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6/30/2000



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Master Agreement

between

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

and

**WEST BRANCH - ROSE CITY
EDUCATION ASSOCIATION**

1997-2000

West Branch - Rose City Area School

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

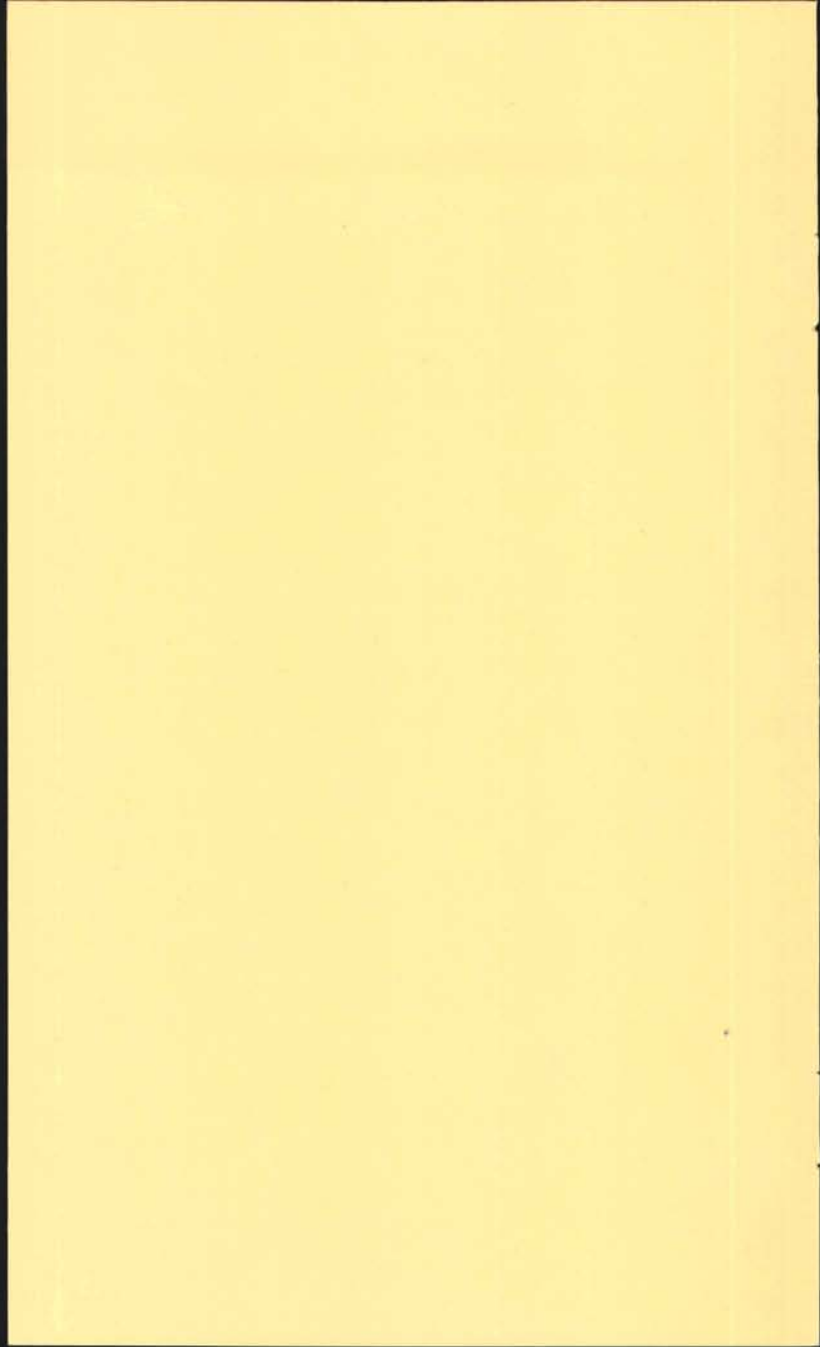


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AGREEMENT

This Agreement is entered into this 1st day of July 1997 by and between the School District of West Branch-Rose City, hereinafter called the "Board", and the West Branch-Rose City Education Association, hereinafter called the "Association."

ARTICLE 1. RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all professional and instructional personnel employed by the West Branch-Rose City Community School System, including fully certificated and permit teachers, daytime adult education teachers included as of December 17, 1991, but excluding supervisory and executive employees and office and clerical employees. The term "teachers", when used hereinafter in this Agreement, shall refer to all teachers represented by the Association in the bargaining or negotiating 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 to any teacher rights he may have under the Michigan General School Laws or other applicable laws and 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, mimeographing machines, other duplicating equipment, calculating machines, and all types of 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 school 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 Master Agreement, including salaries, degree and years of experience in the system and out;
 - a) Information on income of the district for current fiscal year and
 - b) Current monthly financial report.

Minutes of the Board meetings are available in the administration office and may be reviewed by the Association. The Association shall reimburse the Board for the extra expenses incurred in 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 employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, 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.
- C. 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 4. MEMBERSHIP, FEES
AND PAYROLL DEDUCTIONS**

- A.
1. All bargaining unit members who are currently members of the Association or are currently paying a service fee, and all new bargaining unit members, shall
 - a) on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the Association, or
 - b) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of association dues collected from association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the written request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association.

 2. Pursuant to Chicago Teachers Union v. Hudson, 106 S Ct 1066 (1986), the Union 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 non-union bargaining unit 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 the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure. The Association shall provide to all non-members' copies 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 an employee does not have sufficient money due him, after deductions have been made for Social Security, insurance, garnishments, etc., or any other deductions authorized by the employee or required by law, Association dues for that month will be collected by the Association directly from the employee.
- D. If an employee who is absent on account of illness, leave of absence, or for any other reason has no earnings due him for that period, no deductions shall be made. The

Association will arrange for collection of dues for that period directly with the employee.

- E. All deductions of Association dues provided for in this Article shall be automatically terminated in the event of loss of exclusive recognition by the Association.
- F. Payroll deductions for the approved organization(s) (M.E.A., N.E.A., WB-RCEA) may also be made from salaries of other certificated employees 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. Teacher will not be required to drive a school bus.

- 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 school is called off due to road conditions or other causes. However, student instruction days shall be made up at a later date, up to two (2) days less than the State mandated student instructional days, without additional remuneration. Should State statutes or regulations change, both sides will abide by the new statute or regulations.
- 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. Teacher who needs access to a building during off hours may check out an outside door key from the principal for use during a specified period, in accordance with the policy established by the Board.
- 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. Vacancies shall be filled on the basis of experience, competency, and qualifications of the applicant, length of service in the District, and other relevant factors. For purposes of this Agreement, "service in the District" shall mean continuous employment as a member of the bargaining unit or as an administrator.
- 2.
 - a) 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 may make employment dates retroactive to the actual

date a teacher begins his/her duties with the district.

- b) In the event two or more teachers have the same date of hire, placement will be determined by a drawing (lottery). A representative of the Association will be provided the opportunity to attend the drawing.
3. Vacancies between the start of the school year and December 1 shall be posted and filled on a permanent basis. Vacancies occurring after December 1 may be filled on a temporary basis until the end of the school year, at which time the position shall be declared vacant and posted.
4. Members of the bargaining unit shall be given first consideration for the fillings of vacancies.
5. December 17, 1991, shall be the date of commencement of "service in the District" for daytime adult education teachers when used for filling of vacancies.
6. A separate seniority list for daytime adult education teachers shall be maintained.

B. TRANSFERS

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

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

C. ASSIGNMENTS

Teachers shall not be assigned outside the scope of their teaching certificates, emergency certification, or their major or minor field of study.

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

two (2) working days of release time if needed by the teacher to complete necessary arrangements and preparations during the school year.

1. Supplementary Services:

- a) All reimbursement for supplementary duties shall be made according to provisions of the Master Agreement, the sole exceptions being adult education and summer school.
- b) No duty position shall be assigned any teacher without his 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) Members of the bargaining unit will receive the vacant position over any applicant who is not a member of the bargaining unit whenever the member of the bargaining unit is as well or better qualified.
- f) Members of the bargaining unit who have written applications in applying for a vacant position shall receive written notifications as to the decision reached within five (5) school days following the decision and before public announcement.

D. PROCEDURE

- 1. Vacancies for the following school year shall be posted in each building on the official school bulletin board for ten (10) days.
- 2. After the last day of school, the Association President or his designated representative shall be notified by mail. Fifteen (15) days after the letter is sent by the Administration the posting period is considered complete and the job shall be filled.
- 3. After August 1, the Administration may fill any opening regardless of the fifteen (15) days waiting period.

ARTICLE 7. REDUCTION IN FORCE

- A. Whenever it is necessary to reduce the staff, the following procedure shall be applied

1. The Board shall determine what positions are to be eliminated from the program.
2. In Grades 7 - 12, those teachers with the least amount of service in the system shall be laid off provided the remaining teachers are certified to teach those courses retained by the Board. Teachers shall be recalled in reverse order provided they are certified to teach the vacant position.
3. In grades K - 6, those teachers with the least amount of service in the system shall be laid off and recalled in reverse order provided those remaining are properly certified.
4. Within ten (10) days from such layoff those teachers who received notices of layoff will be allowed to displace any teacher in the system provided they have more service and hold certification to teach in the department or elementary area where there is a teacher with less service in the District.
5. Any teacher laid off from the staff shall be given first consideration for substitute positions as they arise, provided that teacher is qualified for the substitute position opening.
6. Re-employment during the school year shall be at the discretion of the Board. Upon return at the beginning of a new school year a teacher shall be assigned to his previous position if available, or to a substantially equivalent position for which he is qualified. In the event that his former position or another position for which he is qualified is not open

at the time, he shall be given first priority on such a position when it becomes available, and the leave shall be extended until a position for which he is qualified is open.

7. Teachers returning from a leave of absence shall be credited with the unused portion of sick leave.

ARTICLE 8. ILLNESS OR DISABILITY

- A. Each teacher shall be credited with a fifteen (15) day sick leave allowance to be used for absences caused by illness or physical disability to the teacher. The unused portion of such allowance shall accumulate from year to year. The maximum accumulation of sick leave combined with the yearly sick leave allowance shall equal the total number of teacher workdays in a given school year. After having been on duty at least one (1) workday of the school year, each tenured teacher shall be credited with his/her fifteen (15) day sick leave allowance. The sick days credited at the beginning of each year shall be used up prior to using any of the accumulated days.

Benefits contained within this Article shall commence with the 1992-93 school year for daytime adult education teachers. Previously accrued sick leave shall be credited to the individual teacher.

Probationary teachers who have less than one (1) year of seniority shall be credited with eight (8) sick days after having worked at least one (1) workday of the first semester and an additional seven (7) days after having worked at least one (1) workday of the second semester.

B. Sick leave will be paid for the following reasons:

1. Personal Illness: After an absence of five (5) or more days, the Board may require a doctor's statement of illness at the employee's expense.
2. Serious illness in the immediate family up to ten (10) days per year. Immediate family shall include teacher's spouse, children, parents or foster parents, parents-in-law, grandparents, brothers, sisters, or any person for whose financial or physical care he/she is principally responsible.
3. Three (3) days for illness in the family which requires the teacher to make arrangements for necessary medical and/or nursing care.
4. Time necessary for medical and/or dental appointments when such cannot be made at any other time.
5. Any bargaining unit member who has completed twenty (20) years of service to the District and whose employment with the District is severed due to death or retirement shall receive one (1) day's pay at the current substitute rate for every two (2) days of accumulated sick leave.

C. The Board will allow the following leave days without charge against the teacher's sick leave:

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 received from the Court or as a fee for appearing.

2. Approved by Administration visitations to other schools, conferences and conventions.
3. Time necessary to take selective service exams.
4. Absence with mumps, scarlet fever, measles, chicken pox, scabies or lice.
5. Death in the immediate family, a maximum of three (3) days per occurrence for death in the immediate family. (Time may be extended for long distance upon request.)
6. One (1) day of funeral leave will be granted to employees for someone other than immediate family, and this day shall be deducted from the teacher's accumulated sick leave. This shall be limited to one (1) day per year.
7. Two (2) days per year for business which cannot be handled outside school hours. A teacher planning to use a personal business day shall arrange with his Principal at least one (1) day in advance, stating reasons. Reasonable restrictions may be imposed on personal leaves immediately before and after a holiday, vacation period or the first day of deer season.

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 applicant possesses 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 District, 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 his/her 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 he would have advanced had he 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 staff member while on Sabbatical Leave.

D. Status Upon Return From Sabbatical Leave: A teacher, upon return from a Sabbatical Leave, shall be restored to his former position if possible, or a position of like nature, retirement status and seniority.

ARTICLE 10. MILITARY LEAVE

- A. Teachers employed in the West Branch-Rose City Area School District shall be granted a Military Leave for the purpose of completing their legal obligations to serve in the United States Armed Forces. (This includes voluntary enlistments for one [1] term.)

The Board shall allow up to two (2) years maximum credit for time spent in military service. This credit shall be applied only to the salary schedule, and the right of a teacher to return shall exist only so long as the teacher returns no later than the start of the school year following his discharge upon completion of his required military service.

- 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, he 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. Upon recovery from a pregnancy disability, 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 child care. 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 of Schools by April 1 of the year in which the leave expires.
- D. All leaves, except Military, shall be granted only by Board action.
- E. 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 his 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 he/she is qualified/certified if vacancy exists. In the event that his former position or another position for which he is qualified is not open at the time, he shall be given first priority on such a position when it becomes available, and the leave shall be extended until a position for which he is qualified is open.

- F. Teachers returning from a leave of absence shall be credited with the unused portion of sick leave.

- G. Inservice 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, Chapter 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 13. PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations and directions presently in effect and from time to time adopted by the Board, or its representatives, which are not inconsistent with the provisions of this Agreement.
- B. Discipline shall be defined as a written warning, written reprimand or suspension without pay.
- C. No teacher shall be disciplined without just cause. Information forming the basis for disciplinary action will be made available to the teacher and the Association upon request.
- D. The employer shall advise an employee that the employee has the right to have a representative of the Association present at a formal conference at which the employee 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 employer be restricted from taking such protective action as the employer 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. Monies allocated to the Professional Development Policy Board will be controlled by that Board. The structure of the membership of the Policy Board shall conform to State requirements for such bodies.

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 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.

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.

B. Procedure.

1. The teacher who feels that he has a grievance should first take the matter up verbally with the Principal who will attempt to resolve it with him.
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 he alleges is violated, the events that caused the alleged violation, and the remedy he 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 he 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).

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 of Schools by sending such notice to him 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 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 his designated representative shall answer such grievance in writing.

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

- a) A panel of arbitrators shall be maintained by the parties. Only arbitrators acceptable to both parties shall be placed on the list. Names of new arbitrators to be added to the list may be proposed at any time by either the Association or the Board.
- b) Each party shall alternate striking one name from the panel of arbitrators until all arbitrators are eliminated except one. That arbitrator shall be selected for hearing the grievance.
- c) The parties will alternate the initiation of the elimination process with each successive grievance.

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

Should either the Board or the Association wish to terminate the use of the preselected panel arrangement for selection of grievance arbitrators, the party wishing

to terminate the panel shall give one year's notice to the other party. Prior to formation and/or after termination of the panel selection arrangement, selection shall be through the American Arbitration Association and subject to its rules.

10. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. The grievance shall be carried forward by the grievant within the same time limit as allocated to the Superintendent, or the grievance shall be waived.
11. This Agreement constitutes a contract between the parties which 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 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 which 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 detracting) 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 opinion such decision is fair or equitable or because in his 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 District.
- d) Curriculum, textbook selection and course content.
- e) Any matter involving the content of a teacher evaluation. Procedural matters concerning evaluation may be arbitrated.

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 (Grievance Procedure), 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 he 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, he shall refer the case back to the parties without recommendation to the merits. The arbitrator shall issue his decision which shall be final and binding.
13. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the Grievance Procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.
14. Cost of Arbitration. The fees and expenses of the impartial arbitrator, the cost of transcript (if such be requested by the arbitrator), and the cost of the room shall be borne equally by the Association and the Board.

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

C. Miscellaneous

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

ARTICLE 17. NEGOTIATION PROCEDURES

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and

proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

- B. Should it become apparent during the course of the Agreement that it should be mutually advisable to both parties to negotiate any given items, the parties may upon mutual consent do so.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concession in the course of negotiations.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of 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 not 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 which shall be contrary to or inconsistent with its terms.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees 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 agree to share the cost on a fifty-fifty (50-50) basis.

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 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.

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 no teacher will be disciplined or discharged except for just cause. All claims that this Article was violated will be proper subjects for the Grievance Procedure.

ARTICLE 23. TEACHER EVALUATION PROCEDURE

- A. A tenured teacher will receive a written evaluation at least once every three (3) years. The evaluation will be based upon at least one (1) classroom visit.
- B. Non-tenured teachers will receive a written evaluation at least once a year. Their evaluations will be based on at least two (2) or more classroom observations held at least 60 days apart, unless a shorter interval between the two (2) classroom observations is mutually agreed upon by the teacher and the administration, and shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan. For a first year probationary teacher the first observation shall be during his/her first three months of teaching in his/her assigned area.
- C. Visitations will be in person by the building principal or administrator who the teacher is directly accountable to and will be for a minimum of thirty (30) minutes and will be followed by a written report. Within thirty (30)

working days the written report will be signed by the teacher and filed in his/her personnel file.

(Probationary teachers shall also have an oral conference within the ten (10) day period immediately following the visitation.) Upon mutual agreement between the parties, another qualified person may be part of the evaluation process.

- D. Any teacher assigned to more than one building will be evaluated during the years of his/her evaluation by both supervisors.
- E. Any report of a teacher who will not be considered for re-employment will be sent to the Superintendent and to the teacher under consideration.
- F. Each teacher shall have the right upon request to review the contents of his/her own personnel file with the exception of confidential university files. A teacher shall receive a copy of material(s) being placed in his/her own personnel file along with notice of same.
- G. Each teacher shall have the right to file a response to the material being placed in his/her personnel file and have the response included as part of that material.
- H. Any teacher will receive notification of any formal complaint made against him or her, and will be given a copy of the complaint if it is in writing.
- I. Written classroom teacher evaluations will be made using the form included as Appendix B in this Master Agreement. Written evaluations of others, such as counselors, librarians, speech teachers, occupational

therapists, social workers and psychologists, will not use the form included as Appendix B. A mutually agreed upon form will be developed to address these particular positions.

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

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:

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 his/her colleagues 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 his/her colleagues 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 his/her colleagues 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, Industrial Arts (excluding Drafting), Foreign Language. Twenty-six (26) maximum number of students assigned to each teacher per period; but the teacher, with administrative approval, may cooperate with his/her colleagues in the exchange and sharing of students in a particular subject to utilize the expertise of certain teachers. Total pupil load per teacher per day where class maximum is twenty-six (26) shall not exceed one hundred thirty-eight (138) without overload of Fifty Cents (\$.50) per student per day being paid.
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. Study Hall - one hundred (100) students per period. Study Hall overload shall be computed on Fifty Cents (\$.50) per day on each one third (1/3) student to full-time equated; i.e., three (3) students equal one (1) full-time student. Students will not be placed in study halls for the purpose of paying less overload.
5. Other subjects thirty-two (32) students per class. Total pupil load per teacher per day where class maximum is thirty-two (32) shall not exceed one

hundred seventy (170) without overload of Fifty Cents (\$.50) per student per day being paid.

6. Under no circumstances may the class maximum be exceeded by more than ten percent (10%).
7. 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, Speech, Home Economics, Industrial Arts (excluding Drafting), Foreign Language. Twenty-six (26) maximum number of students assigned to each teacher per period; but the teacher, with administrative approval, may cooperate with his/her colleagues in the exchange and sharing of students in a particular subject to utilize the expertise of certain teachers. Total pupil load per teacher per day where class maximum is twenty-six (26) shall not exceed one hundred thirty-eight (138) without overload of Fifty Cents (\$.50) per student per day being paid.
2. 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.

3. Study Hall - one hundred (100) students per period. If aides are used in Study Hall, this number may be increased by fifty percent (50%); but the aide must be assigned to a specific teacher with no other duties during the specified period. An aide will be assigned only by mutual agreement between principal and teacher. Study Hall overload shall be computed on Fifty Cents (\$.50) per day on each one- third (1/3) student to full-time equated; i.e., (three) 3 Study Hall students equal (one) 1 full-time student. Students will not be placed in Study Halls for the purpose of paying less overload.
 4. Other subjects, thirty-two (32) students per class. Total pupil load per teacher per day where class maximum is thirty-two (32) shall not exceed one hundred seventy (170) 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.
- 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. Adult Education

1. Twenty-six (26) maximum number of students assigned to each teacher per period.
 2. Under no circumstances may the class maximum exceed by more than ten percent (10%).
 3. Overloads will be computed starting with the third week of the first semester, and 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 working period.
 4. Overload pay shall be calculated at fifty cents (\$.50) per student per day for any class exceeding 26 students.
- F. The director of special education, or his/her designee, shall notify regular education teachers of students on specific special education teacher case loads when those students are scheduled into the regular education teachers' classroom(s). The special education teacher and the regular education teacher shall share in the responsibility of communicating with each other whenever a special education student is encountering difficulties within the regular education classroom.

Teachers of students who have been identified as section 504 eligibles 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.

- G. 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 his/her 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.
- H. Whenever a special education student is being placed in regular education programs through an IEPC, the following shall occur:
 - 1. Inservice 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, instructional aide 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 District 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 District 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 District 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 bargaining unit member 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 employee is reminded that he/she 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 Employer shall provide and maintain liability insurance on behalf of each bargaining unit member 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 Employer's insurance policies or one million dollars, whichever is greater.

ARTICLE 26. CALENDAR

- A. The school calendar will consist of the number of teacher days and student attendance days as indicated in Appendix A.
 - 1. The first day for teachers will be the Monday two weeks prior to Labor Day. In years when the Ogemaw County Fair begins that week, the first day for teachers will be the Monday prior to Labor Day. The first day of school for teachers will consist of meetings held by Central Office and curriculum development or curriculum council meetings in the morning. In the afternoon, the teachers will be in the building of their teaching station for building meetings.

The second day for teachers will be in the building of their teaching station and shall be used by the teacher for individual classroom preparation.

2. The first day for students will be the Wednesday following the first day for teachers.

See Appendix A for calendar schedules.

ARTICLE 27. FRINGE BENEFITS

- A. The Board shall provide without cost to the employee health/vision insurance coverage for a twelve (12) month period for the entire family.
- B.
 1. It is understood that the Board may open this Agreement for the express purpose of reviewing health/vision insurance bids with the Association. Change of carriers will be subject to negotiations with the Association.
 2. The bid from the carrier must be equal to or exceed the specifications as contained in this paragraph C. If the Association does not agree with the carrier after the bidding process takes place, the following shall apply:
 - a) A panel of three (3) evaluators shall be selected to determine whether or not the carrier's program meets or exceeds the specifications as bid, but does not provide less coverage than specified. The decision of this panel is final and binding on both parties.

- b) The Association shall select one (1) evaluator; the Board shall select one (1) evaluator; and these evaluators shall select a third member to deliberate on this panel.
- C. 1. Health Insurance MESSA Super Care I
- 2. Vision Insurance MESSA VSP1
- D. The Board shall provide the MESSA Dental Care Program (Delta Dental Plan C) for all employees of the bargaining unit and their eligible dependents, with internal/external Coordination of Benefits (COB).
- E. The Board shall provide Lafayette Life Insurance Company Long Term Disability Plan I for each employee. This shall include the following:
 - 1. Each regular, full-time person who is working at least twenty (20) hours per week and who has been employed on a regular, full-time basis for at least one (1) day is eligible.
 - 2. Qualifying Period: Ninety (90) days or expiration of sick days, whichever is greater.
 - 3. Monthly Benefit: Sixty-six and two-thirds percent (66-2/3%) of monthly salary up to a maximum benefit of Twenty-five Hundred Dollars (\$2,500.00) per month. Benefits, however, are subject to the combined maximum limit of sixty-six and two-thirds percent (66-2/3%).

- F. The Board shall provide \$10,000 Term Life with AD&D for each employee.
- G. Health/vision shall provide for direct billing and a reasonably recognized company identification card.
- H. Fringe benefits in this Contract shall be prorated for employees 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 employees in non-teaching assignments who are assigned less than a full workload. This applies to employees 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

- I. It is the responsibility of each teacher to apply for said insurance coverage. New teachers shall be enrolled on date of hire by the Board. No teacher shall be eligible for insurance coverage until enrolled on the policy. No

teacher will actually be covered by said insurance coverage until expiration of the waiting period, if any, and until the effective date of the coverage which shall be determined by the carrier. The Board is not responsible for benefits available under said insurance coverage for any period when the employee is not covered by the carrier.

- J. Changes in family status shall be reported by the employee to the business office within thirty (30) days of such change. (Exceptions shall be made in cases of extenuating circumstances.) The employee 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.
- K. Daytime adult education teachers shall become eligible for the fringe benefits contained within this Article commencing with the 1992-93 school year.

ARTICLE 28. EARLY RETIREMENT

- A. Provision for early retirement of an employee may be negotiated on an individual basis with the Association.
- B. Any bargaining unit member with twenty (20) years of service to the District shall receive \$5,000.00 per year up to five (5) years prior to the thirtieth (30th) year of service under the Michigan Public School Employees Retirement System. The following table illustrates the amount an individual qualifies for:

Years of Service to the District	Years Under MEPSERS	Amount to be paid
20	25	\$25,000.00
20	26	\$20,000.00
20	27	\$15,000.00
20	28	\$10,000.00
20	29	\$ 5,000.00

To qualify, a member must give sixty (60) days notice prior to the end of the school 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 of Education. 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 compensatory time or remuneration.

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

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

- D. Preparation periods for all certified personnel will be for the explicit and implicit purpose of preparing lessons, checking daily student work on tests, meeting with students, meeting with or calling parents, meeting with administration, preparing reports, or developing curricula.
- E. Preparation time for daytime adult education teachers will be equivalent to that afforded teachers in grades 9-12 on a weekly basis. All daytime adult education teachers shall be provided with a thirty (30) minute duty-free, uninterrupted lunch period.
- F. 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
- MachineShop/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.

- G. 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 employees for experience outside the District, but under no circumstances shall the Board grant credit for years of service for salary purposes exceeding the new employee's actual experience.
- B. No distinction shall be made as to the following:
 - 1. Degree status of the employee 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 employee.
- D. Fully vocational certified teachers with at least a B.A. degree who are teaching in their field of vocational certification shall be credited with the equivalent of fifteen (15) semester hours on the salary schedule, not to exceed MA + 30.

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

- E. Changes in teacher contracts which result in column advancements on the salary schedule will be reviewed by the Superintendent. It shall be the responsibility of the teacher to notify the Superintendent of any change in classification and to provide official evidence from the college or university of requirements completed. Transcripts do not constitute notification since these are not evaluated until requested by the teacher for change of salary status. Pay increases resulting from column advancements will be retroactive to the first day of the semester following the date of course completion as specified on the college credentials or transcripts. Pay increases shall not go further back than twelve months.
- F. Daytime adult education teachers employed by the District during the 1991-92 school year will be placed upon Step 1 1/2 for the 1992-93 school year if employed by the District. The salary shall be prorated based upon a contractual workday.

- G. 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.
- H. Teachers holding the MSW degree shall be placed on the MA+30 schedule.
- I. 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.

**SALARY SCHEDULE
1997-98**

Year	BA	BA+15	BA+30	BA+45 or MA	MA+15	MA+30
1	24,376	25,034	25,691	26,344	26,999	27,654
2	25,919	26,561	27,256	27,977	28,666	29,359
3	27,463	28,093	28,824	29,607	30,329	31,061
4	29,004	29,619	30,389	31,236	31,991	32,762
5	30,544	31,144	31,958	32,870	33,659	34,470
6	32,082	32,667	33,527	34,500	35,326	36,172
7	33,624	34,205	35,090	36,131	36,986	37,870
8	35,171	35,734	36,661	37,762	38,651	39,576
9	36,712	37,265	38,224	39,394	40,316	41,281
10		38,792	39,791	41,027	41,979	42,984
11		41,115	42,174	43,496	44,505	45,566
15		42,673	43,772	45,160	46,208	47,305
20			45,382	46,826	48,270	49,044
25				48,491	49,602	50,780

SALARY SCHEDULE**1998-99**

Year	BA	BA+15	BA+30	BA+45 or MA	MA+15	MA+30
1	25,622	26,300	26,977	27,649	28,324	28,999
2	27,212	27,873	28,589	29,331	30,041	30,775
3	28,802	29,451	30,204	31,010	31,754	32,508
4	30,389	31,023	31,816	32,688	33,466	34,260
5	31,975	32,593	33,432	34,371	35,184	36,019
6	33,559	34,172	35,048	36,050	36,901	37,772
7	35,148	35,746	36,658	37,730	38,611	39,521
8	36,741	37,321	38,276	39,410	40,326	41,278
9	38,328	38,898	39,886	41,091	42,040	43,034
10		40,471	41,500	42,773	43,753	44,789
11		42,863	43,954	45,316	46,355	47,448
15		44,468	45,600	47,030	48,109	49,239
20			47,248	48,746	50,233	51,030
25				50,461	51,605	52,818

SALARY SCHEDULE**1999-2000**

Year	BA	BA+15	BA+30	BA+45 or MA	MA+15	MA+30
1	26,751	27,450	28,147	28,839	29,534	30,229
2	28,389	29,070	29,807	30,571	31,303	32,059
3	30,027	30,695	31,471	32,301	33,067	33,844
4	31,661	32,314	33,131	34,029	34,830	35,648
5	33,295	33,931	34,795	35,763	36,600	37,460
6	34,926	35,558	36,460	37,492	38,369	39,266
7	36,563	37,179	38,118	39,222	40,130	41,067
8	38,204	38,801	39,785	40,953	41,896	42,877
9	39,838	40,425	41,443	42,684	43,662	44,686
10		42,046	43,106	44,417	45,426	46,493
11		44,509	45,633	47,036	48,106	49,232
15		46,163	47,329	48,801	49,913	51,077
20			49,026	50,569	52,100	52,921
25				52,335	53,514	54,763

**ARTICLE 31. PAY FOR
SUPPLEMENTARY SERVICES**

- A. Interscholastic sports will be paid positions and shall be defined as sports that follow State guidelines and participate 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. Playdays between school districts are acceptable.
- C. Should any member of the bargaining unit be employed beyond the number of teacher days included in Appendix A in a given school year, he/she shall receive his/her 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.

Supplementary Service Pay Schedule

Athletic Trainer - per season	6%
Band Director - High School	8%
Band Camp - High School Director	\$1500
Band Director - Middle School	3%

Baseball	
Head Varsity	8%
Junior Varsity	6%
Freshman*	3%
Basketball	
Head Varsity (Boys or Girls)	10%
Junior Varsity (Boys or Girls)	7%
Freshman (Boys or Girls)	7%
Middle School (Boys or Girls)	7%
Business Professional Assoc. (BPA)	5%
Cheerleading - High School - Fall	
Varsity	4%
Junior Varsity	3%
Freshman	2%
Cheerleading - High School - Winter	
Varsity	4%
Junior Varsity	3%
Freshman	2%
Cheerleading - Middle School	2%
Choir	
High School	3%
Middle School	2%
Class Advisor:	
Freshman	2%
Sophomore	2%
Junior	3%
Senior	4%
Cross Country (Boys or Girls)	8%
Debate	5%
FFA	5%
FHA	5%

Football	
Head Varsity	10%
Head Junior Varsity	7%
Head Freshman	7%
Assistants (includes Varsity, Junior Varsity & Freshman)	7%
Forensics	2.5%
Golf	8%
HOSA	5%
Knowledge Bowl	2%
Machine Shop Equipment Maintenance	10
NHS	3
Plays - High School	5%
Soccer (Boys or Girls)	8%
Softball	
Varsity	8%
Junior Varsity	6%
Freshman*	3%
Student Council	
High School	2%
Middle School	2%
Swimming (Boys or Girls)	
Head	8%
Assistant	6%
Track	
Head (Boys or Girls)	8%
Assistant (Boys or Girls)	6%
Middle School (Boys or Girls) **	3%
Middle School Assistant (Boys or Girls) ***	2%
Varsity Club	2%

Volley ball	
Varsity	8%
Junior Varsity	6%
Freshman	6%
Wrestling	
Head	8%
Assistant	6%
Yearbook Advisor - High School	6%
Co-Op Student Supervisor ****	\$50
Driver Education:	
1997-98	\$14.00 per hr.
1998-99	\$15.00 per hr.
1999-2000	\$16.00 per hr.

* Based upon a reduced season consisting of nine play dates (18 games maximum) and beginning after spring vacation and ending by Memorial Day.

** 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.

**** Per student placed and supervised per semester.

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

- A. A teacher who substitutes on his or her conference (preparation) period or lunch period for another teacher will be compensated at his/her regular hourly rate (teaching salary divided by the number of teacher days,

divided by 7 [hours]). Pay for fractions of an hour will be prorated.

- B. It is expressly understood that teachers substitute for other teachers during their conference (preparation) period or lunch period on a voluntary basis.
- C. A teacher who substitutes for another teacher while someone else covers the original teacher's class (Teacher A substitutes for Teacher B while Teacher C covers Teacher A's class or classes) will receive pay based upon the current substitute teacher rate, prorated according to the number of classes involved.
- D. A teacher who covers his or her class plus another teacher's class AT THE SAME TIME will be compensated at one-half of his or her hourly rate (determined as in letter A, above).
- E. Support teachers (special education and Title 1) who substitute for a regular education teacher will receive pay based upon the current substitute teacher rate, prorated according to the number of classes involved.
- F. When the support teacher is removed from his/her regular support assignment with a regular education teacher, the regular education teacher will receive additional pay based upon the current substitute teacher rate, prorated according to the number of classes involved.
- G. In situations where students leave a regular education classroom and go to a support teacher, and the students remain in the regular classroom due to the absence of

the support teacher (i.e., no substitute is secured for the support teacher), the regular education teacher will receive additional pay based upon the current substitute teacher rate, prorated according to the number of classes (hours) involved AND the number of classrooms sending students to the support teacher during the time in question.

- H. Teachers substituting in the above situations will be given the option of recording time devoted to substituting as compensatory time subject to limitations established by law. (Earned compensatory time may be used at the discretion of the teacher.)
- I. The following procedures will apply to compensatory time:
 - 1. Comp time will be earned at the rate of one hour of comp time per class period involved, with one day being equal to 7 hours of comp time; partial periods will be prorated.
 - 2. Each teacher may carry over a maximum of five (5) days of comp time from one school year to the next.
 - 3. Comp time in excess of the maximum accumulation will be paid out to the teacher at the end of the school year at the current substitute rate upon request of the teacher.
 - 4. Accumulated comp time will be paid out to the teacher at the current substitute rate upon the teacher leaving the District's employ upon request

of the teacher. The building principal must approve of 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 preparation periods. Support teachers will be used as a last resort for substituting purposes.

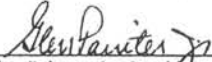
ARTICLE 33. DURATION OF AGREEMENT

This Agreement shall be effective on **July 1, 1997** and shall remain in full force and effect without change, addition, or amendment from this date to **June 30, 2000**.

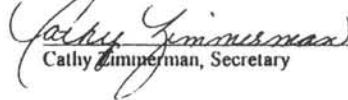
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of this 5th day of September, 1997.

WEST BRANCH-ROSE CITY
AREA SCHOOL DISTRICT

WEST BRANCH-ROSE CITY
EDUCATION ASSOCIATION


Glen Painter, Jr., President


Michael Eagan, President


Cathy Zimmerman, Secretary


Brian Martin, Chief Spokesman

Board Team:

Lee Ward, Superintendent
Terry McLaren
Glen Painter
Cathy Zimmerman

Association Team:

Brian Martin, Chief Spokesman
Mike Eagan
MaryAnn North
Sally Jo Crawford

ARTICLE 34 - SENIORITY LIST

WEST BRANCH-ROSE CITY AREA SCHOOLS 9-5-97

NAME	DATE OF HIRE
Pugh, Michael	7-1-68
Cole, Rose Mary	9-1-69
Pugh, Ellen (Child Care Leave 1977-78)	7-1-68*
Kimble, David	9-26-69
Allison, P. Lynn	9-1-70
Baker, Irene	9-11-70
Overholt, Richard	9-11-70
Short, Randy	10-19-70
Perry, Nancy	3-1-71
Tuttle, Jim	3-1-71
Rutyna, Dennis	6-4-71
Cascadden, Allen	7-9-71
Petersen, Walter	8-1-71
Taylor, Richard	9-1-71
Green (Card), Kathryn (Child Care Leave 1975-76, 1976-77)	9-15-69*
Fegan, Rodney	9-19-71
Richards, Jamie	6-1-72
Powell, Carol	8-8-71
Surline, Nancy	8-16-72
Surline, Randy	8-16-72
Keffer, Linda	8-21-72
Clayton, Gerald	8-31-72
Delemeester, Linda	8-31-72
Inman, William	8-31-72

Green, Mary Jo (Child Care Leave 1973-74, 1975-76)	9-15-69*
Gemmill, Ronald	4-1-73
Coe, Harriet	7-19-73
Hughey, Sueann	8-1-73
Kemmis, Sally	9-4-73
Bellor, Debra	9-21-73
Pauley, Leah R.	1-25-74
Bunch, Thomas	8-1-74
Martin, Brian	8-28-74
Haviland, Sandra	11-4-74
Plude, James	12-2-74
Durham, Raymond	8-13-75
Eagan, Michael	7-6-76
Runyan, Peggy	9-1-76
Allred (Swartz), Toni	5-1-77
Eagan, Katherine	8-1-77
Neubecker, Patricia	9-1-77
Dozzi, Ann	9-26-77
Chernenkoff, Dee	10-7-77
VanOosten, Patricia	8-7-78
Brunner, Lorri	8-7-78
Johnson, Rita	10-23-78
Fegan, Ila (Child Care Leave 1980-81; No available position 1981-82)	6-1-77
Funsch, Ruth	8-3-79
Hawkins, John	8-28-79
Robinson, Karen	8-30-79
Hughey, Douglas	8-31-79
Rase, William	9-4-79
Bellor, Lawrence	2-20-80

Money, Jack	5-1-80
Kimble, Cynthia	8-28-80
Short, Jane	10-23-80
Logan, Robert	8-27-82
Lee, Sandra	1-17-83
Durham, Adrien	7-6-83
Lehman, Jane	8-4-83
Rossi, Dolores	8-4-83
Streeter, Ardis	8-17-83
Curtis, Mary Jo (Medial Leave 11-24-93 to 9-19-96)	8-30-82*
Petersen, Elizabeth	2-13-84
Braidwood, Marcia	8-21-84
Cooper (Dalton), Kathy	8-21-84
Inman, Darla	8-30-84
Dabrowski-Schliter, Barbara (General Leave 1997-98)	9-13-84*
Brindley, Lori	9-14-84
Warnecke, Emily	9-14-84
Bartman, William	7-16-85
Crawford, Sally	7-16-85
Kruch, Rhonda	8-29-85
Katterman, Barbara (Child Care Leave 11-1-94 thru 8-18-95)	8-18-85*
DeMatio, Gregory	12-9-85
Trudell, Bibiana	12-16-85
Pryer, Karlene (General Leave 1987-88)	6-19-85*
Sproull, Carol (Medical Leave 8-28-89 thru 6-90; General Leave 1-8-93 thru 1-3-94)	6-18-85*

Inch, Christine	8-19-86
Roberts, Martha	8-25-86
Stoneback, Maryalice	8-26-86
Janisch, Chris	9-4-86
Clelland, Isaac	9-5-86
Ervans, Linda	2-10-87
Michalke, Paul	7-6-87
Grezeszak, Douglas	7-6-87
Grezeszak, Lori	7-6-87
Farmer, Linda (Child Care Leave 3-3-91 to present)	7-15-87*
North, MaryAnn	8-11-87
Pennell, Deb	8-17-87
Kurtz, John	8-24-87
Buhlman, Diane	8-30-87
Bartman, Anita	9-8-87
Odette, Russell	9-8-87
Frank, Richard	1-20-88
Rohr, Jean (General Leave 1992-93)	1-26-87*
McClintic, Betty	6-27-88
Dame, Frank	7-18-88
Foster, William	7-20-88
Nothdruff, Mark	7-21-88
Novak, Kristine	7-22-88
Clark, Tami	8-5-88
Foster, Karrie	8-15-88
Lyk, John	8-15-88
Edward, George	8-22-88
VanOosten, Glenda	9-1-88
Yost, David (General Leave 1994-95)	9-8-87*

Gillett, Diane	1-23-89
Butcher, Michelle (Child Care Leave 1993-94, & 4-9-96 to 1-13-97)	1-25-88*
Permoda, Anne	1-26-89
Wiegerink, Patricia (Child Care Leave 4-8-96 to 6-4-96)	2-21-89*
Woods Ward, Karen	6-29-89
Caldwell, Linda	7-21-89
Vigus, Rebecka	8-17-89
Friday, Darlene	8-23-89
Zawacki, Raymond	8-24-89
Zawacki, Patricia	8-29-89
Retherford, Jill (Child Care Leave 3-5-97 to 5-12-97)	9-1-89*
Garnett, Judi	10-18-89
Ward, Lee H.	12-6-89
Carroll, John	12-21-89
Hughey, Gail (Child Care 1-15-97 to 6-5-97)	1-8-90*
Mallard, James	1-17-90
Bergevin, James	7-5-90
Scheel, Kathleen	7-5-90
Mier-Beehler, Annette	7-5-90
Budge, Jeffrey	7-5-90
Schnetzler, Jody	7-17-90
Matthews (Briggs), Pamela	7-17-90
Kaczmarek, Colleen	8-27-90
Butler, Patricia	10-15-90
Stevens, Robert	1-2-91
Orlando, Stefan	6-18-91
Money, Julie	6-18-91

Beamish, Deborah	6-18-91
McDonnell, Pat	6-27-91
Lebzelter , Tamara (Child Care Leave 9-6-96 to 2-10-97)	7-2-91*
Abraham-Griffin, Brenda (Child Care Leave 1-29-97 to 4-7-97)	7-16-91*
Volesky, Amber	7-16-91
Walby, David	8-21-91
Manning, Carla	7-9-92
Rittershofer, Olive	8-18-92
Powley, Christopher	7-20-93
Ball, Jennifer	8-23-93
Bunnell, Cara	8-23-93
Curtis, Kathryn	12-20-93
Ruppert, Brent	2-9-94
Hrobak, Linda	7-19-94
Elliott, Donald	8-22-94
Fitzpatrick, Margaret	8-22-94
Rogers, Stacia	8-22-94
Sellers, Leslie	8-22-94
Rousselo, Randal	16-19-95
Campbell, Sally	8-21-95
Reigle, Anna	8-21-95
Stierle, Tammy	8-21-95
Langworthy, Gerald	8-21-95
Moore, Tara	8-30-95
Kurtz, Susann	9-7-95
Scott, Jon	2-5-96
Coe, Dalton	7-15-96
Eno, Kathy	7-15-96
Hansen, Tim	7-15-96
Petrie, Shawn	8-19-96

Woznicki-Likavec, Marie	8-19-96
Rose, Laurie	8-19-96
Akin, Kelly	8-19-96
Erickson, Neal	9-9-96
Garma, Richard	1-6-97
Matthews, Tammy	1-15-97
Reasner, Dayna	6-16-97
Ret, Caroline	6-24-97
Gildner, Stacy	6-24-97
Smiley, Sheila	7-7-97
Fox, Jonathan	8-21-97
McNally, Peter	8-21-97
Shields, Lanae	8-21-97
Hysell, Timothy	8-21-97

*Leave affects placement on seniority list.

APPENDIX A - 1997-98 SCHOOL CALENDAR

1997-1998
School Calendar

AUGUST					SEPTEMBER					OCTOBER																			
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F															
(Teacher Days) <u>7</u>	18	19	20	<u>21</u>	<u>22</u>	<u>23</u>				1	2	3	4	5	6	7	8	9	10										
(Student Days) <u>5</u>	25	26	27	28	29	<u>27</u>				15	16	17	18	19	<u>20</u>	<u>21</u>				13	14	15	16	17	20	21	22	23	24
										22	23	24	25	26	<u>27</u>					27	28	29	30	31					
										29	30																		
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	1	2	3	4	5	1	2	3	4	5														
<u>17</u>	10	11	12	13	<u>14</u>	<u>15</u>				8	9	10	11	12	<u>20</u>	5	6	7	8	9									
	17	18	19	20	21	<u>15</u>				15	16	17	18	19	<u>19</u>	12	13	14	15	<u>16</u>									
	24	25	26	<u>27</u>	<u>28</u>					<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>		19	20	21	22	23									
										<u>29</u>	<u>30</u>	<u>31</u>				26	27	28	29	30									
FEBRUARY					MARCH					APRIL																			
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F															
<u>20</u>	2	3	4	5	6	2	3	4	5	6	1	2	3	4	5														
<u>10</u>	9	10	11	12	13	<u>14</u>	<u>15</u>			9	10	11	12	13	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>	<u>21</u>										
	16	17	18	19	20	<u>21</u>	<u>22</u>			16	17	18	19	20	<u>17</u>	13	14	15	16	17									
	23	24	25	26	27					23	24	25	26	27		20	21	22	23	24									
										30	31					27	28	29	30										
MAY					JUNE					September 1		Labor Day																	
M	T	W	T	F	M	T	W	T	F																				
<u>20</u>	4	5	6	7	8	4				1	2	3	<u>4</u>	5	September 1	Labor Day													
<u>10</u>	11	12	13	14	15	<u>3</u>				8	9	10	11	12	November 27	Thanksgiving													
	18	19	20	21	22					15	16	17	18	19	December 25	Christmas													
	<u>23</u>	26	27	28	29										January 1	New Year's Day													
															April 10	Good Friday													
															May 25	Memorial Day													

Holidays 182 Student Days
 Holidays 187 Teacher Days
 Vacation Period, Holiday, or other non-working day
 Non-student day

August 15, 1997 First Student Day
June 3, 1998 Last Student Day
August 21, 1997 First Teacher Day
June 4, 1998 Last Teacher Day

APPENDIX A - 1998-99 SCHOOL CALENDAR

1998-1999
School Calendar

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

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

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

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

	September 7	Labor Day
	November 26	Thanksgiving
	December 25	Christmas
	January 1	New Year's Day
	April 2	Good Friday
	May 31	Memorial Day

○ Holidays	<u>183</u> Student Days
	<u>188</u> Teacher Days
<input checked="" type="checkbox"/> Vacation Period, Holiday, or other non-working day	<u>August 26, 1998</u> First Student Day
<input type="checkbox"/> Non-student day	<u>June 3, 1999</u> Last Student Day
	<u>August 24, 1998</u> First Teacher Day
	<u>June 4, 1999</u> Last Teacher Day

APPENDIX A - 1999-2000 SCHOOL CALENDAR

1999-2000
School Calendar

AUGUST					SEPTEMBER					OCTOBER					
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	
(Teacher Days) <u>7</u>	16	17	18	19	20	⑥	7	8	9	10	4	5	6	7	8
(Student Days) <u>5</u>	<u>13</u>	<u>14</u>	25	26	27	13	14	15	16	17	11	12	13	14	15
Days) <u>10</u>	10	11				20	21	22	23	24	18	19	20	21	22
						27	28	29	30		25	26	27	28	29
NOVEMBER					DECEMBER					JANUARY					
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	
<u>19</u>	8	9	10	11	6	7	8	9	10	10	11	12	13		
<u>18</u>	<u>15</u>	16	17	18	13	14	15	16	17	17	18	19	20		
	22	23	24	25	20	21	22	23	24	24	25	26	27		
	29	30			<u>27</u>	<u>28</u>	<u>29</u>	<u>30</u>	<u>31</u>	31					
FEBRUARY					MARCH					APRIL					
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	
<u>21</u>	1	2	3	4	6	7	8	9	10	10	11	12	13		
<u>21</u>	7	8	9	10	13	14	15	16	17	17	18	19	20		
	14	15	16	17	20	21	22	23	24	24	25	26	27		
	21	22	23	24	27	28	29	30							
	28	29													
MAY					JUNE					September 6	Labor Day				
M	T	W	T	F	M	T	W	T	F	November 25	Thanksgiving				
<u>22</u>	1	2	3	4	5	6	7	8	9	December 25	Christmas				
<u>22</u>	15	16	17	18	12	13	14	15	16	January 1	New Year's Day				
	22	23	24	25	19	20	21	22	23	April 21	Good Friday				
	<u>29</u>	30	31		26	27	28	29	30	May 29	Memorial Day				

- Holidays
- ⑥ First Student Day
- ⑦ Last Student Day
- ⑧ First Teacher Day
- ⑨ Last Teacher Day
- ☐ Vacation Period, Holiday, or other non-working day
- L7 Non-student day

APPENDIX B - TEACHER EVALUATION
West Branch - Rose City Area Schools

Date: _____
 Teacher _____
 Subject/grade: _____
 Observations: _____

1 Satisfactory	2 Needs Improvement
3 Unsatisfactory	4 Not observed

I. Instructional Performance and Teaching Characteristics

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

- J. Provides opportunity for higher-level thinking skills — — — — —
- K. Provides conditions that stimulate and motivate students — — — — —

General Observations and/or Guidelines for Improvement.

II. Classroom Organization and Management

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

General Observations and/or Guidelines for Improvement:

III. Human Relations

- | | 1 | 2 | 3 | 4 |
|---|----------|----------|----------|----------|
| A. Relates effectively with associates | — | — | — | — |
| B. Complies with rules and regulations | — | — | — | — |
| C. Gains confidence and respect from students | — | — | — | — |
| D. Communicates effectively with parents about student progress | — | — | — | — |
| E. Maintains and promotes the building's goals and objectives | — | — | — | — |

F. Maintains and promotes the school district's goals and objectives _____

General Observations and/or Guidelines for Improvements:

IV. Professional Behavior

1 2 3 4

A. Maintains neat personal appearance _____

B. Uses good judgment and tact _____

C. Is punctual _____

D. Is reliable _____

E. Attends work regularly _____

F. Demonstrates flexibility _____

General Observations and/or Guidelines for Improvement:

Summary Comments and Recommendations:

**Overall Evaluator's Observations About Employee
(Check one)**

Satisfactory Needs Improvement
 Unsatisfactory

If Needs Improvement or Unsatisfactory is checked
a Professional Development Plan must be attached.

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

Teacher _____

Date: _____

Administrator _____

Date: _____

cc: Personnel File6-8-92
Teacher Revised 4-15-97
Administrator

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 _____

LETTER OF UNDERSTANDING

EARLY CLOSING - EFFECT ON RETIREMENT

Pursuant to the provisions of the parties' addendum to their July 1, 1993, through June 30, 1994, collective bargaining agreement ratified on or about May 16, 1994, relative to the closing of school on May 20, 1994, the following language from the addendum shall apply:

Any teacher retiring in subsequent years whose final average salary is affected by the 1993-94 wage loss shall be provided an additional eleven (11) days of work as a consultant, or in another professional capacity, and be paid 5.95% of their salary from the 1993-94 salary schedule.

This Letter on Understanding expires on June 30, 1998.

(1992-93 and 1993-94 Salary Schedule continued on next page.)

Salary Schedule for 1992-93 and 1993-94

Year	BA	BA+15	BA+30	BA+45 or MA	MA+15	BA+30
1	21,695	22,297	22,898	23,496	24,095	24,695
2	23,107	23,694	24,330	24,990	25,620	26,255
3	24,519	25,097	25,765	26,483	27,143	27,813
4	25,930	26,492	27,197	27,973	28,663	29,369
5	27,339	27,888	28,633	29,468	30,190	30,932
6	28,748	29,291	30,069	30,959	31,716	32,489
7	30,158	30,690	31,500	32,452	33,235	34,044
8	31,574	32,088	32,937	33,945	34,758	35,605
9	32,984	33,490	34,368	35,439	36,283	37,166
10		34,887	35,802	36,933	37,804	38,723
11		36,287	37,238	38,424	39,329	40,280
15		37,686	38,672	39,918	40,857	41,841
20			40,107	41,412	42,707	43,402
25				42,906	43,902	44,959



