

MASTER AGREEMENT

between

WEST BRANCH – ROSE CITY
AREA SCHOOL DISTRICT

and the

WEST BRANCH – ROSE CITY
EDUCATION ASSOCIATION

2025-2027

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AGREEMENT

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

ARTICLE 1. Recognition

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all teaching personnel, including teachers, counselors, school social workers, school speech pathologists, school occupational therapists, early-on coordinators employed by the West Branch-Rose City Area Schools including fully certificated and permit teachers, but excluding supervisory and executive employees, substitute teachers, office, clerical, and other employees. The term “teachers”, when used hereinafter in this Agreement, shall refer to all teachers represented by the Association in the bargaining unit as above defined, and reference to male teachers shall include female teachers. The term “Board” shall include its officers and agents.
- B. The Board agrees not to negotiate with any teachers’ organization other than the Association for the duration of this Agreement.

Article 2. Association and Teacher Rights

- A. Nothing contained herein shall be construed to deny or restrict any teacher of rights afforded by laws and/or regulations.
- B. The Association and its representatives shall have the right to use the school buildings upon requisition approved by the building principal.
- C. The Association shall have the right to use school facilities and equipment, including typewriters, duplicating equipment, computers, calculating machines, and audiovisual equipment at reasonable times, when such equipment is not otherwise in use, provided they have the approval of the building principal. The Association shall not use materials of the District unless arrangements are made to purchase such materials.
- D. The Association shall have the right to post notices of its activities and matters of Association concern on teacher Association bulletin boards provided such notices are not controversial in nature and relate to normal routine Association business of the West Branch-Rose City Education Association. The Association may use the teacher mailboxes for communication to teachers. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.
- E. Upon request in writing by the Association the following reports shall be made available, if the report is completed, and in possession of the school system:
 - 1. Annual Financial Report for the year ending June 30, after completion of the audit.’
 - 2. Copy of the budget that is presented for adoption by the Board.

3. List of personnel covered by this Agreement, including salaries, degree and years of experience in the system and out.
 4. Information on revenue of the District for the current fiscal year.
 5. Current monthly financial report.
 6. Minutes of the Board meetings are available in the administration office and may be reviewed by the Association. The Association shall reimburse the Board for the extra expenses incurred when furnishing information or making records available.
- F. Employees may choose to pay their Union membership dues by payroll deduction if allowed by law. The Union will notify the District of the amount to be deducted for each employee, along with the authorization from each employee opting for payroll deduction by August 15 each year. The dues will be deducted in equal installments over twenty (20) pays beginning with the first pay of September. The District will remit the collected fees from the payroll deductions to the Union within ten (10) days of collection along with a report indicating the amounts attributable to each employee.
- G. 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 execute management and administrative control of the school system and its properties and facilities, and the activities of its employees.
 2. To hire all teachers, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such teachers.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement 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 thereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

Article 4. Teaching Conditions

- A. Teachers shall not be under obligation to supervise a spectator bus to athletic events.
- B. Teachers will not be required to drive buses.

- C. The Board shall make available in each school adequate restrooms and lavatory facilities for teacher use and at least one (1) room appropriately furnished, which shall be reserved, for the use as a faculty workroom. Provision for such facilities will be made in all future buildings.
- D. Existing telephone facilities shall be made available to teachers for use in conducting school business.
- E. Parking facilities shall be provided for each teacher's use.
- F. Beginning teachers shall be given special consideration in regard to number of preparations and class size.
- G. Work at athletic games outside of regular school hours shall be on a voluntary basis.
- H. The Board will not require teachers to report for work on days/hours school is called off due to road conditions or other causes. Should State statutes or regulations change, the parties will comply with the new statute or regulations. Any required make up days or hours will be at no added cost to the District.
- I. The Board shall provide for each teacher a separate desk and a locked file cabinet, or secured storage space in each building to which they are assigned.
- J. Teachers will be provided supplies for their teaching assignments. Supplies and equipment will be ordered on a timely basis so as to be available when they are needed. If the supplies are not available four (4) weeks prior to their need, the teacher will advise the principal who will advise central office. Central office will make reasonable efforts to obtain said materials from another vendor. Defective supplies will be returned to central office for appropriate credit and replacement.
- K. Subject to the provisions of Board policy, teachers may obtain a key to the outside entrance door of the school the teacher is assigned to for use during the school year.
- L. Teachers in grades K-4 shall be provided two (2) half-day release times at the end of the first and second marking periods for card marking and record keeping.
- M. Principals of each building and EA representatives shall mutually agree to establish an appropriate and reasonable professional dress code for staff.

Article 5. Vacancies, Transfers and Assignments

A. Transfers

A transfer is defined as a change between school buildings.

B. Assignments

1. A change in assignment is defined as a change within a building.
2. All teachers shall be given notice of their tentative assignments for the forthcoming year by the last day of school. If a change in their tentative assignment occurs, each teacher affected shall be notified as soon as possible.
3. Should an involuntary change in a full-time assignment be necessary after the start of the school year, the teacher will be compensated four hundred (\$400) dollars in lieu of being provided release time for preparation of curriculum, etc.

4. Supplementary Services:
 - a. All reimbursement for supplementary duties shall be made according to Schedule B.
 - b. No duty position shall be assigned to any teacher without their consent.
 - c. If there is a vacancy in a supplementary duty position, appropriate notices should be posted and members of the bargaining unit shall be allowed to make application and receive first consideration provided they are as well or better qualified. If no Association member applies for the position the Board may seek volunteers without pay for the vacant position for that school year. The Board reserves the right not to fill the posted position.
 - d. Assuming satisfactory performance in the position as determined by the Board of Education, incumbents shall be given the opportunity to remain in the position unless there are other candidates with notably superior qualifications. (Exception: Class Advisors).
 - e. Teachers in the bargaining unit who have written applications in applying for a vacant position shall receive written notifications as to the decision within five (5) school days following the decision and before public announcement.
- C. Procedure
 1. Vacancies shall be emailed electronically by the school network and posted on the school website for (10) calendar days.
 2. After August 1, the Administration may fill any opening regardless of the ten (10) calendar days waiting period.
- D. Vacancies
 1. A vacancy under this provision is defined as a bargaining unit position that the District intends to fill. Individuals may request consideration for an assignment or transfer to any of these positions. All remaining vacancies will be posted.
 2. The Board agrees to consider certification, distinguishing factors of qualification as defined in Article 28E, and length of service to the school system for any transfer requests and internal applications prior to hiring an outside applicant. If an internal candidate is not selected, the administration will make a personal contact (phone call or in person, preferably in person) to discuss the basis for the non-selection.
 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 shall be filled on a temporary basis until the end of the school year, at which time the position shall be declared vacant and posted.
 4. Teachers may be transferred due to scheduling needs. Transfers will be made on a voluntary basis whenever possible. In the case of involuntary transfer, the consideration and wishes of the individual will be honored to the extent that this consideration does not conflict with the requirements of the school.

Article 6. Seniority

- A. Beginning the 2025-26, teachers hired into the bargaining unit shall be placed on the seniority list on their first day of work in the bargaining unit in the regular school calendar from their most recent date of hire.
- B. A seniority list shall be maintained by the district. Teachers shall be ranked in order of seniority. Said seniority list shall be emailed to each bargaining unit member by October 15 each year. Corrections shall be brought to the attention of the administration and Association President for review by November 15 each year. After mutual agreement, the list shall be final.
- C. If there is a "tie" on the seniority list, the tie shall be broken according to the last four digits of the social security number, with the person having the lowest number having the greatest seniority and proceeding in a similar manner until all persons with the tie are assigned a seniority position.
- D. All seniority shall be lost when a teacher retires, resigns, or is discharged. Seniority shall be frozen if the teacher transfers to a non-bargaining unit position in the District for two (2) years or less. If they return to the bargaining unit within the two years, they shall be entitled to such rights as they may have had under this Agreement at the point that they left the unit.
- E. Seniority shall continue to accrue during layoffs of up to two years, unpaid leaves of less than one (1) school year, and the full duration of a qualified military duty leave.

Article 7. Daily Leave

- A. Each teacher shall be credited with a twelve (12) day leave allowance at the beginning of each school year to be used for absences caused by illness or physical disability to the teacher, illness in family (limited to nine (9) days per year unless the absence qualifies under FMLA or an exception is granted by the superintendent), or for personal business. Family is defined as child, parent, spouse or domestic partner, grandparent, grandchild, sibling or an individual related by blood or whose close association with the employee is the equivalent of a family relationship. These leave days will be prorated by actual workdays if the teacher is hired after the school year begins or resigns prior to the end of the school year. Leave time will not accrue before the first teacher day of the school year.
- B. Beginning 2025-26, teachers will be allowed a maximum accumulation of ninety (90) days of leave. Teachers who have more than 90 days in their leave bank as of June 30, 2025 will be grandfathered at that amount for their accumulated leave cap. If they drop to 90 days or below, their new cap will be 90 days.
- C. Teachers who are above 90 days or their grandfathered maximum accumulation at the end of the school year under section B due to the credit of the twelve (12) days under section A for that year, will be paid for these excess accumulated leave days above the teacher's designated maximum at the current third-party substitute rate (currently \$125 per day). The payment will be made on the last pay in June.

- D. Documentation regarding an absence of three (3) consecutive days or more may be required by the Board. If required by law, the employer will reimburse out-of-pocket expenses the employee incurs in obtaining the documentation.
- E. The Board will allow the following leave days without charge against the teacher's allocated leave allowance:
 - 1. Teachers required to report for jury duty or as a result of a subpoena to appear in court (unless such subpoena is served by the Association or any of its attorneys or representatives) shall receive their regular rate minus any sums allocated from the court or as a fee for appearing unless the requirement to appear in court is their own personal situation.
 - 2. Visitations to other schools, conferences and conventions approved by the Administration.
 - 3. Time necessary to take selective service exams.
 - 4. Absence with mumps, scarlet fever, measles, chicken pox, scabies, lice, strep, or pink eye.
 - 5. A maximum of three (3) days per occurrence for death in the immediate family. (Time may be extended for long distance upon request). A maximum of five (5) for the death of spouse or child. Immediate family shall include the teacher's spouse, children, grandchildren, parents or foster parents, parents-in-law, grandparents, brothers, sisters, or any person for whose financial or physical care the teacher is principally responsible.
 - 6. When a student (or parent/guardian of a student) passes away, one teacher representative shall be allowed to attend the funeral and shall not be charged a day to attend.
- F. A teacher planning to use a personal business day shall arrange with the teacher's principal at least one (1) day in advance.
 - 1. Requests for personal business days of one to two (1-2) days in length will require a written statement of "personal business" only.
 - 2. Requests for personal business days of three (3) consecutive days or more will require specific reasons for consideration by the principal.
 - 3. No personal business/leave days are to be used for the purpose of vacation.
- G. The District administration will develop a standard form for leave days that will be used in each building.
- H. Any teacher who has completed fifteen (15) or more years of service in this bargaining unit and whose employment with the Board is severed due to death (paid to the employee's estate) or retirement under the Michigan Public School Employees Retirement system, shall receive one (1) day's pay at the current third-party substitute rate (currently \$125 per day) for every two (2) days of accumulated leave.

The payment under this section is understood by the parties to qualify as a nonelective employer contribution under the internal revenue code in order to exempt the payment from FICA contributions. As such and for as long as it qualifies, all payments will be made

exclusively to an IRS qualified 403B plan of the teacher's election that is available in the business office. If the internal revenue code limit for the tax year toward section 403B plans will be exceeded for a teacher by payment of the foregoing, that portion of the payment creating the excess will be delayed until the first month of the next tax year.

Article 8. Sabbatical Leave

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

A. Qualifications

1. The teacher must possess a Michigan Life, Permanent, or Continuing Certificate and has attained a B.A. plus level on the salary schedule.
2. Sabbatical leaves may be granted by the Board upon recommendation of the Superintendent after receiving the recommendation of a committee, which will be appointed to review all applications. The committee will consist of six (6) members: three (3) appointed by the Superintendent and three (3) appointed by the Association. The committee shall consider, among other qualifications, the following: need of specialized teacher, benefit to the Board and aptitude of teacher to curriculum.
3. Any applicant for sabbatical leave of absence shall file with the application form an outlined program for the period requested for Sabbatical leave. This plan shall be indicated on an attached statement and include details for either study in an approved college or university, or a problem or project (research, writing, travel to be pursued independently by the applicant).
4. Sabbatical leaves granted shall not exceed one percent (1%) of the total certified staff in that current year.
5. Sabbatical leave shall not exceed two (2) semesters.

B. Salary Protection

1. A teacher on sabbatical leave will be paid up to fifty percent (50%) of the teacher's scheduled salary. However, the teacher may apply for an unpaid sabbatical leave.
2. A teacher granted such leave shall advance on the salary schedule the same number of steps the teacher would have advanced had the teacher been on the staff in the West Branch-Rose City Area School District.

C. Status While on Sabbatical Leave

A teacher on sabbatical leave shall be considered to be in the employment of the West Branch-Rose City Area School District and shall have a contract and shall be provided insurance coverage. However, the West Branch-Rose city Area School District shall not be held liable for death or injury sustained by any teacher while on sabbatical leave.

D. Status Upon Return from Sabbatical Leave

A teacher, upon return from a sabbatical leave, shall be restored to the teacher's former position if possible, or a position of like nature, retirement status and seniority.

Article 9. Military Leave

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

Article 10. Unpaid Leaves of Absence

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

Article 11. General Provisions for Leave

- A. Request for leaves shall be in writing.
- B. All leaves shall be limited to one (1) year except military and childcare. Extensions shall be at the will of the Board.
- C. In cases other than military, written notice of intention to either return or resign shall be given to the Superintendent by April 1 of the year in which the leave expires.
- D. All leaves, except military, shall be granted by Board or Superintendent action.
- E. With the exception of return rights governed by law for those on military leaves, re-employment during the school year shall be at the discretion of the Board. Upon return at the beginning of a new school year a teacher shall be assigned to a position for which the teacher is qualified/certified, if a vacancy exists.
- F. Teachers returning from a leave of absence shall be credited with the unused portion of sick leave.
- G. If a teacher on an unpaid leave of absence desires to continue health, dental, vision, LTD and other insurances during the period of unpaid leave, they must pay the full premium cost except during the FMLA period.
- H. The employer agrees to follow the provisions of FMLA.

Article 12. Professional Behavior and Teacher Discipline

- A. Bargaining unit members are expected to comply with reasonable rules, regulations and directions presently in effect and from time to time adopted by the Board, or its representatives, which are not inconsistent with the provisions of this Agreement.
- B. BARGAINING UNIT MEMBERS SUBJECT TO THE MICHIGAN TENURE ACT
 1. A bargaining unit member may only be discharged, demoted, or otherwise disciplined for a reason that is not arbitrary or capricious. Discipline for the purpose of this Agreement includes warnings, reprimands, and suspensions up to fifteen (15) days. The grievance procedure may only be utilized if any such discipline results in loss of pay. For discipline of up to two (2) days loss of pay, the grievance procedure may be only utilized up to Level 3. For any discipline that results in loss of pay of three (3) days or more, the full grievance procedure may be utilized.
 2. Disciplinary action that includes suspensions over fifteen (15) days or discharge shall occur in accordance with the statutory requirements under the Michigan Tenure Act.
 3. The Board shall follow a progressive discipline process as follows:
 - a. Verbal reprimand
 - b. Written reprimand
 - c. Suspension without pay up to three (3) days
 - d. Discharge
- C. BARGAINING UNIT MEMBERS NOT SUBJECT TO THE MICHIGAN TENURE ACT

Bargaining Unit Members whose employment is not regulated by the Teacher Tenure Act, and have completed the probationary period, shall not be disciplined or discharged without just cause. Information forming the basis for disciplinary action or discharge will be made available to the teacher and the Association upon request. Those teachers who are not subject to the Tenure Act (i.e. social workers) will serve a two (2) year probationary period. The Board shall follow a progressive discipline process as follows:

 1. Verbal reprimand
 2. written reprimand
 3. Suspension without pay up to three (3) days
 4. Discharge
- D. The parties recognize that the severity of an offense may provide for the acceleration of the above progression of discipline. Additionally, nothing in this Article limits the District's right to take other appropriate action, such as placing a teacher on administrative leave during an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary.
- E. Any teacher shall, upon request, be entitled to Association representation during investigative interviews that could lead to disciplinary action against the teacher or any meeting that the teacher is being reprimanded or disciplined for any infraction or delinquency or inadequacy in professional performance. Disciplinary action will not be enacted until the teacher has had the opportunity to request the Union representative of their choice.

Article 13. Professional Improvement and Development

- A. The Administration will, whenever financial resources allow, endeavor to provide upon application and approval of the building principal the necessary funds for teachers who desire to attend professional conferences. Travel, meals, lodging and registration fees shall be deemed reasonable expenses of the Board as well as the cost of a substitute teacher if needed to relieve the teacher attending such conference.
- B. 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, Title I personnel or Special Education personnel. Since some of the above-mentioned areas are not included in the regular curriculum studies, these areas will be provided with additional time for conferences, workshops or visitations.
Teachers interested in attending conferences, workshops or visitations will be expected to meet with their principals early each school year to clear requests.
Final considerations must be considered each year as to the number of conferences, workshops and visitations that will be possible under this guideline.

Article 14. No Strike Pledge

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

Article 15. Grievance Procedure

- A. Definition
 - 1. Grievance shall mean a complaint by a teacher in the bargaining unit that there has been as to him/her a violation, misinterpretation or inequitable application of a specific provision of this Agreement, except that the term "grievance" shall not apply to any matter as to which a method of review is prescribed by law. Where there is method of review prescribed by law, the issue will be deferred to discussions between the Superintendent and the Association President.
 - 2. As used in this Article, the term "teacher" may mean a group of teachers having the same grievance.

3. The Association shall have the right to file a policy grievance when it appears that the Agreement has been violated in such a manner that no specific liability rests or will be properly paid to an individual teacher.
4. The term “working days” when used in this article is defined as teacher work days during the school year and days that the central office is open during the summer months.

B. Procedure

LEVEL ONE - INFORMAL

1. The teacher who has a grievance should first take the matter up verbally with the principal who will attempt to resolve it with them. When a grievance affects more than one building, or the building administrator does not have the authority to resolve the grievance, the grievance shall move directly to Level Three.
2. If this fails to resolve the grievance, the teacher shall within twenty (20) working days following the act or condition which is the basis for a grievance reduce the grievance to writing, specifying the section of the Agreement they allege is violated, the events that caused the alleged violation, and the remedy they seek.

LEVEL TWO - PRINCIPAL

3. Within five (5) working days of receipt of the grievance, the principal shall attempt to arrange a conference with the view of satisfactorily resolving the grievance. At the time of conference, the teacher may appear personally or may be represented by an Association representative (of the teacher’s choice) or both. Such conferences shall be scheduled at a time when there is no disruption of normal school routine and duties of the teacher(s).
4. Within five (5) working days of such conference, or longer if mutually agreed to, the principal shall answer such grievance in writing.
5. If the grievance is not appealed from the written answer within five (5) working days, the principal’s decision will be final.

LEVEL THREE - SUPERINTENDENT

6. If the Association does not accept the principal’s answer, the grievance may be appealed to the Superintendent by sending such notice to the Superintendent within five (5) working days from the date of the principal’s decision.
7. Within ten (10) working days of receipt of the appeal, the Superintendent or their designated representative will arrange for a conference to satisfactorily resolve the grievance. Such a conference shall be scheduled at a time when there is no disruption of normal school routines and duties of the teacher(s).
8. Within five (5) working days, or longer if mutually agreed to, the Superintendent or a designated representative shall answer such grievance in writing.

LEVEL FOUR - ARBITRATION

9. If the grievance is not settled at the preceding step, the Association may submit it to binding arbitration. Within ten (10) working days of the receipt of the Superintendent's answer, the party choosing to arbitrate must give written notice to the other party, setting forth specifically the nature of the dispute to be arbitrated. Following this written notice, the parties will meet within ten (10) days to select an arbitrator according to the following procedure:
 - a. The parties shall maintain a panel of arbitrators. Only arbitrators acceptable to both parties shall be placed on the list. Names of new arbitrators to be added to the list may be proposed at any time by either the Association or the Board.
 - b. Each party shall alternate striking one name from the panel of arbitrators until all arbitrators are eliminated except one. That arbitrator shall be selected for hearing the grievance.
 - c. The parties will alternate the initiation of the elimination process with each successive grievance.
 - d. Upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.
 - e. Should either the Board or the Association wish to terminate the use of the preselected panel arrangement for selection of grievance arbitrators, the party wishing to terminate the panel shall give one year's notice to the other party. Prior to formation and/or after termination of the panel selection arrangement, selection shall be through the American Arbitration Association and subject to its rules.
10. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. The grievance shall be carried forward by the grievant within the same time limit as allocated to the Superintendent, or the grievance shall be waived.
11. This Agreement constitutes a contract between the parties and shall be interpreted and applied by the parties and by the arbitrator in the same manner as other E.A. 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 their function to include the decision of any issue not submitted or to do so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not give any decision that in practical or actual effect modifies, revises, detracts

from or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used to justify, or result in what is in effect a modification (whether by addition or detraction) of written term of this Agreement. The arbitrator has no obligation or function to render a decision or not to render a decision merely because in their opinion such a decision is fair or equitable or because their opinion it is unfair or inequitable.

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

- a. The termination of services of or failure to re-employ any probationary teacher.
 - b. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, Extra Session of 1937 of Michigan, as amended).
 - c. Discretionary action reserved to the Board.
 - d. Curriculum, textbook selection and course content.
 - e. Procedural matters concerning evaluation of Bargaining Unit Members whose employment is not regulated by the Teacher Tenure Act may be arbitrated.
 - f. Any matter involving a prohibited subject of bargaining under the Public Employment Relations Act
12. If either party claims before the arbitrator that a particular grievance fails to meet the test of arbitrability, as the same are set forth in this Article, the arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The arbitrator shall have the authority to determine whether the arbitrator will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case where the arbitrator determines that such grievance fails to meet said test of arbitrability, the arbitrator shall refer the case back to the parties without recommendation to the merits. The arbitrator shall issue their decision that shall be final and binding.
13. If an individual teacher has a personal complaint the teacher desires to discuss with a supervisor, the teacher is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.
14. Cost of Arbitration: The fees and expenses of the impartial arbitrator, the cost of transcript (if such be requested by the arbitrator), and the cost of the room shall be borne equally by the Association and the Board. The party incurring them shall pay all other expenses incurred.

C. Miscellaneous

1. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its responsibilities, subject to the final decision of the grievance.

2. 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 teacher shall file a grievance after the effective date of their resignation unless said grievance can be directly related to the contract effective on the date of their resignation. However, if a member has an issue with his or her severance pay, he or she may file a grievance if the problem is not resolved.
4. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this document.
5. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed to arbitration.
6. Settlements of grievances reached at Step One of the grievance procedure shall not be considered precedent setting nor shall they prejudice either party in either promulgating or responding to later grievances.

Article 16. Negotiation Procedures

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- B. Should it become apparent during the course of this Agreement that it should be mutually advisable to both parties to negotiate any given items, the parties may do so upon mutual consent.
- C. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. Each party may select its representatives from within or outside the School District. While the Association and Board shall execute no final agreement without ratification, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concession in the course of negotiations.

- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke mediation through the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.

Article 17. Review Committee

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

Article 18. Accountability

The Board and the Association recognize that the ability of pupils to progress and mature academically is a many-faceted and complex process combining not only school achievement but home background, and economic and social environment, and to that end teachers alone will not be held solely accountable for the academic achievement of the pupils in the classroom.

Article 19. Miscellaneous Provisions

- A. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms of this Agreement, or subsequent agreements, to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- B. This Agreement shall supersede any rules, regulations, policies or practices of the Board that are contrary to or inconsistent with its terms.
- C. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Contracts are available online on the District's website. Teachers may make a copy of the contract, at school, for their personal use.
- E. The parties agree that this Agreement incorporates their full and complete understanding and any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understanding or practice will be recognized in the future unless committed to writing and signed by the parties as supplement to this Agreement.

Article 20. Association Conferences

- A. The Board shall permit a person(s) designated by the Association a maximum of twelve (12) days total absence, without loss of pay, to attend Association business. The Association shall make such request one (1) week prior to the date of utilization.

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

Article 21. Tenure Policy

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

Article 22. Personnel Files

- A. Each teacher shall have the right to review their personnel file in the presence of the Administration. A representative of the Association may be requested by either party to accompany the Teacher to such review. No materials resulting from any complaint or discipline will be placed in a teacher's personnel file unless the teacher has had an opportunity to review and sign the material. Signature indicates awareness of the material and not necessarily agreement with the content.
- B. Each teacher shall have the right to file a response to the material being placed in the teacher's personnel file and have the response included as part of that material.

Article 23. Class Size

The following class size shall be observed by the Board and additional salaries paid to the teacher in accordance with the schedule whenever the total pupil loads are exceeded. Overload pay for 7-12 grades for class size over 32 and 29 will be paid on a per class basis.

- A. Elementary
 - 1. Kindergarten: twenty-five (25) maximum number of students assigned per class. Overload of three dollars and twenty-five cents (\$3.25) per student per day above twenty-five (25) students will be paid. In the event that Kindergarten numbers exceed the maximum allowed, the administration will work with the WBRC EA to develop a mutually agreed upon solution.
 - 2. Grades 1–2: twenty-eight (28) maximum number of students assigned to each teacher; but the teacher, with administrative approval, may cooperate with other teachers in the exchange and sharing of students in a particular subject to utilize the expertise of certain teachers. Overload of three dollars and twenty-five cents (\$3.25) per student per day above twenty-eight (28) students will be paid.

3. Grades 3–4: thirty (30) maximum number of students assigned to each teacher; but the teacher, with administrative approval, may cooperate with other teachers in the exchange and sharing of students in a particular subject to utilize the expertise of certain teachers. Overload of three dollars and twenty-five cents (\$3.25) 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 sixty-five cents (\$0.65) per student per day being paid.
 5. Under no circumstances may the class maximum be exceeded by more than ten percent (10%). Kindergarten, see A-1 exception.
 6. Overloads will be computed starting with the third week of each semester. Overloads will be computed on a daily basis to be paid within three (3) weeks after the end of each marking period. Teachers shall have the responsibility of accurately reporting overloads by the end of the first week following each marking period.
- B. Middle School
1. Grades 5–6: thirty-two (32) maximum number of students assigned to each teacher; but the teacher, with administrative approval, may cooperate with other teachers in the exchange and sharing of students in a particular subject to utilize the expertise of certain teachers. If classes are self-contained or partially self-contained, overload of three dollars and twenty-five cents (\$3.25) per student per day above thirty-two (32) students will be paid. If classes are totally arranged as high school, overload of sixty-five cents (\$0.65) per student per day will be paid.
 2. Grades 7-8: English: thirty (30) maximum number of students assigned to each teacher per period. Total pupil load per teacher per day where class maximum exceeds thirty (30) shall be paid sixty-five cents (\$0.65) per student per day.
 3. Band, Vocal Music, and Physical Education: two hundred (200) students per teacher, per day. Overload of sixty-five cents (\$0.65) per student per day above two hundred (200) students will be paid.
 4. Grades 7-8 Woodshop: thirty (30) maximum number of students assigned to each teacher per period. Total pupil load per teacher per day where class maximum exceeds thirty (30) shall be paid sixty-five cents (\$0.65) per student per day.
 5. Other subjects: thirty-two (32) students per class. Total pupil load per teacher per day where class maximum exceeds thirty-two (32) shall be paid sixty-five cents (\$0.65) per student per day.
 6. Under no circumstances may the class maximum be exceeded by more than ten percent (10%).
 7. Overloads will be computed starting the third week of each semester. Overloads will be computed on a daily basis to be paid within three (3) weeks after the end of each marking period. Teachers shall have the responsibility of accurately reporting overloads by the end of the first week following each marking period.

- C. High School
1. Grades 9-12 English: twenty-nine (29) maximum number of students assigned to each teacher per period. Total pupil load per teacher where class maximum exceeds twenty-nine (29) shall be paid sixty-five cents (\$0.65) per student per day.
 2. Band, Vocal Music, and Physical Education: two hundred (200) students per teacher. Overload of sixty-five cents (\$0.65) per student per day above two hundred (200) students will be paid.
 3. Other subjects: thirty-two (32) students per class. Total pupil load per teacher where class maximum exceeds thirty-two (32) shall be paid sixty-five cents (\$0.65) per student per day.
 4. Under no circumstances may the class maximum be exceeded by more than ten percent (10%).
 5. Overloads will be computed starting with the third week of each semester. Overloads will be computed on a daily basis to be paid within three (3) weeks after the end of each marking period. Teachers shall have the responsibility of accurately reporting overloads by the end of the first week following each marking period.
- D. Overload pay will be calculated as follows for those Art, Physical Education, Band and Music teachers with an elementary and middle school, or elementary and high school assignment: for every student over two hundred-fifty (250), sixty-five cents (\$0.65) per student per day will be paid.
- E. Overload pay will be calculated as follows for elementary, middle, and HS special education teachers: for every student over twenty-three (23), sixty-five cents (\$0.65) per student per hour will be paid.
- F. The Director of Special Education, or their designee, shall notify regular education teachers of students on specific special education teacher caseloads when those students are scheduled into the regular education teachers' classroom(s). The special education teacher and the regular education teacher shall share in the responsibility of communicating with each other whenever a special education student is encountering difficulties within the regular education classroom.
- Teachers of students who have been identified for service under Section 504 will be advised by the building principal, or their 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. If a teacher encounters difficulty with the behavior of a student, the District's discipline code, IEP, or 504 plan is to be followed.
- H. Whenever a special education student is being placed in regular education programs through an IEPC, the following shall occur:

1. In-service training shall be made available to the regular education teacher regarding curriculum accommodations and behavior management either prior to or as soon as possible after full time placement of the special education student in the regular education program.
2. Appropriate teacher consultant, paraprofessional and other support personnel as necessary to meet the goals of the IEPC for the special education student shall be provided.
3. All teachers involved with a student for whom an IEPC is scheduled shall be notified of the IEPC. Release time shall be provided for those teachers who would like to attend and participate in the IEPC.
4. In addition, if the behavior of a special education student becomes a problem, the regular education teacher is to consult with the special education teacher who has that student on the teacher's caseload. If difficulties persist, the regular education and special education teachers are to consult with the building principal for the purpose of resolving the problem.

Article 24. Medically Fragile Students

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

Article 25. Calendar

The school calendar will consist of the number of teacher days and student attendance days as indicated in Appendix A. The first day for teachers will be held at the discretion of the administration. One full workday (or two half days) during the week prior to students attending school will be for teachers to be in the building of their teaching station and shall be used by the teacher for individual classroom preparation. Open house will be scheduled at least one day after the teacher workday. Three (3) or four (4) days of the first week of school for teachers will be devoted to professional development. The specific days will be determined by the building principal. This time is mandatory for all teachers and it is expected that all teachers will avoid scheduling any personal activities that conflict with this professional obligation. The building principal will set the schedule and content for these professional development hours following consultation with teaching staff, subject to the following:

1. Unless approved by the Superintendent, the time may not be scheduled on day(s) when teachers have an obligation to attend scheduled athletic games or scrimmages, plays, concerts or other events associated with their assignments under Schedule B (pay for supplementary services).

If approved to be scheduled on these days by the Superintendent, coaches and those holding positions covered by Schedule B who do have a scheduled game or scrimmage, play, concert or similar activity or who are taking a college class to maintain their teaching certificate, will be excused with no charge being made to the teacher's daily leave under Article 7 or a loss of pay.

Scrimmages applies only to teachers in paid positions recognized in Schedule B and to events scheduled by the athletic director and/or the building principal.

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

Article 26. Early Retirement

Any bargaining unit member employed by the District prior to April 26, 2023 with twenty (20) years or more of service to the District shall receive an amount at retirement under the Michigan Public School Employee Retirement System as indicated on the following table. Bargaining unit members hired April 26, 2023 or after, with twenty (20) years or more of service in this bargaining unit, shall receive an amount at retirement under the Michigan Public School Employee Retirement System as indicated on the following table:

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

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

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

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

Article 27. Hours

- A. Teachers shall be required to work seven and one-half (7.5) hours per day as scheduled by the Board. Preceding morning and afternoon classes and after dismissal of afternoon classes, teachers are to be at their assigned stations as designated by the principal. Such designation by the principal is not to exceed ten (10) minutes.
- B. General staff meetings: Teachers shall be required to attend staff meetings twice per month September through May for no longer than 30 minutes per meeting. Building principals will provide a schedule for meeting dates and times by the end of the first week of school. Teachers who attend staff meetings will be paid \$20 per meeting.
- C. With administrative approval, employees may volunteer to attend Family Night events and will be compensated at \$35 per hour (maximum of two hours per event).
- D. All 7-12 grade teachers shall be provided with a thirty (30) minute, duty-free, uninterrupted lunch period and normally a daily preparation period between the start and termination of class time of at least forty-five (45) consecutive minutes. Teachers who volunteer and are subsequently assigned by the administration to work during their lunch period shall be given remuneration.
Under the block schedule arrangement, each teacher in grades 9-12 who is assigned preparation during one of the extended blocks will have that preparation period every other day rather than daily. Each teacher in grades 9-12 who has assigned preparation during the shorter period (approximately fifty-five [55] minutes in length) will have the preparation period daily.
- E. All K-6 teachers shall be provided with a thirty (30) minute duty-free, uninterrupted lunch period, one (1) twenty (20) minute relief period per day, and a minimum of one hundred eighty (180) minutes per five (5) day week for preparation time between the start and termination of class time.
In the event a teacher at Rose City has a full-time position with a schedule split between the elementary (K-6) and the secondary grade levels and that schedule does not afford

for a full allocation of preparation time and the relief period, the teacher will be compensated for the lost time at the teacher's hourly rate of pay.

If 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.

- F. Preparation periods for all classroom teachers will be for the purpose of preparing lessons, checking student work, meeting with students, meeting with or calling parents, meeting with administration, preparing reports, or developing curricula.
 - 1. An effort will continue to be made to minimize the number of Individualized Educational Planning Committee (IEPC), Student Support Team (SST) and Behavior meetings scheduled during a teacher's preparation period.
 - 2. Teachers shall not be required to use their preparation periods or professional time for District defined Fall and Spring Parent-Teacher Conferences, unless requested by the parent.
- G. 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 and Wood Shop – one (1) long lab coat per year
 - Machine Shop/Welding – one (1) coverall per year
 - Prescription safety glasses will be provided for the Machine/Welding Shop Instructor and the Wood Shop Instructor. One (1) pair will be provided for each instructor per year.
- H. Teachers traveling between OHHS and Rose City and between OHHS and Surline shall have included in their workday adequate time to travel between building assignments. There shall be a minimum block of twenty (20) minutes provided, aside from preparation time, to proceed to building-to-building assignments. Teachers traveling between Surline and Rose City shall be given a thirty (30) minute block, aside from preparation time.
- I. It is agreed that GSRP teachers will have two of their contractual workdays reserved for the month of August. The two workdays in August will be considered part of the contractual year and the teachers will not receive any additional compensation for these days. The days off and the work days in August will be mutually agreed upon by each individual teacher and the District's GSRP Supervisor.

This Agreement is taken in good faith in order to accommodate the need to schedule home visits for the current school year. In the event the District needs to reassign any of the GSRP teachers from their current GSRP position to a non-GSRP teaching assignment, the District agrees to hold the teacher harmless for the August work days.

Article 28. Layoff and Recall

It is understood by the parties that determining teacher staffing level and any reduction of staff is within the sole discretion of the Board. The procedures set forth in this article shall be used in reduction of staff, laying off and recalling teachers.

- A. If the District needs to restructure the teaching schedule so that any current teaching positions are eliminated, the teachers in positions being eliminated are considered displaced. A displaced teacher shall be transferred into a vacant position within their area of certification prior to any teacher being laid off.
- B. If layoffs are necessary, teachers in that area of certification will be laid off in inverse order of seniority provided all other factors distinguishing those teachers from each other are equal as stated in section E below.
- C. At least ten (10) calendar days prior to layoff notices being given to teachers, the Association will be notified of a contemplated reduction in personnel with the potential staff affected and rationale. Teachers being laid off shall be notified in writing no less than thirty (30) calendar days prior to the effective date of layoff.
- D. Certification shall be defined as holding the required certificates, endorsements, and licenses required by law to serve in the position assigned.
- E. Distinguishing factors of qualification shall be defined as holding valid certification for the position, severity of a teacher's disciplinary record, relevant special training (in accordance with MCL 380.1248), excessive absenteeism unrelated to legitimate medical or other leave, and the most recent year-end evaluation rating.
- F. The certification and qualifications of a teacher to be laid off shall be the certification and accumulated qualifications on file with the Board at the time the layoff notification to the Association occurs. The certification and qualifications of a teacher to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff. It is the teacher's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes to their certificates, as they occur.
- G. The Board shall give written notice of layoff or recall by sending a registered or certified letter to the teacher at their last known address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall, or any other notice. It shall be the responsibility of the teacher to notify the Board of any change in address.
- H. Teachers have a right to recall for two (2) years from the effective date of layoff provided they did not receive an overall rating of less than effective for their most recent year-end evaluation rating. They will be recalled in each area of certification in seniority order (highest senior teacher first) provided all other factors distinguishing those teachers from each other are equal as stated in section E above.

- I. If the teacher fails to report to work within ten (10) calendar days of the date of the recall notice of a position for which the teacher is adequately certified and qualified, the teacher shall be deemed a voluntary separation and shall forfeit any further right of recall.
- J. The Board's obligation to pay salary, fringe benefits and all other benefits under this collective bargaining agreement is suspended for the duration of any layoff. All insurance benefits will continue in effect until the end of the month of the effective date of layoff. Thereafter, upon carrier approval, a laid off teacher may continue insurance coverage under COBRA at no expense to the employer.

Article 29. Evaluation

The District shall follow the provisions of the Revised School Code, MCL 380.1249, as amended, and the teacher evaluation procedures in Appendix D regarding evaluation of teachers. The 5 Dimensions of Teaching and Learning shall be the performance evaluation tool unless the parties mutually agree to a different tool. Student growth and assessment data (including local and state assessment data) will be used to calculate 20% of the evaluation, and 80% of the evaluation will be based on objective criteria as determined by the evaluation tool. The grievance procedure may only be utilized if the evaluation procedures are not followed and the teacher receives a final rating of less than effective on their year-end evaluation. Any non-probationary member rated as developing or needing support may request a review with their building administrator before the final rating is submitted.

Article 30. Teacher Protection

- A. The District shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending or expelling students for misbehavior. Such rules and regulations shall be distributed by the District to students, staff, and parents at the beginning of each school year.
- B. Bargaining unit members shall have a method of reporting incidents and conditions that endanger their health, safety, or well-being. Any case of assault and/or battery upon a teacher during their employment shall be promptly reported to the administration. The student will be removed from the teacher's classroom until the incident can be investigated and a reentry plan is implemented. The Board will provide legal counsel of its choice to advise the teacher of their rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, providing the teacher has acted within the scope of the Board policy and law.
- C. The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises not covered by the teacher's insurance up to two hundred dollars (\$200).

- D. Time lost by a teacher due to this article because of meetings with legal counsel, law enforcement and judicial authorities and court proceedings shall not be charged to the teacher's leave bank. Time lost by a teacher due to injury or disability resulting from assault and/or battery upon a teacher during their employment shall not be charged to the teacher's leave bank, but the Board's obligation under this sentence shall be limited to the one year period following the assault and/or battery.

Article 31. Fringe Benefits

- A. The Board shall provide, without cost to the teacher, Ancillary Benefits insurance coverage for a twelve (12) month period for the entire family. Medical insurance will be provided with employee premium co-pays in accordance with the law for a twelve (12) month period for the entire family.
- B. It is understood that the Board may open this Agreement for the express purpose of reviewing Medical and Ancillary Benefits insurance bids with the Association. Change of carriers will be subject to negotiations with the Association. 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:
1. 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.
 2. 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. Plans effective for June 1, 2025 through December 31, 2025
1. MESSA Choices II \$500/\$1000 5 Tier Rx \$20 OV, \$25 UC, \$50 ER
 2. MESSA Choices II \$500/\$1000 3 Tier Rx Mail \$20 OV, \$25 UC, \$50 ER, 20% Co-Insurance
 3. MESSA ABC 1 \$1650/\$3300 5 Tier Rx

Effective January 1, 2026, teachers can choose from the following:

1. MESSA Choices II \$500/\$1000 5 Tier Rx \$20 OV, \$25 UC, \$50 ER
2. MESSA Choices II \$500/\$1000 3 Tier Rx Mail \$20 OV, \$25 UC, \$50 ER, 20% Co-Insurance
3. MESSA ABC 1 \$1650/\$3300 5 Tier Rx
4. MESSA ABC 2 \$2000/\$4000 3 Tier Rx

Beginning January 1, 2026, the District shall contribute to each employee's HSA as follows:

1. If the HSA Plan premium amount is less than the hard cap, the District will contribute the difference up to the hard cap or the HSA deductible, whichever is less, for the bargaining unit member by January 15 of that year.

2. For an initial year of enrollment in an HSA, if the amount contributed in #1 stated above is less than the deductible amount, the district will contribute the remaining deductible amount to the HSA account by January 15. Employees must reimburse the district for this contribution through payroll deduction spread over their pays for that year.
3. For the second and third years of enrollment in an HSA, employees will have the option to have the District contribute as follows: If the amount contributed in #1 stated above is less than the deductible amount, the district will contribute the remaining deductible amount to the HSA account by January 15. Employees must reimburse the district for this contribution through payroll deduction spread over their pays for that year.
4. If an employee is hired midyear or in the fall, the District will contribute a prorated amount to the HSA. Employees must reimburse the district for this contribution through payroll deduction spread over their pays for that year. The first full calendar year is considered the initial year as stated above.
5. If an employee resigns or leaves midyear, the deductible amount paid by the district will be prorated and the employee will need to reimburse the district or the amount owed will be subtracted from the final pay.

The employee's premium contribution will be payroll deducted in equal installments spread out over their pays.

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

Ancillary Benefits For Employees Electing Medical Insurance Above and Plan B Employees

1. LTD (Long Term Disability) Benefit: 66-2/3%, maximum monthly income \$5,000
 - Maximum monthly salary \$7,500, Waiting Period: 90 CDMF
 - Alcohol/Drug – 2-year limitation, Mental/Nervous – 2-year limitation
 - Family Social Security Offset, Pre-existing Condition Waiver – YES, COLA – NO
2. Negotiated Life: \$50,000 AD&D, (Accidental Death and Dismemberment) \$50,000
3. Vision: MESSA Vision Preferred Plan year July to July
4. Delta Dental: 100/80/80\$2,000 Class I, II, III – IV Max. 60%
 - Orthodontics Lifetime Max \$2,000, Cleanings: two (2) in Plan year July to July

Cash in Lieu - Teachers not electing MESSA Medical Insurance will receive the Ancillary Benefit (Plan B) and Cash in lieu of Medical Insurance: \$2,000 per fiscal year prorated throughout the year.

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

Employee A: A High School Counselor with 4-hour assignment. 4/6 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. 4/7 workload insurance premium is \$250/month Board pays \$142.84 employee pays \$107.16/month

- E. It is the responsibility of each teacher to apply for said insurance coverage. No teacher shall be eligible for insurance coverage until having worked one day and until expiration of the waiting period, if any, and until the effective date of the coverage determined by the carrier. The Board is not responsible for benefits available under said insurance coverage for any period when the carrier does not cover the employee.
- F. The employee shall report changes in family status to the Business Office within thirty (30) days of such change. (Exceptions shall be made in cases of extenuating circumstances). The teacher shall be responsible for any overpayment of premiums made on their behalf by the Board during the current fiscal year for failure to comply with this paragraph. Nothing in this paragraph shall preclude the Board from notifying the teacher and making changes in coverage if the Board should become aware of changes.
- G. The Board's annual premium for full-time teachers electing Medical Insurance shall be in compliance with this contract. Teachers will pay their portion of the premium co-pays divided equally over 25 (for 2025-26), 24 or 20 pays.
- H. Any premiums in excess of the District's contribution will be payroll deducted as a condition of this Agreement pursuant to the authority set forth in MCLA 408.477. To the extent afforded under the Internal Revenue Code, any deductions will be made with pre-tax dollars. An employee's insurance obligation to the District must be paid in full on or before receiving final compensation from the District.
- I. The 2025 hard caps will continue to be used for the 2025 calendar year. On January 1 per MCL 15.563 and specified in the Michigan Department of Treasury annual memorandum and as defined by law, the District will implement each subsequent hard cap. For example, on January 1, 2026 the 2026 hard caps will begin implementation and on January 1, 2027 the 2027 hard caps will begin implementation. If a successor agreement is not reached prior to January 1, 2028, any increase in premiums will be shared equally between the district and the employee.
- J. Worker's Compensation: Teachers on worker's compensation shall be allowed to utilize sick and personal days on a prorated basis to make up the difference between the Worker's Compensation benefit and their normal salary.

Article 32. Salary

- A. The Board has the discretion of granting credit to new teachers for experience outside the District, but under no circumstances shall the Board grant credit for years of service for salary purposes exceeding the new teacher's actual experience.
- B. No distinction shall be made as to the following:

1. Degree status of the teacher when earning outside experience.
 2. Type of school or location of school in which experience was gained, i.e. credit would be given for experience in private schools and/or schools outside Michigan.
 3. One-half (1/2) year or less shall count as a half (1/2) year. From one-half (1/2) year up to a full year shall count as a full year.
- C. Teachers who have left the system through resignation shall, if rehired, be hired back on the same basis as a new teacher.
- D. Fully vocational certified teachers with at least a B.A. degree who are teaching in their field of vocational certification shall be placed one salary column to the right of their degree status unless there is no column available and then they would be paid a stipend of \$1200, to be prorated if a full year is not worked. Teachers will be paid on the basis of the ratio between total assigned classes and vocational classes as described above.
- E. The Superintendent will review changes in teacher contracts, which result in column advancements on the salary schedule. It shall be the responsibility of the teacher to notify the Superintendent of any change in classification and to provide official evidence from the college or university of requirements completed by October 1 for payment change to be retroactive to the beginning of first semester of that year and by March 1 for payment change to be retroactive to the beginning of second semester of that year. Transcripts do not constitute notification since these are not evaluated until requested by the teacher for change of salary status.
- F. Teachers who are required to travel during the course of their work, or who travel on approved Board leave or assignment, shall be compensated for mileage at the established Board rate for the current year.
- G. Teachers holding the MSW degree shall be placed on the MA+30 lane.
- H. Occupational Therapists and Speech Therapists shall be placed on the MA + 15 lane.
- I. Twenty-five (25) State Continued Education Clock Hours (SCECHs), or current MDE equivalent, shall equal one (1) semester hour of credit.
- J. Special education and social worker staffs that are assigned to complete Medicaid documentation will be paid a 1% salary stipend. This stipend will stay in effect as long as the administration deems the added documentation necessary. The need will be reassessed annually.
- K. If a full-time teacher at high school or middle school accepts an additional class section in lieu of their assigned preparation period, the teacher will be paid one-sixth (1/6) of the teacher's Article 30 salary schedule step.
- L. For 2025-26, each teacher will request either 21 or 25 pays for the year. Beginning 2026-27, each teacher will request either 20 or 24 or pays at the beginning of the school year. This cannot be changed until the beginning of the next school year.
- M. **Mentor Pay – Teachers serving as mentor will be paid per mentee by June 30 as follows:**
- a. Year 1 - \$550
 - b. Year 2 - \$300
 - c. Year 3 - \$175

Article 33. Pay Rates and Procedures for Teachers Substituting for Other Teachers

- A. A teacher who substitutes on their conference (preparation) period or lunch period for another teacher will be compensated at the teacher's regular hourly rate, (teacher salary divided by the number of teacher days divided by seven [7] [hours]). Pay for fractions of an hour will be prorated.
- B. It is expressly understood that teachers substitute for other teachers during their conference (preparation) period or lunch period on a voluntary basis.
- C. A teacher who substitutes for another teacher while someone else covers the original teacher's class, (teacher A substitutes for teacher B while teacher C covers teacher A's class or classes), will receive pay based upon the current substitute rate, prorated according to the time involved.
- D. A teacher who covers their own class plus another teacher's class at the same time will be compensated at one-half (1/2) of the teacher's hourly rate (determined as in Section A. above).
- E. Support teachers (special education and Title I) who substitute for regular education teacher will receive pay based upon the current substitute teacher rate, prorated according to the time involved.
- F. When the support teacher is removed from the teacher's regular support assignment with a regular education teacher, the regular education teacher will receive additional pay based upon the current substitute teacher rate, prorated according to the number of classes involved.
- G. The building principal must approve the teachers substituting in the above situations prior to the substituting occurring. In addition, the principal will attempt to provide coverage for a class (or classes) when a substitute is not available by first requesting individual teachers to cover during their preparation periods. Support teachers will be used as a last resort for substituting purposes.
- H. A teacher in grades 9-12 who substitutes for a block class of approximately ninety-five (95) minutes in length will earn two (2) hours of pay, and a teacher in grades 9-12 who substitutes for a block class of approximately fifty-five (55) minutes in length will earn one (1) hour of pay.

Article 34. Emergency Manager

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

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

Article 35. Duration of Agreement

This Agreement shall be effective July 1, 2025 and shall remain in full force and effective without change, additions or amendment from this date until June 30, 2027.

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

WEST BRANCH-ROSE CITY
AREA SCHOOL DISTRICT:

WEST BRANCH-ROSE CITY
EDUCATION ASSOCIATION:

Heather Kearns, Board President

Stacy Gildner, President

Debra Abraham, Board Secretary

Tonja Hinkston, MEA UniServ Director

Date

Date

WBRC School Board Team
Gail A. Hughey, Superintendent
Ted Matuszak, Director of Finance
Rodney Green, Chief Negotiator
Michele Daniels, Administrative Assistant

WBRC EA Team:
Ashley Buck, WBRC Negotiator
Stacy Gildner, WBRC EA President
Tonja Hinkston, MEA UniServ Director
Ray Butler, WBRC Negotiator
Elizabeth Chamberlain, WBRC Negotiator
Andrea Rodriguez, WBRC Negotiator

SALARY SCHEDULE 2025-26

STEP	BA	BA+15	BA+30	BA+45/MA	MA+15	MA+30
1	\$47,275	\$47,275	\$47,275	\$49,640	\$49,640	\$49,640
2	\$48,458	\$48,458	\$48,458	\$50,822	\$50,822	\$50,822
3	\$49,640	\$50,230	\$50,822	\$52,004	\$52,594	\$53,186
4	\$50,822	\$51,412	\$52,004	\$53,776	\$54,367	\$54,958
5	\$52,004	\$52,594	\$53,186	\$55,548	\$56,731	\$57,912
6	\$53,186	\$53,776	\$54,367	\$57,323	\$58,504	\$59,686
7	\$54,367	\$54,958	\$55,548	\$59,095	\$60,276	\$61,459
8	\$55,548	\$56,140	\$56,731	\$60,867	\$62,050	\$63,231
9		\$57,323	\$58,504	\$62,640	\$63,823	\$65,005
10		\$59,095	\$60,276	\$65,005	\$66,186	\$67,368
11		\$59,686	\$61,459	\$66,186	\$67,368	\$68,550
12		\$60,276	\$62,640	\$67,368	\$68,550	\$69,732
13		\$61,459	\$63,823	\$68,550	\$69,732	\$70,913
14		\$62,640	\$65,595	\$69,732	\$70,913	\$72,096
15		\$65,005	\$67,368	\$72,096	\$73,277	\$74,460
16		\$66,186	\$68,550	\$72,686	\$73,868	\$75,051
17		\$67,368	\$69,732	\$73,277	\$74,460	\$75,641
18		\$68,550	\$70,913	\$73,868	\$75,051	\$76,232
19		\$69,732	\$72,096	\$74,460	\$75,641	\$76,824
20				\$75,051	\$76,232	\$77,414
21				\$75,641	\$76,824	\$78,004
22				\$76,232	\$77,414	\$78,596
23				\$76,824	\$78,004	\$79,187
24				\$77,414	\$78,596	\$79,778
25+				\$78,004	\$79,187	\$80,368

FINANCIAL SUMMARY 2025-27

- Steps and lanes granted for years 2025-27.
- 2025-26 salary schedule increased 4.0% from the PAID salary schedule from 2024-25.
- 2026-27 salary schedule increased 4.0% from the 2025-26 salary schedule.
- 2025-26 OFF SCHEDULE: For employees hired prior to November 1, 2025 and still employed as of November 15, 2025, and if the audited unassigned fund balance as of June 30, 2025 exceeds 35% of expenditures, each bargaining unit member will receive an additional 2.5% of their 2024-25 base salary (prorated for part-time) in an off schedule payment for 2025-26. The off-schedule payment will be made before November 30, 2025. This payment is additional wages for ongoing work during the 2025-26 school year and will be treated as an ORS pensionable stipend.
- 2026-27 OFF SCHEDULE 2.5% as listed below.

SALARY SCHEDULE 2026-27

STEP	BA	BA+15	BA+30	BA+45/MA	MA+15	MA+30
1	\$49,166	\$49,166	\$49,166	\$51,626	\$51,626	\$51,626
2	\$50,396	\$50,396	\$50,396	\$52,855	\$52,855	\$52,855
3	\$51,626	\$52,239	\$52,855	\$54,084	\$54,698	\$55,313
4	\$52,855	\$53,469	\$54,084	\$55,927	\$56,542	\$57,156
5	\$54,084	\$54,698	\$55,313	\$57,770	\$59,000	\$60,229
6	\$55,313	\$55,927	\$56,542	\$59,616	\$60,844	\$62,073
7	\$56,542	\$57,156	\$57,770	\$61,459	\$62,687	\$63,917
8	\$57,770	\$58,386	\$59,000	\$63,302	\$64,532	\$65,760
9		\$59,616	\$60,844	\$65,146	\$66,376	\$67,605
10		\$61,459	\$62,687	\$67,605	\$68,833	\$70,063
11		\$62,073	\$63,917	\$68,833	\$70,063	\$71,292
12		\$62,687	\$65,146	\$70,063	\$71,292	\$72,521
13		\$63,917	\$66,376	\$71,292	\$72,521	\$73,750
14		\$65,146	\$68,219	\$72,521	\$73,750	\$74,980
15		\$67,605	\$70,063	\$74,980	\$76,208	\$77,438
16		\$68,833	\$71,292	\$75,593	\$76,823	\$78,053
17		\$70,063	\$72,521	\$76,208	\$77,438	\$78,667
18		\$71,292	\$73,750	\$76,823	\$78,053	\$79,281
19		\$72,521	\$74,980	\$77,438	\$78,667	\$79,897
20				\$78,053	\$79,281	\$80,511
21				\$78,667	\$79,897	\$81,124
22				\$79,281	\$80,511	\$81,740
23				\$79,897	\$81,124	\$82,354
24				\$80,511	\$81,740	\$82,970
25+				\$81,124	\$82,354	\$83,583

2026-27 OFF SCHEDULE: For employees hired prior to November 1, 2026 and still employed as of November 15, 2026, If the audited unassigned fund balance as of June 30, 2026 exceeds 35% of expenditures, each bargaining unit member will receive an additional 2.5% of their 2025-26 base salary (prorated for part-time) in an off schedule payment for 2026-27. The off-schedule payment will be made before November 30, 2026. This payment is additional wages for ongoing work during the 2026-27 school year and will be treated as an ORS pensionable stipend.

Pay for Supplementary Services – SCHEDULE B

- A. Interscholastic sports will be paid positions and shall be defined as sports that follow State competitively between teams of other School Districts.
- B. Intramural sports may be unpaid positions, but competitive only within the limits of the community, the School District, or the student body. Play days between School Districts are acceptable.
- C. Should any teacher be employed beyond the number of teacher days included in Appendix A in a given school year, the teacher shall receive the teacher's daily rate for each additional day worked. Partial days worked shall be prorated.
- D. All activities are calculated by multiplying the percent, times the dollar amount at the number of years on the Schedule B pay scale an individual has supervised or coached in that position, unless there is a dollar amount specified.
- E. All Supplemental Service pay will be paid through a third-party vendor of the District's choice for non-District employees. All District employees covered by this contract will be paid by the District and will be subject to all employer and employee deductions, including MPSERS.
- F. Supplementary Services will be paid at the rate listed below:

SCHEDULE B

STEP	2025-27
1	\$37,132
2	\$38,723
3	\$40,845
4	\$42,966
5	\$45,088
6	\$46,680
7	\$48,801
8	\$50,923
9	\$53,045
10	\$54,636

Supplementary Service Pay Schedule	Annually
Band Director – High School	8%
Band Camp – High School Director	4%
Band Director – Jazz Band	6%
Band Director – Middle School	3%
Baseball – Head Varsity	8%
Baseball – Assistant Varsity	4%
Baseball – Junior Varsity	6%
Basketball – Announcer (Boys or Girls) per season	\$300
Basketball – Scorekeeper (Boys or Girls) per season	\$300
Basketball – Head Varsity (Boys or Girls)	10%

Basketball – Assistant Varsity (Boys or Girls)	5%
Basketball – Junior Varsity (Boys or Girls)	7%
Basketball – Freshman (Boys or Girls)	7%
Basketball – Middle School (Boys or Girls) 7 th and 8 th grade (each)	4%
Bowling (Boys or Girls)	8%
CTE Program Compliance (requirements/paperwork set forth by MDE)	\$5000
Cheer (Fall only)	6%
Choir – High School	3%
Choir – Middle School	3%
Class Advisor – Freshman (Two Positions)	4%
Class Advisor – Sophomore	4%
Class Advisor – Junior	4%
Class Advisor – Senior (if with this class all four years = additional 1%)	4%
senior advisor two positions only until end of 2025-26. One position in 2026-27	
Cross Country – Head (Boys or Girls, 16 or fewer = combined team)	8%
Cross Country – Assistant (Boys or Girls) **	6%
Debate	5%
Esports (Per Season)	6%
FFA	5%
Football – Announcer	\$250
Football – Scorekeeper	\$300
Football Head Varsity	10%
Football Head Junior Varsity	7%
Football Head Freshman	7%
Football Assistants (includes Varsity, Junior Varsity & Freshman)	7%
Golf (Boys or Girls)	8%
HOSA	5%
Knowledge Bowl	3%
Machine Shop Equipment Maintenance	10%
NHS	4%
Plays – High School Director per play	8%
Plays – High School Assistant Director per play	3%
Plays – High School – Musical Director per play	3%
Skills USA	5%
Soccer – Varsity (Boys or Girls)	8%
Soccer – Assistant Varsity (Boys of Girls)	4%
Soccer – Junior Varsity (Boys or Girls)	6%
Softball – Varsity	8%
Softball – Assistant Varsity	4%
Softball – Junior Varsity	6%
Student Council – High School	4%
Student Council – Middle School (or NJHS)	3%

Swimming – Head (Boys or Girls)	8%
Swimming – Assistant (Boys or Girls)***	6%
Track and Field – Head (Boys or Girls)	8%
Track and Field – Assistant (Boys or Girls)	6%
Track and Field – Middle School (Boys or Girls)*	3%
Track and Field – Middle School Assistant (Boys or Girls)**	3%
Volleyball – Varsity	8%
Volleyball – Assistant Varsity	4%
Volleyball – Junior Varsity	6%
Volleyball – Freshman	6%
Volleyball – 7 th and 8 th grade (each)	4%
Weightlifting Club	4%
Weight Room Coach (per season)	6%
Wrestling – Head	8%
Wrestling – Assistant	6%
Wrestling – Middle School	4%
Yearbook Advisor – High School	6%

* Based upon a five-week program

** An assistant track coach or assistant cross country coach will be hired if there are more than twenty-five (25) members on the team at the end of the second week of practice.

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

APPENDIX C
WEST BRANCH-ROSE CITY AREA SCHOOL DISTRICT – MICHIGAN EDUCATION ASSOCIATION
AUTHORIZATION AGREEMENT FOR PAYROLL MEA DUES DEDUCTION

I hereby authorize the Michigan Education Association and West Branch-Rose City Area School District to coordinate payroll dues deduction for union dues. This authorization will also allow the Michigan Education Association and West Branch-Rose City Area School District to adjust entries to correct errors. It is agreed that these withdrawals and deposits and adjustments will be made electronically and under the Rules of the National Automated Clearing House Association.

Employee Name _____

Employee ID (District) _____

Local Association _____

Member MEA ID _____

Total Dues for Year _____

Amount to be Deducted Per Pay = _____ over 20 pays (1/20 per pay)

By my signature, I indicate that I have read, understand, and agree to the terms of this Agreement. I acknowledge that I have not been subject to any duress, intimidation, threats, or coercion in the execution of this Agreement.

This authorization represents an ongoing commitment and shall remain in full force and effect from month-to-month and year-to-year until I provide written notice of cancellation in writing to both the Michigan Education Association and West Branch-Rose City Area School District a minimum fourteen (14) days prior to the pay date.

It is also my understanding the amount deducted may vary month-to-month and year-to-year, dependent upon factors including - but not limited to - errors, salary/wages earned, and hours worked.

I understand West Branch-Rose City Area School District may withhold different amounts after the Michigan Education Association provides the District with notice of any changed amounts delineated on this authorization form.

Printed Name _____ Signature _____

Date _____

**WEST BRANCH-ROSE CITY AREA SCHOOL DISTRICT
MICHIGAN EDUCATION ASSOCIATION UNION DUES
PAYROLL DUES DEDUCTION – CHANGE FORM**

Employee Name _____

Employee ID (District) _____

Local Association _____

Member MEA ID _____

NEW Authorization:

Total Dues Amount _____

Amount Per Pay _____

First Payroll Date for Deduction _____

END Authorization:

Last Payroll Date for Deduction _____

Current Amount _____

Adjustments (if applicable): _____

CHANGE in Authorization Amount:

Current Amount _____

New Amount _____

Effective Date _____

Explanation (if applicable): _____

Submitted By _____ Date _____

APPENDIX D
WEST BRANCH-ROSE CITY AREA SCHOOL DISTRICT
TEACHER EVALUATION PROCEDURES

The District shall follow the provisions of the Revised School Code, MCL 380.1249, as amended, and the teacher evaluation procedures in Appendix D regarding evaluation of teachers. The 5 Dimensions of Teaching and Learning shall be the performance evaluation tool unless the parties mutually agree to a different tool. Student growth and assessment data (including local and state assessment data) will be used to calculate 20% of the evaluation, and 80% of the evaluation will be based on objective criteria as determined by the evaluation tool. The grievance procedure may only be utilized if the evaluation procedures are not followed and the teacher receives a final rating of less than effective on their year-end evaluation. Any non-probationary member rated as developing or needing support may request a review with their building administrator before the final rating is submitted.

BIENNIAL EVALUATIONS

Any teacher who has received at least an effective rating on three consecutive year-end evaluations will be evaluated biennially.

- The biennial rotation will begin in the 2024-25 school year. The principal of each building will determine the group of teachers who will be evaluated in the 2024-25 school year, with the remaining group being evaluated in the 2025-26 school year.
- Any teacher on an Individualized Development Plan (IDP) will be evaluated annually.
- In a year in which a teacher is not scheduled for an evaluation, in certain circumstances the principal may choose to complete a full evaluation of the teacher. In this case, the teacher and the WBRCEA will be notified before the evaluation. The prior year's self-assessment and goals would be used.
- During the "off-year", teachers will not be required to do a self-assessment and goals. The final rating for that school year will be an effective rating from their previous year.

TEACHER TRAINING

All new teachers to the district will receive training on the evaluation process and tool during their new teacher orientation. All teachers will be provided refreshers on the evaluation process and tool every fall.

TEACHER EVALUATION PROCESS:

A. Self-Assessment and Goal Setting:

The teacher will complete a self-assessment of each evaluation rubric element in the evaluation platform and submit it to the administrator performing the evaluation by the second Friday in September. By the first Friday in October, the teacher will meet with the administrator to discuss one specific performance goal and there will be mutual agreement on the goal, determined by the administrator if agreement cannot be reached. The goal will be aligned to the evaluation tool, specific to the teacher's instructional needs, and aimed at improving performance, instruction, and student achievement.

B. Individualized Development Plans:

Any probationary teacher or any teacher who has been rated less than effective in one or more rubric elements may be provided with an Individualized Development Plan (IDP) developed by the administrator in consultation with the individual teacher. IDPs will be developed by the first Friday in October, or within four (4) weeks of being hired, or within four (4) weeks of notification of being placed on an IDP plan.

C. Observations and Teacher Provided Documents:

A classroom observation must include a review of the teacher's lesson plan, the state curriculum standards and the learning targets being used in the lesson, and a review of the pupil engagement in the lesson. These items must be provided to the administrator or designee, by the teacher being evaluated, at least 24 hours in advance for a scheduled observation, and upon request for an unscheduled observation.

Classroom observations as part of the year-end evaluation must be not less than 15 minutes. There must be at least two classroom observations. At least one observation will be unscheduled at the discretion of the administrator conducting the observation. Generally, half of the observations will take place in the first half of the year and the other half in the second half of the year.

D. Post-Observation Meeting and Feedback:

The administrator will provide feedback on the observation via Pivot under Noticings/Wonderings on the lesson plan, state standard, and pupil engagement within seven (7) calendar days of the observation. The post-observation meeting can be in person or electronic via Pivot. Should a teacher choose the electronic meeting option, teachers must respond to the Noticings/Wonderings in PIVOT within seven (7) calendar days. The administrator will provide the final feedback within thirty (30) calendar days of the original observation

E. Mid-Year Progress Reporting:

The performance evaluation system must include a midyear progress report for a teacher who is in the first year of the probationary period or who received a rating of minimally effective, ineffective, needing support, or developing in the teacher's most recent year-end evaluation. The midyear progress report must be used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist a teacher to improve.

The midyear progress report must include the performance goals outlined in section A above. At the midyear progress report meeting, the school administrator shall develop, in consultation and mutual agreement with the teacher (determined by the administrator if agreement cannot be reached) a written improvement plan that includes these goals, training, and is designed to assist the teacher to improve the teacher's rating. The midyear progress report must not take the place of a year-end evaluation.

F. Use of Student Growth, Assessment Data, and Artifacts (20%):

The District will use State Assessment Data (M-Step ELA and Math, PSAT, and SAT) on a three (3) year trend basis to calculate ten percent (10%) of total evaluation. State Data will be represented as a building level score that will apply to all teachers within the building.

For the other 10%, teachers will choose a goal determined from PLC work at the grade or department level. The teacher will keep a portfolio of the assessment, their class data, and instructional practices tied to student achievement on the goals chosen. At the goal setting meeting, the teacher and administrator will mutually agree on the assessment measures, determined by the administrator if agreement cannot be reached.

Exemption of Student Data: Teachers wishing to exempt a student based on chronic absenteeism will nominate a student for exemption during the submission of the student growth data. Students may be considered eligible for exemption from inclusion in the data if they miss one sixth (1/6) of the scheduled school days or more during the semester course or school year. If one student is exempted under these circumstances, all students meeting this criterion must also be exempted from inclusion in the student growth data.

G. Written Year End Evaluation and Rating Guidelines:

The performance evaluation system must assign a rating to each teacher of effective, developing, or needing support based on the teacher's year-end evaluation. A written evaluation, and feedback concerning the evaluation, must be provided in writing to the teacher being evaluated. The administrator performing the performance evaluation or designee will meet with the teacher being evaluated in order to discuss the written evaluation and feedback, including the teacher's performance rating.

H. Final Rating

Evaluation Scoring Areas and Percentages

	5D+	State Data	Local Data	Total
Weight	80%	10%	10%	100%