

MASTER AGREEMENT

between

WEST BRANCH – ROSE CITY
AREA SCHOOL DISTRICT

and

WEST BRANCH – ROSE CITY
EDUCATION ASSOCIATION

2018-2020

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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 teaching personnel, including teachers, counselors, school social workers, school speech pathologists, school occupational therapists, early-on coordinators employed by the West Branch-Rose City Area Schools including fully certificated and permit teachers but excluding supervisory and executive employees, substitute teachers, office, clerical, and all other 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 audiovisual 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. b. Current monthly financial report. c. 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. 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 two half-day release times at the end of the first and second marking periods for card marking and record keeping.
- M. Principals of each building and EA representatives shall mutually agree to establish an appropriate and reasonable professional dress code for staff.

ARTICLE 5. TRANSFERS AND ASSIGNMENTS

A. Transfers

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

B. Assignments

- 1. An assignment is defined as a change within a building.
- 2. 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 their tentative assignments occur, teachers affected shall be notified as soon as possible.
- 3. 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.
- 4. 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 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.

C. Procedure

- 1. Vacancies shall be emailed electronically by the school network and posted on the school website for (10) calendar days.
- 2. After August 1, the Administration may fill any opening regardless of the ten (10) calendar days waiting period.

- D. Vacancies and Transfers for Bargaining Unit Members Recognized in Article 1 Whose Employment is not Regulated by the Teacher Tenure Act
1. A vacancy under this provision is defined as a bargaining unit position that the district intends to fill. Individuals may request consideration for an assignment or transfer to any of these positions. All remaining vacancies will be posted.
 2. Vacancies under this provision shall be filled on the basis of certification, experience, qualifications, seniority (see article 7-A), and other relevant factors.
 3. Under this provision only, 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. Individuals in the bargaining unit whose employment is not regulated by the Michigan Teacher Tenure Act shall be given first consideration for the filling of vacancies.
 5. Under this provision only, transfers will be made on a voluntary basis whenever possible. In the case of involuntary transfer, the consideration and wishes of the individual will be honored to the extent that this consideration does not conflict with the requirements of the school and the legal placement rights of the employer.

ARTICLE 6. SENIORITY

- A. For purposes of this Agreement, “seniority” shall mean continuous employment as a teacher or as an administrator. 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.
- B. 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.

ARTICLE 7. 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 workday's 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 third party substitute rate for each day or Forty-two Dollars and Fifty Cents [\$42.50] 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 third party substitute rate or Eighty-five Dollars [\$85.00] 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, lice, strep, or pink eye.
 - 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.
 - 7. When a student (or parent /guardian of a student) passes away, one teacher representative shall be allowed to attend the funeral and shall not be charged a day to attend.
- 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.
- H. The district administration will develop a standard form for leave days that will be used in each building.
- I. Any teacher who has completed fifteen (15) or more years of service as defined by the seniority list and whose employment with the Board is severed due to death (paid to the employee's 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 nonelective 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 8. SABBATICAL LEAVE

Pursuant to Section 380.1235 of the Revised School Code 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 9. 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. Law determines the period of the leave for which return rights and other entitlements are assured.
- 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 10. 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 11. 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 a teacher shall be assigned to a position for which the teacher is qualified/certified, if a vacancy exists.
- F. Teachers returning from a leave of absence shall be credited with the unused portion of sick leave.

ARTICLE 12. 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. Bargaining Unit Members whose employment is not regulated by the Teacher Tenure Act, and have completed the probationary period, shall not be disciplined or discharged without just cause. 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.

- C. If a teacher is to be disciplined, suspended, discharged or reprimanded by the Board or its agents, he or she shall be entitled to have a representative of the Association present to the extent allowed by law.

ARTICLE 13. 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.

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 14. 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 15. 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, the Association may submit it 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 following procedure:
 - a) The parties shall maintain a panel of arbitrators. 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.
 - d) 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.
 - e) 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 EA collective bargaining agreements. 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 E.A. 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 deduction) 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. Procedural matters concerning evaluation of Bargaining Unit Members whose employment is not regulated by the Teacher Tenure Act 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. The party incurring them shall pay all other expenses incurred.

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. The Board as one grievance may handle two or more grievances on the same provision. When such a situation occurs, the Association shall be notified and the answer directed to the Association Representative or the Association.
3. No teacher shall file a grievance after the effective date of their resignation unless said grievance can be directly related to the contract effective on the date of their resignation. However, if a member has an issue with his or her severance pay, he or she may file a grievance if the problem is not resolved.

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 16. 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 do so upon mutual consent.
- C. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. Each party may select its representatives from within or outside the school district. While the Association and Board shall execute no final agreement without ratification, 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 17. 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 18. 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, and 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.

ARTICLE 19. 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. Contracts are available online on the District's website. Teachers may make a copy of the contract, at school, for their personal use.
- 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 20. 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 21. 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 and not specifically prohibited by law.

ARTICLE 22. TEACHER EVALUATION PROCEDURE

- A. 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.
- B. 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.

ARTICLE 23. 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 29 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. In the event that Kindergarten numbers exceed the maximum allowed, the administration will work with the WBRC EA to develop a mutually agreed upon solution.
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%). For Kindergarten, see A-1 exception.
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; thirty (30) maximum number of students assigned to each teacher per period. Total pupil load per teacher per day where class maximum exceeds (30) 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; twenty-nine (29) maximum number of students assigned to each teacher per period. Total pupil load per teacher where class maximum exceeds twenty-nine (29) 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 caseloads 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 a teacher encounters difficulty with the behavior of a student, the district's discipline code, IEP, or 504 plan is to be followed.

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.
4. 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.

ARTICLE 24. 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 25. 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 26. FRINGE BENEFITS

- A. The Board shall provide, without cost to the teacher, Ancillary Benefits insurance coverage for a twelve (12) month period for the entire family. Medical Insurance will be provided with employee premium co-pays in accordance with the law for a twelve (12) month period for the entire family.
- B. It is understood that the Board may open this Agreement for the express purpose of reviewing Medical and Ancillary Benefits insurance bids with the Association. Change of carriers will be subject to negotiations with the Association. a. 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:
- i. 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.
 - ii. 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. For teachers electing Medical and Ancillary Benefits insurance.

Medical Insurance -

MESSA Choices II (Pak C Plan):

- Saver Rx Drug Card
- \$500/\$1000 Deductible
- \$20 Office Visit

- \$25 Urgent Care
- \$50 Emergency Room
- 0% Co-insurance

MESSA ABC Plan 1 (Pak A Plan):

- Medical: MESSA ABC Plan 1
- IN Deductible: Currently \$1350/\$2700, changes are determined by law
- OON Deductible: Currently \$2700/\$5400, changes are determined by law
- OV/UC/ER Copay: N/A
- RX Drug Copay: ABC Rx
- 0% Co-insurance

The MESSA plan year begins January 1 each year, which aligns with the deductible year, so a single open enrollment in late fall prior to December 1 shall suffice to accommodate teachers planning to switch between PAK A and PAK C.

The district shall fund the initial deductible to each eligible employee's individual Health Savings Account in January. For the initial year of enrollment into the HSA, the employee's premium contribution will be payroll deducted in equal installments spread out over twenty-one (21) pays.

- Ancillary Benefits (Pak B Plan):
 - *LTD (Long Term Disability) Benefit: 66-2/3%, maximum monthly income \$5,000
 - Maximum monthly salary \$7,500
 - Waiting Period: 90 CDMF
 - Alcohol/Drug - 2 year limitation
 - Mental/ Nervous - 2 year limitation
 - Family Social Security Offset
 - Pre-existing Condition Waiver - YES
 - COLA - NO
- Negotiated Life: \$50,000
- AD&D (Accidental Death and Dismemberment) \$50,000
- Vision: VSP-2 Plan year July to July
- Delta Dental: 100/60/60 \$2,000 Class I, II, III - IV Max. 60%
 - Orthodontics Lifetime Max \$2,000
 - Cleanings: two (2) in Plan year July to July

Teachers not electing MESSA Medical Insurance will receive the Ancillary Benefit (Pak B Plan).

Cash in lieu of Medical Insurance (Pak C Plan): \$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 carrier does not cover the employee.
- F. The employee shall report changes in family status, 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 annual premium for full time teachers electing Medical Insurance with MESSA Choices II Medical Insurance (Pak C Plan) shall be in compliance with one of the two insurance payment calculations identified in current legislation (PA 54 and PA 152). Teachers will pay their portion of the premium co-pays of MESSA Choices II Medical Insurance (Pak C Plan) divided equally over 21 pays.
- 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. An employee's insurance obligation to the District must be paid in full on or before receiving final compensation from the District.
- I. The 2017 hard cap will be used until June 30, 2018. From July 1, 2018, through December 31, 2018, the 2018 hard cap will be in effect. Beginning January 1, 2019, the hard cap implementation shall be aligned with the January 1 through December 31 medical plan year. This, and each subsequent hard cap implementation, shall occur on January 1 per MCL 15.563 and specified in the Michigan Department of Treasury annual memorandum and as determined by law.

ARTICLE 27. 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 28. 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. 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, Student Support Team (SST) and Behavior meetings scheduled during a teacher's preparation period.
2. Teachers shall not be required to use their preparation periods or professional time for district-defined Fall and Spring Parent-teacher Conferences, unless requested by the parent.

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 Instructor. One (1) pair will be provided for each instructor per year.

F. Teachers traveling between OHHS and Rose City and between OHHS and Surline 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. Teachers traveling between Surline and Rose City shall be given a thirty (30) minute block, aside from preparation time.

G. It is agreed that GSRP teachers will have two of their contractual work days reserved for the month of August. The two work days in August will be considered part of the contractual year and the teachers will not receive any additional compensation for these days. The days off and the work days in August will be mutually agreed upon by each individual teacher the the district's GSRP supervisor.

This agreement is taken in good faith in order to accommodate the need to schedule home visits for the current school year. In the event the district needs to reassign any of the GSRP

teachers from their current GSRP position to a non-GSRP teaching assignment, the district agrees to hold the teacher harmless for the August workdays.

ARTICLE 29. 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. The Superintendent will review changes in teacher contracts, which result in column advancements on the salary schedule. 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 works 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. Twenty-five (25) State Continued Education Clock Hours (SCECHs), or current MDE equivalent, shall equal one (1) semester hour of credit.
- I. Special education and social worker staffs 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 1/6 of the teacher's Article 30 salary schedule step.
- K. Each teacher will request either twenty-one (21) or twenty-six (26) pays at the beginning of the school year. This cannot be changed until the beginning of the next school year.
- L. Teachers who receive an end of the year evaluation of effective or highly effective will receive an additional one dollar (\$1) off schedule performance bonus. This is to be paid by June 30th of the current year.

2018-2019 and 2019-2020 Salary Schedule

YEAR	BA	BA + 15	BA + 30	MA/BA+45	MA + 15	MA + 30
Yr. 1	\$39,000	\$39,000	\$39,000	\$41,000	\$41,000	\$41,000
Yr. 2	\$40,000	\$40,000	\$40,000	\$42,000	\$42,000	\$42,000
Yr. 3	\$41,000	\$41,500	\$42,000	\$43,000	\$43,500	\$44,000
Yr. 4	\$42,000	\$42,500	\$43,000	\$44,500	\$45,000	\$45,500
Yr. 5	\$43,000	\$43,500	\$44,000	\$46,000	\$47,000	\$48,000
Yr. 6	\$44,000	\$44,500	\$45,000	\$47,500	\$48,500	\$49,500
Yr. 7	\$45,000	\$45,500	\$46,000	\$49,000	\$50,000	\$51,000
Yr. 8	\$46,000	\$46,500	\$47,000	\$50,500	\$51,500	\$52,500
Yr. 9		\$47,500	\$48,500	\$52,000	\$53,000	\$54,000
Yr. 10		\$49,000	\$50,000	\$54,000	\$55,000	\$56,000
Yr. 11		\$49,500	\$51,000	\$55,000	\$56,000	\$57,000
Yr. 12		\$50,000	\$52,000	\$56,000	\$57,000	\$58,000
Yr. 13		\$51,000	\$53,000	\$57,000	\$58,000	\$59,000
Yr. 14		\$52,000	\$54,500	\$58,000	\$59,000	\$60,000
Yr. 15-16		\$54,000	\$56,000	\$60,000	\$61,000	\$62,000
Yr. 17-18		\$56,000	\$58,000	\$61,000	\$62,000	\$63,000
Yr. 19-20		\$58,000	\$60,000	\$62,000	\$63,000	\$64,000
Yr. 21-22				\$63,000	\$64,000	\$65,000
Yr. 23-24				\$64,000	\$65,000	\$66,000
Yr. 25+				\$65,000	\$66,000	\$67,000

2018-2019 Salary Schedule:

All members will receive a minimum raise of seven hundred dollars (\$700). If the minimum raise of seven hundred dollars (\$700) isn't realized on schedule, the difference will be received 'off schedule'. All compensation will be equally divided between normal selected pay periods. (For example: BA+30 year, 20 or higher, will receive two hundred dollars (\$200) on schedule and five hundred dollars (\$500) off schedule as an increase in salary).

2019-2020 Salary Schedule:

Wages and compensation will be based on the audited Fall 2019 Student Count. Once the total salary amount for the 2019-2020 school year is determined, the salary schedule shall be published and provided to all EA employees. This salary schedule shall be the basis for all annual and per-diem pay the 2019-2020 school year and shall be retro-actively applied to the beginning of the school year no later than the second pay in December of 2019, and will be equally divided over the remaining pay periods.

Due to the 'off schedule' payment for some members in 2018-2019, in 2019-2020 no one will see a reduction in their salary. Those members who received the 'off schedule' amounts will continue to receive the 2018-2019 salary, which included the 'off schedule' monies in 2019-2020, unless there has been an increase due to the change of a step or column on the salary schedule.

All bargaining unit members will be entitled to the potential additional monies in 2019-2020 based off the audited Fall 2019 Student Count formulas, which are listed below:

- If the Audited Fall 2019 Student Count is twenty (20) plus students more than the Spring 2019 Student Count, there will be a one thousand five hundred dollar (\$1,500) 'off schedule' increase in salary.
- If the Audited Fall 2019 Student Count is zero through nineteen (0-19) students more or less than the Spring 2019 Student Count, there will be a one thousand (\$1,000) 'off schedule' increase in salary.
- If the Audited Fall 2019 Student Count is twenty through thirty-nine (20-39) students less than the Spring 2019 Student Count, there will be a five hundred dollar (\$500) 'off schedule' increase in salary.
- If the Audited Fall 2019 Student Count is forty (40) plus students less than the Spring 2019 Student Count, there will be no 'off schedule' increase in salary.

ARTICLE 30. 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, times the dollar amount at the number of years on the Schedule B pay scale an individual has supervised or coached in that position, unless there is a dollar amount specified.

E. All Supplemental Service pay will be paid through PESG for non-district employees. All district employees covered by this contract will be paid by the District and will be subject to all employer and employee deductions, including MPSERS.

F. Supplementary-Services will be paid at the rate listed below:

Year	Schedule B
1	\$35,000
2	\$36,500
3	\$38,500
4	\$40,500
5	\$42,500
6	\$44,000
7	\$46,000
8	\$48,000
9	\$50,000
10	\$51,500

Any employee whose "actual" step is higher than their "paid" step will be restored to "actual."

Supplementary Service Pay Schedule

- Band Director – High School..... 8%
- Band Camp – High School Director..... \$1600
- Band Director – Jazz Band..... 6%
- Band Director – Middle School..... 3%
- Baseball – Head Varsity..... 8%
- Baseball – Junior Varsity..... 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)*** 4%
- Choir – High School..... 3%
- Choir – Middle School 3%
- Class Advisor – Freshman 4%
- Class Advisor – Sophomore 4%
- Class Advisor – Junior 4%
- Class Advisor – Senior (two positions)..... 4%

Note: A class advisor who stays with a class for the four years (9th, 10th, 11th, 12th) will be paid 5% as a senior class advisor

- Cross Country-Head (Boys or Girls)..... 8%
- Cross Country-Assistant (Boys or Girls)..... 6%
- Debate..... 5%

(Supplementary Service Pay Schedule, continued...)

FFA	5%
Football Head Varsity.....	10%
Football Head Junior Varsity.....	7%
Football Head Freshman.....	7%
Football Assistants (includes Varsity, Junior Varsity & Freshman)...	7%
Golf	8%
HOSA	5%
Knowledge Bowl	3%
Machine Shop Equipment Maintenance	10%
NHS.....	4%
Plays – High School Director.....	6%
Plays – High School Assistant Director.....	3%
Plays – High School – Musical Director.....	3%
Skills USA	5%
Soccer - Varsity (Boys or Girls).....	8%
Soccer – Junior Varsity (Boys or Girls).....	6%
Softball – Varsity	8%
Softball – Junior Varsity.....	6%
Student Council – High School.....	4%
Student Council – Middle School (or NJHS).....	3%
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 Girls)**	3%
Volleyball – Varsity.....	8%
Volleyball – Junior Varsity.....	6%
Volleyball – Freshman	6%
Wrestling – Head	8%
Wrestling – Assistant.....	6%
Yearbook Advisor – High School.....	6%

* Based upon a five-week program

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

***An assistant swimming coach will be hired if there are 20 or more members on the team at the end of the second week of practice.

Note: Any Middle School basketball coaches’ salary will be grandfathered in at their current rate if a salary increase isn’t realized, and will continue to advance on the Schedule B pay scale as normal, once a salary increase is realized.

ARTICLE 31. 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 32. EMERGENCY MANAGER

"An emergency manager appointed under the Local Financial Stability and Choice Act shall be allowed to reject, modify, or terminate this collective bargaining agreement in accordance with the Local Financial Stability and Choice Act."

The inclusion of this language is required by PERA. It should not be interpreted as a waiver of the Association's rights to challenge the legality of the Emergency Manager Law.

ARTICLE 33. DURATION OF AGREEMENT


This Agreement shall be effective July 1, 2018, and shall remain in full force and effective without change, additions or amendment from this date until June 30, 2020.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their authorized representatives as of the dates indicated below.

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

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


_____ Dated 6-11-18
Scott Williams, WBRC School Board President


_____ Dated 6-12-18
Ray Butler, WBRC EA President


_____ Dated 6/11/18
Scott Kartes, WBRC School Board Vice-President


_____ Dated 6-12-18
Amy Quigley, WBRC EA Chief Spokesperson

WBRC SCHOOL BOARD TEAM:

- Philip Mikulski, Superintendent
- Ted Matuszak, Director of Finance
- Scott Williams, WBRC Board President
- Michael Eagan, WBRC Board Secretary
- Richard Nelson, WBRC Board Treasurer

WBRC EA TEAM:

- Amy Quigley, WBRC EA Chief Spokesperson
- Ray Butler, WBRC EA President
- Rhonda Kruch, MEA SNAP Bargainer
- Laurie Rose, EA Building Representative
- Calie Kavalunas, EA Building Representative

APPENDIX A – 2018-2019 CALENDAR

July 2018

Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
0	8	9	10	11	12	13
0	15	16	17	18	19	20
	22	23	24	25	26	27
	29	30	31			

WEST BRANCH-ROSE CITY AREA SCHOOLS
2018-2019
School Calendar

[960 S. M-33] PO Box 308
 West Branch, MI 48661

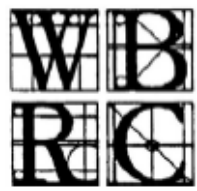
Philip Mikulski, Superintendent
 989-343-2000

January 2019 18 | 53

Su	M	T	W	Th	F	Sa
		1	2	3	4	5
21	6	7	8	9	10	11
20	13	14	15	16	17	18
	20	21	22	23	24	25
	27	28	29	30	31	

AUGUST 2018 0 | 0

Su	M	T	W	Th	F	Sa
			1	2	3	4
	5	6	7	8	9	10
4	12	13	14	15	16	17
0	19	20	21	22	23	24
	26	27	28	29	30	31



February 2019 19 | 113

Su	M	T	W	Th	F	Sa
					1	2
20	3	4	5	6	7	8
19	10	11	12	13	14	15
	17	18	19	20	21	22
	24	25	26	27	28	
	31					

September 2018 19 | 19

Su	M	T	W	Th	F	Sa
						1
19	2	3	4	5	6	7
19	9	10	11	12	13	14
	16	17	18	19	20	21
	23	24	25	26	27	28
	30					

First Student Day: September 4, 2018
 Last Student Day: June 13, 2019 [Half Day]

End of First Semester: January 24, 2019

First Teacher Day: August 27, 2018
 Last Teacher Day: June 13, 2019

March 2019 16 | 129

Su	M	T	W	Th	F	Sa
					1	2
15	3	4	5	6	7	8
15	10	11	12	13	14	15
	17	18	19	20	21	22
	24	25	26	27	28	29
	31					

October 2018 22 | 41

Su	M	T	W	Th	F	Sa
		1	2	3	4	5
23	7	8	9	10	11	12
22	14	15	16	17	18	19
	21	22	23	24	25	26
	28	29	30	31		

- = Holiday/No School
- △ = Teacher Work Day; No Students
- ◇ = Teacher P.D. Day; No Students
- = Half Day for Students and also Last Day for Students and Teachers
- ⊔ = Underline denotes P-T Conferences

April 2019 21 | 150

Su	M	T	W	Th	F	Sa
		1	2	3	4	5
21	7	8	9	10	11	12
21	14	15	16	17	18	19
	21	22	23	24	25	26
	28	29	30			

November 2018 18 | 60

Su	M	T	W	Th	F	Sa
				1	2	3
18	4	5	6	7	8	9
18	11	12	13	14	15	16
	18	19	20	21	22	23
	25	26	27	28	29	30

Teacher Days	8 180
Student Days	Left Side: Student Days in Month Right Side: Total Student Days for Year

May 2019 22 | 172

Su	M	T	W	Th	F	Sa
			1	2	3	4
22	5	6	7	8	9	10
22	12	13	14	15	16	17
	19	20	21	22	23	24
	26	27	28	29	30	31

December 2018 15 | 75

Su	M	T	W	Th	F	Sa
						1
15	2	3	4	5	6	7
15	9	10	11	12	13	14
	16	17	18	19	20	21
	23	24	25	26	27	28
	30	31				

Note:
 Two (2) 'evenings' in Fall for P-T conf's, all bldgs
 Two (2) 'evenings' in Spring / P-T conf's, K-8
 Two (2) 'evenings' Open House /P-T conf at OHHS.

June 2019 9 | 180

Su	M	T	W	Th	F	Sa
						1
9	2	3	4	5	6	7
9	9	10	11	12	13	14
	16	17	18	19	20	21
	23	24	25	26	27	28
	30					

EA TA'd: AQ 4-10-2018
 Board Approved: PM 4-10-2018
 EA Approved: 04-04-2018

T= 187 S= 180

APPENDIX A – 2019-2020 CALENDAR

July 2019

Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
0	7	8	9	10	11	12
0	14	15	16	17	18	19
	21	22	23	24	25	26
	28	29	30	31		

AUGUST 2019

Su	M	T	W	Th	F	Sa
				1	2	3
	4	5	6	7	8	9
8	11	12	13	14	15	16
3	18	19	20	21	22	23
	25	26	27	28	29	30

September 2019

Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
20	8	9	10	11	12	13
20	15	16	17	18	19	20
	22	23	24	25	26	27
	29	30				

October 2019

Su	M	T	W	Th	F	Sa
		1	2	3	4	5
23	6	7	8	9	10	11
23	13	14	15	16	17	18
	20	21	22	23	24	25
	27	28	29	30	31	

November 2019

Su	M	T	W	Th	F	Sa
					1	2
17	3	4	5	6	7	8
17	10	11	12	13	14	15
	17	18	19	20	21	22
	24	25	26	27	28	29

December 2019

Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
15	8	9	10	11	12	13
15	15	16	17	18	19	20
	22	23	24	25	26	27
	29	30	31			

WEST BRANCH-ROSE CITY AREA SCHOOLS
2019-2020
School Calendar

[960 S. M-33] PO Box 308
 West Branch, MI 48661

Philip Mikulski, Superintendent
 989-343-2000



First Student Day: August 27, 2019
 Last Student Day: June 5, 2020

End of First Semester: January 17, 2020

First Teacher Day: August 20, 2019
 Last Teacher Day: June 5, 2020

- = Holiday/No School
- △ = Teacher Work Day; No Students
- ◇ = Teacher P.D. Day; No Students
- = Half Day for Students and also Last Day for Students and Teachers
- 00 = Underline denotes P-T Conferences

Teacher Days	8	180
Student Days	Left Side: Student Days in Month	Right Side: Total Student Days for Year

Note:
 Two (2) 'evenings' in Fall for P-T confs, all bldgs
 Two (2) 'evenings' in Spring / P-T confs, K-8
 Two (2) 'evenings' Open House /P-T conf at OHHS.

January 2020

Su	M	T	W	Th	F	Sa
			1	2	3	4
22	5	6	7	8	9	10
21	12	13	14	15	16	17
	19	20	21	22	23	24
	26	27	28	29	30	31

February 2020

Su	M	T	W	Th	F	Sa
						1
20	2	3	4	5	6	7
19	9	10	11	12	13	14
	16	17	18	19	20	21
	23	24	25	26	27	28

March 2020

Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
16	8	9	10	11	12	13
16	15	16	17	18	19	20
	22	23	24	25	26	27
	29	30	31			

April 2020

Su	M	T	W	Th	F	Sa
			1	2	3	4
21	5	6	7	8	9	10
21	12	13	14	15	16	17
	19	20	21	22	23	24
	26	27	28	29	30	

May 2020

Su	M	T	W	Th	F	Sa
						1
20	3	4	5	6	7	8
20	10	11	12	13	14	15
	17	18	19	20	21	22
	24	25	26	27	28	29
	31					

June 2020

Su	M	T	W	Th	F	Sa
	1	2	3	4	5	6
5	7	8	9	10	11	12
5	14	15	16	17	18	19
	21	22	23	24	25	26
	28	29	30			

EA TA'd: AQ 4-10-2018
 Board Approved: PM 4-10-2018
 EA Approved: 04-04-2018

T= 187 S= 180

-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.

-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 30 (pay for supplementary services).

If approved to be scheduled on these days by the superintendent, coaches and those holding positions covered by Article 30 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 7 or a loss of pay.

2. Those teachers in assignments under Article 30 will not be excused for practices, rehearsals or similar activities.

A teacher absent under Article 7 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 number one (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.

END OF CONTRACT