

**MASTER AGREEMENT**

between

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

and

**WEST BRANCH – ROSE CITY  
EDUCATION ASSOCIATION**

**2012-2016**

<b>AGREEMENT .....</b>	<b>4</b>
<b>ARTICLE 1. RECOGNITION .....</b>	<b>4</b>
<b>ARTICLE 2. ASSOCIATION AND TEACHER RIGHTS .....</b>	<b>4</b>
<b>ARTICLE 3. RIGHTS OF THE BOARD.....</b>	<b>5</b>
<b>ARTICLE 4. MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS .....</b>	<b>6</b>
<b>ARTICLE 5. TEACHING CONDITIONS .....</b>	<b>7</b>
<b>ARTICLE 6. VACANCIES, TRANSFERS AND ASSIGNMENTS .....</b>	<b>8</b>
<b>ARTICLE 7. REDUCTION IN THE WORK FORCE AND SENIORITY.....</b>	<b>9</b>
<b>ARTICLE 8. DAILY LEAVE .....</b>	<b>10</b>
<b>ARTICLE 9. SABBATICAL LEAVE.....</b>	<b>12</b>
<b>ARTICLE 10. MILITARY LEAVE .....</b>	<b>13</b>
<b>ARTICLE 11. UNPAID LEAVES OF ABSENCE.....</b>	<b>13</b>
<b>ARTICLE 12. GENERAL PROVISIONS FOR LEAVE.....</b>	<b>13</b>
<b>ARTICLE 13. PROFESSIONAL BEHAVIOR .....</b>	<b>14</b>
<b>ARTICLE 14. PROFESSIONAL IMPROVEMENT AND DEVELOPMENT .....</b>	<b>14</b>
<b>ARTICLE 15. NO STRIKE PLEDGE .....</b>	<b>15</b>
<b>ARTICLE 16. GRIEVANCE PROCEDURE.....</b>	<b>15</b>
<b>ARTICLE 17. NEGOTIATION PROCEDURES.....</b>	<b>19</b>
<b>ARTICLE 18. REVIEW COMMITTEE.....</b>	<b>19</b>
<b>ARTICLE 19. ACCOUNTABILITY.....</b>	<b>19</b>
<b>ARTICLE 20. MISCELLANEOUS PROVISIONS .....</b>	<b>20</b>
<b>ARTICLE 21. ASSOCIATION CONFERENCES .....</b>	<b>20</b>
<b>ARTICLE 22. TENURE POLICY .....</b>	<b>21</b>
<b>ARTICLE 23. TEACHER EVALUATION PROCEDURE.....</b>	<b>21</b>
<b>ARTICLE 24. CLASS SIZE .....</b>	<b>21</b>
<b>ARTICLE 25. MEDICALLY FRAGILE STUDENTS.....</b>	<b>24</b>
<b>ARTICLE 26. CALENDAR.....</b>	<b>25</b>
<b>ARTICLE 27. FRINGE BENEFITS .....</b>	<b>25</b>
<b>ARTICLE 28. EARLY RETIREMENT.....</b>	<b>29</b>
<b>ARTICLE 29. HOURS.....</b>	<b>29</b>
<b>ARTICLE 30. SALARY .....</b>	<b>31</b>
<b>ARTICLE 31. PAY FOR SUPPLEMENTARY SERVICES .....</b>	<b>37</b>

<b>ARTICLE 32. PAY RATES AND PROCEDURES FOR TEACHERS SUBSTITUTING FOR OTHER TEACHERS .....</b>	<b>39</b>
<b>ARTICLE 33. EMERGENCY MANAGER.....</b>	<b>40</b>
<b>ARTICLE 34. EXTENDED INVOLVEMENT .....</b>	<b>41</b>
<b>ARTICLE 35. DURATION OF AGREEMENT.....</b>	<b>42</b>
<b>APPENDIX A – CALENDAR.....</b>	<b>43</b>
<b>APPENDIX B – EXTENDED INVOLVEMENT FORM.....</b>	<b>48</b>
<b>INFORMATIONAL ITEMS-INFORMATIONAL ONLY: NOT BARGAINED .....</b>	<b>49</b>
<b>SENIORITY LIST .....</b>	<b>49</b>
<b>TEACHER GOAL SHEET .....</b>	<b>55</b>
<b>LINK TO 5D+ FRAMEWORK.....</b>	<b>56</b>
<b>PROFESSIONAL DEVELOPMENT FORM .....</b>	<b>56</b>
<b>GRIEVANCE PROCEDURE FORM .....</b>	<b>57</b>
<b>School Board Policy #5510 Reduction and Recall of Teachers .....</b>	<b>60</b>
<b>School Board Policy #5513 Teacher Placement.....</b>	<b>67</b>
<b>School Board Policy #5195 Teacher Discipline.....</b>	<b>69</b>
<b>LETTERS OF AGREEMENT 2012-2015.....</b>	<b>72</b>

## **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 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.
    - 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. MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

- A. 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,
1. Join the Association, or
  2. 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.
  3. The Service Fee shall not exceed the amount of Association dues collected from Association members
  4. Pursuant to the authority set forth in MCLA 408.477, dues and service fees will be payroll deducted as a condition of this agreement.
  5. 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. The Association shall automatically terminate all deductions of Association dues provided for in this Article in the event of loss of exclusive recognition.

- F. Payroll deductions for the approved organization(s) (M.E.A., N.E.A., WBRC-EA) 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. Refer to Board Policy (#5513 Teacher Placement) for specific criteria for teacher placement.
- 2. A vacancy is defined as any bargaining unit position that the district intends to fill. Teachers may request consideration for an assignment or transfer to any of these positions. All remaining vacancies will be posted.
- 3. Vacancies shall be filled on the basis of certification, experience, qualifications, seniority (see article 7-B), and other relevant factors.
- 4. 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.
- 5. 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 and the legal placement rights of the employer.

### **C. 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.

#### D. 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.

### **ARTICLE 7. REDUCTION IN THE WORK FORCE AND SENIORITY**

- A. Whenever it is necessary to reduce the staff, refer to Board Policy (#5510 Reduction and Recall of Teachers) for specific criteria.
  1. 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) calendar days of final action by the Board of Education.
- B. 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.

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 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 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 substitute rate for each day or \$37.50 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 \$75.00 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. 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 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. 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. For all other Bargaining Unit Members refer to Board Policy (#5195 Teacher Discipline).
- D. A 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, 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.



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. 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. Any teacher shall file for or no grievance 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 nor 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 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 parties will equally share the cost.
- 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. 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 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), and 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.
  - a. Beginning with the 2015-2016 school year, Grades 7 – 8 English Twenty-nine (29) maximum number of students assigned to each teacher per period. Total pupil load per teacher per day where class maximum exceeds twenty-nine (29) shall be paid fifty cents (\$.50) per student per day.
  - b. Beginning with the 2015-2016 school year, Grades 7 – 8 Foreign Language Thirty (30) maximum number of students assigned to each teacher per period. Total pupil load per teacher per day where class maximum exceeds Thirty (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, Communications, Home Economics, CTE (excluding Drafting), and 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.
  - a. Beginning with the 2015-2016 school year, Grades 9 - 12 English Twenty-nine (29) maximum number of students assigned to each teacher per period. Total pupil load per teacher per day where class maximum exceeds twenty-nine (29) shall be paid fifty cents (\$.50) per student per day.
  - b. Beginning with the 2015-2016 school year, Grades 9 - 12 Foreign Language Thirty (30) maximum number of students assigned to each teacher per period. Total pupil load per teacher per day where class maximum exceeds Thirty (30) 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 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 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 Insurances (School years: 2012-2013, 2013-2014, and 2014-2015):

MESSA Choices II (Pak C Plan):

- \$10/\$20 Drug Card (includes \$5,000 Basic Term Life with AD&D)
- \$100/\$200 Deductible
- \$10 Office Visit
- \$25 Urgent Care
- \$50 Emergency Room

Medical Insurance (School year: 2015-2016):

MESSA Choices II (Pak C Plan):

- Saver Rx Drug Card (includes \$5,000 Basic Term Life with AD&D)
- \$100/\$200 Deductible
- \$20 Office Visit
- \$25 Urgent Care
- \$50 Emergency Room

MESSA ABC Plan 1 (Pak A Plan):

- Medical: MESSA ABC Plan 1
- IN Deductible: \$1300/\$2600
- OON Deductible: \$2600/\$5200
- OV/UC/ER Copay: N/A
- RX Drug Copay: ABC Rx

Teachers will have the option to purchase MESSA ABC 1 Health Savings Account (HSA) (Pak A Plan) during a special open enrollment in November 2015 for the following calendar year.

The district shall fund the annual deductible to each eligible employee's individual Health Savings Account on January 4, 2016. For the initial year of enrollment into the HSA, the employee's premium contribution will be payroll deducted in equal installments spread out over remaining seventeen (17) pays. From this point forward, the employee's premium contribution will be payroll deducted in equal installments spread over 21 pays.

Ancillary Benefits (Pak B Plan):

- 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 - NO
- 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

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 to the Business Office shall report changes in family status 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. However, the Board's maximum monthly premium contribution for full time teachers with Medical Insurance (Pak C Plan) will not exceed \$1300, which will be waived for the 2012-2013 and 2013-2014 school years. The \$1300 cap will be in effect thereafter unless altered as part of the wage and medical benefit clause.

As of the 2014-2015 school year, the language of G will change to: 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 (2011 PA 54 and 2011 PA 152). Teachers will pay their portion of the premium co-pays of *MESSA Choices II Medical Insurance (Pak C Plan)* 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.

## 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. 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. 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 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. In the event that the minimum of \$120,000 is not realized for the 2013-2014 school year from the Buy Out Incentive, necessary adjustments will need to be made to compensate for the difference.
- L. It is agreed that this contract will be opened for the 2014-2015 and the 2015-2016 school years for the expressed purposes of negotiating wages (including supplemental services), medical benefits, calendar, and any sunset provisions contained therein.



2012-2013 WB-RC SALARY SCHEDULE

1. Step increases will not be paid for this contract year.
2. Columns are fluid from the point of ratification prorated for the percentage of the remainder of teacher workdays.
3. A \$1500 salary reduction will be realized over the 5 summer pays (June 21<sup>st</sup>, July 5<sup>th</sup>, and 19<sup>th</sup>, and August 2<sup>nd</sup>, and 16<sup>th</sup>), which is not reflected in the following schedule.

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

2013-2014 WB-RC SALARY SCHEDULE

1. Step increases will not be paid for this contract year.
2. Columns are fluid.
3. A \$1500 salary reduction plus a 1.25% reduction will be realized over the 2013-2014 school year, which is not reflected in the following schedule.

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

2014-2015 WB-RC SALARY SCHEDULE

1. Steps will be paid in January 2015 for those in steps 1-5 that do not have a hire date for the 2014-2015 calendar year.
2. Columns are fluid.
3. Members who do not receive a step increase in January 2015 will get lump sum payments of \$250.00 (by a separate check in the first pay period, closed and calculated, after ratification by the parties) and \$363.00\* (in a separate check in the first pay period after the first semester).  
 \*Exact amount to be mutually agreed between the Union and District.
4. All members will be eligible for an Extended Involvement (EI) stipend of \$300.00 in June 2015. (Criteria for EI will be mutually determined by the District and Union).
5. A \$1500 salary reduction plus a 1.25% reduction will be realized over the 2014-2015 school year, which is not reflected in the following schedule.

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

**2015-2016 WB-RC SALARY SCHEDULE**

1. Members will receive \$1500 on schedule for the 2015-2016 school year, which is not reflected in the following schedule.
2. Members will not receive 1.25% on schedule for the 2015-2016 school year, which is not reflected in the following schedule.
3. Columns are fluid and Steps are frozen.
4. All members will be eligible for an Extended Involvement (EI) stipend of \$200.00 in June 2016. (Criteria for EI will be mutually determined by the District and Union).
5. Members will be eligible for the following amounts based upon the Fall 2015 audited student count (payable over the remaining pays once the audit is complete) as follows:
  - a. If student count is at least 1910, then the member will receive a total of \$219.00 classified as \$100 for Extended Involvement (EI) and \$119.00 for on schedule salary.
  - b. If student count is at least 1920, then the member will receive a total of \$438.00 classified as \$200 for Extended Involvement (EI) and \$238.00 for on schedule salary.
  - c. If student count is at least 1930, then the member will receive a total of \$657.00 classified as \$300 for Extended Involvement (EI) and \$357.00 for on schedule salary.
  - d. If student count is at least 1940, then the member will receive a total of \$876.00 classified as \$400 for Extended Involvement (EI) and \$476.00 for on schedule salary.
  - e. If student count is at least 1950, then the member will receive a total of \$1095.00 classified as \$500 for Extended Involvement (EI) and \$595 for on schedule salary.

<b>YEAR</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45 or MA</b>	<b>MA+15</b>	<b>MA+30</b>
<b>1</b>	34,957	35,795	36,629	37,454	38,288	39,119
<b>2</b>	36,915	37,732	38,614	39,530	40,404	41,308
<b>3</b>	38,878	39,675	40,604	41,598	42,514	43,445
<b>4</b>	40,832	41,614	42,591	43,666	44,624	45,603
<b>5</b>	42,787	43,548	44,582	45,742	46,742	47,772
<b>6</b>	44,739	45,496	46,575	47,811	48,859	49,933
<b>7</b>	46,697	47,434	48,557	49,880	50,969	52,087
<b>8</b>	48,662	49,376	50,554	51,953	53,080	54,255
<b>9</b>	50,616	51,319	52,537	54,022	55,194	56,418
<b>10</b>		53,259	54,527	56,096	57,304	58,581
<b>11</b>		56,206	57,552	59,229	60,510	61,858
<b>15</b>		58,186	59,580	61,341	62,674	64,066
<b>20</b>			61,612	63,459	65,289	66,271
<b>25</b>				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. salary schedule an individual has supervised or coached in that position, unless there is a dollar amount specified.
- E. For the 2012-2013 school year, each teacher who serves on Curriculum Council shall be compensated at \$75 per meeting.
- F. For the 2013-2014, 2014-2015, and 2015-2016 school years, each teacher who serves on Curriculum Council will not receive compensation. It is the understanding of the Association that Curriculum Council will be modified starting in the 2013-2014 school year. Curriculum Council shall be considered as evidence for Extended Involvement.
- G. All Supplemental Service pay will be paid through PESG for the 2013-2014, 2014-2015, and 2015-2016 school years.
- H. Any Supplementary Service not yet paid for the 2012-2013 school year, will be paid at the reduced rate upon ratification of this contract and will remain in place for the duration of this contract unless modified through negotiations.

### Supplementary Service Pay Schedule

Athletic Trainer – per season	5%
Band Director – High School	7%
Band Camp – High School Director	\$1500
Band Director – Jazz Band	5%
Band Director – Middle School	2%
Baseball – Head Varsity	7%
Baseball – Junior Varsity	5%
Baseball – Freshman	5%
Basketball – Head Varsity (Boys or Girls)	9%
Basketball – Junior Varsity (Boys or Girls)	6%
Basketball – Freshman (Boys or Girls)	6%
Basketball – Middle School (Boys or Girls)	6%

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

Swimming – Assistant (Boys or Girls)	5%
Track – Head (Boys or Girls)	7%
Track – Assistant (Boys or Girls)	5%
Track – Middle School (Boys or Girls)*	2%
Track – Middle School Assistant (Boys or Girls)**	2%
Varsity Club	2%
Volleyball – Varsity	7%
Volleyball – Junior Varsity	5%
Volleyball – Freshman	5%
Wrestling – Head	7%
Wrestling – Assistant	5%
Yearbook Advisor – High School	5%
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.

The following Supplemental Services will not be funded for the 2013-2014, 2014-2015, and 2015-2016 school years.

- Basketball-Middle School (Boys or Girls)
- Cheerleading-High School Fall Varsity
- Cheerleading-High School Fall J. Varsity
- Cheerleading-High School Fall Freshman
- Cheerleading-High School Winter Varsity
- Cheerleading-High School Winter J. Varsity
- Cheerleading-High School Winter Freshman
- Cheerleading-Middle School
- Plays-High School-Assistant Director
- Swimming-Assistant (Boys or Girls)

The following Supplemental Services will be reduced to 1 position instead of 2 positions for the 2013-2014, 2014-2015, and 2015-2016 school years.

- Class Advisor-Freshman (1 position)
- Class Advisor-Sophomore (1 position)
- Class Advisor-Junior (1 position)
- Student Council-High School (1 position)

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

- 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.

- It is expressly understood that teachers substitute for other teachers during their conference (preparation) period or lunch period on a voluntary basis.
- 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.
- 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.)
- 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.
- 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.
- 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.
- 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. 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 34. EXTENDED INVOLVEMENT

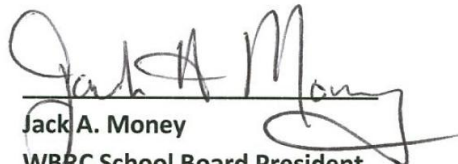
1. Every teacher is eligible to receive a stipend for approved administrative activities beyond their scheduled workday (non-paid time). Hours that count must be either a WB-RC or COOR sponsored/authorized activity that a teacher is not reimbursed for and is beyond the required thirteen (13) hours of professional development. If there is a question, please see your building principal.
2. Criteria for Extended Involvement will be mutually determined by the Association and District.
3. It is the responsibility of individual teachers to submit the Extended Involvement Form to document their activity by May 1, 2015 to their building principal. Stipends will be paid during June 2015.
4. The stipend for the 2014-2015 school year will be \$150 for 5 hours of documented extended involvement or \$300 for 10 hours of documented extended involvement.
5. The stipend for the 2015-2016 school year will be \$100 for 5 hours of documented extended involvement or \$200 for 10 hours of documented extended involvement. This amount may be adjusted once the Fall 2015 audited student count has been determined. (See the 2015-2016 salary schedule for detailed information.)
6. The following are examples of approved administrative activities:
  - Family nights
  - Open Houses
  - FOR Club
  - Lego League
  - Freshman orientation
  - Science Olympiad
  - Round tables at COOR
  - Technology committee
  - Curriculum Council
  - Curriculum Work
  - Administrative approved mentors for new teachers
  - Administrative approved conferences (non-paid time)
  - School sponsored activities
  - Other activities are eligible upon approval of joint EA and Administrative Committee (to be formed)
7. The maximum number of extended involvement hours permitted for each date is two (2) hours. For example, If Lego League meets for three (3) hours on a given date; only two (2) hours of credit may be earned.
8. There is no limit to the number of hours that can be earned from each category. For example, if a teacher wanted to earn all of his/her extended involvement hours for Lego League, this is permissible.
9. The Extended Involvement Form is Appendix B.

## ARTICLE 35. DURATION OF AGREEMENT

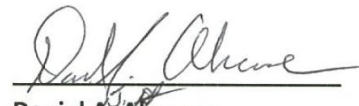
This Agreement shall be effective July 1, 2012, and shall remain in full force and effective without change, additions or amendments from this date to June 30, 2016.

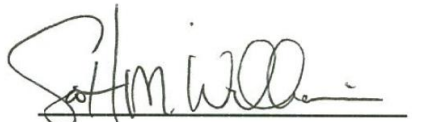
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of this 25<sup>th</sup> day of March, 2013.

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

  
\_\_\_\_\_  
Jack A. Money  
WBRC School Board President

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

  
\_\_\_\_\_  
Daniel A. Ahearne  
WBRC-EA President

  
\_\_\_\_\_  
Scott Williams  
WBRC School Board Vice-President

  
\_\_\_\_\_  
Rhonda J. Kruch  
WBRC-EA Chief Spokesperson

**WBRC School Board Team:**  
Daniel J. Cwayna, Superintendent  
Richard R. Bachelder, Trustee  
Richard Nelson , Treasurer  
Michael Eagan, Trustee  
Scott Williams, Vice President  
Patricia Beasley, Trustee  
Chavon Nihls, Director of Finance

**WBRC-EA Team:**  
Rhonda Kruch, Chief Spokesperson  
Daniel A. Ahearne, President  
Amy Quigley  
Sally Crawford  
David Walby

# APPENDIX A – CALENDAR

## 2012-2013 School Calendar

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

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

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

	MAY					JUNE						
	M	T	W	T	F	M	T	W	T	F		
			1	2	3			3	4	5	6	7
<u>22</u>	6	7	8	9	10	<u>8</u>	10	<u>11</u>	<u>12</u>	13	14	
22	13	14	15	16	17	7	17	18	19	20	21	
	20	21	22	23	24		24	25	26	27	28	
	<u>27</u>	28	29	30	31		25	26	27	28	29	

Holidays:	
September 3	Labor Day
November 22	Thanksgiving
December 25	Christmas
January 1	New Year's Day
March 29	Good Friday
May 27	Memorial Day

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 <b>Student</b> Day	<u>Tuesday, September 4</u>
Last Student Day	<u>Tuesday, June 11</u>
*End of First Semester	- Friday, January 18
First <b>Teacher</b> Day	<u>Monday, August 27</u>
Last Teacher Day	<u>Wednesday, June 12</u>

EA Approved: June 12, 2012

Board Ratified:

**2013-2014 ~ School Calendar**  
**West Branch-Rose City Area Schools**

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

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

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

	MAY					JUNE					
	M	T	W	T	F	M	T	W	T	F	
<u>21</u>				1	2	<u>9</u>	2	3	4	5	6
21	5	6	7	8	9	8	9	10	11	12	13
	12	13	14	15	16	16	17	18	19	20	
	19	20	21	22	23	23	24	25	26	27	
	㉒	27	28	29	30	30					

<b>Holidays:</b>	
September 2	Labor Day
November 28	Thanksgiving
December 25	Christmas
January 1	New Year's Day
April 18	Good Friday
May 26	Memorial Day

178	Student Days for K-8th
180	Student Days for 9th-12th
184	Teacher Days for K-8th
186	Teacher Days for 9th-12th

○	Vacation Period, Holiday, or other non-working day
□	Staff Development; non student day
△	Teacher work day; non student day

\*\* K-8 only, no students and no teachers

First <b>Student</b> Day	Tuesday, September 3
Last <b>Student</b> Day	Wednesday, June 11
*End of First Semester: Friday, January 17	
First <b>Teacher</b> Day	Monday, August 26
Last <b>Teacher</b> Day	Thursday, June 12

Current Revision: 3/25/13  
 EA Approved: TA 3-25-13  
 Board Ratified: 3-25-13

**2014-2015 ~ School Calendar**  
**West Branch-Rose City Area Schools**

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




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

	FEBRUARY					MARCH					APRIL						
	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F		
18 [K-8]	2	3	4	5	6	2	3	4	5	6				<u>1</u>	<u>2</u>	<u>3</u>	
19 [9-12]	9	10	11	12	13**	<u>19</u>	9	10	11	12	13	<u>19</u>	6	7	8	9	10
18 [K-8]	<u>16</u>	17	18	19	20	19	16	17	18	19	20	19	13	14	15	16	17
19 [9-12]	23	24	25	26	27		23	24	25	26	<u>27</u>		20	21	22	23	24
							<u>30</u>	<u>31</u>					27	28	29	30	

	MAY					JUNE						
	M	T	W	T	F	M	T	W	T	F		
	<u>20</u>				1	<u>7</u>	1	2	3	4	5	
	20	4	5	6	7	8	8	15	16	17	18	19
		11	12	13	14	15		22	23	24	25	26
		18	19	20	21	22		29	30			
		<u>25</u>	26	27	28	29						

Holidays:	
September 1	Labor Day
November 27-28	Thanksgiving
December 22-Jan 2	Christmas
January 1	New Year's Day
April 3	Good Friday
May 25	Memorial Day

178	Student Days for K-8th
180	Student Days for 9th-12th
184	Teacher Days for K-8th
186	Teacher Days for 9th-12th

	Vacation Period, Holiday, or other non-working day
	Staff Development; non student day
	Teacher work day; non student day

\*\* K-8 only: no students, no teachers

First Student Day	Tuesday, September 2, 2014
Last Student Day	Tuesday, June 9, 2015
*End of First Semester: Friday, January 16, 2015	
First Teacher Day	Monday, August 25, 2014
Last Teacher Day	Wednesday, June 10, 2015

Current Revision: 6/6/14  
 IA Approved: 6/6/14  
 Board Ratified:

**2015-2016 ~ School Calendar  
West Branch-Rose City Area Schools**

Student Days Teacher Days	<b>AUGUST 2015</b> Mo Tu We Th Fr 0 3 4 5 6 7 1 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28 31 <b>November 2015</b> Mo Tu We Th Fr 2 3 4 5 6 18 9 10 11 12 13 19 16 17 18 19 20 23 24 25 26 27 30	<b>September 2015</b> Mo Tu We Th Fr 17 1 2 3 4 21 [K-8] 20 7 8 9 10 11 22 [9-12] 21 14 15 16 17 18 21 [K-8] 22 21 22 23 24 25 22 [9-12] 28 29 30	<b>October 2015</b> Mo Tu We Th Fr 1 2 5 6 7 8 9 12 13 14 15 16 19 20 21 22 23** 26 27 28 29 30 <b>JANUARY 2016</b> Mo Tu We Th Fr 19 4 5 6 7 8 20 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29																
	<b>February 2016</b> Mo Tu We Th Fr 20 [K-8] 1 2 3 4 5 21 [9-12] 8 9 10 11 12 20 [K-8] 15 16 17 18 19** 21 [9-12] 22 23 24 25 26 29	<b>March 2016</b> Mo Tu We Th Fr 22 7 8 9 10 11 22 14 15 16 17 18 21 22 23 24 25 28 29 30 31	<b>April 2016</b> Mo Tu We Th Fr 14 4 5 6 7 8 14 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29																
	<b>May 2016</b> Mo Tu We Th Fr 21 9 10 11 12 13 21 16 17 18 19 20 23 24 25 26 27 30 31	<b>June 2016</b> Mo Tu We Th Fr 10 6 7 8 9 10 11 13 14 15 16 17 20 21 22 23 24 27 28 29 30	<table border="0" style="font-size: small;"> <tr> <td style="text-align: center;">July 2016</td> <td style="text-align: center;">August 2016</td> </tr> <tr> <td style="text-align: center;">Su Mo Tu We Th Fr Sa</td> <td style="text-align: center;">Su Mo Tu We Th Fr Sa</td> </tr> <tr> <td style="text-align: center;">1 2</td> <td style="text-align: center;">1 2 3 4 5 6</td> </tr> <tr> <td style="text-align: center;">3 4 5 6 7 8 9</td> <td style="text-align: center;">7 8 9 10 11 12 13</td> </tr> <tr> <td style="text-align: center;">10 11 12 13 14 15 16</td> <td style="text-align: center;">14 15 16 17 18 19 20</td> </tr> <tr> <td style="text-align: center;">17 18 19 20 21 22 23</td> <td style="text-align: center;">21 22 23 24 25 26 27</td> </tr> <tr> <td style="text-align: center;">24 25 26 27 28 29 30</td> <td style="text-align: center;">28 29 30 31</td> </tr> <tr> <td style="text-align: center;">31</td> <td></td> </tr> </table>	July 2016	August 2016	Su Mo Tu We Th Fr Sa	Su Mo Tu We Th Fr Sa	1 2	1 2 3 4 5 6	3 4 5 6 7 8 9	7 8 9 10 11 12 13	10 11 12 13 14 15 16	14 15 16 17 18 19 20	17 18 19 20 21 22 23	21 22 23 24 25 26 27	24 25 26 27 28 29 30	28 29 30 31	31	
July 2016	August 2016																		
Su Mo Tu We Th Fr Sa	Su Mo Tu We Th Fr Sa																		
1 2	1 2 3 4 5 6																		
3 4 5 6 7 8 9	7 8 9 10 11 12 13																		
10 11 12 13 14 15 16	14 15 16 17 18 19 20																		
17 18 19 20 21 22 23	21 22 23 24 25 26 27																		
24 25 26 27 28 29 30	28 29 30 31																		
31																			

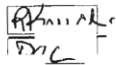
178 Student Days for K-8th  
 180 Student Days for 9th-12th  
 185 Teacher Days for K-8th  
 187 Teacher Days for 9th-12th

- Vacation, Holiday, or other non-work day
- Staff Development; no-students
- △ Teacher work day; no students

\*\* K-8 only: no students, no teachers

First **Student Day** Tuesday, September 8, 2015  
 Last **Student Day** Tuesday, June 14, 2016  
 End of 1st Semester: *Friday, January 22, 2016*  
 \* First **Teacher Day** Monday, August 31, 2015  
 Last **Teacher Day** Wednesday, June 15, 2016

**Holidays:**  
 September 7 .....Labor Day  
 November 26-27 .....Thanksgiving  
 December 23-January 1.....Christmas  
 January 1.....New Year's  
 March 25.....Good Friday  
 May 30.....Memorial Day

Current Revision: 3/16/2015  
 FA Approved: \_\_\_\_\_  
 District Approved: \_\_\_\_\_  
 3/16/15  
 3/16/15

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 2012-2013, 2013-2014, and 2014-2015 calendars 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.

It is agreed that for the 2015-2016 school year the number of hours of after school professional development will be reduced from thirteen (13) hours to six (6) hours. This reduction is a result of adding seven (7) hours of professional development on Wednesday, November 4, 2015.

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:

- 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.
- 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 Goal Sheet  
 Link to 5D+ Framework  
 Professional Development Form  
 Grievance Form  
 School Board Policy #5513 Teacher Placement  
 School Board Policy #5510 Reduction and Recall of Teachers  
 School Board Policy #5195 Teacher Discipline

### SENIORITY LIST

**WEST BRANCH-ROSE CITY AREA SCHOOLS**

**As of February 22, 2013**

**CERTIFIED STAFF SENIORITY LIST - By Hire Date**

	<b>Name</b>	<b>Date of Hire</b>	<b>Leave Dates</b>
1	Surline, Randy	08/16/72	(On Paid Leave)
2	Ward, Patricia	09/01/77	
3	Brunner, Lorri	08/07/78	
4	Lee, Sandra	01/17/83	
5	Brindley, Lori	09/14/84	
6	Crawford, Sally	07/16/85	
7	Kruch, Rhonda	08/29/85	
8	Katterman, Barbara	08/18/85	*(CCL 11-1-94 to 1-15-95)
9	Frank, Karlene	06/19/85	*(GL 1987-88)
10	Clelland, Isaac	09/05/86	
11	Krzyminski, Mary Ann	08/11/87	
12	Frank, Richard	01/20/88	
13	McClintic, Betty	06/27/88	
14	Dame, Frank	07/18/88	
15	Foster, William	07/20/88	
16	Nothdruff, Mark	07/21/88	
17	Novak, Kristine	07/22/88	
18	Clark, Tami	08/05/88	
19	Gillette, Diane	01/23/89	
20	Wiegerink, Patricia	02/21/89	*(CCL 4-8-96 to 6-4-96)

21	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)
22	Retherford, Jill	09/01/89	*(CCL 3-5-97 to 5-12-97)
23	Garnett, Judi	10/18/89	
24	Hughey, Gail	01/08/90	
25	Bergevin, James	07/05/90	
26	Scheel, Kathleen	07/05/90	
27	Mier-Beehler, Annette	07/05/90	
28	Matthews, Pamela	07/17/90	
29	Kaczmarek, Colleen	08/27/90	
30	Butler, Patricia	10/15/90	
31	Farmer, Linda	07/15/87	*(CCL 3-3-92 to 8-24-98)
32	Orlando, Stefan	06/18/91	
33	Money, Julie	06/18/91	
34	Beamish, Deborah	06/18/91	
35	McDonnell, Pat	06/27/91	
36	Walby, David	08/21/91	
37	Griffin, Brenda	07/16/91	*(CCL 1-23-97 to 4-07-97) (CCL 8-24-01 to 11-21-01; 30 NP)
38	Manning, Carla	07/09/92	
39	Powley, Christopher	07/20/93	
40	Kennedy, Jennifer	08/23/93	
41	Rogers, Stacia	08/22/94	
42	Bunnell, Cara	08/23/93	*(LTD 12-21-97 to 6-04-98) (LTD 8-27-04 to 6-13-05) (LTD 10-26-12 to 6-12-13, 141 NP)
43	Campbell, Sally	08/21/95	
44	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)(2-20- 12, .67 NP)(3-9-12, 1 NP)(12-18 to12-20-12 2.77 NP)(1 -1-13 1 NP)(1-15-13 to 6-11-13 98 NP)
45	Scott, Jon	02/05/96	
46	Hansen, Tim	07/15/96	
47	Woznicki-Likavec, Marie	08/19/96	
48	Rose, Laurie	08/19/96	
49	Erickson, Neal	09/09/96	
50	Gawne (Swanson), Tammy	01/15/97	*(5-15-06 to 6-28-06 NP)
51	Reasner, Dayna	06/16/97	
52	Gildner, Stacy	06/24/97	
53	Smiley, Sheila	07/07/97	(WC/NP 2-15-13 to 3-6-13 NP)
54	Tucker, Cecilia	06/15/98	
55	Peake, Jennifer	08/24/98	
56	Curtis, Cindy	08/26/98	
57	Erickson [McNamara], Toni	06/29/98	*(GL 8-19-02 to 1-21-03 & CCL 11-1-06 to 12-22-06; 35 NP)

58	Wilson, Denise	05/17/99	
59	Winters, Tammy	06/21/99	
60	Peace, Jeremiah	08/09/99	*(5-03-06 to 6-8-06; 10 NP)
61	Templin, Pamela	01/03/00	
62	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 6-14-11 26.86 NP) (ML 8-29-11-12 to 6-11-12, 186 NP) (8-27-12 to ?? 2013, ?? NP)
63	Klein, Brian	05/15/00	*(GL 8-23-04 to 9-20-04)
64	Colclasure, Chris	08/21/00	
65	Sidebottom, Gary	08/21/00	
66	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)
67	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) (6-15-12, .5 NP)
68	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)
69	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)
70	Breining, Brandy	01/15/01	
71	Quigley, Amy	01/15/01	
72	McCauley, Marilyn	01/15/01	
73	Peace, Kristina	01/15/01	*(CCL 3-16-04 to 06-04-04; 17.64 NP)
74	Boyce, Brian	06/19/00	*(GL 8-23-04 to 6-13-05)
75	Mier, Susanna	05/21/01	
76	Cathcart, Benita	06/18/01	
77	Smith, Susan	06/18/01	
78	Wren, Charles	08/20/01	
79	Schlicht, Kristyn	08/20/01	
80	Splan, Kathy	08/20/01	
81	Ahearne, Daniel	09/10/01	
82	Hofer, Louise	06/18/01	*(GL 9-2-08 to 1-23-09; 95 NP)
83	Secord, Jaimie	08/19/02	
84	Rau [Moore], Carol	08/18/03	
85	Winter, Jennifer	08/18/03	*(CCL 5-28-07 to 6-01-07; 5 NP)

86	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)
87	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)
88	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)
89	Keeton, Darryl	08/18/03	(LO/NP 2011-2012, 186 NP)
90	Pratley, Andrew	08/01/04	
91	Glover, Marilyn	08/23/04	
92	Glomski, Erin	09/21/04	
93	Marchel, Patsy	07/01/05	
94	Shepardson, Susan	08/22/05	
95	VanWormer, Sandra	08/22/05	(ML 5-27-11 to 6-10-11, 11 NP) (5-27-11 to 6-10-11, 11 NP)
96	Noble, Kimberly	08/29/06	
97	Bragg, Nichole	07/16/07	
98	Tuttle, Wendy	08/27/07	
99	Durst, Carolyn	08/28/07	
100	Butler, Raymond	09/06/07	
101	Yenna, Kristi	01/21/08	*(CCL 2/25/08 to 4/4/2008; 18 NP) (8-27-12 to 1-18-13, Semester off; 93 NP)
102	Davidson, Jillian	07/21/08	
103	Short, Shawna	11/24/08	
104	Tennant, Michelle	12/15/08	
105	Goulette, Dominic	08/31/09	
106	Hayes, Karen	10/26/09	
107	Watson, Katy	10/29/09	(CCL 3-10-10 to 3-30-10; 15 NP) (May of 2012; 10 days NP)
108	Brindley, Theresa	11/23/09	
109	Civinskas, Erick <sup>1</sup>	08/30/10	
110	McLaughlin, Kimberly <sup>1</sup>	08/30/10	
111	Sobieray, Sara <sup>1</sup>	08/30/10	
112	Bragg, Carl <sup>1</sup>	08/30/10	
113	Griffin, Sara <sup>1</sup>	08/30/10	
114	Kemme, Aileen <sup>1</sup>	08/30/10	
115	Lawrence, DeAnne <sup>1</sup>	08/30/10	
116	Ford, Steven <sup>1</sup>	08/30/10	
117	Farro-Holshoe, Carly <sup>1</sup>	08/30/10	(CCL: 1-10-11 to 4-29-11, 64 NP)(CCL: 1-10-11 to 4-29-11 64 NP)
118	Hodges, Denise <sup>1</sup>	08/30/10	(5-21-12 to 6-11-12, 14.39 NP) (8-27-12 to 6-12-13, 186 NP)
119	Cwayna, Dan	07/01/11	
120	Lyons, Duane	07/01/11	
121	Ford, Ashley	08/01/11	
122	Wangler, Kristen <sup>2</sup>	08/29/11	
123	Sisco, Kyle <sup>2</sup>	08/29/11	
124	Swartz, Kayla	08/30/10	(CCL: 1-31-11 to 5-4-11, 60 days NP)

			(LO/NP 2011-2012, 186 NP)
125	Lucas, Joshua	09/14/11	
126	Hines, Suzanne	09/20/11	(5-24-12 to 6-8-12, 10.5 NP)
127	McGregor, Michael	11/28/11	
128	Geiermann, Margaret	12/05/11	
129	Robelli, William	08/01/12	
130	Beebe, Sara <sup>3</sup>	08/27/12	
131	Norland, Jennifer <sup>3</sup>	08/27/12	
132	Jackson, Derek <sup>3</sup>	08/27/12	
133	Hilliard, Krystal <sup>3</sup>	08/27/12	
134	Hendrick, Megan	09/11/12	
135	Emry, Sarah	09/24/12	
136	Bedtelyon, Cassandra	10/04/12	
137	Chamberlain, Elizabeth	10/08/12	
138	Falkner, Brei	08/27/12	(CCL: 1-10-13 to 222/12, 13.31 NP)

The order on the list will be affected by the unpaid leaves as noted. For those who missed a full school year, 184 days for K-8 teachers or 186 days for 9-12 teachers were deducted from your date of hire; **hire dates boxed and grayed indicate a different (adjusted) date is in force.**

- 1 Seniority determined by lottery on 11-3-10
- 2 Seniority determined by lottery on 11-4-11
- 3 Seniority determined by lottery on 2-13-13
- a Lottery draw impacted by NP leave

ML—Medical Leave

LO—Lay off, Non Paid

GL—General Leave

NP—Non Paid

CCL—Child Care Leave

WC—Work. Comp/Non Paid

LTD—Long Term Disability

**WEST BRANCH-ROSE CITY AREA SCHOOLS**

**As of February 22, 2013**

**Counseling; Non-Teaching Staff**

	<b>Name</b>	<b>Date of Hire</b>	<b>Leave Dates</b>
1	Wangler, Melissa	7/15/2002	(6-7,9&14-10 .86 NP) (2-17,18-11 .32 NP)(2-21-11 .07 NP) (2-25-11 .46 NP) (3-4-11 1 .0 NP) (3-28-11 .18 NP) (3-30-11 .32 NP) (4-14,15-11 2.0 NP) (5-2,3,4-11 2.22 NP)(5-9-11 through 6-13-11 10.0 NP) (2-10-13to2-22-13, 10 NP)

**WEST BRANCH-ROSE CITY AREA SCHOOLS**

**As of February 22, 2013**

**Special Services Non-Teaching Staff**

	<b>Name</b>	<b>Date of Hire</b>	<b>Position</b>	<b>Leave Dates</b>
1	Pula-Jurek	08/03/87	School Social Worker	
2	Foster, Karrie	08/15/88	Speech Language Therapist	
3	Smith, Dawn	10/30/2000	School Social Worker	(5-10-11 1.71 <b>NP</b> ; 12-29-11 1.18 <b>NP</b> , 6-1-12 .75 <b>NP</b> )
4	Berg, Janice	05/21/2001	Occupational Therapist	

**TEACHER GOAL SHEET**

**TEACHER GOAL SHEET  
2014-15 Goal Sheet**

Review the District Improvement Plan, School Improvement Plan, and the student data from your past data sheets. 1) Refer to the domains and components of 5D+ *Teacher Evaluation Rubric*. Choose a goal upon which you believe you need to improve during the 2014-15 school year and the component that it correlates to in the teaching model. (This section does not apply to teachers on a Plan of Assistance.) 2) Refer to your past student achievement data (if available) and your current students' data. Determine a student achievement goal for the 2014-15 school year.

<b>Goal: Student Engagement. List the specific strand from the 5D+ Framework</b>	<b>Provide the rationale for this choice</b>	<b>How will your success be measured?</b>
<b>Student Achievement Goal</b>	<b>Provide the achievement data upon which this is goal based.</b>	<b>How will student success be measured?</b>
<u>1. School AMO</u>  <u>2. NWEA Growth</u>  <u>3. Class Growth</u>		

In order to assist you in reaching your goals, what do you believe are your professional development needs for the 2014-15 school year?

\_\_\_\_\_/\_\_\_\_\_  
Teacher Signature                      Date

\_\_\_\_\_/\_\_\_\_\_  
Administrator Signature                      Date

**LINK TO 5D+ FRAMEWORK**

*[http://depts.washington.edu/uwcel/tpep/UW-CEL\\_5D+TeacherEvalRubric\\_v2.0f\\_no\\_observables.pdf](http://depts.washington.edu/uwcel/tpep/UW-CEL_5D+TeacherEvalRubric_v2.0f_no_observables.pdf)*

**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: \_\_\_\_\_

## School Board Policy #5510 Reduction and Recall of Teachers

### 5510 Reduction and Recall of Teachers

#### **REDUCTION AND RECALL OF TEACHERS**

It is the policy of the Board of Education for the West Branch-Rose City Area Schools that all personnel decisions shall be based on retaining effective teachers in situations involving a staffing or program reduction, or any other personnel decision resulting in the elimination of a position, as well as for hiring after such reductions/position eliminations or recall to vacant positions.

In making program and staffing decisions, the Board of Education shall determine the size of the teaching staff in response to curricular, fiscal, and other operating conditions and retains the exclusive right to do so. To the extent that such determinations involve the requirements of Section 1248 of the Revised School Code, MCL 380.1248, this policy shall guide the implementation of that statute.

This Policy applies to "teachers", which term refers to those employees of the District whose employment is regulated by the Teachers' Tenure Act, MCL 38.71 *et seq.* For purposes of this policy, the term "teacher" shall be defined co-extensively with Article I, Section 1 of the Teachers' Tenure Act, MCL 38.71.

Decisions involving the reduction and recall of teachers shall be guided by the following standards and procedures:

1. These decisions will be initially premised on retaining effective teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the established curriculum, grades, and departments.
  - a. All teachers must be properly certified (or otherwise approved or authorized) for all aspects of their assignment. The certification (or authorization/approval status, as applicable) of a teacher shall be determined by the Revised School Code, the Teacher Certification Code, the Michigan Department of Education's Rules for Special Education Programs and Services, and other applicable statutes and regulatory authority.
  - b. All teachers must also be qualified for all aspects of their assignment. Teacher qualifications shall be determined by the Board through reference to the following standards:
    - i. Compliance with applicable state or federal regulatory standards, including, but not limited to, those standards established as a condition to receipt of foundation, grant, or categorical funding;

- ii. Compliance with applicable accreditation requirements;
  - iii. Assessment of the extent to which a teacher's professional training and academic preparation are relevant to an instructional assignment and are predictive of the teacher's effectiveness in that assignment;
  - iv. Assessment of the extent to which a teacher's prior teaching experience is relevant to an instructional assignment and is predictive of the teacher's effectiveness in that assignment; and
  - v. Possession or satisfaction of any qualification requirement(s) contained in a job posting, job description, or administrative regulation pertaining to the position in question which was known in advance of the reduction or recall.
- c. A teacher shall maintain current and valid certification (or approval or authorization, as applicable), and shall be responsible for filing a copy of his/her teaching certificate (or approval or authorization, as applicable) in the Superintendent's office in conformance with requirements of Section 1532 of the Revised School Code. If a teacher petitions for nullification of his/her teaching certificate or any endorsement on that certificate, he/she shall promptly provide written notice of that petition to the Superintendent's office. A teacher shall supply current documentation to the District of all of the teacher's qualifications (as defined above).
- d. Reduction and recall decisions shall be made on the basis of the certification and qualifications of a teacher, as reflected in the District's records, at the time that such decisions are made.
2. The Superintendent shall be responsible, acting within budgetary approval, for establishing the number and type of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds have been budgeted to support delivery of the curriculum through the existing complement of faculty, he/she shall recommend to the Board the number of teaching positions to be reduced and the grades or departments within which the recommended reductions are to be effectuated.

Similarly, if after a reduction of teaching staff, the Superintendent determines that the District's curriculum cannot be delivered through the existing complement of faculty and that sufficient funds are budgeted to support the augmentation of faculty through recall of teachers, he/she shall recommend to the Board the number of teaching positions to be added and to identify the affected grades or departments.

3. All teacher reductions and recalls are subject to formal action and approval by the Board of Education.
4. When a teaching position has been identified for reduction and there exists a concurrently vacant teaching assignment for which the incumbent teacher in the position to be reduced is both certified and qualified, and if that teacher has received an overall rating of at least "effective" on his /her most recent year-end performance evaluation, that teacher shall be assigned to the vacant position unless the Superintendent determines that the educational interests of the District would not be furthered by that assignment.
5. If one or more teaching positions are to be reduced, the Superintendent shall first identify the academic level(s) or department(s) impacted by the reduction. Among those teachers who are certified (or approved or authorized) and qualified to instruct the remaining curriculum within the impacted academic levels or departments, selection of a teacher for layoff shall be based upon the teacher's effectiveness score. Those teachers within the above group with the highest effectiveness scores will be retained and the teachers with the lowest effectiveness scores will be laid off.
  - a. The Superintendent shall provide written notice of layoff to affected teachers.
  - b. It is the laid-off teacher's responsibility to maintain current contact information (address, phone and e-mail address) in the Superintendent's office.
6. In the event of a recall of teachers, the Superintendent shall first identify the grades or departments where additional position(s) will be created. The Superintendent may reassign on- staff teachers to the additional position(s) in accordance with District Policy #5513, Teacher Placement. Recall of teacher(s) to assignments that remain unfilled shall be accomplished by first recalling the teacher with the highest effectiveness rating who is certified and qualified for the open assignment.
  - a. The Superintendent shall provide written notice of recall to teachers and shall establish the time within which the teacher must accept recall in order to preserve the teacher's employment rights.
  - b. A teacher who is recalled and fails to accept recall by the time designated in the recall notice and report for work by the deadline specified in the recall notice, shall be regarded as having forfeited all rights to recall and continued employment unless the Superintendent, in his/her discretion, has extended those time limitations, in writing.
7. This Policy shall not operate or be applied to retain or recall a teacher whose most recent performance evaluation contains an overall rating of "ineffective" in

preference to any teacher with a higher effectiveness rating, as reflected in that teacher's most recent performance evaluation.

This Policy shall not operate or be applied to retain or recall a probationary teacher who has received a rating of either minimally effective or ineffective on his/her most recent annual year- end performance evaluation in preference to any tenured teacher who is rated either effective or highly effective on his/her most recent annual year-end performance evaluation.

A probationary teacher who is rated as effective or highly effective on his or her most recent annual year-end performance evaluation is not subject to being displaced under this policy by a tenured teacher solely because the other teacher has attained tenure under the Teachers' Tenure Act, MCL 38.71 et seq.

8. A teacher's length of service with this District or the teacher's attainment of tenure under the Teachers' Tenure Act shall not be the primary or determining factors in layoff and recall decisions, except if the decision involves two or more teachers and all have the same effectiveness ratings, as described in paragraph #9 of this Policy.

In that circumstance, a tenured teacher has priority over a probationary teacher and, among tenured teachers, the teacher's seniority (as established by the most recent seniority list for the bargaining unit to which the tenured teachers belong) will determine preference for reduction and recall.

9. A teacher's effectiveness rating shall be determined according to the following standards:
  - a. Individual performance shall be the majority factor in determining a teacher's effectiveness rating (51%). The teacher's individual performance shall be determined through the performance evaluation system used to implement the requirements of Section 1249 of the Revised School Code.
    - i. In arriving at the value of a teacher's effectiveness rating on the criterion of individual performance, the predominant factor (26%) shall be based on evidence of student growth. The percentage weight assigned to student growth within the performance evaluation shall comport with those percentages expressed in Section 1249 of the Revised School Code.
    - ii. The remainder (25%) of the teacher's effectiveness rating on the criterion of individual performance shall be based on the evaluation results of demonstrated pedagogical skills, including, but not limited to, determination of the following:

- A. The teacher's knowledge of the subject matter pertinent to the area of his /her assignment;
- B. The teacher's ability to impart that knowledge to students as demonstrated through planning, delivery of rigorous content, checking for and building higher level understanding of the subject matter instructed, and differentiating instruction;
- C. The teacher's ability to manage the classroom as well as the teacher's manner and efficacy of disciplining pupils;
- D. The teacher's ability to maximize effective use of instructional time through consistent and proficient preparation;
- E. The quality of the teacher's relationships with students, parents/guardians and other teachers;
- F. The teacher's ability to perform essential job functions;
- G. The teacher's attendance record, exclusive of any absences taken under the Family and Medical Leave Act or as a reasonable accommodation pursuant to applicable state or federal law; and
- H. The teacher's disciplinary record, if any.

iii. In applying the above standards, a teacher's evaluation shall be his/her most recent year-end evaluation, except for teacher on an Individualized Development Plan. In that case, the evaluation used for application of the above standard shall be the District's most recent evaluation of the teacher at the time that a reduction or recall decision is made.

- b. An additional factor (24%) in determining teacher effectiveness shall be the extent to which the teacher has made clear, significant, and relevant accomplishments and contributions and has demonstrated a record of exceptional performance in that context. Those contributions and accomplishments must exceed the normal expectations for an individual in the teacher's professional peer group.
  - i. The Superintendent shall annually develop and publish a list of activities that will be regarded by the District as indicators of teacher effectiveness because those activities reflect accomplishments and



contributions exceeding normal expectations for a teacher's professional peer group.

- ii. The Superintendent shall designate values for the identified accomplishments and contributions, as defined above, that will be used in the calculation of the teacher's effectiveness score.
  - iii. The Superintendent shall develop and maintain a system for the recording and verification of those activities of teachers that qualify as accomplishments and contributions to be used in the calculation of a teacher's effectiveness score.
- c. The final factor in determining teacher effectiveness (25%) is the extent to which the teacher has engaged in relevant special training pertinent to the teacher's instructional assignment and the extent to which the teacher has integrated that training into instruction in a meaningful way.
- i. Qualifying training excludes any training or professional development under Sections 1526, 1526a or 1527 of the Revised School Code.
  - ii. Qualifying training or professional development excludes any training or professional development designated on the school calendar or otherwise designated on a regularly-scheduled teacher work day during teacher work hours.
  - iii. Qualifying training or professional development must satisfy all of the following standards:
    - a. The training or professional development takes place outside of the teacher work day during the school year or outside the teacher work year.
    - b. The training or professional development has direct relevance to the teacher's assignment or to another area within the endorsements appearing on the teacher's Michigan teaching certificate (or authorization/approval, as applicable) and has received the prior approval of the Superintendent (or designee).
    - c. The teacher is able to demonstrate that the training or professional development is integrated into the instruction delivered by the teacher in a meaningful way.

- iv. The Superintendent shall develop and maintain a system for the recording and verification of qualifying professional development and training to be used in the calculation of a teacher's effectiveness rating.
- v. The Superintendent shall designate the values associated with qualifying professional development and training that will be used in the calculation of a teacher's effectiveness rating.

Legal Reference: MCL 38.71, *et seq*; MCL 380.11a (K-12); MCL 380.601a (ISD); MCL 380.1248; MCL 380.1532; MCL 423.215

Approved by Board: May 29, 2012

## School Board Policy #5513 Teacher Placement

### 5513 Teacher Placement

#### **TEACHER PLACEMENT**

The Board of Education of the West Branch-Rose City Area Schools considers the appropriate placement of effective teachers as an essential ingredient in promoting student academic growth, in attaining successful educational outcomes for students and in providing quality educational services.

For purposes of this policy, the term "teacher" shall refer to those employees of the District whose employment is regulated by the Teachers' Tenure Act, MCL 38.71 *et seq.* The term "placement" shall include decisions involving the assignment and transfer of teachers as well as decisions involving the filling of vacant teaching positions with on-staff teachers. Those placement decisions are delegated to the Superintendent.

Placement does not include staffing decisions made in the context of recall of a teacher from layoff, which decision is governed by District Policy #5510. Placement also excludes decisions to initially hire or to dismiss or non-renew a teacher, which determinations are reserved to the Board of Education and are not delegated under this Policy.

Teacher placement decisions shall be guided by the following standards:

- i. These decisions will be premised on staffing the established curriculum with the most effective teachers who are certified and qualified to instruct the courses within the established curriculum, grades and departments.
- ii. All teachers must be properly certified (or otherwise approved or authorized) for all aspects of their assignment. The certification (or authorization/approval status, as applicable) of a teacher shall be determined by provisions of the Revised School Code, the Teacher Certification Code, the Michigan Department of Education's Rules for Special Education Programs and Services, and other applicable statutes and regulatory authority.
- iii. Teacher placement decisions shall also be made on the basis of a teacher's qualifications, which shall be determined by the following standards:
  - i. Compliance with applicable state or federal regulatory standards, including, but not limited to, those standards established as a condition to receipt of foundation, grant, or categorical funding.
  - ii. Compliance with applicable accreditation requirements.
  - iii. Assessment of the extent of a teacher's professional training and academic preparation are relevant to an instructional assignment and are predictive of the teacher's effectiveness in that assignment.

iv. Assessment of the extent to which a teacher's prior teaching experience is relevant to an instructional assignment and is predictive of the teacher's effectiveness in that assignment.

iv. In addition to certification and qualifications, teacher placement decisions shall be made on the basis of teacher effectiveness, as determined through the teacher effectiveness criteria established in Section 1248 of the Revised School Code and as articulated in District Policy #5510, Reduction and Recall of Teachers.

Legal Reference: MCL 380.11a (K-12), MCL 380.601a (ISD), MCL 380.1233, MCL 423.215, MCL 388.1763, MCL 38.71 *et seq.*

Board Approved: May 29, 2012

## School Board Policy #5195 Teacher Discipline

### 5195 Teacher Discipline

#### **TEACHER DISCIPLINE**

The Board of Education of the West Branch-Rose City Area Schools believes that maintaining appropriate procedures and standards for addressing teacher misconduct and other inappropriate behavior is a critical ingredient in furthering an effective educational environment and in providing quality educational services necessary for the attainment of successful educational outcomes for students. This policy is intended to provide standards and procedures by which administrative personnel shall make determinations as to whether teacher discipline is warranted and, if so, in arriving at an appropriate disciplinary response.

Although discipline is corrective, other significant purposes of discipline are to promote accountability of teachers to maintain proper conduct, to provide notice to teachers of behavioral expectations, and to inform teachers of the consequences of any future disciplinary infractions, offenses or other misconduct.

For purposes of this policy, the term "teacher" shall refer to those employees of the school district whose employment is regulated by the Teachers' Tenure Act, MCL 38.71 *et seq.*

Discharge, demotion, or other discipline of teachers under this policy shall be made only for a reason(s) that is not arbitrary or capricious. This standard signifies that a disciplinary decision must be supported by results of a disciplinary investigation and that any resulting disciplinary action must have a rational relationship to the teacher's conduct which forms the basis for a disciplinary decision.

Before imposing any disciplinary measure under this policy, the administrator shall investigate whether a teacher has engaged in an offense, infraction, or other misconduct which could result in a disciplinary consequence. An administrator shall investigate the alleged violation before imposing a disciplinary measure upon the teacher. The investigation should include discussions with any witnesses to the event(s) upon which possible teacher discipline is premised, including witnesses or other sources suggested by the teacher being investigated. The teacher who is the subject of the disciplinary allegation shall be provided with an opportunity to respond to those allegations as part of the investigation process.

The following procedures shall be used for disciplinary actions taken against teachers, up to and including a recommendation for discharge:

1. Oral or written notice will be given by the administration to the teacher of the incident, complaint, or charge that forms the basis for the investigation and potential disciplinary action.

2. If the complaint alleges child abuse or neglect, the matter shall be reported to Child Protective Services consistent with Policy No. 8580 and No. 8580-R.
3. The teacher will be given written notice of the time, date, and location of a meeting to provide the teacher with an opportunity to respond to the disciplinary incident, complaint, or charge. This opportunity to respond shall include the right of the teacher to dispute the factual basis of the incident, complaint, or charge, as well as the nature of any contemplated disciplinary action in the event that the disciplinary incident, complaint, or charge is factually substantiated.
4. A teacher represented by an exclusive bargaining agent under the Public Employment Relations Act shall, upon request, be entitled to union representation at any investigative meeting which the teacher reasonably believes could ultimately result in disciplinary action. Alternatively, a teacher shall, upon his/her request, be entitled to have another member of his/her bargaining unit accompany him/her to any investigative meeting which the teacher under investigation is required to attend when that teacher reasonably believes that the investigation may ultimately result in his/her discipline. The obtaining of a representative shall not unreasonably delay an investigative meeting.
5. The Superintendent (or designee) is authorized to place a teacher on administrative leave, with pay, pending the completion of a disciplinary investigation of the alleged or suspected offense, infraction, or misconduct. This authority can be exercised in those circumstances when, in the judgment of the Superintendent (or designee), the nature of the charges, the behavior or record of the teacher, or other circumstances make it inadvisable for the teacher to remain at work while the investigation is ongoing. Placement on administrative leave under this provision is not regarded as, in itself, a disciplinary measure or penalty.
6. If criminal charges are filed against a teacher before or during the pendency of a disciplinary investigation, a probationary teacher may be placed on unpaid leave during the pendency of the investigation after notice and an opportunity to be heard. Under these circumstances, a tenured teacher's salary shall not be discontinued other than through observance of the pertinent standards and procedures specified in the Teachers' Tenure Act. The District need not delay the institution of tenure charges or other disciplinary action against a teacher during the pendency of any criminal charges against the teacher.
7. If an investigation of teacher conduct supports a determination that the teacher has engaged in an offense, infraction, misconduct, or other behavior warranting disciplinary action, the administrative decision as to the level of discipline shall be guided by the following standards:

- a. The seriousness of the offense, infraction, or misconduct;
  - b. The teacher's prior disciplinary and employment record;
  - c. How teachers engaging in similar or like offenses, infractions, or misconduct have been disciplined in past comparable circumstances involving similarly situated teachers; and
  - d. The existence of aggravating or mitigating factors.
8. Disciplinary measures include but are not limited to: oral warning (memorialized in writing), written warning, written reprimand, paid or unpaid suspension, and discharge. Nothing in this policy or the identification of these levels of discipline requires that the above disciplinary measures be applied progressively or sequentially. The Board reserves the right to apply the disciplinary sanction it determines to be appropriate to a specific set of circumstances.
9. When disciplinary action is taken against a teacher it shall be confirmed in writing. The document confirming the discipline will be provided to the teacher and placed in the teacher's personnel file.
10. The Superintendent (or designee) is delegated the authority under this policy to impose all teacher discipline with the exception of:
  - a. The discharge of either a probationary or tenured teacher;
  - b. The non-renewal of a probationary teacher; and
  - c. The demotion of a tenured teacher, as defined in the Teachers' Tenure Act.
  - d. The discharge or demotion of an administrator
  - e. The non-renewal of an administrator.

Each of the above disciplinary actions may only be imposed by this Board of Education upon written recommendation of the Superintendent and upon adherence to any applicable procedures set forth in the Teachers' Tenure Act.

Legal Reference: MCL 380.11a (K-12), MCL 380.601a (ISD), MCL 423.215, MCL 38.71, *et seq.*

Board Approved: May 29, 2012

## LETTERS OF AGREEMENT 2012-2015

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

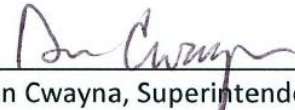
**March 11, 2013**

Effective immediately, a teacher choosing either the twenty-one (21) or twenty-six (26) pays for salary disbursement will not be permitted to change his/her choice until a new, individual contract is signed. Exceptions may be allowed upon mutual agreement between the West Branch-Rose City Education Association and the West Branch-Rose City Board of Education.



---

Dan Abearne, Vice-President  
West Branch-Rose City Education Association



---

Dan Cwayna, Superintendent  
West Branch-Rose City Area Schools



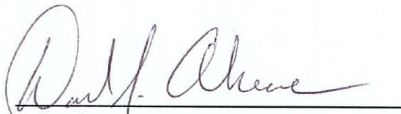
**LETTER OF AGREEMENT BETWEEN THE  
WEST BRANCH-ROSE CITY EDUCATION ASSOCIATION  
and the  
WEST BRANCH-ROSE CITY BOARD OF EDUCATION**

**March 26, 2013**

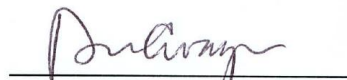
It is hereby agreed that any current teacher who has at least fifteen (15) years of experience on the current salary schedule will be eligible to receive \$10,000.00, in the event that said teacher severs his/her employment with the district, for any reason, prior to May 24, 2013. The payment, under this agreement, is understood by the parties to qualify as a non-elective employer contribution made exclusively to the IRS qualified 403(b) plan of the district, *American Choice*. Teachers shall not have the option to receive cash. The payments will be disbursed in two equal payments of \$5,000.00 on October 1, 2013, and February 1, 2014.

In the event the Internal Revenue Code limit for the tax year with respect to Section 403(b) 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 new tax year. If an employee participating in this plan dies prior to receiving the scheduled payment, any unpaid balance will be paid to his/her 403(b) plan in the same month in which death occurs. Notification to the Board, upon death of a participant, should be made as soon as possible by the survivors of the participant. Contributions cannot be made to the participant's 403(b) plan after the month in which the participant dies, and any unpaid balances will be forfeited in this scenario.

Teachers who elect to retire under Article 28 will not be eligible for this payment.



Dan Ahearne, Vice-President  
West Branch-Rose City Education Association



Dan Cwayna, Superintendent  
West Branch-Rose City Area Schools

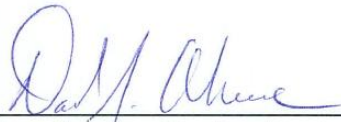
**LETTER OF AGREEMENT BETWEEN THE  
WEST BRANCH-ROSE CITY EDUCATION ASSOCIATION  
and the  
WEST BRANCH-ROSE CITY BOARD OF EDUCATION**

**May 16, 2013**

It is hereby agreed that any current teacher who has between twelve (12) and fourteen (14) years of experience on the current salary schedule will be eligible to receive \$5,000.00, in the event that said teacher severs his/her employment with the district, for any reason, prior to July 1, 2013. The payment, under this agreement, is understood by the parties to qualify as a non-elective employer contribution made exclusively to the IRS qualified 403(b) plan of the district, *American Choice*. Teachers shall not have the option to receive cash. The payment will be disbursed in two equal payments of \$2,500.00 on October 1, 2013, and February 1, 2014.

In the event the Internal Revenue Code limit for the tax year with respect to Section 403(b) 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 new tax year. If an employee participating in this plan dies prior to receiving the scheduled payment, any unpaid balance will be paid to his/her 403(b) plan in the same month in which death occurs. Notification to the Board, upon death of a participant, should be made as soon as possible by the survivors of the participant. Contributions cannot be made to the participant's 403(b) plan after the month in which the participant dies, and any unpaid balances will be forfeited in this scenario.

Teachers who elect to retire under Article 28 will not be eligible for this payment.



Dan Ahearne, Vice-President  
West Branch-Rose City Education Association

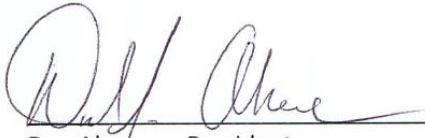


Dan Cwayna, Superintendent  
West Branch-Rose City Area Schools

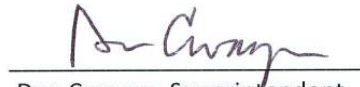
LETTER OF AGREEMENT BETWEEN THE  
WEST BRANCH-ROSE CITY EDUCATION ASSOCIATION  
and the  
WEST BRANCH-ROSE CITY BOARD OF EDUCATION

May 24, 2013

It is hereby agreed that in order for Surline Elementary School to meet the required number of instructional clock hours for the 2012-13 school year one (1) teacher will be assigned to supervise recess four (4) times between now and the end of the school year.



Dan Ahearne, President  
West Branch-Rose City Education Association



Dan Cwayna, Superintendent  
West Branch-Rose City Area Schools

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

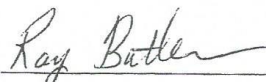
March 17, 2014

It is hereby agreed that any current teacher who has at least ten (10) years of experience with the West Branch-Rose City Area Schools will be eligible to receive \$10,000.00, in the event that said teacher severs his/her employment with the district at the conclusion of the 2013-14 school year and said teacher enters the MPSERS retirement system. In addition, to be eligible, a teacher must be in good standing with the district (as defined as not being charged with a crime listed in MCL.1535a or MCL.1539b as of the date of each listed payment), and he/she must notify the district of his/her intent to accept this offer by May 23, 2014.

The payment, under this agreement, is understood by the parties to qualify as a non-elective employer contribution made exclusively to the IRS qualified 403(b) plan of the district, *American Choice*. Teachers shall not have the option to receive cash. The payments will be disbursed in two equal payments of \$5,000.00 on October 1, 2014, and February 1, 2015.

In the event the Internal Revenue Code limit for the tax year with respect to Section 403(b) 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 new tax year. If an employee participating in this plan dies prior to receiving the scheduled payment, any unpaid balance will be paid to his/her 403(b) plan in the same month in which death occurs. Notification to the Board, upon death of a participant, should be made as soon as possible by the survivors of the participant. Contributions cannot be made to the participant's 403(b) plan after the month in which the participant dies, and any unpaid balances will be forfeited in this scenario.

Teachers who elect to retire under Article 28 will not be eligible for this payment.



Ray Butler, President  
West Branch-Rose City Education Association



Dan Cwayna, Superintendent  
West Branch-Rose City Area Schools

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

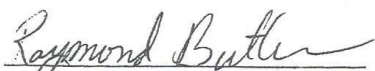
**February 16, 2015**

It is hereby agreed that any current teacher who has at least ten (10) years of experience with the West Branch-Rose City Area Schools will be eligible to receive \$10,000.00, in the event that said teacher severs his/her employment with the district at the conclusion of the 2014-15 school year and said teacher enters and draws his/her pension from the MPSERS retirement system. In addition, to be eligible, a teacher must be in good standing with the district (as defined as not being charged with a crime listed in MCL 380.1535a or MCL 380.1539b as of the date of each listed payment), and he/she must notify the district of his/her intent to accept this offer by May 1, 2015.

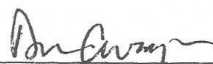
The payment, under this agreement, is understood by the parties to qualify as a non-elective employer contribution made exclusively to the IRS qualified 403(b) plan of the district, *American Choice*. Teachers shall not have the option to receive cash. The payments will be disbursed in two equal payments of \$5,000.00 on October 1, 2015, and February 1, 2016.

In the event the Internal Revenue Code limit for the tax year with respect to Section 403(b) 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 new tax year. If an employee participating in this plan dies prior to receiving the scheduled payment, any unpaid balance will be paid to his/her 403(b) plan in the same month in which death occurs. Notification to the Board, upon death of a participant, should be made as soon as possible by the survivors of the participant. Contributions cannot be made to the participant's 403(b) plan after the month in which the participant dies, and any unpaid balances will be forfeited in this scenario.

Teachers who elect to retire under Article 28 will not be eligible for this payment.



Ray Butler, President  
West Branch-Rose City Education Association



Dan Cwayna, Superintendent  
West Branch-Rose City Area Schools

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

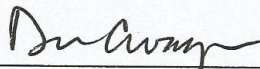
**June 2, 2015**

It is hereby agreed that current West Branch-Rose City Great Start Readiness Program teachers, Katy Watson, Tami Clark, Krystal Hillard, and Sara Zettle, will have one of their contractual work days for the 2014-2015 school year transferred to the 2015-2016 school year in the month of August, 2015. The work day in August of 2015 will be considered part of the 2014-2015 contractual year and the teachers will not receive any additional compensation for this day. The above said teachers will be allowed to take one day off in June of 2015 without loss of wages that will be mutually agreed upon by each individual teacher and the District's GSRP Supervisor, Ms. Hughey. It is also agreed that the work day in August of 2015 will be mutually agreed upon by each individual teacher and the district's GSRP supervisor, Mrs. Hughey.

This agreement is taken in good faith by the current GSRP teachers named above to accommodate the need to schedule home visits for the 2015-2016 school year. In the event that the district needs to reassign any of the teachers listed above from their current GSRP position to a non-GSRP teaching assignment, the district agrees to hold the teacher harmless for the August 2015 work day.



\_\_\_\_\_  
Ray Butler, President  
West Branch-Rose City Education Association



\_\_\_\_\_  
Dan Cwayna, Superintendent  
West Branch-Rose City Area Schools