

MASTER AGREEMENT

between

**WEST BRANCH – ROSE CITY
AREA SCHOOL DISTRICT**

and

**WEST BRANCH – ROSE CITY
EDUCATION ASSOCIATION**

2011-2012

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AGREEMENT

This Agreement is entered into by and between the West Branch-Rose City School District, hereinafter called the "Board", and the West Branch-Rose City Education Association, hereinafter called the "Association."

ARTICLE 1. RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all professional and instructional personnel employed by the West Branch-Rose City Area Schools including fully certificated and permit teachers but excluding supervisory and executive employees and office and clerical employees. The term "teachers", when used hereinafter in this Agreement, shall refer to all teachers represented by the Association in the bargaining unit as above defined, and reference to male teachers shall include female teachers. The term "Board" shall include its officers and agents.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE 2. ASSOCIATION AND TEACHER RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict any teacher of rights afforded by laws and/or regulations.
- B. The Association and its representatives shall have the right to use the school buildings upon requisition approved by the building principal.
- C. The Association shall have the right to use school facilities and equipment, including typewriters, duplicating equipment, computers, calculating machines, and audio-visual equipment at reasonable times, when such equipment is not otherwise in use, provided they have the approval of the building principal. The Association shall not use materials of the district unless arrangements are made to purchase such materials.
- D. The Association shall have the right to post notices of its activities and matters of Association concern on teacher Association bulletin boards provided such notices are not controversial in nature and relate to normal routine Association business of the West Branch- Rose City Education Association. The Association may use the teacher mailboxes for communication to teachers. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.

- E. Upon request in writing by the Association the following reports shall be made available, if the report is completed, and in possession of the school system:
1. Annual Financial Report for the year ending June 30, after completion of the audit;
 2. Copy of the budget that is presented for adoption by the Board;
 3. List of personnel covered by this Agreement, including salaries, degree and years of experience in the system and out;
 - a. Information on revenue of the district for current fiscal year and
 - b. Current monthly financial report.Minutes of the Board meetings are available in the administration office and may be reviewed by the Association. The Association shall reimburse the Board for the extra expenses incurred when furnishing information or making records available.
- F. Upon timely notice by the West Branch-Rose City Education Association, provisions shall be made to include it on the Board's agenda.

ARTICLE 3. RIGHTS OF THE BOARD

- A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and the Constitution of the State of Michigan and of the United States, including, but without limiting any generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
 2. To hire all teachers, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such teachers.
- B. The exercise of the foregoing 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 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 4. MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

- A. (1) All bargaining unit members shall on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later,
- a. join the Association, or
 - b. pay a Service Fee to the Association, in an amount determined pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy.

The Service Fee shall not exceed the amount of Association dues collected from Association members

- c. Pursuant to the authority set forth in MCLA 408.477, dues and service fees will be payroll deducted as a condition of this agreement.

(2) Pursuant to Chicago Teachers Union v. Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to teachers who are not association members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to any administrative or judicial procedure. The Association shall provide to all teachers who are not association members A copy of the Association's policy and procedures.

- B. The Association shall indemnify the Board and hold it harmless against any loss or claims for damages resulting from the payment to the Association of any sums deducted under this Article and, in the event any actions or claims are commenced against the Board to recover from it any sums deducted under this Article, the Association shall intervene and defend itself against such action or claim.
- C. When a teacher does not have sufficient money due him/her, after deductions have been made for Social Security, insurance, garnishments, etc., or any other deductions authorized by the teacher or required by law, Association dues for that month will be collected by the Association directly from the teacher.
- D. If a teacher who is absent on account of illness, leave of absence, or for any other reason has no earnings due him/her for that period, no deductions shall be made. The Association will arrange for collection of dues for that period directly with the teacher.

- E. All deductions of Association dues provided for in this Article shall be automatically terminated in the event of loss of exclusive recognition by the Association.
- F. Payroll deductions for the approved organization(s) (M.E.A., N.E.A., WB-RCEA) may also be made from salaries of other certificated teachers whom so request.
- G. This Article shall be subject to the provisions of the Michigan Teacher Tenure Act. In the event that this Article should be challenged through the Tenure Commission, the Michigan Employment Relations Commission, or the courts, the Association will pay the reasonable expenses of such proceedings, including the fees of legal counsel retained by the Board. If this Article shall be found to violate the law, the Association shall be responsible for any loss or damage, including back pay, awarded by the courts.
- H. Deductions under this Article shall be prorated as equally as practical over the period of the teacher's contract, or may be elected to be paid in one (1) lump sum by the individual member by December 31 of each year.

ARTICLE 5. TEACHING CONDITIONS

- A. Teachers shall not be under obligation to supervise a spectator bus to athletic events.
- B. Teachers will not be required to drive school buses.
- C. The Board shall make available in each school adequate restrooms and lavatory facilities for teacher use and at least one (1) room, appropriately furnished, which shall be reserved, for use as a faculty workroom. Provision for such facilities will be made in all future buildings.
- D. Existing telephone facilities shall be made available to teachers for use in conducting school business.
- E. Parking facilities shall be provided for each teacher's use.
- F. Beginning teachers shall be given special consideration in regard to number of preparations and class size.
- G. Work at athletic games outside of regular school hours shall be on a voluntary basis.
- H. The Board will not require teachers to report for work on days/hours school is called off due to road conditions or other causes. Should State statutes or regulations change, the parties will comply with the new statute or regulations. Any required make up days or hours will be at no added cost to the district.

- I. The Board shall provide for each teacher a separate desk and a locked file cabinet, or secured storage space in each building to which they are assigned.
- J. Teachers will be provided supplies for their teaching assignments. Supplies and equipment will be ordered on a timely basis so as to be available when they are needed. If the supplies are not available four (4) weeks prior to their need, the teacher will advise the principal who will advise central office. Central office will make reasonable efforts to obtain said materials from another vendor. Defective supplies will be returned to central office for appropriate credit and replacement.
- K. Subject to the provisions of Board policy, teachers may obtain a key to the outside entrance door of the school the teacher is assigned to for use during the school year.
- L. Teachers in grades K-4 shall be provided a half-day release time at the end of the first and third marking periods for card marking and record keeping.

ARTICLE 6. VACANCIES, TRANSFERS AND ASSIGNMENTS

A. Vacancies

1. A vacancy is defined as any bargaining unit position that the district intends to fill. Not later than May 15 each year, the superintendent will notify teachers electronically of confirmed positions (i.e. letter of resignation has been received) to be filled in making assignments and transfers for the upcoming year. Teachers may request consideration for an assignment or transfer to any of these positions within five (5) calendar days of the notice. After all teachers have been placed in a position (including those with a change in position under article 7), all remaining vacancies will be posted.
2. Vacancies shall be filled on the basis of certification, experience, qualifications, seniority (see article 7-B), and other relevant factors.
3. Vacancies between the start of the school year and December 1 shall be posted and filled on a permanent basis. Vacancies occurring after December 1 may be filled on a temporary basis until the end of the school year, at which time the position shall be declared vacant and posted.
4. Teachers in the bargaining unit shall be given first consideration for the filling of vacancies.

B. TRANSFERS

1. A transfer is defined as a change between school buildings.

2. Transfers will be made on a voluntary basis whenever possible. In the case of involuntary transfer, the consideration and wishes of the individual teacher will be honored to the extent that this consideration does not conflict with the instructional requirements of the school. Whenever an involuntary transfer cannot be avoided, a personal interview preceded by a written notification with the affected party will be held to clarify the reasons for making said transfer. In case of involuntary transfer after June 30th, the affected teacher will be released from the individual contract upon request.

C. ASSIGNMENTS

An assignment is defined as a change within a building.

Teachers shall not be assigned outside the scope of their teaching certificates (including emergency certification) or into positions where they do not meet other statutory requirements.

1. (a) All teachers shall be given notice of their tentative assignments for the forthcoming year by the last day of school. In the event that changes in such assignments occur, teachers affected shall be notified and consulted as soon as possible. Unless required by an emergency situation, changes in teachers' assignments will not be made after August 15 preceding commencement of school.

(b) Should an involuntary change in assignment be necessary after the start of the school year, the teacher shall be provided a maximum of two (2) working days of release time if needed by the teacher to complete necessary arrangements and preparations during the school year.

2. Supplementary Services:

a. All reimbursement for supplementary duties shall be made according to provisions of this Agreement.

b. No duty position shall be assigned any teacher without his/her consent.

c. In case of a vacancy in a supplementary duty position, appropriate notices should be posted and members of the bargaining unit shall be allowed to make application and receive first consideration provided they are as well or better qualified. If no Association member applies for the position, the Board may seek volunteers without pay for the vacant position for that school year. The Board reserves the right not to fill the posted position.

d. Assuming satisfactory performance in the position as determined by the Board of Education, incumbents shall be given the opportunity to remain in the position unless there are other candidates with notably superior qualifications. (Exception: Class Advisors.)

e. Teachers in the bargaining unit will receive priority consideration for the vacant position over any applicant who is not a member of the bargaining unit whenever the teacher in the bargaining unit is as well or better qualified.

f. Teachers in the bargaining unit who have written applications in applying for a vacant position shall receive written notifications as to the decision reached within five (5) school days following the decision and before public announcement.

D. PROCEDURE

1. Vacancies for the following school year shall be posted in each building on the official school bulletin board and the school web site for ten (10) days.
2. After the last day of school, the Association President or his/her designated representative shall be notified by mail. Fifteen (15) days after the letter is sent by the administration the posting period is considered complete and the job shall be filled.
3. After August 1, the Administration may fill any opening regardless of the fifteen (15) days waiting period.
4. Sections in the academic center at the high school that are unassigned, will be offered to certified and qualified applicants in the following order:
 - a. To a part-time high school teacher.
 - b. To a full-time high school teacher in lieu of the teacher's assigned preparation period.
 - c. To a part-time middle school teacher from grades 7-12.
 - d. To an individual from outside of the bargaining unit.

ARTICLE 7. REDUCTION IN THE WORK FORCE AND SENIORITY

- A. Whenever it is necessary to reduce the staff, the following procedure shall be applied
1. The Board shall determine what positions are to be eliminated from the program.
 2. Those probationary and non-probationary teachers with the least amount of seniority shall be laid off provided the remaining teachers are certified and qualified to teach those courses retained by the Board.
 3. Those teachers in positions being eliminated, will be assigned to the position held by the least senior teacher they are certified and qualified to displace.

Prior to notifying any teacher that their position is being eliminated, the superintendent or his designee will notify the association president. The affected

teacher will be given notice within ten (10) business days of final action by the Board of Education.

4. Any teacher laid off from the staff shall be given first consideration for substitute positions as they arise, provided that teacher is qualified for the substitute position opening.

- B. For purposes of this Agreement, "seniority" shall mean continuous employment as a teacher or as an administrator as is reflected in article 34.

The original date of seniority will be determined by the date the Board of Education adopts a motion to employ the individual. Further, the Board shall make employment dates retroactive to the actual date a teacher begins his/her duties with the district if the teacher started work prior to the Board adopting the motion.

In the event two or more teachers have the same date of hire, placement will be determined by a drawing (lottery). A representative of the Association will be provided the opportunity to attend the drawing.

- C. Teachers shall be recalled for a period of three (3) calendar years in reverse order provided they are certified and qualified to teach the vacant position.

ARTICLE 8. DAILY LEAVE

- A. Each teacher shall be credited with a twelve (12) day leave allowance to be used for absences caused by illness or physical disability to the teacher, or for personal business. After having been on duty at least one (1) workday of the school year, each teacher having one (1) or more years of seniority shall be credited with his/her twelve (12) day leave allowance. Probationary teachers who have less than one (1) year of seniority shall be credited with six (6) leave days after having worked at least one (1) workday of the first semester and an additional six (6) days after having worked at least one (1) workday of the second semester.
- B. Each teacher will be able to establish a maximum accumulation of either ninety (90) days or the total number of teacher workdays in a given school year or any number of days between ninety (90) and the total number of teacher workdays in a given school year.
- C. Teachers will designate a maximum accumulation of ninety (90) days of leave or between ninety (90) days and either one hundred eighty-nine (189) days and the

total number of teacher workdays in a given school year if higher than one hundred eighty-nine (189).

If a teacher has not made a designation through the business office in writing, the teacher will be assumed to have selected the highest number of teacher work days option. Designations will remain in effect from year to year unless the teacher provides notice to the business office by November 1 requesting a change.

Teachers making a designation of over ninety (90) days who want to cash in the accumulated days in excess of ninety (90) days, will provide notice in writing to the business office by November 1 each year and will be paid for the days in excess of ninety (90) days at one-half of the current substitute rate for each day or \$32.50 per day, whichever is higher. Payment will be made on the first pay in December.

- D. Teachers who are above their designated maximum accumulation at the end of the school year under section C due to the credit of the twelve (12) days under section A for that year, will be paid for these excess accumulated leave days above the teacher's designated maximum at the current substitute rate or \$65.00 per day, whichever is higher. Excess accumulated leave is that number of days remaining over an accumulation maximum in a given year. The payment will be made on the last pay in June.
- E. Documentation regarding an absence of two (2) consecutive days may be required by the Board.
- F. The Board will allow the following leave days without charge against the teacher's allocated leave allowance:
 - 1. Teachers required to report for jury duty or as a result of a subpoena to appear in court (unless such subpoena is served by the Association or any of its attorneys or representatives) shall receive their regular rate minus any sums allocated from the court or as a fee for appearing.
 - 2. Visitations to other schools, conferences and conventions approved by the administration.
 - 3. Time necessary to take selective service exams.
 - 4. Absence with mumps, scarlet fever, measles, chicken pox, scabies or lice.
 - 5. A maximum of three (3) days per occurrence for death in the immediate family. (Time may be extended for long distance upon request.)
 - 6. Immediate family shall include the teacher's spouse, children, grandchildren, parents or foster parents, parents-in-law, grandparents, brothers, sisters, or any person for whose financial or physical care the teacher is principally responsible.

- G. A teacher planning to use a personal business day shall arrange with the teacher's principal at least one (1) day in advance, stating reasons.
1. Requests for personal business days of 1-2 days in length will require a written statement of "personal business" only.
 2. Requests for personal business days of more than two consecutive days in length will require specific reasons for consideration by the principal.
 3. No personal business/leave days are to be used for the purpose of vacation.
 4. The district administration will develop a standard form for leave days that will be used in each building.
- H. Any teacher who has completed fifteen (15) or more years of service as defined by the seniority list in article 34 and whose employment with the Board is severed due to death (paid to the employees estate) or retirement under the Michigan Public School Employees Retirement system, shall receive one (1) day's pay at the current substitute rate for every two (2) days of accumulated leave.

The payment under this section is understood by the parties to qualify as a non-elective employer contribution under the internal revenue code in order to exempt the payment from FICA contributions. As such and for as long as it qualifies, all payments will be made exclusively to an IRS qualified 403B plan of the teacher's election that is available in the business office.

In the event the internal revenue code limit for the tax year toward section 403B plans will be exceeded for a teacher by payment of the foregoing, that portion of the payment creating the excess will be delayed until the first month of the next tax year.

ARTICLE 9. SABBATICAL LEAVE

Pursuant to Section 380.1235 of the School Code of 1976, the following provisions will govern the granting of sabbatical leaves.

A. Qualifications

1. The teacher must possess a Michigan Life, Permanent or Continuing Certificate and has attained a B.A. plus level on the salary schedule.
2. Sabbatical leaves may be granted by the Board upon recommendation of the Superintendent after receiving the recommendation of a committee, which will be appointed to review all applications. The committee will consist of six (6) members: three (3) appointed by the Superintendent and three (3) appointed by the Association.

The committee shall consider, among other qualifications, the following: need of specialized teacher, benefit to the Board and aptitude of teacher to curriculum.

3. Any applicant for sabbatical leave of absence shall file with the application form an outlined program for the period requested for Sabbatical leave. This plan shall be indicated on an attached statement and include details for either study in an approved college or university, or a problem or project (research, writing, travel to be pursued independently by the applicant).
 4. Sabbatical leaves granted shall not exceed one percent (1%) of the total certificated staff in that current year.
 5. A sabbatical leave shall not exceed two (2) semesters.
- B. Salary Protection
1. A teacher on sabbatical leave will be paid up to fifty percent (50%) of the teacher's scheduled salary. However, the teacher may apply for an unpaid sabbatical leave.
 2. A teacher granted such leave shall advance on the salary schedule the same number of steps the teacher would have advanced had the teacher been on the staff in the West Branch-Rose City Area School District.
- C. Status While on Sabbatical Leave: A teacher on sabbatical leave shall be considered to be in the employment of the West Branch-Rose City Area School District and shall have a contract and shall be provided insurance coverage. However, the West Branch-Rose City Area School District shall not be held liable for death or injury sustained by any teacher while on sabbatical leave.
- D. Status Upon Return From Sabbatical Leave: A teacher, upon return from a sabbatical leave, shall be restored to the teacher's former position if possible, or a position of like nature, retirement status and seniority.

ARTICLE 10. MILITARY LEAVE

- A. Teachers shall be granted a military leave for the purpose of completing their legal obligations to serve in the United States armed forces. The period of the leave for which return rights and other entitlements are assured is determined by law.
- B. Whenever teachers are required to report for active duty for training during the school year, every effort shall be made by the Superintendent to secure an alternate training date. If the teacher is still required to report, the teacher will be paid the same as required under the jury duty provision.

ARTICLE 11. UNPAID LEAVES OF ABSENCE

- A. The Board may grant an unpaid leave of absence. Eligibility shall be based on a minimum of two (2) years continuous employment in the district.
- B. A teacher may request and will be granted a non-paid child care leave. This applies to teacher and spouse for up to twelve (12) months. Additional time may be granted upon application. Request for extension must be made at least sixty (60) days prior to the expiration of the existing leave.

ARTICLE 12. GENERAL PROVISIONS FOR LEAVE

- A. Request for leaves shall be in writing.
- B. All leaves shall be limited to one (1) year except military and childcare. Extensions shall be at the will of the Board.
- C. In cases other than military, written notice of intention to either return or resign shall be given to the Superintendent by April 1 of the year in which the leave expires.
- D. All leaves, except military, shall be granted only by Board action.
- E. With the exception of return rights governed by law for those on military leaves, re-employment during the school year shall be at the discretion of the Board. Upon return at the beginning of a new school year after a leave of up to one year, a teacher shall be assigned to the teacher's previous position. Upon return at the beginning of a new school year after a leave of more than one year, a teacher shall be assigned to a position for which the teacher is qualified/certified if vacancy exists. In the event that the teacher's former position or another position for which the teacher is qualified is not open at the time, the teacher shall be given first priority on such a position when it becomes available, and the leave shall be extended until a position for which the teacher is qualified is open.
- F. Teachers returning from a leave of absence shall be credited with the unused portion of sick leave.

ARTICLE 13. PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations and directions presently in effect and from time to time adopted by the Board, or its representatives, which are not inconsistent with the provisions of this Agreement.
- B. Discipline shall be defined as a written warning, written reprimand or suspension without pay.

- C. No teacher shall be disciplined or discharged without just cause. The just cause standard will not apply to probationary teachers hired after June 30, 2007. Information forming the basis for disciplinary action or discharge will be made available to the teacher and the Association upon request.

Those teachers who are not subject to the Tenure Act (i.e. social workers), will serve a two (2) year probationary period.

- D. The Board shall advise a teacher that the teacher has the right to have a representative of the Association (of the teacher's choice) present at a formal conference at which the teacher is to be disciplined, provided that the conference need not be delayed for an unreasonable time until such representative can be present and in no event shall the Board be restricted from taking such protective action as the Board may determine to be necessary to protect the rights of students and others pending the holding of the formal conference. For the purpose of this provision a formal conference is defined as one that has been prearranged.

ARTICLE 14. PROFESSIONAL IMPROVEMENT AND DEVELOPMENT

- A. The Administration will, whenever financial resources allow, endeavor to provide upon application and approval of the building principal the necessary funds for teachers who desire to attend professional conferences. Travel, meals, lodging and registration fees shall be deemed reasonable expenses of the Board as well as the cost of a substitute teacher if needed to relieve the teacher attending such conference.
- B. In-service days for all certified personnel - conferences, workshops and visitations: The curriculum study areas, i.e., language arts, mathematics, etc., are not to be included in the following guidelines for workshops, conferences, or visitations. This guideline will not cover conferences, workshops or visitations for Counselors, Librarians, Title I personnel or Special Education personnel. Since some of the above-mentioned areas are not included in the regular curriculum studies, these areas will be provided with additional time for conferences, workshops or visitations.

As a guideline, the following number of conferences, workshops and visitations will be allowed at each building site:

- Ogemaw Heights High School - Eight (8)
- Surline Elementary/Middle School - Ten (10)
- Rose City Elementary/Middle School - Five (5)

Teachers interested in attending conferences, workshops or visitations will be expected to meet with their principals early each school year to clear requests.

Financial considerations must be considered each and every year as to the number of conferences, workshops and visitations that will be possible under this guideline.

ARTICLE 15. NO STRIKE PLEDGE

The Association and the Board recognize that strikes and other forms of work stoppage by teachers are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association therefore agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any teacher to comply with any provision of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE 16. GRIEVANCE PROCEDURE

A. Definition

1. Grievance shall mean a complaint by a teacher in the bargaining unit that there has been as to him/her a violation, misinterpretation or inequitable application of a specific provision of this Agreement, except that the term "grievance" shall not apply to any matter as to which a method of review is prescribed by law. Where there is method of review prescribed by law, the issue will be deferred to discussions between the superintendent and the association president.
2. As used in this Article, the term "teacher" may mean a group of teachers having the same grievance.
3. The Association shall have the right to file a policy grievance when it appears that the Agreement has been violated in such a manner that no specific liability rests or will be properly paid to an individual teacher.
4. The term working days when used in this article is defined as teacher work days during the school year and days that the central office is open during the summer months.

B. Procedure.

1. The teacher who has a grievance should first take the matter up verbally with the principal who will attempt to resolve it with him/her.
2. If this fails to resolve the grievance, the teacher shall within twenty (20) working days following the act or condition which is the basis for a grievance reduce the grievance to writing, specifying the section of the Agreement he/she alleges is violated, the events that caused the alleged violation, and the remedy he/she seeks.
3. Within five (5) working days of receipt of the grievance, the principal shall attempt to arrange a conference with the view of satisfactorily resolving the grievance. At the time of conference, the teacher may appear personally or may be represented by an Association Representative (of the teacher's choice) or both. Such conferences shall be scheduled at a time when there is no disruption of normal school routine and duties of the teacher(s).
4. Within five (5) working days of such conference, or longer if mutually agreed to, the principal shall answer such grievance in writing.

5. If the grievance is not appealed from the written answer within five (5) working days, the principal's decision will be final.
6. If the Association does not accept the principal's answer, the grievance may be appealed to the Superintendent by sending such notice to the superintendent within five (5) working days from the date of the principal's decision.
7. Within ten (10) working days of receipt of the appeal, the Superintendent or his/her designated representative will arrange for a conference to satisfactorily resolve the grievance. Such a conference shall be scheduled at a time when there is no disruption of normal school routines and duties of the teacher(s).
8. Within five (5) working days, or longer if mutually agreed to, the Superintendent or a designated representative shall answer such grievance in writing.
9. If the grievance is not settled at the preceding step, it may be submitted to binding arbitration by the Association. Within ten (10) working days of the receipt of the Superintendent's answer, the party choosing to arbitrate must give written notice to the other party, setting forth specifically the nature of the dispute to be arbitrated. Following this written notice, the parties will meet within ten (10) days to select an arbitrator according to the following procedure:
 - a) A panel of arbitrators shall be maintained by the parties. Only arbitrators acceptable to both parties shall be placed on the list. Names of new arbitrators to be added to the list may be proposed at any time by either the Association or the Board.
 - b) Each party shall alternate striking one name from the panel of arbitrators until all arbitrators are eliminated except one. That arbitrator shall be selected for hearing the grievance.
 - c) The parties will alternate the initiation of the elimination process with each successive grievance.

Upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.

Should either the Board or the Association wish to terminate the use of the preselected panel arrangement for selection of grievance arbitrators, the party wishing to terminate the panel shall give one year's notice to the other party. Prior to formation and/or after termination of the panel selection arrangement, selection shall be through the American Arbitration Association and subject to its rules.

10. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. The grievance shall be carried forward by the grievant within the same time limit as allocated to the Superintendent, or the grievance shall be waived.

11. This Agreement constitutes a contract between the parties and shall be interpreted and applied by the parties and by the arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the arbitrator is to determine disputed interpretation of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority, nor shall it consider his/her function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not give any decision that in practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in what is in effect a modification (whether by addition or subtraction) of written terms of this Agreement. The arbitrator has no obligation or function to render a decision or not to render a decision merely because in his/her opinion such decision is fair or equitable or because in his/her opinion it is unfair or inequitable.

The arbitrator shall have no power to rule on any of the following:

- a. The termination of services of or failure to re-employ any probationary teacher.
- b. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, Extra Session of 1937 of Michigan, as amended)
- c. Discretionary action reserved to the Board.
- d. Curriculum, textbook selection and course content.
- e. Any matter involving the content of a teacher evaluation. Procedural matters concerning evaluation may be arbitrated.
- f. Any matter involving a prohibited subject of bargaining under the Public Employment Relations Act

12. If either party shall claim before the arbitrator that a particular grievance fails to meet the test of arbitrability, as the same are set forth in this Article, the arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The arbitrator shall have the authority to determine whether the arbitrator will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the arbitrator determines that such grievance fails to meet said test of arbitrability, the arbitrator shall refer the case back to the parties without recommendation to the merits. The arbitrator shall issue his/her decision that shall be final and binding.

13. If an individual teacher has a personal complaint the teacher desires to discuss with a supervisor, the teacher is free to do so without recourse to the grievance

procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association Representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

14. Cost of Arbitration. The fees and expenses of the impartial arbitrator, the cost of transcript (if such be requested by the arbitrator), and the cost of the room shall be borne equally by the Association and the Board.

All other expenses incurred shall be paid by the party incurring them.

C. Miscellaneous

1. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its responsibilities, subject to the final decision of the grievance.
2. Two or more grievances on the same provision may be handled by the Board as one grievance. When such a situation occurs, the Association shall be notified and the answer directed to the Association Representative or the Association.
3. No grievance shall be filed for or by any teacher after the effective date of their resignation.
4. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this document.
5. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed to arbitration.
6. Settlements of grievances reached at Step One of the grievance procedure shall not be considered precedent-setting nor shall they prejudice either party in either promulgating or responding to later grievances.

ARTICLE 17. NEGOTIATION PROCEDURES

- 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 area 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 this Agreement, even though such subjects

or matters 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. Should it become apparent during the course of the Agreement that it should be mutually advisable to both parties to negotiate any given items, the parties may upon mutual consent do so.
- C. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concession in the course of negotiations.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke mediation through the Michigan Employment Relations Commission, or take any other lawful measures it may deem appropriate.

ARTICLE 18. REVIEW COMMITTEE

The Board representatives agree to have meetings during the school year with the West Branch- Rose City Education Association to discuss problems that may or may not be covered by the provisions of this Agreement; said meetings and problems pertaining to the West Branch-Rose City Area Schools must have a reasonable advance notice and tentative agenda.

ARTICLE 19. ACCOUNTABILITY

The Board and the Association recognize that the ability of pupils to progress and mature academically is a many-faceted and complex process combining not only school achievement but home background, economic and social environment, and to that end teachers alone will not be held solely accountable for the academic achievement of the pupils in the classroom. Test data of academic progress of students shall not be used solely as a condition for termination of a teacher's services.

ARTICLE 20. MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms of this Agreement, or subsequent agreements, to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

- B. This Agreement shall supersede any rules, regulations, policies or practices of the Board that are contrary to or inconsistent with its terms.
- C. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Copies of this Agreement shall be presented to all teachers employed by the school district. The cost will be equally shared by the parties.
- E. The parties agree that this Agreement incorporates their full and complete understanding and any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understanding or practice will be recognized in the future unless committed to writing and signed by the parties as supplement to this Agreement.

ARTICLE 21. ASSOCIATION CONFERENCES

- A. The Board shall permit a person(s) designated by the Association a maximum of twelve (12) days total absence, without loss of pay, to attend Association business. The Association shall make such request one (1) week prior to the date of utilization.
- B. The Board shall permit the Association President or designee a maximum of ten (10) days during the school year, without loss of pay, to conduct Association business. The Association will reimburse the district for the substitute cost for each day a substitute is necessary under this subsection. The Association President shall make the request one (1) week prior to the use of any days under this subsection. The one (1) week prior notice shall be waived in special situations and/or circumstances.
- C. Requests for time off under this article are to be directed in writing to the superintendent with a copy to the building principal.

ARTICLE 22. TENURE POLICY

In the event that the Michigan Teacher Tenure Act is repealed by the Michigan Legislature, the Board agrees that effective with the date of repeal and upon request of the Association, to negotiate relative to any conditions of employment previously covered by the act that are not already covered by this agreement.

ARTICLE 23. TEACHER EVALUATION PROCEDURE

- A. A tenured teacher will receive a written evaluation at least once every three (3) years. The evaluation will be based upon at least one (1) classroom observation.
- B. Non-tenured teachers will receive a written evaluation at least once a year. Their evaluations will be based on at least two (2) or more classroom observations held at least 60 days apart, unless a shorter interval between the two (2) classroom observations is mutually agreed upon by the teacher and the administration, and shall include at least an assessment of the teacher's progress in meeting the goals of the teacher's Individualized Development Plan. For a first year probationary teacher the first observation shall be during the teacher's first three months of teaching in the teacher's assigned area.
- C. Observations will be in person by the building principal or administrator who the teacher is directly accountable to and will be for a minimum of thirty (30) minutes and will be followed by a written report. Within thirty (30) working days the written report will be signed by the teacher and filed in the teacher's personnel file. (Probationary teachers shall also have an oral conference within the ten (10) day period immediately following the observation.) Upon mutual agreement between the parties, another qualified person may be part of the evaluation process.
- D. Any teacher assigned to more than one building will be evaluated during the years of his/her evaluation by both supervisors.
- E. Any report of a teacher who will not be considered for re-employment will be sent to the Superintendent and to the teacher under consideration.
- F. Each teacher shall have the right upon request to review the contents of the teacher's own personnel file with the exception of confidential documents excluded by law. A teacher shall receive a copy of material(s) being placed in the teacher's own personnel file along with notice of same.
- G. Each teacher shall have the right to file a response to the material being placed in the teacher's personnel file and have the response included as part of that material.
- H. Any teacher will receive notification of any formal complaint made against the teacher, and will be given a copy of the complaint if it is in writing.
- I. Written classroom teacher evaluations will be made using the form included as Appendix B in this Agreement. Written evaluations of others, such as counselors, librarians, speech teachers, occupational therapists, social workers and psychologists, will not use the form included as Appendix B. A mutually agreed upon form will be developed to address these particular positions.

J. All classroom observations for tenured teachers for the purpose of evaluation will be concluded four (4) weeks before the last teacher day.

K. A committee of four (4) administrators and four (4) association members are to study and recommend teacher evaluation and merit pay language. See letter of agreement Appendix D.

ARTICLE 24. CLASS SIZE

The following class size shall be observed by the Board and additional salaries paid to the teacher in accordance with the schedule whenever the total pupil loads are exceeded. Overload pay for 7-12 grades for class size over 32 and 26 will be paid on a per class basis, not on a daily average as was previously done:

A. Elementary

1. Kindergarten, twenty-five (25) maximum number of students assigned per class. Overload of two dollars and fifty cents (\$2.50) per student per day above twenty-five (25) students will be paid.
2. Grades 1 - 2, twenty-eight (28) maximum number of students assigned to each teacher; but the teacher, with administrative approval, may cooperate with other teachers in the exchange and sharing of students in a particular subject to utilize the expertise of certain teachers. Overload of two dollars and fifty cents (\$2.50) per student per day above twenty-eight (28) students will be paid.
3. Grades 3 - 4, thirty (30) maximum number of students assigned to each teacher; but the teacher, with administrative approval, may cooperate with other teachers in the exchange and sharing of students in a particular subject to utilize the expertise of certain teachers. Overload of two dollars and fifty cents (\$2.50) per student per day above thirty (30) students will be paid.
4. Grades K - 4 Art, Physical Education, Band, Music. Total pupil load shall not exceed two hundred fifty (250) students per day without overload of fifty cents (\$.50) per student per day being paid.
5. Under no circumstances may the class maximum be exceeded by more than ten percent (10%).
6. Overloads will be computed starting with the third week of each semester. Overloads will be computed on a daily basis to be paid within three (3) weeks after the end of each marking period. Teachers shall have the responsibility of accurately reporting overloads by the end of the first week following each marking period.

B. Middle School

1. Grades 5 - 6, thirty-two (32) maximum number of students assigned to each teacher; but the teacher, with administrative approval, may cooperate with other teachers in the exchange and sharing of students in a particular subject to utilize the expertise of certain teachers. If classes are self-contained or partially self-contained, overload of two dollars and fifty cents (\$2.50) per student per day above thirty-two (32) students will be paid. If the classes are totally arranged as high school, overload of fifty cents (\$.50) per student per day will be paid.
2. Grades 7 - 8 English, Speech, Home Economics, CTE (excluding Drafting), Foreign Language. Twenty-six (26) maximum number of students assigned to each teacher per period. Total pupil load per teacher per day where class maximum exceeds twenty-six (26) shall be paid fifty cents (\$.50) per student per day.
3. Band, Vocal Music, and Physical Education. Two Hundred (200) students per teacher, per day. Overload of fifty cents (\$.50) per student per day above two hundred (200) students will be paid.
4. Other subjects thirty-two (32) students per class. Total pupil load per teacher per day where class maximum exceeds thirty-two (32) shall be paid fifty cents (\$.50) per student per day.
5. Under no circumstances may the class maximum be exceeded by more than ten percent (10%).
6. Overloads will be computed starting with the third week of each semester. Overloads will be computed on a daily basis to be paid within three (3) weeks after the end of each marking period. Teachers shall have the responsibility of accurately reporting overloads by the end of the first week following each marking period.

C. High School

1. Grades 9 - 12 English, Communications, Home Economics, CTE (excluding Drafting), Foreign Language. Twenty-six (26) maximum number of students assigned to each teacher per period. Total pupil load per teacher where class maximum exceeds twenty-six (26) shall be paid fifty cents (\$.50) per student per day.
2. Band, Vocal Music, and Physical Education. Two hundred (200) students per teacher. Overload of fifty cents (\$.50) per student per day above two hundred (200) students will be paid.
3. Other subjects, thirty-two (32) students per class. Total pupil load per teacher where class maximum exceeds thirty-two (32) shall be paid fifty cents (\$.50) per student per day.

4. Under no circumstances may the class maximum be exceeded by more than ten percent (10%).
 5. Overloads will be computed starting with the third week of each semester. Overloads will be computed on a daily basis to be paid within three (3) weeks after the end of each marking period. Teachers shall have the responsibility of accurately reporting overloads by the end of the first week following each marking period.
- D. Overload pay will be calculated as follows for those Art, Physical Education, Band, and Music teachers with an elementary and middle school, or elementary and high school assignment; for every student over two hundred- fifty (250), fifty cents (\$.50) per student per day will be paid.
- E. The Director of Special Education, or his/her designee, shall notify regular education teachers of students on specific special education teacher case loads when those students are scheduled into the regular education teachers' classroom(s). The special education teacher and the regular education teacher shall share in the responsibility of communicating with each other whenever a special education student is encountering difficulties within the regular education classroom.

Teachers of students who have been identified for services under Section 504 will be advised by the building principal, or his/her designee, of special accommodations needed by the student. Teachers of students who have suspected section 504 handicaps will be invited to attend a meeting, its purpose which will be to develop an appropriate plan for the student.

- F. In the event that the regular education teacher encounters difficulty with the behavior of a student, the district's discipline code is to be followed. In addition, if the behavior of a special education student becomes a problem, the regular education teacher is to consult with the special education teacher who has that student on the teacher's caseload. If difficulties persist, the regular education and special education teachers are to consult with the building principal for the purpose of resolving the problem.
- G. Whenever a special education student is being placed in regular education programs through an IEPC, the following shall occur:
1. In-service training shall be made available to the regular education teacher regarding curriculum accommodations and behavior management, either prior to, or as soon as possible after full time placement of the special education student in the regular education program.
 2. Appropriate teacher consultant, paraprofessional and other support personnel as necessary to meet the goals of the IEPC for the special education student shall be provided.

3. All teachers involved with a student for whom an IEPC is scheduled shall be notified of the IEPC. Release time shall be provided for those teachers who would like to attend and participate in the IEPC.

ARTICLE 25. MEDICALLY FRAGILE STUDENTS

- A. If a teacher will be providing instructional services, excluding those typical classroom responsibilities, to a medically fragile student, the teacher or another adult who will be present when the instruction services are being provided will be advised of the steps to be taken in the event an emergency arises related to the student's medical condition.
- B. The Board shall provide the services of an individual with appropriate medical training to meet the needs of the medically fragile student enrollment.
- C. On a case-by-case basis, prior to placement of a medically fragile student, the Board will provide training by a licensed health professional and other support to any teacher who will be providing instructional services to a medically fragile student. The Board shall pay all costs in connection with the training, including the time taken by the member to receive the training, calculated on a pro rata basis.
- D. Information: Any teacher required to provide school health services to a student shall have the right upon request to review a copy of the student's multi-disciplinary evaluation team report, IEPC, Individual Family Service Plan (IFSP), and any other information in the student's educational records relating in any way to the student's health status or any school health service being provided to the student. The teacher is reminded that the teacher is subject to confidentiality provisions of the Family Educational Rights and Privacy Act and the regulations promulgated pursuant to the Act, for all students.
- E. Liability and Indemnification: The Board shall provide and maintain liability insurance on behalf of each teacher who is required to provide school health services. Insurance coverage shall include personal liability in an amount not less than currently set forth in the Board's insurance policies or one million dollars, whichever is greater.

ARTICLE 26. CALENDAR

The school calendar will consist of the number of teacher days and student attendance days as indicated in Appendix A.

The first day for teachers will be held at the discretion of administration.

One full workday (or two half-days) during the week prior to students attending school will be for teachers to be in the building of their teaching station and shall be used by the teacher for individual classroom preparation.

ARTICLE 27. FRINGE BENEFITS

- A. The Board shall provide without cost to the teacher health/vision insurance coverage for a twelve (12) month period for the entire family.
- B. 1. It is understood that the Board may open this Agreement for the express purpose of reviewing health/vision insurance bids with the Association. Change of carriers will be subject to negotiations with the Association.

2. The bid from the carrier must be equal to or exceed the specifications as contained in this paragraph C. If the Association does not agree with the carrier after the bidding process takes place, the following shall apply:
 - a) A panel of three (3) evaluators shall be selected to determine whether or not the carrier's program meets or exceeds the specifications as bid, but does not provide less coverage than specified. The decision of this panel is final and binding on both parties.
 - b) The Association shall select one (1) evaluator; the Board shall select one (1) evaluator; and these evaluators shall select a third member to deliberate on this panel.
- C. PLAN A For teachers electing health insurance

Health:

MESSA Choices II. \$10/\$20 Drug Card (includes \$5,000 Basic Term Life with AD&D)
 \$100/\$200 Deductible
 \$10 Office Visit

Teachers will have the right to purchase MESSA Supercare I.

Negotiated LTD:

66 2/3% of Max. Monthly Salary \$7,500
\$5,000 Max. Monthly Income
90 Calendar days modified fill
Alcohol/Drug - 2 year limitation
Mental/ Nervous - 2 year limitation
Family Social Security Offset
5% Minimum Payout
2 year Own Occupation
Survivor Income Benefit - NO
Pre-existing Condition Waiver - YES
COLA - NO

Education Supplement Program - N
Maternity Coverage
Rehabilitation Benefits
Freeze on Offsets - YES

Negotiated Life: \$10,000 \$10,000 AD&D
Vision: VSP-1 Plan year July to July
Delta Dental: 100/50/50
\$2,000 Class I, II, III Max. Cleanings: 2

PLAN B For teachers **not** electing MESSA health Insurance

Negotiated LTD: Same as Plan A
Negotiated Life: Same as Plan A
Vision: Same as Plan A
Delta Dental: Same as Plan A
Cash in lieu of Health Insurance: \$1800 per fiscal year prorated throughout the year

- D. Fringe benefits in this agreement shall be prorated for teachers having less than a six (6) period teaching assignment in grades 7 through 12, or less than a full seven (7) hour assignment in self-contained classrooms. This includes all other eligible teachers in non-teaching assignments who are assigned less than a full workload. This applies to teachers hired after June 30, 1988. Such proration shall be based on hours of work as in the following examples:

Employee A: High School Counselor with 4-hour assignment.

4/6ths workload
Insurance Premium is \$250/month
Board pays \$166.68/month
Employee pays \$83.32/month

Employee B: 3rd Grade Instructor with shared teaching assignment.

4/7ths workload
Insurance Premium is \$250/month
Board pays \$142.84/month
Employee pays \$107.16/month

- E. It is the responsibility of each teacher to apply for said insurance coverage. No teacher shall be eligible for insurance coverage until having worked one day and until expiration of the waiting period, if any, and until the effective date of the coverage determined by the carrier. The Board is not responsible for benefits available under said insurance coverage for any period when the employee is not covered by the carrier.
- F. Changes in family status shall be reported by the employee to the Business Office within thirty (30) days of such change. (Exceptions shall be made in cases of extenuating circumstances.) The teacher shall be responsible for any overpayment

of premiums made on his/her behalf by the Board during the current fiscal year for failure to comply with this paragraph. Nothing in this paragraph shall preclude the Board from notifying the teacher and making changes in coverage if the Board should become aware of changes.

- G. The Board’s maximum monthly premium contribution for full-time teachers election Plan A with Choices II is \$1300. Members pay 10% of the monthly insurance cost. In the event that the member contribution does not lower the monthly cost below the cap, the member will pay 100% of any amount above the cap. The 10% contribution will be paid on the composite rate for PAK-C members. PAK-A and PAK-B members will pay 10% based on their individual monthly rates.
- H. Any premiums in excess of the District’s contribution will be payroll deducted as a condition of this agreement pursuant to the authority set forth in MCLA 408.477. To the extent afforded under the Internal Revenue Code, any deductions will be made with pre-tax dollars.
- I. The Board agrees to pay July and August insurance co-pay for those individuals who announce their retirement plans by May 31.

ARTICLE 28. EARLY RETIREMENT

Any teacher with twenty (20) years or more of service to the Board shall receive an amount at retirement under the Michigan Public School Employee Retirement System as indicated on the following table:

Minimum 20 years of service to the district	Years under MPSERS	Amount to be paid
20	25	\$30,000
20	26	\$25,000
20	27	\$20,000
20	28	\$15,000
20	29	\$10,000

To qualify, a teacher must give notice by executing a voluntary release and waiver of claims form available through the superintendent’s office prior to April 1 of the year the individual plans to retire.

The payment under this section is understood by the parties to qualify as a non-elective employer contribution under the Internal Revenue Code in order to exempt the payment from FICA contributions. As such and for as long as it qualifies, all payments will be made exclusively to an IRS qualified 403B Plan of the teacher’s election that is available in the business office.

In the event the Internal Revenue Code limit for the tax year toward Section 403B Plans will be exceeded for a teacher by payment of the foregoing, that portion of the payment creating the excess will be delayed until the first month of the next tax year.

ARTICLE 29. HOURS

- A. Teachers shall be required to work a seven and one-half (7-1/2) hour day as scheduled by the Board . Preceding morning and afternoon classes and after dismissal of afternoon classes, teachers are to be at their assigned stations as designated by the principal. Such designation by the principal is not to exceed ten (10) minutes.
- B. All 7 - 12 grade teachers shall be provided with a thirty (30) minute, duty-free, uninterrupted lunch period and normally a daily preparation period between the start and termination of class time of at least forty- five (45) consecutive minutes.

Teachers who volunteer and are subsequently assigned by the Administration to work during their lunch period shall be given remuneration.

Under the block schedule arrangement, each teacher in grades 9-12 who is assigned preparation during one of the extended blocks will have that preparation period every other day rather than daily. Each teacher in grades 9-12 who has assigned preparation during the shorter period (approximately 55 minutes in length) will have the preparation period daily.

- C. All K - 6 teachers shall be provided with a thirty (30) minute duty-free, uninterrupted lunch period, one (1) twenty (20) minute relief period per day, and a minimum of one hundred eighty (180) minutes per five (5) day week for preparation time between the start and termination of class time.

In the event a teacher at Rose City has a full-time position with a schedule split between the elementary (K-6) and the secondary grade levels and that schedule does not afford for a full allocation of preparation time and the relief period, the teacher will be compensated for the lost time at the teacher's hourly rate of pay.

In the event that the high school schedule is shortened to a five (5) hour day, this one hundred eighty (180) minutes may be provided outside of scheduled class time. During this period no student supervision shall be required (assigned).

Teachers may elect to select the period directly before or after scheduled class time.

- D. 1. Preparation periods for all classroom teachers will be for the purpose of preparing lessons, checking student work, meeting with students, meeting with or calling parents, meeting with administration, preparing reports, or developing curricula.

1. An effort will continue to be made to minimize the number of Individualized Educational Planning Committee meetings scheduled during a teacher's preparation period.
- E. If requested, the Board will furnish the following protective clothing for each teacher:
- Art - one (1) smock or apron per year
 - Home Economics - One (1) apron per year
 - Science - one (1) long lab coat per year
 - Wood Shop - one (1) long lab coat per year
 - Machine Shop/Welding - one (1) coverall per year

Prescription safety glasses will be provided for the Machine/Welding Shop Instructor and the Wood Shop Instructors. One (1) pair will be provided for each instructor per year.

- F. Traveling teachers shall have included in their workday adequate time to travel between building assignments. There shall be a minimum block of twenty (20) minutes provided, aside from preparation time, to proceed to building-to-building assignments.

ARTICLE 30. SALARY

- A. The Board has the discretion of granting credit to new teachers for experience outside the district, but under no circumstances shall the Board grant credit for years of service for salary purposes exceeding the new teacher's actual experience.
- B. No distinction shall be made as to the following:
1. Degree status of the teacher when earning outside experience.
 2. Type of school or location of school in which experience was gained, i.e., credit would be given for experience in private schools and/or schools outside Michigan.
 3. One-half (1/2) year or less shall count as a half (1/2) year. From one-half (1/2) year up to a full year shall count as a full year.
- C. Teachers who have left the system through resignation shall, if rehired, be hired back on the same basis as a new teacher.
- D. Fully vocational certified teachers with at least a B.A. degree who are teaching in their field of vocational certification shall be placed one salary column to the right of their degree status.

Teachers will be paid on the basis of the ratio between total assigned classes and vocational classes as described above.

- E. Changes in teacher contracts which result in column advancements on the salary schedule will be reviewed by the Superintendent. It shall be the responsibility of the

teacher to notify the Superintendent of any change in classification and to provide official evidence from the college or university of requirements completed. Transcripts do not constitute notification since these are not evaluated until requested by the teacher for change of salary status.

If the course work for column advancement is completed before the start of a semester and the college credentials and final transcripts have been received prior to the start of the semester, the change in salary status will be effective the first day of the next semester as designated on the calendar. If the course work is complete and the college credentials and final transcripts have not been received prior to the start of the semester, the change in salary status will be implemented retroactively to the start of the semester once these items have been received. Pay increases shall not go further back than twelve months.

- F. Teachers who are required to travel during the course of their work, or who travel on approved Board leave or assignment, shall be compensated for mileage at the established Board rate for the current year.
- G. Teachers holding the MSW degree shall be placed on the MA+30 schedule.
- H. Beginning with the 1995-96 school year, three (3) SB/CEU's, State Board/Continuing Education Units, shall equal one (1) semester hour of credit.
- I. Special education and social worker staff that are assigned to complete medicare documentation will be paid a 1% salary stipend. This stipend will stay in effect as long as the administration deems the added documentation necessary. The need will be reassessed annually.
- J. If a full-time teacher of High school or Middle school accepts an additional class section in lieu of their assigned preparation period, the teacher will be paid 1/7 of the teacher's Article 30 salary schedule step.

WB-RC SALARY SCHEDULE

2011-2012 Step increases will not be paid for the contract year.
\$1500 increase per step.

YEAR	BA	BA+15	BA+30	BA+45 or MA	MA+15	MA+30
1	34,957	35,795	36,629	37,454	38,288	39,119
2	36,915	37,732	38,614	39,530	40,404	41,308
3	38,878	39,675	40,604	41,598	42,514	43,445
4	40,832	41,614	42,591	43,666	44,624	45,603
5	42,787	43,548	44,582	45,742	46,742	47,772
6	44,739	45,496	46,575	47,811	48,859	49,933
7	46,697	47,434	48,557	49,880	50,969	52,087
8	48,662	49,376	50,554	51,953	53,080	54,255
9	50,616	51,319	52,537	54,022	55,194	56,418
10		53,259	54,527	56,096	57,304	58,581
11		56,206	57,552	59,229	60,510	61,858
15		58,186	59,580	61,341	62,674	64,066
20			61,612	63,459	65,289	66,271
25				65,571	66,982	68,476

ARTICLE 31. PAY FOR SUPPLEMENTARY SERVICES

- A. Interscholastic sports will be paid positions and shall be defined as sports that follow State competitively between teams of other school districts.
- B. Intramural sports may be unpaid positions, but competitive only within the limits of the community, the school district, or the student body. Play days between school districts are acceptable.
- C. Should any teacher be employed beyond the number of teacher days included in Appendix A in a given school year, the teacher shall receive the teacher's daily rate for each additional day worked. Partial days worked shall be prorated.
- D. All activities are calculated by multiplying the percent time the dollar amount at the number of years on the B.A.+ 15 salary schedule an individual has supervised or coached in that position, unless there is a dollar amount specified.
- E. Each teacher who serves on Curriculum Council shall be compensated at the teacher's hourly rate for each hour devoted to Curriculum Council related endeavors that occur outside of the teacher's contractual hours. (For example, a high school teacher who serves on Curriculum Council would receive pay for each hour in attendance at a Curriculum Council meeting beyond his/her normal end of the workday, or anything beyond 3:00 p.m. Partial hours will be prorated and 60 minutes equals one hour.) In addition, the teacher will be paid on an hourly basis for time devoted to curriculum development in that year designated for that curriculum area.

Supplementary Service Pay Schedule

Athletic Trainer – per season	6%
Band Director – High School	8%
Band Camp – High School Director	\$1500
Band Director – Middle School	3%
Baseball – Head Varsity	8%
Baseball – Junior Varsity	6%
Baseball – Freshman	6%
Basketball – Head Varsity (Boys or Girls)	10%
Basketball – Junior Varsity (Boys or Girls)	7%
Basketball – Freshman (Boys or Girls)	7%
Basketball – Middle School (Boys or Girls)	7%
Bowling	8%
Business Professionals Association (BPA)	5%
Cheerleading – High School Fall Varsity	4%
Cheerleading – High School Fall J. Varsity	3%
Cheerleading – High School Fall Freshman	2%
Cheerleading – High School Winter Varsity	4%

Cheerleading – High School Winter J. Varsity	3%
Cheerleading – High School Winter Freshman	2%
Cheerleading – Middle School	2%
Choir – High School	3%
Choir – Middle School	2%
Class Advisor – Freshman	4%
Class Advisor – Sophomore	4%
Class Advisor – Junior	4%
Class Advisor – Senior *A class advisor who stays with a class for the four years (9 th , 10 th , 11 th , 12 th) will be paid 5% as a senior class advisor	4%
Cross Country (Boys or Girls)	8%
Debate	5%
Drama/Musical Director	3%
FFA	5%
FHA	5%
Football Head Varsity	10%
Football Head Junior Varsity	7%
Football Head Freshman	7%
Football Assistants (includes Varsity, Junior Varsity & Freshman)	7%
Forensics	2.5%
Golf	8%
HOSA	5%
Knowledge Bowl	2%
Machine Shop Equipment Maintenance	10%
NHS	4%
Plays – High School – Director	6%
Plays – High School – Assistant Director	3%
Soccer - Varsity (Boys or Girls)	8%
Soccer – Junior Varsity (Boys or Girls)	6%
Softball – Varsity	8%
Softball – Junior Varsity	6%
Softball – Freshman	6%
Student Council – High School (2 positions)	4%
Student Council – Middle School (or NJHS)	2%
Swimming – Head (Boys or Girls)	8%
Swimming – Assistant (Boys or Girls)	6%
Track – Head (Boys or Girls)	8%
Track – Assistant (Boys or Girls)	6%
Track – Middle School (Boys or Girls)*	3%
Track – Middle School Assistant (Boys or	2%

Girls)**	
Varsity Club	2%
Volleyball – Varsity	8%
Volleyball – Junior Varsity	6%
Volleyball – Freshman	6%
Wrestling – Head	8%
Wrestling – Assistant	6%
Yearbook Advisor – High School	6%
Driver Education 2004-2005	\$17.77 per hour
Driver Education 2005-2006	\$18.08 per hour

*Based upon a five-week program

**The assistant coach will be hired if there are more than 25 members on the team at the end of the second week of practice.

ARTICLE 32. PAY RATES AND PROCEDURES FOR TEACHERS SUBSTITUTING FOR OTHER TEACHERS

- A. A teacher who substitutes on his or her conference (preparation) period or lunch period for another teacher will be compensated at the teacher's regular hourly rate, (teaching salary divided by the number of teacher days divided by 7 [hours]). Pay for fractions of an hour will be prorated.
- B. It is expressly understood that teachers substitute for other teachers during their conference (preparation) period or lunch period on a voluntary basis.
- C. A teacher who substitutes for another teacher while someone else covers the original teacher's class, (Teacher A substitutes for Teacher B while Teacher C covers Teacher A's class or classes), will receive pay based upon the current substitute rate, prorated according to the time involved.
- D. A teacher who covers their own class plus another teacher's class at the same time will be compensated at one-half of the teacher's hourly rate (determined as in Section A. above.)
- E. Support teachers (special education and Title 1) who substitute for a regular education teacher will receive pay based upon the current substitute teacher rate, prorated according to the time involved.
- F. When the support teacher is removed from the teacher's regular support assignment with a regular education teacher, the regular education teacher will receive additional pay based upon the current substitute teacher rate, prorated according to the number of classes involved.

- G. The building principal must approve the teachers substituting in the above situations prior to the substituting occurring. In addition, the principal will attempt to provide coverage for a class (or classes) when a substitute is not available by first requesting individual teachers to cover during their preparations periods. Support teachers will be used as a last resort for substituting purposes.

- H. A teacher in grades 9-12 who substitutes for a block class of approximately 95 minutes in length will earn 2 hours of pay, and a teacher in grades 9-12 who substitutes for a block class of approximately 55 minutes in length will earn 1 hour of pay.

ARTICLE 33. MERIT PAY

Teachers earning merit pay for the 2011-2012 school year will receive \$100.00 payable the second pay in June 2012.

ARTICLE 34. DURATION OF AGREEMENT

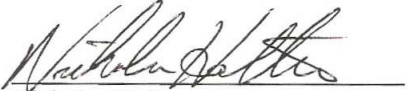
This Agreement shall be effective July 1, 2011, and shall remain in full force and effective without change, addition or amendment from this date to June 30, 2012.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of this 12th day of September, 2011.

**WEST BRANCH-ROSE CITY
AREA SCHOOL DISTRICT:**

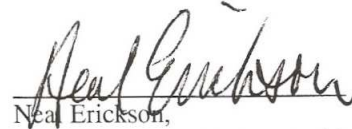


Richard R. Bachelder,
WBRC School Board President

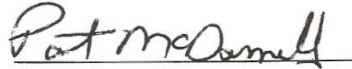


Nicholas Holton
WBRC School Board Vice President

**WEST BRANCH-ROSE CITY
EDUCATION ASSOCIATION:**



Neal Erickson,
WBRC-EA Association President



Pat McDonnell
WBRC-EA Chief Spokesperson

WBRC School Board Team:

David L. Marston, Superintendent (until 6-30-11)
Daniel J. Cwayna, Superintendent (after 7-01-11)
Richard R. Bachelder, Board President
Richard Nelson, Trustee
Chavon Nihls, Director of Finance

WBRC-EA Team:

Pat McDonnell, Chief Spokesperson
Randy Surline, President
Neal Erickson, President-Elect
Amy Quigley
Sally Crawford
Rhonda Kruch

APPENDIX A – CALENDAR

2011-2012 ~ School Calendar West Branch-Rose City Area Schools

	AUGUST					SEPTEMBER					OCTOBER						
(Teacher Days) <u>3</u>	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F		
(Student Days) <u>0</u>	1	2	3	4	5	20	5	6	7	8	9	21	3	4	5	6	7
	8	9	10	11	12	19	12	13	14	15	16	21	10	11	12	13	14
	15	16	17	18	19	19	19	20	21	22	23	21	17	18	19	20	21
	22	23	24	25	26	26	27	28	29	30		24	25	26	27	28**	
	29	30	31									31					

	NOVEMBER					DECEMBER					JANUARY						
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F		
		1	2	3	4				1	2		2	3	4	5	6	
19	7	8	9	10	11	16	5	6	7	8	9	21	9	10	11	12	13
19	14	15	16	17	18	16	12	13	14	15	16	20	16	17	18	19	20*
	21	22	23	24	25		19	20	21	22	23		23	24	25	26	27
	28	29	30				26	27	28	29	30		30	31			

	FEBRUARY					MARCH					APRIL						
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F		
			1	2	3				1	2		2	3	4	5	6	
21	6	7	8	9	10**	21	5	6	7	8	9	15	9	10	11	12	13
21	13	14	15	16	17	21	12	13	14	15	16	15	16	17	18	19	20
	20	21	22	23	24		19	20	21	22	23		23	24	25	26	27
	27	28	29				26	27	28	29	30		30				

	MAY					JUNE					Holidays		
	M	T	W	T	F	M	T	W	T	F	Labor Day	September 5	
		1	2	3	4				1		Thanksgiving	November 24	
22	7	8	9	10	11	7	4	5	6	7	8	Christmas Day	December 25
22	14	15	16	17	18	6	11	12	13	14	15	New Year's Day	January 1
	21	22	23	24	25		18	19	20	21	22	Good Friday	April 6
	28	29	30	31		25	26	27	28	29	Memorial Day	May 28	

180 Student Days 9-12
(178 K-8 Student Days)

186 Teacher Days 9-12
(184 K-8 Teacher Days)

○ Vacation Period, Holiday,
or other non-working day

□ Staff Development;
non student day

△ Teacher work day;
non student day

** K-8 only, non-student day;
non-teacher work day

First Student Day Tuesday, September 6

Last Student Day Friday, June 8

*End of First Semester - Friday, January 20

First Teacher Day Monday, August 29

Last Teacher Day Monday, June 11

Board Ratified: September 13, 2011

Three (3) of the first four (4) days for teachers will be devoted to professional development. The specific days will be determined by the building principal.

In addition to the foregoing, the 2011-12 calendar contains thirteen (13) hours of after school professional development. The thirteen (13) hours may be scheduled in blocks of time of up to three (3) hours in duration, with consultation with the teaching staff.

This time is mandatory for all teachers and it is expected that all teachers will avoid scheduling any personal activities that conflict with this professional obligation.

The building principal will set the schedule and content for these professional development hours following consultation with the teaching staff, subject to the following:

1. Unless approved by the superintendent, the time may not be scheduled on day(s) when teachers have an obligation to attend scheduled athletic games, plays, concerts or other events associated with their assignments under Article 31 (pay for supplementary services). If approved to be scheduled on these days by the superintendent, coaches and those holding positions covered by Article 31 who do have a scheduled game, play, concert or similar activity or who are taking a college class to maintain their teaching certificate, will be excused with no charge being made to the teacher's daily leave under Article 8 or a loss of pay.
2. Those teachers in assignments under Article 31 will not be excused for practices, rehearsals or similar activities.

A teacher absent under Article 8 who misses the professional development hours after school, will be charged daily leave for the time they are absent if the teacher has accumulated time available or will have pay deducted if the teacher has no accumulated time available. This charge or deduction will not apply to those teachers referenced under Section 1 above who are absent due to a scheduled athletic game, play, concert or similar activity or to those teachers who are taking a college class to maintain their teaching certificate. The principal may schedule a make-up session for coaches and those teachers taking classes.

INFORMATIONAL ITEMS-INFORMATIONAL ONLY: NOT BARGAINED

The following items are included for informational purposes only.

These items are not subject to bargaining.

Seniority List
 Teacher Evaluation Form
 Annual Teacher Data-Driven Goal Form
 Teacher Evaluation Summary Form
 Professional Development Plan
 Grievance Form

SENIORITY LIST

WEST BRANCH-ROSE CITY AREA SCHOOLS

December, 2011

CERTIFIED STAFF SENIORITY LIST - By Hire Date

	Name	Date of Hire	Leave Dates
1	Rutyna, Dennis	06/04/71	
2	Surline, Nancy	08/16/72	
3	Surline, Randy	08/16/72	
4	Bunch, Thomas	08/01/74	
5	Eagan, Katherine	08/01/77	
6	Ward, Patricia	09/01/77	
7	Brunner, Lorri	08/07/78	
8	Lee, Sandra	01/17/83	
9	Brindley, Lori	09/14/84	
10	Crawford, Sally	07/16/85	
11	Kruch, Rhonda	08/29/85	
12	Katterman, Barbara	08/18/85	*(CCL 11-1-94 to 1-15-95)
13	Frank, Karlene	06/19/85	*(GL 1987-88)
14	Clelland, Isaac	09/05/86	
15	Krzyninski, Mary Ann	08/11/87	
16	Rohr, Jean	01/26/87	*(GL 1992-93)
17	Frank, Richard	01/20/88	
18	McClintic, Betty	06/27/88	
19	Dame, Frank	07/18/88	
20	Foster, William	07/20/88	
21	Nothdruff, Mark	07/21/88	
22	Novak, Kristine	07/22/88	
23	Clark, Tami	08/05/88	
24	Neumann, Glenda	09/01/88	

25	Gillette, Diane	01/23/89	
26	Wiegerink, Patricia	02/21/89	*(CCL 4-8-96 to 6-4-96)
27	Butcher, Michelle	01/25/88	*(CCL 8-23-93 to 6-1-94) (CCL 4-9-96 to 5-29-96) (CCL 8-19-96 to 1-13-97)
28	Retherford, Jill	09/01/89	*(CCL 3-5-97 to 5-12-97)
29	Garnett, Judi	10/18/89	
30	Carroll, John	12/21/89	
31	Hughey, Gail	01/08/90	
32	Bergevin, James	07/05/90	
33	Scheel, Kathleen	07/05/90	
34	Mier-Beehler, Annette	07/05/90	
35	Matthews, Pamela	07/17/90	
36	Kaczmarek, Colleen	08/27/90	
37	Butler, Patricia	10/15/90	
38	Farmer, Linda	07/15/87	*(CCL 3-3-92 to 8-24-98)
39	Orlando, Stefan	06/18/91	
40	Money, Julie	06/18/91	
41	Beamish, Deborah	06/18/91	
42	McDonnell, Pat	06/27/91	
43	Walby, David	08/21/91	
44	Griffin, Brenda	07/16/91	*(CCL 1-23-97 to 4-07-97) (CCL 8-24-01 to 11-21-01; 30 NP)
45	Manning, Carla	07/09/92	
46	Lebzelter, Tamara	07/02/91	*(CCL 9-06-96 to 2-10-97)(GL 8-29-11 to 6-11-12, 184 NP)
47	Powley, Christopher	07/20/93	
48	Kennedy, Jennifer	08/23/93	
49	Rogers, Stacia	08/22/94	
50	Bunnell, Cara	08/23/93	*(LTD 12-21-97 to 6-04-98) (LTD 8-27-04 to 6-13-05)
51	Rousselo, Randall	06/19/95	(3-29-11 .89 NP)(4-25-11 .93 NP)(5-3-11 1.0 NP)(5-13, 23-11 2.0 NP)(6-8-11 1.0 NP)
52	Campbell, Sally	08/21/95	
53	Scott, Jon	02/05/96	
54	Hansen, Tim	07/15/96	
55	Woznicki-Likavec, Marie	08/19/96	
56	Rose, Laurie	08/19/96	
57	Erickson, Neal	09/09/96	
58	Garma, Richard	01/06/97	
59	Gawne (Swanson), Tammy	01/15/97	*(5-15-06 to 6-28-06 NP)
60	Reasner, Dayna	06/16/97	
61	Gildner, Stacy	06/24/97	
62	Smiley, Sheila	07/07/97	

63	Shields, Lanae	8/21/1997 Final position determined upon return to work in 2013	*(ML 11-5-07 to 06-10-08; 99 NP) (8-26-08 to 10-15-08; 38 NP) (5-6-11 to 6-16-11 26.86 NP) (2 year ML April 2011 - ?; XX NP)
64	Tucker, Cecilia	06/15/98	
65	Peake, Jennifer	08/24/98	
66	Curtis, Cindy	08/26/98	
67	Erickson [was McNamara], Toni	06/29/98	*(GL 8-19-02 to 1-21-03 & CCL 11-1-06 to 12-22-06; 35 NP)
68	Wilson, Denise	05/17/99	
69	Winters, Tammy	06/21/99	
70	Peace, Jeremiah	08/09/99	*(5-03-06 to 6-8-06; 10 NP)
71	Templin, Pamela	01/03/00	
72	Klein, Brian	05/15/00	*(GL 8-23-04 to 9-20-04)
73	Colclasure, Chris	08/21/00	
74	Sidebottom, Gary	08/21/00	
75	Eagan, Amy Huber (Myers)	08/03/00	*(GL 1/6 thru 1/15/09; 3.75 NP) (1-29-09; .14 NP) (2-11-09; .29 NP) (2-19 & 2-20-09; 2 NP) (3-17 & 3-18-09; .86 NP) (4-16-09; .57 NP) (5-4-09; 1 NP) (5-7, 5-13, 5-15 & 5-18-09; 1.75 NP) (1-8 & 1-13-2010; .5 NP) (1-25-10; 1 NP) (2-24-10; .67 NP) (3-25- & 4-1-10; 2 NP) (4-19-10; 1 NP) (5-10-10; 1 NP) (5-18,19-10; 1.5 NP) (5-27; 1 NP) (6/3/10 .18 NP) (2-23-11 .96 NP) (2-24-11 .43 NP) (3-10-11 .71 NP) (3-31-11 .82 NP) (3-14-11 .21 NP) (4-27-11 1.0 NP) (5-4-11 .04 NP) (5-11-11 .54 NP) (5-25-11 1.0 NP) (6-3-11 1.0 NP)
76	Clayton, Anne	06/19/00	*(CCL 3-4-04 to 6-04-04; 56 NP & CCL 12-16-05 to 1-30-06; 30 NP & 5/17/10 .5 NP) (6/4/10 .14 NP) (5/2/11 .07 NP) (5-16-11 1.0 NP) (6-6-11 .29 NP)
77	Ahearne, Tammy	06/19/00	*(CCL 8-19-02 to 1-20-03; 70 NP) (CCL 8-23-04 to 10-11-04; 12.85 NP) (5/25/10, .18 NP) (6/4/10, .36 NP) (5-19-11, 1.0 NP)
78	Pratley, Kristen	08/24/00	*(CCL 9-25-01 to 1-2-02; 45 NP) CCL 8-18-03 to 10-6-03; 20 NP) CCL 3-15-05 to 5-2-05; 19 NP)
79	Breining, Brandy	01/15/01	
80	Quigley, Amy	01/15/01	
81	McCaughey, Marilyn	01/15/01	
82	Peace, Kristina	01/15/01	*(CCL 3-16-04 to 06-04-04; 17.64 NP)
83	Boyce, Brian	06/19/00	*(GL 8-23-04 to 6-13-05)
84	Mier, Susanna	05/21/01	

85	Cathcart, Benita	06/18/01	
86	Smith, Susan	06/18/01	
87	Wren, Charles	08/20/01	
88	Schlicht, Kristyn	08/20/01	
89	Splan, Kathy	08/20/01	
90	Ahearne, Daniel	09/10/01	
91	Hofer, Louise	06/18/01	*(GL 9-2-08 to 1-23-09; 95 NP)
92	Aksamitowski, Kyle	08/19/02	
93	Secord, Jaimie	08/19/02	
94	Rau [was Moore], Carol	08/18/03	
95	Winter, Jennifer	08/18/03	*(CCL 5-28-07 to 6-01-07; 5 NP)
96	Neubecker, Christi	08/18/03	*(CCL 5-24-05 to 6-10-05; 6.62 NP) (ML 1-9-07 to 1-12-07; 3.12 NP) (ML 3-1-07; 1.0 NP)
97	Ziegler, Trisha	08/18/03	*(CCL 4-24-06 to 6-8-06; 15 NP) *(CCL 3-6-09 to 4-27-09; 15 NP)
98	Neubecker, Kristy	08/18/03	*(CCL 3-23-04 to 5-19-04; 30 NP) (CCL 2-22-06 to 4-5-06; 30 NP)
99	Pratley, Andrew	08/01/04	
100	Glover, Marilyn	08/23/04	
101	Glomski, Erin	09/21/04	
102	Marchel, Patsy	07/01/05	
103	Shepardson, Susan	08/22/05	
104	VanWormer, Sandra	08/22/05	(ML 5-27-11 to 6-10-11, 11 NP)
105	Noble, Kimberly	08/29/06	
106	Bragg, Nichole	07/16/07	
107	Tuttle, Wendy	08/27/07	
108	Durst, Carolyn	08/28/07	
109	Butler, Raymond	09/06/07	
110	Yenna, Kristi	01/21/08	*(CCL 2/25/08 to 4/4/2008; 18 NP)
111	Davidson, Jillian	07/21/08	
112	Short, Shawna	11/24/08	
113	Tennant, Michelle	12/15/08	
114	Goulette, Dominic	08/31/09	
115	Hayes, Karen	10/26/09	
116	Watson, Katy	10/29/09	(CCL 3-10-10 to 3-30-10; 15 NP)
117	Brindley, Theresa	11/23/09	
118	Civinskas, Erick ¹	08/30/10	
119	McLaughlin, Kimberly ¹	08/30/10	

120	Hodges, Denise ¹	08/30/10	
121	Gruebner, Jessica ¹	08/30/10	
122	Sobieray, Sara ¹	08/30/10	
123	Bragg, Carl ¹	08/30/10	
124	Griffin, Sara ¹	08/30/10	
125	Kemme, Aileen ¹	08/30/10	
126	Lawrence, DeAnne ¹	08/30/10	
127	Ford, Steven ¹	08/30/10	
128	Farro-Holshoe, Carly ¹	08/30/10	(CCL: 1-10-11 to 4-29-11, 64 NP)(CCL: 1-10-11 to 4-29-11 64 NP)
129	Lyons, Duane	07/01/11	
130	Ford, Ashley	08/01/11	
131	Wangler, Kristen ²	08/29/11	
132	Sisco, Kyle ²	08/29/11	
133	Lucas, Joshua	09/14/11	
134	Hines, Suzanne	09/20/11	
135	McGregor, Michael	11/28/11	
136	Geiermann, Margaret	12/05/11	

TEACHER OBSERVATION EVALUATION FORM

West Branch-Rose City Area Schools Teacher Observation Evaluation

Date:
Teacher:
Subject/grade:
Observations:

1. Highly Effective	2. Effective	3. Minimally Effective	4. Ineffective	5. Not Observed
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I. Instructional Performance and Teaching Characteristics

	1	2	3	4	5
A. Offers introduction to lesson					
B. Creates an awareness of goals and objectives which are clear, student oriented, and set at the appropriate level of difficulty					
C. Checks for student understanding					
D. Supervises and allows time for classroom and/or home practice					
E. Uses effective motivation techniques					
F. Demonstrates creativity					
G. Keeps on task					
H. Exhibits enthusiasm for subject matter and student learning					
I. Demonstrates careful and consistent planning					
J. Provides opportunity for higher level thinking skills					
K. Provides conditions that stimulate and motivate students					

General Observations and/or Guidelines for Improvement:

II. Classroom Organization and Management

	1	2	3	4	5
A. Establishes clear and reasonable rules					
B. Applies classroom expectations consistently and fairly					
C. Maintains discipline					
D. Manages classroom effectively					
E. Maintains classroom appearances that is conducive to learning					
F. Disciplines by a variety of techniques and methods for modification of unacceptable behavior					
G. Performs record keeping and organizational skills					
H. Utilizes instructional materials effectively					

General Observations and/or Guidelines for Improvement:

III. Human Relations

- A. Relates effectively with associates**
- B. Complies with rules and regulations**
- C. Gains confidence and respect of students**
- D. Communicates effectively with parents about student progress**
- E. Maintains and promotes the building's goals and objectives**
- F. Maintains and promotes the school district's goals and objectives**

	1	2	3	4	5

General Observations and/or Guidelines for Improvement:

IV. Professional Behavior

- A. Maintains neat and personal appearance**
- B. Uses good judgment and tact**
- C. Is punctual**
- D. Is reliable**
- E. Attends work regularly**
- F. Demonstrates flexibility**

	1	2	3	4	5

General Observations and/or Guidelines for Improvement:

Summary Comments and Recommendations:

Overall Evaluator's Observations about Employee (check only one):

- Highly Effective**
- Effective**
- Minimally Effective**
- Ineffective**
- Not Observed**

I have read and received a copy of this report. (Signing does not imply agreement with or acceptance of the administrator's evaluation.) The teacher may attach comments to this evaluation if so desired.

Teacher _____

Date: _____

Administrator _____

Date _____

Copied: Personnel File
Teacher
Administrator

P:\A-SO\Evaluations\Teacher Evaluations\Teacher Observation Evaluation I-IV, 1-5_8-24-11.doc

ANNUAL TEACHER DATA-DRIVEN GOAL FORM

**WEST-BRANCH-ROSE CITY AREA SCHOOLS
ANNUAL TEACHER DATA-DRIVEN GOAL FORM**

Teacher: _____ **Today's Date:** *(Done in Sept.)* _____

School Year: _____ **Building:** _____

Teaching Assignment: _____



Focus Area: _____

Goal Statement: _____

Describe Here the Baseline Data You Have Gathered: _____

Strategies for Improvement: _____

Submitted by: _____ **Date:** _____
(Teacher Signature)

Goal Approved: _____ **Date:** _____
(Administrator's Signature)

RESULTS

- **Interim Data/Results:**

Date of Meeting: _____

Teacher's Signature: _____

Administrator's Signature: _____



- **End-of-Year Data/Results:**

___ **Check here if goal was met.**

Date of Meeting: _____

Teacher's Signature: _____

Administrator's Signature: _____

Copied: Personnel File, Teacher, Administrator

TEACHER EVALUATION SUMMARY FORM

TEACHER EVALUATION/MERIT PAY SUMMARY PAGE

Teacher: _____ **Today's Date:** _____ *(Done by 5/15)*

School Year: _____ **Building:** _____

Teaching Assignment: _____

- _____ **Check here if data-driven goal was met. Attach two-page Annual Data Driven Goal Form to this summary page.**
- **Overall Evaluator's Observations About Employee (taken from overall rating on Teacher Observation Evaluation Form. Attach Observation Form to this summary page.**

_____ **Highly Effective**

_____ **Effective**

_____ **Minimally Effective****

_____ **Ineffective****

****If minimally effective or ineffective is checked, a Professional Development Plan must be attached.****

I have received and read a copy of this report. Signing does not imply agreement with or acceptance of the administrator's evaluation. The teacher may attach comments to the evaluation, if so desired.

Teacher Signature: _____

Date: _____

Administrator's Signature: _____

Date: _____

Copied: Personnel File, Teacher, Administrator

PROFESSIONAL DEVELOPMENT FORM

PROFESSIONAL DEVELOPMENT PLAN

Teacher _____

Date _____

Probationary _____ Tenure _____

Goal 1:

Purpose of Goal:

Teacher Plan:

Administrative Support:

Goal 2:

Purpose of Goal:

Teacher Plan:

Administrative Support:

Goal 3:

Purpose of Goal:

Teacher Plan:

Administrative Support:

Developed by: 1 _____ 2 _____ 3 _____

GRIEVANCE PROCEDURE FORM

GRIEVANCE FORM
Grievance Form
WBRCEA/WBRC School District

Grievance Number: _____

Teacher: _____ Building: _____

Position/Job: _____ Date Filed: _____

Immediate Supervisor: _____

1. The teacher who feels there is a grievance should *first* take the matter up verbally with the Principal who will attempt to resolve it with the teacher.

Date: _____

Signature Grievant: _____

Signature WBRCEA Advocate: _____

Signature Principal: _____

2. If this fails to resolve the grievance, the teacher shall within *twenty (20) working days* following the act or condition which is the basis for his grievance reduce the grievance to writing, specifying the section of the Agreement the teacher alleges is violated, the events that caused the alleged violation, and the remedy he/she seeks.

Grievance:

Date incident occurred: _____

Specific Article(s) and section(s) that the act or condition being grieved is alleged to have been violated : _____

Statement of grievance: _____

Remedy requested: _____

Date: _____

Signature Grievant: _____

Signature WBRCEA Advocate: _____

3. *Within five (5) working days* of receipt of the grievance, the Principal shall attempt to arrange a conference with the view of satisfactorily resolving the grievance. At the time of conference, the Teacher may appear personally or the Teacher may be represented by an Association Representative or both. Such conferences shall be scheduled at a time when there is no disruption of normal school routine and duties of the Teacher(s).

Date: _____

Signature Grievant: _____

Signature WBRCEA Advocate: _____

Signature Principal: _____

4. *Within five (5) working days* of such conference, or longer if mutually agreed to, the Principal shall answer such grievance in writing.

Date Principal answered grievance in writing: _____

5. If the grievance is not appealed from the written answer within *five (5) working days*, the Principal's decision will be final.

6. If the Association does not accept the Principal's answer, the grievance may be appealed to the Superintendent by sending such notice within *five (5) working days* from the date of the Principal's decision to the Superintendent.

Date notice of appeal sent to Superintendent: _____

7. *Within ten (10) working days* of receipt of the appeal, the Superintendent or designated representative will arrange for a conference to satisfactorily resolve the grievance. Such a conference shall be scheduled at a time when there is no disruption of normal school routines and duties of the Teacher(s).

Date: _____

Signature Grievant: _____

Signature WBRCEA Advocate: _____

Signature Superintendent or representative: _____

8. Within *five (5) working days*, or longer if mutually agreed to, the Superintendent or designated representative shall answer such grievance in writing.

Date written answer given: _____

9. If the grievance is not settled at the preceding step, it may be submitted to binding arbitration. *Within ten (10) working days* of the receipt of the Superintendent's answer, the party choosing to arbitrate must give written notice to the other party, setting forth specifically the nature of the dispute to be arbitrated. Following this written notice, the parties will meet within ten (10) days to select an arbitrator according to the procedures outlined in the Master Agreement:

Date written notice given: _____

LETTERS OF AGREEMENT 2011-2012

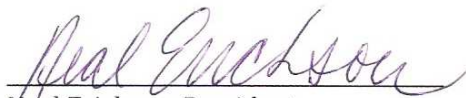
HIGHLIGHTED CONTRACT LANGUAGE

**LETTER OF AGREEMENT BETWEEN THE
WEST BRANCH-ROSE CITY EDUCATION ASSOCIATION
AND THE
WEST BRANCH-ROSE CITY BOARD OF EDUCATION**

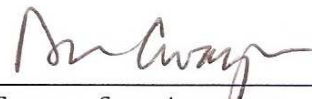
DECEMBER 5, 2011

This letter of agreement between the West Branch-Rose City Education Association and the West Branch-Rose City Board of Education pertains to the items that are highlighted in the 2011-12 contract. It is agreed that the highlighted wording in the contract is unenforceable based on new legislation contained in the Public Employee Relations Act.

It is agreed that this language will remain in the contract for the 2011-12 school year.



Neal Erickson, President
West Branch –Rose City Education Association



Dan Cwayna, Superintendent
West Branch – Rose City Area Schools


EMERGENCY FINANCIAL MANAGER

**LETTER OF AGREEMENT BETWEEN THE
WEST BRANCH-ROSE CITY EDUCATION ASSOCIATION
AND THE
WEST BRANCH-ROSE CITY BOARD OF EDUCATION**


DECEMBER 5, 2011

"An Emergency Financial Manager appointed under the Local Government and School District Fiscal Accountability Act shall have the authority to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.

Any action taken by the Association challenging the action of an Emergency Financial Manager shall not be subject to the grievance procedure but may be pursued in a court of competent jurisdiction. In conjunction with the inclusion of the language in this section, it is understood the Association does not waive any rights to file a lawsuit directed at any action initiated by an Emergency Financial Manager."



Neal Erickson, President
West Branch - Rose City Education Association



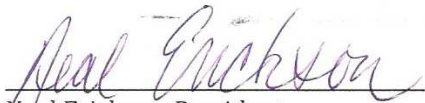
Dan Cwayna, Superintendent
West Branch - Rose City Area Schools

SKILLS USA ADVISOR

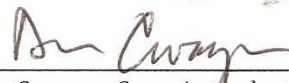
**LETTER OF AGREEMENT BETWEEN THE
WEST BRANCH-ROSE CITY EDUCATION ASSOCIATION
AND THE
WEST BRANCH-ROSE CITY BOARD OF EDUCATION**

DECEMBER 5, 2011

This letter of agreement between the West-Branch-Rose City Education Association and the West-Branch-Rose City Board of Education allows for the addition of a SkillsUSA advisor position under Supplementary Services. The pay for the position will be 5% of the BA+15 salary schedule with the step determined by the number of years the individual has been in the position.



Neal Erickson, President
West Branch - Rose City Education Association



Dan Cwayna, Superintendent
West Branch - Rose City Area Schools