of the receipt of the concern, the Superintendent or their designee shall meet with the Association President to discuss the issue. The Superintendent or their designee shall make a decision within five (5) working days of the meeting with the Association and shall be final.

E. Staff Placement

Letters of intent are due by February 15th to ensure the district has adequate time for staff planning. The Board will give consideration to the requests of individual staff members when possible. Each staff member who responds in a timely manner to the Letters of Intent shall be notified of their tentative grade or assignment no later than June 1st for the following school year. Should any change to their assignment become necessary thereafter, they will be released from their contract at their request.

If a staff member receives an involuntary change of placement, a written explanation will be provided by the district upon request. If after receiving written explanation, a staff member wishes further explanation, a meeting with the District Superintendent or designees will occur within 15 days.

The Board maintains the right of assignment and teacher placement and any decisions made by the district are non-grievable.

F. 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.

G. 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 – 30 minutes	-	$20
31 – 60 minutes	-	$33
61 – 75 minutes	-	$40

In the event that any elementary teachers are required to be with students during lunch period, from 1 to 30 minutes twenty dollars ($20.00), over 30 minutes thirty-three dollars ($33.00), for each lunch period so interrupted by each occurrence of this nature.

Elementary teachers that cover an entire classroom of students will be compensated at a rate of $230 per day. If the classroom of students is split between two (2) teachers, the pay will be split between them.

Due to the flexible nature of non-teacher of record daily schedules this provision shall not apply to those not in classroom teaching roles. A duty-free lunch will still be provided.

ARTICLE VII

WORKING 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 staff member's responsibility to apply their professional abilities to educating 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 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 staff members 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, staff members shall be entitled to rights of citizenship, and no lawful religious or political activities of any staff member 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 staff member 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 marital 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.

H. Scheduling Specials

1. 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 an elementary principal representative and one teacher representative from each special group to serve in an advisory capacity. Tentative building assignments will be given out to the appropriate teacher by June 1 of each school year.

2. Other
   a. One elementary principal will serve as a liaison to meet with all elementary specials (art, music and physical education) periodically throughout the school year when the need arises. Not more than six (6) meetings shall be convened annually.

   b. 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.

3. 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.

4. Specials Resources

   The elementary principal who serves as a liaison and their 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 their 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.

I. 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 their designee and the Association President or their designee agree to do so.

J. 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 vice versa)	14 minutes, 30 seconds
NRMS to HSFC (or vice versa)	10 minutes, 30 seconds
NRMS to RHS (or vice versa)	11 minutes
ERMS to RHS (or vice versa)	17 minutes
HS/FC to RVA (or vice 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 itinerant staff, auxiliary or ancillary staff, counselors, vocal music, elementary specials and band teachers.

ARTICLE VIII

VACANCIES, PROMOTIONS AND TRANSFERS

A. Posting Vacancies

Vacancies (a position which cannot be filled from within a building) will be posted 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. Whenever a staff member 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 their designee prior to the deadline stated on the posting. Before any such vacancy is filled, the qualifications of each staff member 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 staff members 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, they will have the right, upon request to the Assistant Superintendent of Human Resources, or their 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 tenured 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

SICK & PERSONAL LEAVE PAY

A. Sick Leave

All staff members 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 eight (8) days per school year. The days shall become effective when the staff member 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%=5.6 days, 50%=4 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%=5.6 days, 50%=4 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 staff member terminates their employment, the above eight (8) days shall be prorated to the time employed. Any necessary payroll adjustments shall be made on the staff member's last paycheck.

Sick leave may accumulate to a maximum of 250 days. Employees who accumulate sick leave to 250 days shall start the next school year at 258 days sick leave (8 days allocated for the current year) and shall not exceed the specified amounts as in above.

a. Reporting Unavailability for Work

Staff Members shall be informed of a process that they may 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 staff member 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. Staff members who have called in sick will not be charged a sick leave day on days when school is not in session.

b. 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 their estimate of the illness duration and their evaluation of the employee's physical ability to continue performing the full duties and responsibilities of their position. Sick days used before/after holiday/vacation will require doctor's note.

c. Pregnancy Notification

To provide sufficient planning time for efficient transition of responsibilities, staff members 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.

d. 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.

e. Involuntary Sick Leave

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

f. Personal Illness Exhausted

Any staff member 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.

g. Return from an Extended Sick Leave

Upon return from an extended sick leave, the staff member may be assigned to the same or similar position provided a vacancy exists and upon furnishing a statement from their physician attesting to their ability to resume the full performance of the duties and responsibilities. All benefits shall be reinstated upon their return.

h. Sick Child or Immediate Family

Staff members may use accumulated sick leave for a sick child or immediate family (as defined in the Family Medical Leave Act). Normally, no more than seven (7) days per year should be utilized unless permission is granted from the Superintendent of Schools or their designee.

B. Workers' Compensation

Any staff member 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 their regular salary, to the extent or until such time as such staff member shall have used up any so-called "sick pay" provided herein. (No staff member shall lose more than one-third [1/3] of their accumulated sick days under this provision.)

C. Personal Leave Days

Each staff member shall be allowed six (6) personal leave days each school year as defined below. A maximum of six (6) unused personal leave days can be rolled into accumulated sick leave each year. Advance written notice of five (5) days will be given, when possible.

1. The days may be used without the loss of salary.

2. The number of staff members using personal leave days at any given time shall be limited to not more than ten percent (10%) of the building staff absent with approved personal leave, but at least two (2) teachers from a building will be eligible. Extenuating circumstances may allow waiver of these numbers by the Superintendent of Schools or their designee.

3. No more than 3 personal days can be used in succession.

4. Unpaid leave will not normally be granted. Unpaid time may be attached to personal time once personal time has been exhausted (or if time off exceeds #3 above).
    a. Unpaid time is defined as one day's salary for the particular employee. It is encouraged for each employee to determine their daily salary prior to requesting unpaid time. Benefits will be covered for the first three (3) unpaid days used in a school year (see Article IX.F. below).

5. 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.

6. It is agreed that personal leave days-shall not be used during teacher record days, parent-teacher conference days, or Staff Development Days (Professional Development including PLCs). 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.

7. Part-Time Employees

    a. Irregular part-time employees (those not working a full 5-day week) shall receive personal leave commensurate to the percentage worked (i.e., 70%=5.6 days, 50%=4 days). All irregular part-time employees should use personal days in full-day increments, but may use them in ½ day increments with administrative approval.

8. Regular part-time employees (those working a full 5-day week) shall receive personal leave commensurate to the percentage worked (i.e., 70%=5.6 days, 50%=4 days). All regular part-time employees must use personal days based on percentage worked (i.e., 50% employees use .5 of a day for each personal day used)

D. Bereavement Days

In the case of bereavement, the district shall allow for the following non-chargeable leave days.

a. The employee shall be granted up to five (5) days of bereavement leave for parents, grandparents, spouses, children, siblings, parents-in-law and all step-parents and step-siblings. For a pregnancy loss, bereavement leave may be granted upon notification and medical verification.
b. The employee shall be granted up to three (3) days of bereavement leave for uncles, aunts, cousins, niece, nephew, grandparents-in-law, siblings-in-law, other step-family not included above.
c. It is understood that there may be instances where others have stayed in the same relationship as above. In these instances, the employee may request the Superintendent (or designee) to include them in one of the definitions above.

E. Serious Illness

If the staff member 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 their 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, siblings-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 their 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 their designee upon request.

F. 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 staff member's base salary, whether or not there is a student staff member or other staff member filling in for the absent staff member.

G. Sick Leave Donation

1. 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.
2. Professional staff requesting donated days will have the request made in writing to the Superintendent of Schools or their designee by the union president for a review of all aspects of the request. A committee consisting of the Superintendent of Schools or their designee and the union president shall review the merits of the request. A donation of days may only occur if the employee with depleted sick leave is seriously ill or seriously injured and only after the employee has exhausted all available paid leave. Up to thirty(30) donated days may be received for maternity leave or adoption and may be used once during their Rockford Public School's career.

H. Notification of Attendance

Upon 3 unpaid absences (not including personal time or FMLA leave), an employee will receive a letter of notice. On the 6th unpaid absence, the employee will have a meeting with the REA president (MEA UniServ if need be), the building supervisor or their 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

OTHER LEAVE

A. Maternity Leaves

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

B. Parental Leave (Non-birthing parent)- An employee whose spouse gives birth shall be entitled to use up to ten (10) of their own sick days for the purpose of family bonding. It is understood that this will count as part of an employee's annual twelve (12) week FMLA allotment.

C. 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 staff member 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/trimester breaks. Leaves may also be commenced at other convenient breaks in the school year, as determined by the Board, to minimize disruption to the students' education.

D. Military Leaves of Absence

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

Staff members 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.

E. Jury Service

A staff member when summoned for jury service and while performing jury duty shall receive the difference in pay between that received as a juror and their contractual salary for the period of jury service.

F. 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.

G. 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 staff member's employment or with the school system whenever the staff member is subpoenaed to appear by the Board, the Administration or someone acting on their behalf or as required by law to attend.

H. Participating in Meeting

Upon request and approval of the direct supervisor, a staff member 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 staff members allowed to leave at any time will be within the discretion of the direct supervisor.

I. Selective Service Physical Examination

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

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

ARTICLE X

K. Peace Corps and/or Teacher Corps

A leave of absence without pay will be granted up to two (2) years to any staff member who joins the Peace Corps and/or Teacher Corps and is a full-time participant in the program. The staff member shall be entitled to return from such leave within such two (2) year period at any time a vacancy for which the staff member 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.

L. Adoption and Guardianship

Employees that have arranged and been notified that adoption or guardianship of a child under age 6 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 and/or guardianship should be one parent only, it must be for a child 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.

M. Sabbatical Leave

Subject to applicable Michigan statutory provisions and any amendments thereto, staff members 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 1st of the school year preceding the school year for which the leave is sought.

1. The staff member on sabbatical leave shall receive as compensation for the period of absence one-half (1/2) of their regularly scheduled salary, contingent upon their return to the District as a full-time staff member 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 staff member on sabbatical leave shall receive the scheduled increments, and/or adjustments in salary and credits the same as they would have received were they occupying their 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) staff members. 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 their last sabbatical leave.

4. Such a staff member shall make reports of their activities pertaining to the reason(s) sabbatical leave was granted as may be requested by the Superintendent of Schools.

5. A staff member, upon return from sabbatical leave, shall be restored to their former position or substantially equivalent position.

N. 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 staff member 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 their 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.

O. Intent to Return from Leave of Absence

Employees on an approved first (1st) semester leave of absence must notify the Superintendent or their designee, in writing of their intent to return or not, by December 1st of that school year. Employees on an approved school year or second (2nd) semester leave of absence must notify the Superintendent or their designee of their intent to return or not for the following school year by March 1st of that school year. Employees on an approved first (1st) trimester leave of absence must notify the Superintendent or their designee, in writing of their intent to return or not, by October 1st of that school year. Employees on an approved second (2nd) trimester leave of absence must notify the Superintendent or their designee, in writing of their intent to return or not, by January 1st of that school year. Employees on an approved school year or third (3rd) semester leave of absence must notify the Superintendent or their designee of their intent to return or not for the following school year by March 1st 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

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 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 a layoff to the Association and the individuals involved no later than June 1st for the subsequent school year. The Board shall give not less than sixty (60) days' notice of a 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 90 days or less, 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 their 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 informed of their 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 their 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 their 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

STUDENT DISCIPLINE AND STAFF MEMBER PROTECTION

A. Disciplinary Actions and Methods
The Board recognizes its responsibility to continue to give Administration backing and support to its staff members, although each staff member 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. Staff Member Assault by Student
Any case of assault upon a staff member, while in the performance of duties, or as an outgrowth of duties, shall be promptly reported to the Superintendent or their designee and the association president, or their designee, by the building administrator or their designee.

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

A staff member who is assaulted by the same student multiple times shall be able to request a meeting with district leadership to discuss alternative placement options and/or necessary student support services.

C. Legal Assistance to Staff Member
Legal assistance to staff member 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 staff member, 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 staff member 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 staff member'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.

The district shall make available to staff members, assistance for difficult personal situations through the use of a confidential employee assistance service.

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

E. Complaint
Any complaint by a student or parent directed toward a staff member that is considered serious by the appropriate administrator and which is to be written into the staff member's personnel files, shall be called to the staff member's attention in conference within five (5) days of receipt of the complaint. Said staff member shall have the right to reply in writing and have their statement placed in their files with the other

statement in the event that he/she chooses. The staff member shall receive copies of the written complaints directed against him.

ARTICLE XIV

DISCIPLINE OF STAFF MEMBERS

A. The Board may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of staff members.

B. No certified staff member 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 staff member's personnel file or is to be used as a basis for reprimand, shall be called to the staff member's attention by the appropriate administrator.

The staff member shall receive a written copy of such complaint, if any. Said staff member shall have the right to reply in writing and have their statement placed in their personnel file.

Failure to reemploy staff members 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. Procedural Due Process shall be provided in disciplinary investigations. This shall include notification of the complaint to the staff member, the opportunity to respond in person with union representation present if requested and a fair and objective investigation into allegations.

D. Discipline of staff members 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 staff member, 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 staff members 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 staff member 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 staff members 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 student contact time for arbitration proceedings.

ARTICLE XVI

GRIEVANCE PROCEDURE

1. Step One

Any staff member or group of staff members 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 staff member or staff members affected may within ten (10) working days thereafter file a written grievance with the Superintendent of Schools or their 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 staff member 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 staff member from presenting a grievance and having the grievance adjusted without intervention of the Association.

ARTICLE XVII

NO INTERRUPTION OF EDUCATION

The Board, Association and each staff member 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

MEDICALLY FRAGILE STUDENTS

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 them 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 with 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 their 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 their 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: 1st official 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 request's voluntary part time or job-share 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.

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 1st official 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 Professional Development of their paid salary.

Example:

½ time = 180 school days / 2 = 90 days
½ time = 30 in-service hours /2 = 15 in-service hours

or

60% time = 180 school days X 60% = 108 days
60% time = 30 in-service hours X 60% = 18 in-service hours

or

2/5 time = 180 school days X 40% = 72 days
2/5 time = 30 in-service hours X 40% = 12 in-service hours

5. Job Share 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 staff members in the bargaining unit and

all future individual staff member employment contracts with bargaining unit staff members to be subject to the terms of this Agreement during the life of the Agreement.

B. Copies of the Agreement will be available online for all members. Copies of this agreement will also be available upon request at the expense of the Board and a sufficient number will be given to the Association.

C. If any provision of this Agreement or any application of the Agreement to any staff member 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, United States Government Savings Bonds and employee-authorized union dues.

a. For union dues deductions, by August 15th of each year, the association will furnish the district with a list of dues amounts to be deducted as well as a signed authorization form from each employee who will have dues deducted.
b. The district shall deduct from payroll based upon this annual list in equal installments that mirror the health insurance deductions pay periods for the district.
c. The district shall remit payment collected to the association within three (3) business days of collection.

E. 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.

F. 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.

G. 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.

H. 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.

I. Rockford Public Schools professional staff shall be eligible for tuition reimbursement per provisions below:

1. Only credits earned in a planned program leading to a Master's Degree or higher from an accredited program in an allied field to education are eligible for tuition reimbursement.

2. Credits will be reimbursed at the rate of $250 per graduate credit earned to a maximum of six (6) credits per employee per year.
3. The year for tuition reimbursement is defined as September – August annually.
4. Employees seeking reimbursement must furnish an official transcript and a copy of their planned program within 6 months of completion of the course to be eligible for reimbursement.

ARTICLE XXI

RETIREMENT INCENTIVE

A. Eligible

Those staff members eligible (as defined by article XXI. C.) for retirement by February 15th 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	less than 100 = $45 per day	100 Days	$4,500
	100 – less than 200 = $70 per day	200 Days	$14,000
	200 – 250 = $95 per day	250 Days	$23,750

B. 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.

C. Request for Retirement

The request for retirement shall be submitted in writing as a resignation by February 15, effective at the end of the current school year. It is agreed by both parties that anyone who submits a letter of retirement after February 15 shall not receive the retirement subsidy. The February 15 deadline may be extended for extenuating circumstances as determined by the Board, but shall not extend into the next school year.

D. Eligible for Benefits

The staff member must have had ten (10) years' continuous full-time service in Rockford prior to their request for early retirement to be eligible for the benefits described.

E. Michigan School Retirement Fund

Retirement means the staff member 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.

F. 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.

G. 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 staff member retires at semester/trimester time, Board paid insurance will cease on March 1st of that current school year.

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 403(b) plan document as appropriate under IRS regulations.

ARTICLE XXII

TEACHER EVALUATION

1. The district shall administer an evaluation tool for professional staff that adheres to Michigan Revised School Code for educator evaluation. Both parties agree to follow all provisions listed.
2. The district and the association shall agree on the evaluation tool which shall meet all standards required by school code and the MDE.
3. Training will be provided to administrators and teachers on the tool that meets standards established by state code.
4. If an evaluator fails to meet the standards of the minimum requirements of the evaluation tool or state law, the non-student data component of the evaluation tool shall be deemed to be effective.
5. If an employee disagrees with the evaluative feedback given on the year-end evaluation, the employee shall have the right to submit a rebuttal document which will be attached to the evaluation and housed along with the evaluation in the employee's personnel file.

2026-2027 REA Salary Grid

STEP	BA	BA 6	MA	MA 15	MA30	MA60
1	$52,268	$53,820	$55,890	$57,961	$58,711	$59,790
2	$53,561	$55,114	$58,033	$60,496	$61,281	$62,360
3	$54,855	$56,562	$59,639	$62,107	$62,907	$63,986
4	$56,707	$58,849	$61,939	$64,477	$65,273	$66,353
5	$57,684	$60,262	$63,363	$65,970	$66,766	$68,114
6	$59,101	$61,749	$64,941	$67,579	$68,399	$69,748
7	$60,513	$63,241	$66,518	$69,187	$70,031	$71,381
8	$65,791	$69,263	$72,920	$75,789	$76,931	$78,279
9	$67,584	$71,329	$75,135	$78,108	$79,276	$80,759
10	$69,377	$73,394	$77,350	$80,427	$81,620	$83,239
11	$72,222	$76,668	$80,789	$83,969	$85,198	$86,817
12	$73,631	$80,083	$84,488	$87,582	$89,072	$90,691
13	$73,631	$82,129	$86,708	$89,682	$91,421	$93,308
14	$73,631	$83,896	$88,619	$91,580	$93,453	$95,341
15	$73,631	$86,401	$91,268	$94,214	$96,224	$98,113
16	$73,631	$87,789	$92,813	$95,668	$97,702	$99,725
17	$73,631	$89,178	$94,357	$97,122	$99,180	$101,338
18	$73,631	$90,467	$95,618	$98,437	$100,507	$102,665
19	$73,631	$91,757	$96,880	$99,751	$101,835	$103,993
20	$73,631	$93,003	$98,107	$101,093	$104,453	$106,611

Salaries are the contractual salaries

2025-2026 SALARY SCHEDULE

STEP	BA	BA 6	MA	MA 15	MA30	MA60/Ed.S
1	$50,500	$52,000	$54,000	$56,001	$56,726	$57,768
2	$51,750	$53,250	$56,071	$58,450	$59,209	$60,251
3	$53,000	$54,649	$57,622	$60,007	$60,780	$61,822
4	$54,789	$56,859	$59,844	$62,297	$63,066	$64,109
5	$55,733	$58,224	$61,220	$63,739	$64,508	$65,811
6	$57,102	$59,661	$62,745	$65,294	$66,086	$67,389
7	$58,467	$61,102	$64,269	$66,847	$67,663	$68,967
8	$63,566	$66,921	$70,454	$73,226	$74,329	$75,632
9	$64,240	$67,758	$71,409	$74,244	$75,362	$76,926
10	$67,031	$70,912	$74,734	$77,707	$78,860	$80,424
11	$69,780	$74,075	$78,057	$81,129	$82,317	$83,881
12	$71,141	$77,375	$81,631	$84,620	$86,060	$87,624
13	$71,141	$79,352	$83,776	$86,649	$88,329	$90,153
14	$71,141	$81,059	$85,622	$88,483	$90,293	$92,117
15	$71,141	$83,479	$88,182	$91,028	$92,970	$94,795
16	$71,141	$84,402	$89,256	$92,015	$93,980	$95,805
17	$71,141	$86,162	$91,166	$93,838	$95,826	$97,911
18	$71,141	$86,850	$91,828	$94,550	$96,552	$98,637
19	$71,141	$88,654	$93,604	$96,378	$98,391	$100,476
20	$71,141	$89,858	$94,789	$97,674	$100,921	$103,006

Salaries are the contractual salaries

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 field of certification (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 staff members 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 staff member. The Superintendent of Schools shall make the final decision.

B. Eligibility for Advanced Lanes

1. Eligibility for MA+15 scale shall require 15 semester hours of graduate credit after the Master's Degree.
2. Eligibility for MA+30 scale shall require 30 semester hours of graduate credit after the Master's Degree.
3. Eligibility for MA+60/Ed.S. scale shall require 60 semester hours of graduate credit after the Master's Degree, 30 credits beyond a high-credit Master's Degree, or the attainment of a terminal degree (Ed.S, Ed.D., Ph.D.)
4. All credits earned as part of a Master's Degree in excess of 30 credits will be counted toward advanced degree lanes.

C. High-Credit Master's Degrees

In vocations where Master's Degrees are 60+ credits for completion (example, some Master of Social Work programs and others) will be eligible to be placed on the MA+30 salary schedule with proper documentation.

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. Part-time

In a contract year when Steps are negotiated, part-time employees, who work one-half or more of the workday, or one-half of the workweek, shall receive a full-Step (if a full-step is negotiated) 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 staff member'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%

F. Overload Pay

Those teaching an overload will receive a flat rate of $9,000 per year ($3,000 per trimester) for teaching an overload (a fifth/sixth class). This provision shall not apply to the social worker or psychologist.

G. Summer Lump Sum Payment

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

H. Credit Given for Teaching Experience Outside of Rockford Public Schools.

In order to hire quality, qualified, and experienced staff members, credit for previous teaching experience may be granted. In consultation with the association, the district will work to ensure any new staff placements do not exceed current Rockford staff member placements with similar years of teaching experience.

I. Lane Change Requests

Staff who have completed necessary credit to move a lane on the salary schedule may request to move lanes twice per year on the following schedule:

- Mid-Year Lane Change: Staff must request and provide all necessary transcripts on or before December 1st for a Lane Change effective January 1st.
- Beginning of School Year Lane Change: staff must request an intended lane by May 15th for a lane change effective at the start of the next school year but may have until August 1 of each year to submit transcripts.

INSURANCE PROVISIONS

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 staff member has properly completed the necessary forms, and the application has been accepted and approved by the appropriate carrier.

B. The Board of Education will determine employee contribution compared to hard cap based on PA 152 regulations.

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 staff members who select M.E.S.S.A. ABC Plan 1(as outlined above) will receive the Blue Cross Blue Shield 80%-80%-80%-80% Plan with a $1,500.00 annual maximum through the remainder of this agreement, also included is a $1,750.00 orthodontic lifetime maximum. Dental changes may be authorized through mutual agreement during the pendency of this contract.

E. The Board will provide Long Term Disability Insurance to all regularly contracted staff members 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 defined in the Certificate of Insurance documentation.
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 Preferred through VSP.

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. Blue Cross Blue Shield, (100-90-90-90) with a $1,500.00 annual maximum through the remainder of this agreement, included is an adult orthodontic rider with $900 orthodontic lifetime maximum.
2. $50,000 of term life insurance with accidental death and dismemberment
3. Vision-Coverage: VSP 3 Plus
4. The Board will pay the employee $2,600.00, cash in lieu, annually to be paid bi-weekly spread over 18 pays beginning the first pay of the school year.
    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.

H. Insurance Option Package

Contracted staff members 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's 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: 50% voluntary part-time employee would pay:

- 100% - (50%[percent worked] X (100% - 20%)[required contribution]=60% of premium

J. Board paid insurances will cease on August 31 as long as the employee meets their contract requirements to work their last scheduled day in June. However, insurance deductions are based on the months of July-June. Therefore, when an employee resigns they will be billed for their contribution for July and August of the current year.

MISCELLANEOUS INSURANCE PROVISIONS

1. For staff members 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.

2. Elections made by a staff member 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.

The district and the association agree to revisit health insurance benefits for potential changes in Fall of 2024 through mutual agreement.

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

The following dates are established for the pay out of extra duty stipends.

- Fall – Paid by 11/1
- Winter – Paid by 3/1
- Spring – Paid by 5/15

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

ACTIVITY	YEAR I	YEAR II	YEAR III
Hockey			
Head Varsity	11	12	13
Assistant (1)	6	7	8
Lacrosse (Boys & Girls)			
Head Varsity	11	12	13
Head J.V.	6	7	8
Head Freshman	5	6	7
Ski Team (Boys/Girls Combined)			
Head Varsity	8	9	10
Assistant (1)	6	7	8
Soccer (Boys & Girls)			
Head Varsity	11	12	13
Head J.V.	6	7	8
Head Freshman	5	6	7
Softball			
Head Varsity	11	12	13
Head J.V./Head Freshman	7	8	9
Swimming (Boys & Girls)			
Head Varsity	13	14	15
Assistant (1 – Boys, 1 - Girls)	8	9	10
High School Diving (1 – Boys, 1 – Girls)	6	7	8
Head 7th/8th Grades	6	7	8
Middle School Diving (combined boys/girls)	4	5	6
Middle School Assistant	4	5	6
Tennis (Boys & Girls)			
Head Varsity	8	9	10
Head J.V.	5	6	7
Middle School	6	7	8
Track (Boys & Girls)			
Head Varsity	11	12	13
Assistants (3-total between Boys & Girls)	7	8	9
Head 7th/8th Grades	6	7	8
Assistants (3)	4	5	6
Volleyball			
Head Varsity	11	12	13
Head J.V./Head Freshman	8	9	10
Head 7th/8th Grades	6	7	8
Middle School "B" Teams	5	6	7
Water Polo (Boys & Girls)			
Head Varsity	11	12	13
Assistants (1)	7	8	9
JV Coach (1)	7	8	9
Wrestling			
Head Varsity	13	14	15
Assistant (2)	8	9	10
Head 7th/8th 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 (8th) year extra duty assignment in the same assignment.

OTHER ACTIVITIES

ACTIVITY	YEAR I	YEAR II	YEAR III
Telecommunications / TV Studio Director	6	7	8
Band			
HS Band Director(s)	15	16	17
Middle School Director(s)	5	6	7
RHS Jazz Band	8	9	10
Choir			
HS Director	10	11	12
Freshman Director	3.5	4	4.5
Middle School Director	5	6	7
Aces Music Director	10	11	12
Orchestra			
HS Director	10	11	12
Middle School Director	5	6	7
Dramatics			
MS Fall Play	3	4	5
MS Spring Play	3	4	5
Non-Musical Play (Fall)			
Director	6	7	8
All Other Roles (combined total not to exceed)	5	6	7
Musical Play (Spring)			
Director	8	9	10
Musical Director	5	6	7
All Other Roles (combined total not to exceed)	5	6	7
Underclassman Play			
Director	5	6	7
All Other Roles (combined total not to exceed)	2	3	4
Dog Handler	10	11	12
Elementary Lead Teachers	3	4	5
Elementary Academic Excellence Team Member (Up to 7 district-wide)	4	5	6
Teacher Mentors (w/1st year mentees only)	2	2	2
Teacher Mentor to 2+ teachers (w/1st year mentees only)	2.5	2.5	2.5
Ferris State Early College Teachers	2	2	2
Debate	5	6	7
(If incorporated with class)	1.5	2	2.5
Department Head			

2-9 Teachers	3	3.5	4
10 or more Teachers	5	5.5	6
Forensics	5	6	5
INTERACT Coordinator	2	3	4
National Honor Society	3	3.5	4
National Junior Honor	2	2.5	3
Newspaper			
Senior High	6	7	8
(If incorporated with class)		None	
Odyssey of the Mind-Coordinator	2	2	2
Robotics Lead Coach	5	6	7
Safety Patrol Coordinator	3	4	5
Science Olympiad of the High School/Middle School-Coordinator	2	2	2
Sixth Grade Camp	5	6	7
State Standardized Testing Class	$1500 per trimester ($375 per class)		
Student Council			
Senior High	5	6	7
Middle School	4	5	6
Elementary Schools	3	4	5
Variety Show Director	3	4	5
Yearbook			
Senior High	6	7	8
Middle School	5	6	7

Counseling Extra Duty

Middle School Scheduling	3%
Freshman Center School Scheduling	4%
High School Scheduling	12%
Middle School Orientation	Up to 4 days at Employee daily rate
Freshman Center Orientation	Up to 3 days at Employee daily rate
High School Orientation	Up to 5 days at Employee daily rate

With administrative approval, counselors may schedule up to an additional 10 (ten) days per summer recess to complete professional duties. No additional time beyond this shall be authorized.

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 and wood shop instructor.

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 Staff Member 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.

SCHOOL CALENDAR

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

YEAR	DAYS	HOURS	PROFESSIONAL DEVELOPMENT
2001-2005	180 minimum	1098	5
2005-2007	-	1098	5
2007 -2013	-	1098	Minimum equivalent to 5 days
2014 -2016	175 minimum	1098 (not including PD)	Minimum equivalent to 5 days
2016 and Beyond	180 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 180 School Days – 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	
2020-2021	**8/24**	**11/25**	**11/30**	**12/19**	**1/4**	**4/1**	**4/12**	**6/4**
2021-2022	**8/23**	**11/24**	**11/29**	**12/17**	**1/3**	**3/31**	**4/11**	**6/3**
2022-2023	**8/22**	**11/23**	**11/28**	**12/22**	**1/8**	**3/30**	**4/10**	**6/2**
2023-2024	**8/21**	**11/22**	**11/27**	**12/22**	**1/8**	**3/28**	**4/8**	**5/31**

MEMORANDUM OF UNDERSTANDING

"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 the 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 2024-2025, 2025-2026 and 2026-2027 school years starting July 1, 2024 and expiring June 30, 2027.
If the parties have not settled a contract by July 1, 2027, this agreement will, without action, be extended to August 31, 2027 at which time it will expire.

KENT COUNTY EDUCATION ASSOCIATION
ROCKFORD EDUCATION ASSOCIATION
ROCKFORD, MICHIGAN

Sonia Andrews, President, Rockford EA

8.27.24
Date

Chief Negotiator, Rockford EA

Bargaining Team Member, Rockford EA

Bargaining Team Member, Rockford EA

Bargaining Team Member, Rockford EA

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

Korie Wilson-Crawford, Assistant Superintendent

8.23.24
Date

Dr. Matthews, Superintendent of Schools

President, Rockford Board of Education

Secretary, Rockford Board of Education

Bargaining Team Member, RPS

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:

(2) 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.

(3) 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.

(4) 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. 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 $2/6^{th}$ of the R.E.A. President's salary and $1/6^{th}$ 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.

D. Elementary and Secondary Act (ESEA) / 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.

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. Staff members 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. Staff members 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. Staff members on Steps 24 and below, beginning in the 2004-2005 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) staff members a year may request reimbursement of their deferred step increase. Application should be made to the President of REA and the Superintendent or their designee who will meet with the staff member and verify the need for reimbursement. If more than five staff members 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 staff member on BA step # 4 in 2003-04, will advance to BA step #5 in 2004-05 and BA Step #6 in 2005-06.

5. Staff members, 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 staff member's personnel file. In addition, the Association will receive an annual and updated complete list of staff members 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:

_____
Korie Wilson-Crawford, Assistant Superintendent
Human Resources

_____
Date

_____

_____
Date

FOR THE ASSOCIATION:

_____
Sonia Andrews, Rockford EA President

_____
Date

FOR THE KCEA/MEA:

_____
Mike McGee, Uniserv Director

_____
Date