

6/31/75

AGREEMENT

Between the

**Board of Education
of the
Rockford Public Schools**

and the

**Rockford
Education Association**

Rockford Public Schools

*(MEA-NEA UNISERV)
North West Area
Rockford Education Assoc.
3578 Alpine Ave. N.W.
Grand Rapids, Mich. 49504*

July 1, 1974 - June 31, 1975
Ratified September 23, 1974

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AGREEMENT

This agreement made and entered into this 23rd day of September 1974 by and between the Board of Education of Rockford Public Schools, a third class school district, Kent County, Michigan, hereinafter called the "Board" and the Rockford Education Association, hereinafter called the "Association".

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 morals of the teaching services, and

WHEREAS, the members of the teaching profession are particularly qualified to assist the Board and the school administration in formulating policies and programs designed to provide high educational standards, and

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

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

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

ARTICLE I

GENERAL

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

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

(c) Despite reference herein to the Board or the Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, professional or lay, whether or not a member is to represent that group. Each party will provide to the other, upon written request, satisfactory evidence (such as official minutes or certificates or resolutions) of authority so to act.

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

ARTICLE II

RECOGNITION AND UNION SECURITY

(a) 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 teaching personnel under written contract with the Board, including Aides with teaching certificates, (hereinafter and generally called "teachers") to the extent required by Act 379, excluding specifically the Superintendent and Assistant Superintendent, Director of Instruction, Principals, Assistant Principals, Director of Materials Center, Community School Director, Community Education Personnel, Athletic Director, School Nurse, School Psychologist, School Social Worker, and other supervisory and executive personnel, office clerical and maintenance and operative employees. The term "Board" shall include its officers and agents.

(b) Subject to the provisions of Public Act 379, as the same may be amended, the Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement with respect to personnel in the bargaining unit. Except for such negotiations under Public Act 379, the Board shall individually or by group, for whatever educational purpose the Board may deem desirable in the discharge of its responsibilities.

(c) It shall be a condition of employment that all teachers to be employed for the 1974-75 school shall (1) become and/or remain members of the Association; or (2) pay to the Association a representation fee in an amount equivalent to the Association's regular and usual initiation fees and its regular and usual dues.

The foregoing provisions shall be implemented at the beginning of the 1974-75 school year as follows:

1. Such a teacher may elect to join the Association and pay its regular and usual initiation fees and its regular and usual dues (REA, MEA, NEA) by authorizing the deduction of such amounts from his salary, or
2. Such teacher may elect not to join the Association and pay it a representation fee in an amount equal to its regular and usual initiation fees and its regular and usual dues (REA, MEA, NEA) by authorizing the deduction of such amounts from his salary.
3. If any teacher to whom the foregoing provisions apply fails to comply therewith and the Association certifies such fact to the Board and requests it to institute dismissal proceedings, the Board shall give such teacher notice that his employment will not be continued after the end of the current school year. It is agreed that with respect to any teacher to whom the foregoing provisions apply, failure or refusal to comply with such provision constitutes just cause for dismissal.

In the event the Board, acting on the request of the Association discharges or attempts to discharge a teacher for failure to comply with these provisions, the Association agrees to indemnify and hold the Board harmless from any and all damages and judgments which may result from such action except for loss which may be caused by the Board's negligence.

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

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

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

ARTICLE III

BOARD AND ADMINISTRATION RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation 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 or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any lawful activities of the Association or collective professional negotiations with the Board, or his 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 oftentimes 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 Administrative staff shall be free to exercise all such rights and authority to the extent permitted by law.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Law 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 Law and any other laws or regulations.

The exercise of powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be

limited only by the specific and express terms of this Agreement and then only to the extent 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.

ARTICLE IV

TEACHER RIGHTS

A. 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 extra-curricular activities conducted after regular classroom hours. Prior notification of intent to hold a meeting shall be given and the administration shall designate the room in which the meeting is to be held.

B. The Association may post, with the Principal's permission, on designated bulletin boards. Teacher mail boxes may be used by the Association.

C. The Board agrees to furnish to the president of the Association and the chairman of the negotiating committee in response to request all available public 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 such other public information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers, their students and the School District, together with non-privileged information in response to reasonable requests, which may be necessary for the Association to process any grievance and which is readily available to the Board.

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

- (1) Annual TB report and required medical information.
- (2) All formal teacher evaluation reports (see Article XI)
- (3) Copies of annual contracts.
- (4) Teacher certificate
- (5) Letters of commendation.
- (6) A transcript of academic records.
- (7) Tenure recommendation.

Other personal and confidential information regarding individual teachers shall not be disclosed except upon mutual agreement of parties and upon written consent of the teacher.

ARTICLE V

TEACHING HOURS

A. The teachers' day shall consist of seven and one-half (7½) hours. This includes a duty-free lunch period.

River Valley, Junior High and Senior High teachers' day shall be seven forty-five to three fifteen (7:45-3:15), with a 30 minute lunch period in the Junior and Senior High Schools and a 45 minute lunch period in River Valley.

Elementary teachers' day shall be eight-fifteen to three forty-five (8:15-3:45), with a 45 minute lunch period.

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

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

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

ARTICLE VI

TEACHING LOADS AND ASSIGNMENTS

(a) The teachers load in the Junior High and Senior High shall consist of 300 minutes. These minutes might include one or more assigned study halls. During the work day, each teacher in the Junior and Senior High shall be entitled to sixty (60) minutes of planning time.

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

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

K-6 Class ratio 25:1
7-8 Class ratio 28:1
9-12 Class ratio 30:1
Physical Ed Classes 50:1

The above ratios do not apply to Choir, Band, Orchestra, Typing Classes as study halls.

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.

If the 1974-75 student-teacher ratio in grades 1 through 3 exceed the above mentioned ratios by more than four (4) students in any individual class or if the ratio exceeds the above mentioned ratio by five (5) students in all other individual classes-additional help will be provided and assigned to the teachers involved.

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

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

ARTICLE VII

TEACHING CONDITIONS

- A. The parties recognize that it is the Board's responsibility to provide appropriate buildings, teaching supplies, and tools. The maintenance of the above is also the Board's responsibility. It is the teacher's responsibility to apply his professional abilities to teaching the children of the district using such facilities.
- B. The Board shall furnish, without charge, a gym uniform and a tank suit for all physical education classroom teachers and smocks for special art teachers, home economics, manual training and science teachers and Ag. teachers coveralls and shall provide, without charge, laundering service therefor.
- C. 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. Present telephone facilities shall be made available to teachers for their reasonable use.
- E. Parking facilities for staff use shall be made available, and adequately maintained by the Board of Education.
- F. Notwithstanding their employment, teachers shall be entitled to rights of citizenship and no lawful religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. Outside the areas covered by the Codes of Ethics promulgated by the Michigan Education Association and the National Education Association, the private and personal life of any teacher is not within the appropriate concern of the Board.
- G. 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 the extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity for all pupils.

ARTICLE VIII

VACANCIES AND PROMOTIONS AND TRANSFERS

A. Vacancies will be posted in the teachers' lounges for a minimum of five (5) days before the position is filled permanently. Vacancies will also be listed on the Principals bulletins, when time permits. Whenever a teacher is interested in being considered for assignment to any vacancy in any professional position in the district, he may file written notice to the Assistant Superintendent of Personnel prior to the deadline stated on the posting. Before any such vacancy is filled, the qualifications of each teacher who has filled 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.

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

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

ARTICLE IX

LEAVE PAY

A. SICK LEAVE: All teachers regularly employed by the district who are absent from duty because of personal illness shall be allowed sick leave with pay at the rate of ten (10) days per school year. The days shall become effective when the teacher reports for duty as authorized. In the event the teacher terminates his employment, the above ten days shall be pro-rated to the time employed. Any necessary payroll adjustments shall be made on the teachers last paycheck. Sick leave days may accumulate to a total of one hundred and thirty days (130, 1974-75).

1. All requests for sick leave must be submitted to and approved by the building principal. Proof of illness signed by a physician may be required at any time, together with his estimate of the illness duration and his evaluation of the employee's physical ability to continue performing the full duties and responsibilities of his position.
2. 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.
3. Upon the recommendation of the Superintendent, the Board may at the Board's expense require a teacher to submit to a physical or mental examination by an appropriate specialist to determine whether involuntary sick leave is warranted.

4. Any teacher whose personal illness extends beyond the period compensated will be granted a leave of absence without pay or increment for such time as necessary for complete recovery to a maximum of one (1) year. Further extensions may be granted at the will of the Board.
5. Upon return from an extended leave the teacher may be assigned to the same or similar position provided a vacancy exists and upon furnishing a statement from his physician attesting to his ability to resume the full performance of the duties and responsibilities. All benefits shall be reinstated upon his return; however, to advance one-half ($\frac{1}{2}$) increment on the salary schedule he must have taught at least sixty days of the semester. To advance a full increment he must have taught at least through March of the school year in which his leave commenced.

B. Any teacher who is absent because of an injury or disease compensable under the Michigan Workman's Compensation Act should receive from the Board the difference between the workman's compensation payment prescribed by law and his regular salary, to the extent or until such time as such teacher shall have used up any so called "sick pay" provided herein. (No teacher shall lose more than one-third ($\frac{1}{3}$) of their accumulated sick days under this provision).

C. In all cases of sick leave teachers shall notify the building principal as soon as possible and in any event before 7:00 a.m. of the day of the absence. Teachers will make every effort to anticipate absences and to prepare work for the substitute teacher.

D. If a qualified substitute is not available, teachers may be requested to temporarily fill in on an hourly basis. The rate of pay in such cases will be six dollars (\$6.00) per class hour.

E. Each teacher will be allowed three (3) days of absence during each school year, (non-accumulative) without loss of salary, to transact business which cannot be conducted outside the regular work day or to be used when a death or serious illness in the immediate family occurs. Immediate family shall include: father, mother, sister, brother, husband, wife, child, parent-in-law, grandparent or any other person who has clearly stayed in the same relationship with the teacher as any of these.

1. Application for the above leave containing the reason for the leave must be submitted to the building principal in writing at least one week in advance (except in the event of an emergency when a shorter notice may be accepted). A business day shall not be granted for the day immediately preceding or following holidays or vacations or for the first or last day of the school year.
2. The building principal shall have final authority on all such leaves.
3. In the event extenuating circumstances will necessitate more than three days, additional leave days may be requested in writing to the Director of Personnel. If additional days are granted they will be subtracted from sick leave.

F. If it is believed by the Board or its agents, that any teacher has abused the privilege, said belief shall be promptly transmitted to the Association.

G. Absence not covered by the sick-leave or business-day-leave will result in the reduction of one day's pay based upon the teacher's base salary whether or not there is a student teacher or other teacher filling in for the absent teacher.

ARTICLE X

LEAVE OF ABSENCE

A. Maternity Leave: A leave of absence shall be granted for maternity purposes to female employees of the school district on the following basis:

1. As soon as the employee determines she is pregnant she must notify the building principal. All requests for maternity leave must be submitted to and approved by the building principal. Proof of pregnancy signed by a physician may be required at any time together with his estimate of the delivery date and his evaluation of the employee's physical abilities to continue performing the full duties and responsibilities of her position.
2. The employee must notify the Superintendent's office, in writing, by the end of her fourth month of pregnancy, of tentative date she wishes to commence her leave of absence if she desires one. Such notice must include a written statement from her physician attesting the employee's ability to continue performing the full schedule of her duties and responsibilities. She shall be permitted to continue on active duty provided she does perform the full duties and responsibilities of her position, and furnish additional statements from her physician upon reasonable request.
3. The employee may elect to utilize her accumulated sick leave during her period of physical disability. Sick leave will be paid only during the time period in which a physician certifies the employee to be physically disabled, and only to the extent of the number of days accumulated.
4. The maternity leave shall be for up to one (1) year from the date of its commencement. Further extension may be granted at the will of the Board. Upon return from leave the teacher may be assigned to the same or similar position provided a vacancy exists and upon her furnishing a statement from her physician attesting to her ability to resume the full performance of the duties and responsibilities. All benefits shall be reinstated upon her return; however, to advance one-half ($\frac{1}{2}$) increment on the salary schedule she must have taught at least sixty days of that semester. To advance a full increment she must have taught at least through March of the school year in which her leave commenced.

B. Military leaves of absence in accordance with applicable laws shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service with the School system. Reinstatement on completion of such service shall be in accordance with the requirements of the applicable laws of the United States.

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

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

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

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

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

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

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

I. Subject to applicable Michigan Statutory provisions and any amendments thereto, teachers who have been employed for seven (7) consecutive years in the District, may, in the sole discretion and judgment of the Board, be granted a sabbatical leave for one (1) year for the purpose of study, travel, or such other purposes as may be approved by the Board. Requests shall be made in writing to the Superintendent on or before May 1, of the school year preceding the school year for which the leave is sought.

1. The teacher on sabbatical leave shall receive as compensation for the period of absence one-half ($\frac{1}{2}$) of his regularly scheduled salary, contingent upon his return to the district as a full-time teacher following the sabbatical leave. The sabbatical leave pay will be paid over the twelve (12) month period following return to teaching duties in the District.
2. A teacher on sabbatical leave shall receive the scheduled increments and/or adjustments in salary, and credits the same as he would have received were he occupying his 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 years shall be limited to not more than two (2) teachers. The number of leaves granted shall be distributed throughout the system within the District. If the number requesting sabbatical leave exceeds the number of such leaves 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 service in the District.
 - (c) The length of time since his last sabbatical leave.
4. Such teacher shall make reports of his activities pertaining to the reason(s) sabbatical leave was granted as may be requested by the Superintendent.
5. A teacher, upon return from sabbatical leave, shall be restored to his former position or substantially equivalent position.

ARTICLE XI

TEACHER EVALUATION

A. Probationary teachers shall be evaluated at least twice during the school year. Tenure teachers shall be evaluated at least once every other year.

B. For purposes of evaluation, each teacher shall be observed for a minimum of thirty (30) consecutive minutes in person per evaluation by the teacher's building principal, assistant principal, department head or other full-time administrator assigned by the Superintendent. With respect to paragraph (A) evaluation, all monitoring or observation of the performance of a teacher shall be conducted openly and with the full knowledge of the teacher.

C. With respect to paragraph (A) evaluations, two (2) copies of the written evaluation shall be submitted to the teacher within ten (10) days following observation; one (1) to be signed and returned to the administration, the second (2nd) copy to be retained by the teacher. A personal interview will be held with each teacher within twenty (20) days following completion of the final evaluation.

In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file, and one additional evaluation will be conducted if the teacher so requests.

D. A copy of the final written evaluation report under paragraph A will be furnished to the teacher. If the report contains any information not previously made known to and discussed with the teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a teacher is not continued in employment the Board will advise the teacher of the reasons therefor.

E. The Board recognizes the value of participation in the evaluative process by experienced members of the Association. Whenever possible, experienced tenure teachers on the staff may be utilized by the Administration in an advisory capacity

for hiring purposes as well as teacher evaluation. Teachers who shall involve themselves in the advisory capacity will be asked to submit a written evaluation to the Administration.

ARTICLE XII

REDUCTION IN STAFF

Should a reduction in the number of teachers employed by the Board of Education become necessary the following criteria for staff reduction will be followed:

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 has written notification of said action.
3. During any period when the number of the teaching staff is reduced, the Board will not hire a new teacher to replace an incumbent teacher who is qualified and available to fill an available teaching position.
4. The Board will use its best efforts to assist all released teachers to secure employment in other school districts.
5. The Board shall give not less than sixty (60) days notice of layoff to the Association and the individuals involved.
6. If it becomes necessary to lay off tenure teachers, the following factors shall be considered:
 - (a) Experience in the Rockford School System.
 - (b) Educational qualifications (major in field involved, highest degree held)
 - (c) Seniority in department of teaching field.
 - (d) Teaching competence.
 - (e) Number of years since teaching in this 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 teacher desires to be re-employed when future vacancies occur, he shall keep the Board advised of his current address and telephone number.
9. Procedure for recall shall be as follows:
 - (a) Seniority 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 specification or agreement as to what such rights may be.

ARTICLE XIII

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to continue to give administration backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established Board policy.
- B. Any case of assault upon a teacher which had its inception in a school centered problem shall be reported immediately in writing to the Superintendent or his representative. In the event of such an assault, the teacher involved may request assistance of the Board in such a matter. These requests shall be made in writing to the Superintendent who shall with the Board make a determination as to whether the conduct of the teacher making such request justifies any assistance from the Board, and the extent thereof. The decision of the Superintendent and the Board shall be final.
- C. Any complaint by a student or parent, directed toward a teacher as considered serious by the appropriate administrator, and which is to be written into the teachers' personnel files shall be called to the teachers attention in conference within 10 days of receipt of the complaint. Said teacher shall have the right to reply in writing and have his statement placed in his files with the other statement in the event that he chooses. The teacher shall receive copies of the written complaints directed against him.

ARTICLE XIV

DISCIPLINE OF TEACHERS

- A. The Board may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of teachers.
- B. No teacher shall be disciplined including reprimand, suspension with or without pay, demotion or discharge without just cause.
- Any administrative reprimand which is to be written into the teacher's personnel file, or is to be used as a basis for reprimand shall be called to the teachers attention by the appropriate administrator. The teacher shall receive a written copy of such complaint, if any. Said teacher shall have the right to reply in writing and have his statement placed in his personnel file.

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

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

- C. Discipline of teachers shall be subject to the grievance procedure; provided, however, that (1) as to probationary teachers the Board may give such notices of unsatisfactory work, and such other notices as shall be required or permitted by the Michigan Tenure Teachers' Act during the pendency of any grievance and (2) as

to teachers on tenure or 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 referred to, or covered in the agreement, or 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 such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

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

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, counter proposals and make concessions in the course of negotiations.

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

E. At least sixty (60) days prior to the expiration date of this Agreement the parties agree to begin negotiations for a new Agreement covering wages, terms, and conditions of employment of teachers employed by the Board.

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

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

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

ARTICLE XVI

GRIEVANCE PROCEDURE

Step One: Any teacher or group of teachers believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board relating to wages, hours, terms, or conditions of employment shall within five (5) days after occurrence discuss such matter with the principal of the building involved or with the Superintendent when the grievance arises in more than one (1) building.

Step Two: If such discussion does not resolve the matter satisfactorily the teacher or teachers affected may within ten (10) days thereafter file a written grievance with the Superintendent or his designated representative.

Within five (5) days thereafter a meeting shall be held to resolve the grievance. If such meeting does not resolve the grievance, the Superintendent shall answer the grievance in writing and the grievance and answer shall be transmitted to the Board.

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 hearings 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.

Step Four: If the decision of the Board is not satisfactory, the grievance may be submitted to arbitration by written notice, within 20 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 shall be selected by the parties from a panel of five (5) qualified persons prepared by the American Arbitration Association. The power of the arbitrator shall be limited to the interpretation or application of the express terms of this Agreement and he 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 of competent jurisdiction.

(b) No grievance shall be processed unless initiated or carried to the next step within the time provided herein or as extended by mutual agreement. If a teacher is found to have been discharged without just cause, he shall be reinstated on such terms as the parties may agree or as the Arbitrator shall order.

(c) The fees and expenses of the Arbitrator shall be shared equally by the Board and the Association.

(d) Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association.

ARTICLE XVII

NO INTERRUPTION OF EDUCATION

A. The Board, Association and each teacher recognize that their primary responsibility is to the children of the District and declare that their mutual objective is to provide those children with a proper education. To that end, it is agreed that during the life of this Agreement they will not permit, cause or encourage any interruption, disturbance or interference with the continuous, normal education of 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

MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations, policies or practices of the Board which are contrary to or inconsistent with specific and express terms of this Agreement, provided such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States and shall likewise supersede any contrary or inconsistent terms contained in any employment contract with the individual teachers in the bargaining unit and all future individual teacher employment contracts with bargaining unit teachers to be subject to the terms of this Agreement during the life of the Agreement.
- B. Copies of the Agreement shall be duplicated at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- C. If any provision of this Agreement or any application of the Agreement to any teacher in the bargaining unit shall be contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications hereof shall continue in full force and effect.
- D. The Board agrees at all times to maintain a list of available substitute teachers. Teachers shall be informed of a telephone number they may call to report unavailability for work. Unavailability must be reported at the earliest possible time in order that a substitute may be found, and in any event before 7:00 a.m. of the day of absence. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. The Board agrees not to use student teachers as substitute teachers unless mutually agreed by parties involved.
- E. All elementary teachers shall be guaranteed a duty free, uninterrupted lunch period of forty-five (45) 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 to supervise through the noon period. These assignments shall be on a rotating basis.

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

G. Employees covered by this Agreement may have payroll deduction for the purchase of MEA Tax-Sheltered Annuities and/or United States Government Savings Bonds.

APPENDIX A

1974-75 SALARY SCHEDULE

	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>
1	\$ 8,900	\$ 9,300	\$ 9,700	\$10,100
2	9,080	9,505	9,930	10,360
3	9,505	9,825	10,360	10,680
4	9,860	10,435	10,905	11,375
5	10,385	10,980	11,470	11,960
6	10,910	11,580	12,100	12,610
7	11,435	12,180	12,730	13,260
8	11,960	12,780	13,360	13,910
9	12,485	13,380	13,990	14,560
10	13,000	13,980	14,620	15,210
11		14,620	15,250	15,860

The above salaries are the contractual salaries. The Board of Education will contribute the Michigan State Retirement of five percent (5%) on the above.

For the 1975-76 salary schedule, the BA+15 schedule will be changed to BA+18.

- All non-degree teachers will be paid \$2,500 less than BA Salary at the step where they are in the schedule.
- All salaries are rounded off to the nearest \$5 on the salary schedule from the base.
- 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 bachelors degree in a teaching field (graduate credit or prerequisite required for intended graduate work.) These hours are to be completed following receipt of a bachelors degree.

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

Example: Elementary Level - 30 semester hours of diversified courses. This could include any course completed which would be beneficial in teaching of the elementary curriculum.

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

4. Five years (5) credit will be allowed for teaching experience outside the Rockford Public Schools except that all full-time teachers under written contract in the Rockford Public Schools for the 1974-75 school year shall not receive less credit than for that year.

5. In the event any elementary teachers are required to be with students during lunch period from one (1) to thirty (30) minutes, the teacher shall receive:

Two and 50/100 dollars (2.50) for each lunch period so interrupted by each occurrence of this nature.

INSURANCE

6. Super Med Full Family Health Insurance will be provided for each teacher.

This insurance will be available through MESSA and will cover the employee and his immediate family.

In the event a teacher does not desire this health plan, they shall receive the Full Family Dental Plan as developed by MESSA, for the Rockford Public Schools.

(Plan cost to be within 5% of the cost of MESSA individual health program.)

Contracted teachers teaching three (3) hours or more but less than full time shall receive one-half ($\frac{1}{2}$) benefits. Elections made by a teacher shall remain unchanged for the balance of the period except by mutual agreement. The amounts stipulated on the salary schedule are available 1/12 of each month provided, however, one (1) semester of teaching from year to year and has no cash value. The insurance program will be administered by the Association, its agents or representatives.

7. The following duties will carry extra pay as indicated (based on the percent of BA base salary \$8,900). The five percent (5%) retirement will be paid by the Board on all supplemental salaries listed below.

<u>SPORTS FOR BOYS</u>	<u>YEAR I</u>	<u>YEAR II</u>	<u>YEAR III</u>
<u>FOOTBALL</u>			
Head	15	16	17
Asst. - Varsity	9	10	11
J.V. and Frosh	8	9	10
<u>BASKETBALL</u>			
Head	15	16	17
J.V.	9	10	11
Frosh	7	8	9
7 & 8th Grade	6	7	8
<u>TRACK</u>			
Head	10	11	12
Asst.	6	7	8
Jr. High (7&8th)	4	5	6
<u>BASEBALL</u>			
Head	10	11	12
J.V. and Frosh	6	7	8

7. Extra Pay (continued)

(Boys Sports continued)	<u>YEAR I</u>	<u>YEAR II</u>	<u>YEAR III</u>
TENNIS			
Varsity	7	8	9
CROSS COUNTRY			
Varsity	7	8	9
WRESTLING			
Varsity	12	13	14
Assistant	7	8	9
Junior High	4	5	6
SWIMMING			
Varsity	12	13	14
Assistant	6	7	8
Junior High	5	6	7
GOLF			
Varsity	7	8	9
GYMNASTICS			
Varsity	12	13	14
<u>SPORTS FOR GIRLS</u>			
GOLF			
Varsity	7	8	9
TENNIS			
Varsity	7	8	9
GYMNASTICS			
Varsity	12	13	14
Assistant	6	7	8
SWIMMING			
Varsity	8	9	10
Assistant	6	7	8
VOLLEYBALL	7	8	9
BASKETBALL	7	8	9
SOFTBALL	7	8	9
<u>OTHER ACTIVITIES</u>			
CHEERLEADING			
Senior High (per season)	3	4	5
Ass't. Sr. High (per season)	2	3	4
SIXTH GRADE CAMP	3.5	4.5	5.5
SAFETY PATROL	3	4	5
YEARBOOK			
Senior High	6	7	8
(if incorporated with class)	2	3	4
Junior High	4.5	5.5	6.5

7. Extra Pay (continued)

(Other Activities continued)	YEAR I	YEAR II	YEAR III
DRAMATICS (Per Play)	5	6	7
STUDENT COUNCIL			
Junior High	3	4	5
Senior High	5	6	7
BAND	15	16	17
CLASS ADVISOR			
Grades 11-12	3	4	5
Grades 7-10	2	3	4
DEBATE	5	6	7
FORENSICS	5	6	7
AUDIO VISUAL DIRECTOR			
(1 hour released time)	6	7	8
(2 hours released time)		NONE	
NEWSPAPER			
Senior High	6	7	8
(if incorporated with class)		NONE	
CHOIR			
Senior High	2.5	3	3.5
DEPARTMENT HEAD	3	4	5
HEAD TEACHERS			
Crestwood	\$200.00		
Lakes	200.00		
Valley View	200.00		
Parkside	200.00		
Belmont	200.00		

Extra duty covers all responsibilities for each particular assignment. If the following individuals are contracted to handle assignments not listed above they would receive 2½% of salary for each week worked. These include: Agriculture Instructor, Co-op Coordinator, Wood Shop Instructor, Metal Shop Instructor, Jr. High Shop Instructor, Head Counselor-Sr. High, and the Counselor Coordinator.

It is understood and agreed between the parties that a contract stipulating extra compensation, for a teacher performing extra duties, shall not be deemed to grant continuing tenure in such capacity. For a teacher who has attained continuing tenure, failure of the Board to re-employ 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.

8. One sixth (1/6) of step on the salary schedule will be paid to any teacher at Junior High or Senior High level who teaches a sixth hour.

9. 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:

0 - 14 Minutes	Nothing
15 - 30 Minutes	\$2.50
31 - 60 Minutes	\$6.00

APPENDIX B

SCHOOL CALENDAR
1974-75

August 29	New Teacher Orientation
30	Work day for Teachers
September 3	First Student Day
November 28	Thanksgiving
29	Vacation
December 23 (Monday)	Christmas Vacations begins
January 2 (Thursday)	School Reconvenes
17	Record Day
March 24	Start of Spring Vacation (1 week)
May 26	Memorial Day
June 6	Last Day for Students
9	Record day for Teachers
Elementary Parent and Teacher Conference ----- 6 half days	

APPENDIX C

LONG TERM DISABILITY

CLASSIFICATION: All regularly contracted teachers who work a minimum of fifteen (15) teaching hours plus other requirements.

QUALIFYING PERIOD: One hundred forty (140) calendar days. (140 days or expiration of accumulated sick leave, whichever is greater.)

SCHEDULED MONTHLY BENEFIT: Sixty percent (60%) of an insured person's monthly contractual salary.

MAXIMUM BENEFIT PERIOD: To age sixty-five. (65)

ELIGIBILITY REQUIREMENTS: When an employee enrolls he must be under age sixty-four. (64)

OFFSETS: Social Security, Workman's Compensation, retirement programs, or any other disability income from a group, wholesale or franchise insurance plan.

ARTICLE XIX

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1974, and shall continue in effect for one year until the 30th day of June, 1975.

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

ROCKFORD EDUCATION ASSOCIATION
ROCKFORD PUBLIC SCHOOLS
ROCKFORD, MICHIGAN

BOARD OF EDUCATION
ROCKFORD PUBLIC SCHOOLS
ROCKFORD, MICHIGAN
KENT COUNTY (A Third Class District)

BY Gordon G. Norman
Its President

BY Ronald E. Coates
Its President

BY Barbara Okunow
Its Secretary

BY Jack Schwab
Its Secretary

BY Barbara A. [Signature]
Its Chief Negotiator

BY Robert Hamkate
Its Chief Negotiator