

2006-2009

Master Contract Agreement

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Between
The Board of Education
North Branch Area Schools
And
The North Branch Education Association

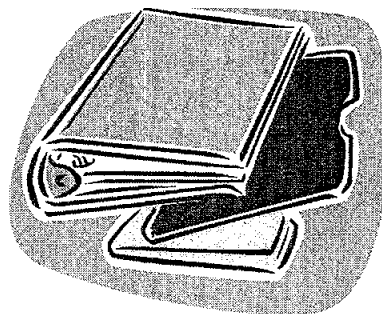
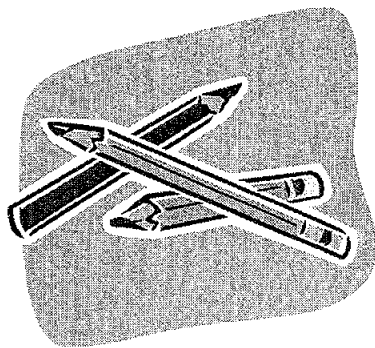


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ARTICLE 1 MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, limited only by the specific and express terms of the Agreement, all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing rights:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees in the performance of their duties.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotions; and to promote and transfer all such employees. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms of this Agreement, and then only to the extent such Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- C. Determine the placement of operations, productions, service, maintenance, or distribution of work, and the source of materials and supplies.
- D. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, building, departments, divisions or subdivisions, buildings or other facilities.

ARTICLE 2 RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for professional personnel, including personnel on probation and on tenure. The bargaining unit consists of classroom teachers, counselors, special education teachers, and librarians employed, but excluding supervisory and executive personnel and all others. The term "teacher", when used hereafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining unit as defined above.
- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this agreement.

ARTICLE 3 ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every professional employee of the bargaining unit shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan and the United States: that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association, or collective professional negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher, rights they may have under the Michigan General School Laws and Regulations.
- C. The Association and its representatives shall have the right to use school rooms on the same basis as other community groups and in addition, shall be specifically given the right to use a room for Association meetings after classes have been dismissed, subject to prior notification of the Superintendent or his designee and mutual agreement as to time and place.
- D. The Association shall have the right to use school facilities and equipment, including communication media and electronic resources, subject to board policies, at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use.
- E. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations or teacher responsibilities. Such officials shall notify the principal's office of their presence.

Article 3 (cont.)

- F. The Board shall notify the Association through the Association President, of all regular and special meetings at the same time that Board members are notified of such, by sending the Association a copy of the meeting agenda. The Board also agrees to send to the President of the Association a copy of the minutes of all Board meetings.
- G. The Board agrees that the Master Contract will be printed and distributed within forty-five (45) days of ratification by both parties.
- H. The Board agrees to furnish to the Association, in response to reasonable requests, all information to which they are legally entitled under the Freedom of Information Act. The Board, however, will not do any research for the Association, and the Association agrees to pay a reasonable cost for the information requested.

ARTICLE 4 DUES, FEES, AND PAYROLL DEDUCTIONS

- A. **Payroll Deduction:** Upon written authorization signed by a bargaining unit member or pursuant to paragraph B, the employer will deduct the appropriate amount of dues, MEA-NEA, NBEA, or service fees from the bargaining unit members' wages. Upon a court ruling that the district can legally make PAC payroll deductions, deductions for PAC contributions will be made only upon annual authorization by the employee at the beginning of each new school year. The annual authorization is the responsibility of the North Branch Education Association. The deduction will be taken in equal amounts from the first pay each month from the bargaining unit member. Deductions will begin with the first pay following the receipt of the authorization for new employees and the start of the school year for seniority employees. These payments will continue through the last payroll in June each year. Monies so deducted will be transmitted to the Association, or its designees, no later than twenty (20) days following each deduction.
- B. In accordance with the terms of this Article, each bargaining unit member within thirty (30) days of employment shall, as a condition of employment, join the Association or pay a Service Fee to the Association.

Association Members: Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.

Service Fee Payers: Bargaining unit members not joining the Association shall pay a Service Fee to the Association, as determined in accordance with MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive, unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

Non-Payment of Dues or Service Fees: If a bargaining unit member does not pay the appropriate amount of dues or service fees to the Association upon written notification by the Association, the employer shall deduct the amount from the bargaining unit member's wages and remit same to the Association. Should such involuntary payroll deduction become legally disallowed, the employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of the Article is Just Cause for discharge from employment.

Save Harmless Clause: In the event of any legal action against the Employer because of its compliance with the Article, the Association agrees to defend such action, at its own expense and through its own counsel. The Employer agrees to give timely notice of such action to the Association and to permit Association intervention as a party if it so desires. The Employer agrees to give full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available.

The Association will save the Board, including each individual school Board member and Administrator(s) harmless from any and all costs, including witnesses and reasonable attorney fees, back pay, unemployment compensation and all other incidental costs for which the Board may be liable by virtue of enforcing the provisions of the Article.

The Association, after consultation with the Board, has the right to defend, appeal, compromise or settle any claim made against the Board under this Article.

Article 4 (cont.)

C. Upon written authorization from the bargaining unit member, teachers may have payroll deductions for the following:

1. Equitable Life / Equi-Vest	Life/Annuity/Roth IRA
2. American Express Financial Advisors	Annuity
3. MEA Financial Service/Paradigm Equities, Inc.	Annuity
4. Farm Bureau Life Insurance Company	Annuity/Roth IRA
5. VALIC (Variable Life Insurance Company)	Annuity/Roth IRA
6. Horace Mann Life Insurance Company	Annuity
7. Edward Jones Financial Services	Annuity/Roth IRA
8. Lincoln Benefit Life	Annuity
9. Lapeer County School Employees Credit Union	
10. United Way	Contribution
11. MPSERS	Retirement Credit

Upon recommendation of the Association, one (1) additional annuity carrier may be added. When three (3) or fewer association members are utilizing the services of any particular annuity carrier allowable in this Master Agreement, no additional association members will be allowed to begin new deductions with that carrier to allow for the eventual elimination of that carrier from the Master Agreement.

Enrollment and changes shall be restricted to the first ten (10) workdays of the month preceding the month of the enrollment or change. Employees are restricted to making no more than 5 changes to an existing annuity or TDP during a year (Sept-Aug). Exceptions may be made for life crisis situations.

ARTICLE 5 TEACHING HOURS AND LOADS

- A. Teachers shall be guaranteed a minimum of 280 minutes of conference and preparation time per week. Although it may not always be possible, the district will attempt to schedule this conference and planning time in blocks of at least 40 minutes. Teachers' responsibilities during this time will be preparation of lessons, meeting with students and parents, conferring with colleagues and administrators, and other job related responsibilities. Teachers are to remain in their respective buildings during this time unless excused by the building principal.
- B. In an emergency, an extra class may be assigned to any teacher during their conference, either on a daily basis or an annual basis. Teachers who may substitute during their conference on a daily basis will receive the B-1 stipend per conference period. Teachers who may be assigned a class during their conference hour on a semester or annual basis will receive a percentage of their respective salary up to the seventh step. The percentage for extra class assignments will be 18%.
1. This payment shall be made to teachers who are absent from school for illness and/or disability.
 2. It is agreed that such extra class assignments shall be eliminated as soon as possible.
 3. It is agreed that the extra class assignments will be made only after the Administration has exhausted all other alternatives.
- C. The teacher's school day shall not exceed seven (7) hours and twenty (20) minutes. If it becomes necessary during the term of this agreement to add hours or days to the calendar to meet state mandated requirements, the parties agree to open negotiations to discuss how this can be best accomplished and to negotiate compensation for additional days and/or hours.
- D. All teachers shall be entitled to a duty-free, uninterrupted lunch period of not less than thirty (30) minutes.
- E. With the exception of special teachers (art, physical education, music) at the elementary school, teachers shall not be required to provide playground or lunch supervision. Special teachers will only be used in this capacity to meet the minimum instructional hour requirement.
- F. The Board pledges to strive to achieve educationally sound optimums in class size.

Article 5 (cont.)

G. Because the teacher/pupil ratio is an important aspect of an effective educational program, the parties agree that class size shall not exceed the following maximum standards, except in traditional large group instruction or experimental classes where the Association has agreed, in writing, to exceed these.

1. ELEMENTARY	OPTIMUM	MAXIMUM
Beginnergarten - Kindergarten	18	24
First - Second	22	25
Third	24	28
Fourth - Fifth - Sixth	26	30
2. SECONDARY	OPTIMUM	MAXIMUM
Seventh - Eighth	26	30
Ninth - Twelfth	28	30
Industrial Arts	20	22
Drafting	24	24
Physical Education	40	48
Music (Vocal and Instrumental)	80	96
Computers	30	30
Art	26	30
Special Education	Per State Guidelines	

3. The ratio of pupils to professional staff members in the District shall not exceed 30 to 1.

H. If, by the Count Dates each school year, the number of students in a given classroom exceeds the maximum stated in Section G, the appropriate building principal or designee shall initiate a conference with the affected teacher to work out a solution to the problem. Solutions may include, but are not limited to the following:

1. Rescheduling to equalize classroom loads.
2. Additional equipment and materials to aid the teacher in meeting the needs of the students.
3. Other agreeable solutions.

In addition, the affected teacher will, upon request, receive an additional payment as follows:

Kindergarten	\$47/student over maximum/trimester
Grade 1 - 6	\$93/student over maximum/trimester
Grade 7 -12	\$19/student over maximum/trimester for the first five (5) students \$37/student/trimester for all students over the first five (5) students

To receive the extra payment, the overload must have occurred for 50% or more of the respective trimester period.

ARTICLE 6 TEACHING CONDITIONS

A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, current periodicals, standard tests and questionnaires, electronic resources, computers, computer programs, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board undertakes promptly to consider all joint decisions thereon made by its representatives and the Association. The Board agrees at all times to keep the schools, their equipment and instruments equipped and maintained.

B. The Board shall provide:

1. A separate desk with drawer space for each classroom teacher in the District or appropriate space in the teacher's work room or mobile teaching stations for the use of traveling teachers.
2. Suitable space for each teacher to store coats.
3. Chalkboard or marker board space in every classroom.
4. Copies, exclusively for each teacher to use, of all texts and manuals used in each of the courses the teacher is to teach.

Article 6 (cont.)

5. In the secondary school, a complete unabridged dictionary for each Department, upon request.
 6. Storage space in each classroom for instructional materials and a two-drawer file cabinet, upon request, if need is shown.
 7. Attendance books, paper, pencils, pens, chalk, erasers, and other materials required in daily teaching responsibilities.
 8. The district pledges to continue working toward the goal of providing at least one computer in each classroom. Duplicating equipment will be provided in each building to aid in the preparation of instructional materials.
 9. All buildings will be provided with a fax machine as well as access to the Internet.
- C. In major remodeling programs and in any future buildings, the Board shall make available in each school, adequate restroom and lavatory facilities exclusively for staff use and a lunchroom/lounge combination, appropriately furnished, which shall be reserved for use as a faculty lounge. This lounge shall be for staff use only.
- D. Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks, which endanger their health and/or safety. Teachers will not be asked to perform bomb searches normally performed by law enforcement personnel. Teachers will perform visual searches before leaving their classrooms and while leaving the building or when outside the building. Teachers will report any unusual or suspicious items to the District administrator on site or to the law enforcement representatives on site. In the event of a bomb threat, teachers will supervise the safety of students.

ARTICLE 7 DEPARTMENT AND DEPARTMENT HEADS

- A. Selection of department heads, curriculum coordinators, and grade level coordinators will be made by the building principal after receiving and considering the written recommendations from association members within their department or grade level. These individuals will then be responsible for working collaboratively with the Director of Curriculum and Instruction, Building Principal, and Department Staff to:
1. Continuously review and evaluate the district's curriculum.
 2. Evaluate texts and other instructional materials for recommended adoption.
 3. Assist in the development of appropriate assessments for the curriculum.
 4. Ensure the district's curriculum is aligned with the Michigan Core Curriculum and statewide assessments.
 5. Provide input into the scheduling process.
- B. The parties agree that participation in department meetings by all appropriate staff is desirable and attendance at meetings is required unless the staff member is excused by the building administrator. Meeting times will be determined by the chair or coordinator with input from the members.
- C. Responsibilities of Department Chairs include:
1. Participation as needed in the District's efforts in developing and implementing curriculum.
 2. Scheduling department meetings with appropriate staff, providing members with an agenda prior to the meeting, and providing written summaries of meetings.
 3. Assisting in the development of department budgets, signing all requisitions, and maintaining record of expenditures and budget balances.
 4. Maintaining an inventory of texts, teaching supplies, and equipment within the department area.
 5. Working under the direction of the Director of Curriculum and Instruction, represent the department in making presentations to the Administration and Board of Education.
- D. Selection of counseling, special education, and physical education curriculum coordinators will be made by the building principal after receiving and considering the written recommendations from association members within their department. The responsibilities of the curriculum coordinators will include the following:
1. Participate and provide leadership in all district-wide curriculum development activities under the Director of Curriculum and Instruction.
 2. Meeting as required with members of the curriculum area or other department heads.

Article 7 (cont.)

3. Disseminating and collecting information regarding curriculum and assessment.
 4. Assisting in the planning of professional development activities to ensure the implementation and delivery of the District's core curriculum.
 5. Working under the direction of the Director of Curriculum and Instruction representing the curriculum area in making presentations to the Administration and Board of Education.
- E. At the elementary, grade level coordinators will be selected by the building principal after receiving and considering the written recommendations from association members within their grade level, one per grade K-6. Their responsibilities will include the following:
1. Participation as needed in the District's efforts in developing and implementing curriculum.
 2. Scheduling grade level meetings with appropriate staff, providing members with an agenda prior to the meeting, and providing written summaries of meetings.
 3. Maintaining an inventory of texts, teaching supplies, and equipment within the grade level area.
 4. Assisting in the planning of professional development activities to ensure the implementation and delivery of the District's core curriculum.
 5. Working under the direction of the Director of Curriculum and Instruction representing the curriculum area in making presentations to the Administration and Board of Education.

F. Departments

<u>Secondary (7 - 8 & 9 - 12)</u>	<u>Curriculum Coordinators</u>	<u>Grade Level Coordinator</u>
Math	Physical/Health Education (K-12)	Kindergarten/Begindergarten
Language Arts	Special Education (K-12)	First Grade
Science	Guidance Counseling (K-12)	Second Grade
Social Studies		Third Grade
Fine Arts (K-12)		Fourth Grade
Music		Fifth Grade
Visual Arts		Sixth Grade
Performing Arts		
Applied Arts (K-12)		
Industrial Arts		
Life Skills		
Business Arts		
Foreign Language (K-12)		

ARTICLE 8 DEPARTMENT BUDGETS

Secondary department heads and elementary teachers shall submit tentative budgets to their building principals by April 1. Principals are to review these budgets and submit them to the Superintendent by April 15. By May 15 of each school year, the Superintendent shall make tentative budgets available to each of the building principals with a copy to the President of the North Branch Education Association. In the event of financial uncertainties, the deadline dates may be altered by mutual agreement of the Superintendent and the North Branch Education Association.

ARTICLE 9 PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. New teachers will be employed by the Board for the regular teaching assignments who have at least a bachelor's degree from an accredited college or university and a Michigan teaching certificate whenever possible. This does not preclude the hiring of a non-degree person, as provided by law, who is eligible for a Michigan teaching certificate.
- B. New teachers must be fingerprinted as a requirement of employment. The Board will pay the cost of fingerprinting for staff hired prior to July 1, 2006.
- C. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned outside the scope of their certificate and their major or minor field of study, except temporarily and for good cause. Temporary shall be defined for the purpose of this point as not to extend beyond the end of the current school year.

Article 9 (cont.)

- D. Teachers will be given written notice of their tentative schedule for the forthcoming year by the end of the present school year. Teachers who will be affected by a change in grade or subject assignment shall be notified and given an opportunity to discuss the change prior to the change becoming final. Changes in grade or subject assignment will be made only for good cause and at least two (2) weeks prior to the opening of the school year whenever possible.
- E. The teachers will not be assigned any position on Schedule B-1 without their consent.

ARTICLE 10 VACANCIES, PROMOTIONS, AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing to the appropriate building administrator. The request should set forth the reasons for the transfer, the school, grade or position sought and the applicant's qualifications.
- B. The parties agree that unrequested transfers are to be minimized and avoided whenever possible.
- C. An involuntary transfer will be made only for changing enrollment, overall system instructional needs, reduction of staff, and other good causes. The Administration shall notify the affected teacher and the Association as soon as the necessity for an involuntary transfer is known.
- D. The Board declares its support of the policy of filling vacancies from within its own teaching staff. Whenever a vacancy occurs in a teaching position, the Superintendent shall notify the Association and post notice of same in teacher workroom, break room and/or office in each school building for no less than one week before the position is filled on a permanent basis. In addition, the posting will be attached to an email and sent to all association members. Vacancies shall be filled on the basis of length of service, certification, qualification and competency.
- E. Vacancies will be filled pursuant to Section D. However, if the Superintendent and Association agree, vacancies may be filled in a bid meeting as set forth below.
1. A bid meeting time and date will be scheduled to fill all vacant positions or newly created positions.
 2. Five (5) days prior to the bid meeting, all newly created or vacant positions will be compiled on a list and placed in each teacher's mailbox.
 3. Any teacher interested in changing positions must attend the bid meeting. If a teacher is unable to attend the bid meeting, the teacher may designate in writing another staff member to act in their behalf. A teacher unable to attend the bid meeting may also submit a written request for specific positions to his/her administrator.
 4. At the meeting, all vacant or newly created positions shall be filled by members of the bargaining unit who meet the certification for the position. Positions shall be awarded to certified applicants based on seniority.
 5. Positions left vacant after all members have had the opportunity to bid may be filled from outside the bargaining unit.
- F. The Association recognizes that when vacancies occur during the school year, or within two (2) weeks prior to the start of the school year, that it may be difficult to fill them from within the District without undue disruption of the existing instructional program. If the Superintendent so determines, such vacancy may be filled on a temporary or tentative basis until the end of the current school year, at which time the position will be considered vacant.
- G. Any teacher who shall be transferred to an administrative position and shall later return to teacher status shall be entitled to the seniority he/she had as a teacher, prior to becoming an Administrator.
- H. For the purpose of the Agreement, a vacancy shall be defined as a position in the unit, which was previously filled but is now vacant and the Board intends to continue the position. A vacancy shall also be defined as the creation by the Board of a new teaching position in the unit covered by this Agreement.
- I. The provisions of this Article do not apply to the annual assignments in Appendix B-1.

ARTICLE 11 ILLNESS AND/OR DISABILITY

The purpose of the sick leave program is to provide income protection for the employee to the extent herein provided during periods of involuntary absence due to personal illness or disability.

- A. At the beginning of each school year, each teacher shall be credited with twelve (12) days of sick leave upon reporting for work. Three of these days may be used for the teacher's personal business, for any reason, except participating in labor disputes. No Personal Business Days will be granted during Parent-Teacher conferences unless there is a compelling reason. Teachers planning to use a Personal Business Day shall notify the designated building principal by submitting the appropriate form at least two (2) working days in advance, except in the case of emergency. Personal Business Days will not normally be granted before or after a holiday recess. Generally, no more than two (2) Personal Business Days will be granted in any administrative unit per day. The unused portion of the sick days shall accumulate from year to year.

In the event that a first year probationary teacher leaves before one semester has been completed and has used more than six (6) of their Sick Leave Days, the Board shall dock said teacher the excess days over six, except if the teacher left for medical reasons.

Teachers employed for less than full-time shall have their sick leave benefits prorated.

1. a. Personal illness or disability - The teacher may use all or any portion of their leave to recover from their own illness or disability.
 - b. Illness in the immediate family - The teacher may use up to eight (8) accumulated sick days each year for illness in the immediate family.
 - c. Medical or nursing care - The teacher may use up to two (2) accumulate sick days to make arrangements for necessary medical care for members of the immediate family.
 - d. Deaths - The teacher may use up to one (1) accumulated sick day for the attendance of the funeral service for relatives not covered in the immediate family, exceptions may be made.
- B. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total number of days of sick leave credit.
- C. Leave of absence with pay, not chargeable against the teacher's allowance, shall be granted for the following reasons:
1. A maximum of five (5) days per school year for each death in the immediate family.
 2. The Board will pay the make-up portion between jury duty pay and the teacher's regular pay.
 3. Court appearance as a witness in any case, at the sole discretion of the Administration.
 4. With prior approval of the Administration, visitation at other schools for attending educational conferences and conventions including Educational Association meetings.
 5. An employee may have two (2) days for the death of great-grandparents, grandparents or grandchildren.
- D. The established sick bank shall continue to function according to the following provisions only:
1. At the beginning of the school year, if the number of days in the sick bank totals one hundred or less, each teacher shall have one (1) day deducted from their personal sick day allotment.
 2. If at any time during the school year, the number of days in the sick bank total fifty (50) or less, one (1) day shall be deducted from each teacher's sick day accumulation at that time. Any teacher, who has an accumulated total of zero personal sick days, will have one (1) day deducted from his personal sick day allotment at the beginning of the next school year.
 3. Each new hire to the teaching staff of the District will automatically contribute one (1) of their personal sick day allotment upon employment.
 4. The Sick Bank will be administered by two (2) teachers and two (2) Administrators. By a majority vote of the Sick Bank Committee, sick days may be denied. The committee may review an applicant's past attendance record and other relevant factors determined by the committee. The majority decision of the Sick Bank Committee shall not be the subject of any grievance.
 5. A person will be eligible to apply to the Sick Leave Bank when his own accumulated sick days are depleted.
 6. Persons withdrawing sick leave bank days will have to repay two (2) days per year until these days are paid back with credit given for days taken as a regular contributing member of the bank, as stated elsewhere in this section.

Article 11 (cont.)

7. The first twenty (20) school days of illness or disability will not be covered by the bank, but must be covered by the individual's own accumulated sick leave or absence without pay.
 8. An individual may withdraw the number of days from the Sick Bank to such a time as the individual qualifies for Long-term Disability benefits.
 9. One-half of the accumulated sick days of teachers leaving their employment with the district prior to eligibility under the provisions of Section G of this Article will be placed in the sick bank.
- E. Any teacher whose personal illness or disability extends beyond their accumulated and borrowed sick leave shall be granted leave of absence without pay for such time as necessary, but not to exceed one year. However, this time may be extended by the Board upon written request. The teacher shall return from this leave under the procedure as outlined in the return provision for unpaid leaves, Article 14, Section I.
- F. Teachers off on paid sick leave shall have their health insurance continued by the Board at Board expense.
- G. The Board shall pay the teacher for each day of accumulated sick leave, provided the teacher had fifteen (15) years of continuous service with the North Branch School System according to the following schedule: less than 100 days thirty (\$30) dollars, 100 or more days thirty-five (\$35) dollars, 200 or more days forty (\$40) dollars.
- H. Teachers will not have personal business and/or sick days (accumulated personal or sick bank days) deducted when school is closed on an "Act of God Day".
- I. Any teacher receiving Worker's Compensation benefits while using his accumulated sick leave shall pay to the school district an amount equal to the benefits received under Worker's Compensation.
- J. The representatives of the school district and Association agree that it is their mutual intent and understanding to fully comply with the terms and conditions of the Family Medical Leave Act of 1993 (FMLA). In so doing, the parties agree that employees requesting leaves of absence, pursuant to the FMLA, who are found eligible therefore, will be required to exhaust certain paid leave entitlements for which they may otherwise be eligible under the terms and conditions of the Master Agreement during their FMLA leave time. While the parties understand and agree that the rights established by the FMLA will not diminish any employee benefit programs or plans or paid leave provisions dictated by the terms of the Master Agreement, they also agree that any rights afforded by the FMLA will not be used to expand an employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA.
- K. Teachers will be paid a stipend at the end of each school year for good attendance as follows: 0 Absences 3 days substitute teacher pay, 1 Absence 2 days substitute teacher pay, 2 Absences 1 day substitute teacher pay.

ARTICLE 12 ASSOCIATION LEAVES

- A. At the beginning of every school year, the Association shall be credited with seven (7) days to be used for Association business. Such use shall be at the discretion of the President of the Association. Association days must be approved by the Superintendent and the appropriate building principal seven day in advance. In certain circumstances, the Superintendent may waive the 7 day notice period.
- B. Eight (8) additional days may be granted by the Superintendent if needed. The Board and the Association will each pay for four (4) days of the regular teacher's salary and the substitute cost on an alternating basis. At the Superintendent's discretion, the association may purchase additional days for Association business. Association days cannot be used for involvement in work stoppage or picketing.

ARTICLE 13 UNPAID SABBATICAL LEAVE

- A. Teachers who have been employed for seven (7) years consecutively by the Board may be granted a sabbatical leave for up to one year.
- B. The teacher must present, in writing, application for said leave in the April prior to the year of the requested leave.
- C. A teacher returning from a sabbatical leave shall be restored to their former position, if it has not been eliminated, or a position of like nature within their certification, and be given credit for one year on the seniority scale and pay scale.
- D. Provided there are enough people who actually qualify for sabbatical leaves, the Board may grant up to three (3) such leaves per year.

ARTICLE 14 UNPAID LEAVES OF ABSENCE

- A. A leave of absence for up to two years may be granted to any tenure teacher upon application for the purpose of participating in exchange teaching programs in other school districts, states, territories, countries, foreign or military teaching programs, or the Peace Corps, Teachers Corps, or Job Corps as a full-time participant in such program, provided said teacher states his intention to return to the school district.
- B. A leave of absence for one year shall be granted for the purpose of engaging in study at an accredited college or university related to the teacher's professional responsibilities subject to the following:
 - 1. The teacher shall have at least four (4) years experience in the District.
 - 2. The application must be made in writing, accompanied by evidence supporting its value to the District. The application must be submitted no later than sixty (60) days prior to the opening of school.
 - 3. Such leaves shall be limited to one (1) per school year from the entire staff.
- C. A military leave of absence, not to exceed five (5) years, except in war time, shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States of America.
- D. A leave of absence for one (1) year may be granted, upon application by June 1, to teachers who are officers of the North Branch Education Association, the Michigan Education Association, or the National Education Association.
- E. A leave of absence not to exceed one (1) term of office may be granted to any teacher, upon application, for the purpose of serving in a public office. If the teacher is elected or appointed to a public office, such leave shall be granted.
- F. A leave of absence shall be granted to any teacher for the purpose of childcare. For the purpose of this Article, eligible child care shall mean:
 - 1. Newborn infant and/or pre-natal.
 - 2. Newly adopted child.
 - 3. A child suffering from crippling, terminal, or critical illness or accident, as certified by a physician. It is further provided that:
 - a) The teacher will attempt to commence leave at a time that best provides for the educational continuity of the students, after a conference with the building principal. Subject to the foregoing, a pregnant teacher may commence said leave at her option anytime after the confirmation of pregnancy by her doctor.
 - b) The initial leave shall not exceed one (1) year. The leave may be extended up to an additional year by written request of the teacher and approval of the Board of Education. Such request may be made prospectively by the teacher at the time of request for the leave.
 - c) The leave of absence may be terminated prior to its expiration upon request of the teacher and approval of the Board of Education.
 - d) For seniority and salary purposes, the teacher shall be given credit for a full semester if the teacher teaches fifty (50) or more days during the semester in which the leave was granted.
 - e) A teacher's fringe benefits shall be paid on a pro-rated basis, proportionate to the amount of time worked during the year the leave was granted.
- G. In addition to leaves otherwise provided for in the Agreement, up to two (2) leaves per year shall be granted for the purpose of childcare. Said leave shall not exceed one (1) school year in length. Requests for said leaves for 1st Semester must be made before June 1 of the summer preceding the school year during which the leave is to be taken and before November 1 for the 2nd Semester. The Board may provide exceptions to the notification deadline and may, at its discretion, grant more than the two (2) mandated leaves. In the event more than two (2) such leaves are requested, the leaves will be granted to the first two (2) applicants.
- H. All of the above leaves may be extended at the sole discretion of the Board.

Article 14 (cont.)

- I. Unpaid leaves return procedures:
 - 1. Teachers shall confirm with their building principal their intent to return from all unpaid leaves by no later than May 15 of the last year of their leave.
 - 2. A teacher returning from leave shall be given the same position or one of similar nature.
 - 3. During a leave of absence, the teacher's seniority and accumulated sick leave shall remain frozen.
 - 4. Teacher's fringe benefits shall not be paid during unpaid leaves, unless otherwise provided in this Agreement.
- J. Teachers on any unpaid leaves of absence shall be subject to the provisions of the Reduction of Staff Article under this Agreement.

ARTICLE 15 ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of the respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. Freedom of individual expression will be encouraged and fair procedure will be developed to safeguard the legitimate interest of the schools and will exhibit by appropriate examples the basic objectives of a democratic society. Academic freedom shall be guaranteed to teachers. It is recognized that the building principal, as representative of the community through the Board of Education, retains the right to rule on the property of subject matter presentations and the materials to be used in the content of all course instruction. The decision of the principal may be appealed to the Superintendent and the Board respectively.

ARTICLE 16 CLASSROOM OBSERVATION AND EVALUATION

- A. The Board of Education and the Association are committed to providing a quality educational program. An effective teacher evaluation process that focuses on the improvement of instruction is an important component of a quality program. While the primary purpose of teacher evaluation is to improve instruction, teacher evaluation requires all teachers to meet established core performance expectations. The process of evaluation needs to be on going and constructive and should take place in an atmosphere of mutual trust and respect. The process requires cooperative effort on the part of the evaluator and the teacher.
- B. The continuous appraisal of each teacher's ability to meet the core performance expectations is essential. The core performance expectations are included in this Article.
- C. An evaluation shall be defined as a written appraisal of the manner in which a teacher discharges his/her duties and responsibilities and is successful in meeting the core performance expectations. An evaluation shall include, but not be limited to:
 - 1. At least two (2) observations of at least thirty (30) minutes each.

If a teacher is not meeting the core performance expectations and as a result performance is less than satisfactory.

- 1. A program stating the problems and stating specifically how the teacher is to improve and the consequences of failure to do so.
 - 2. Adequate opportunity for the teacher to make improvements.
 - 3. Assistance from Administration and school district resources to help the teacher improve.
 - 4. If discharge of a teacher is to be considered because of inadequacies observed in the teacher's professional work, such action must minimally be preceded by the evaluation process set forth in this Article and one or more observations of the teacher in question by at least two (2) Administrators.
- D. An observation shall be defined as a visitation of the teacher's classroom by an Administrator for the purpose of evaluating the proficiency of the teacher. The Administrator will endeavor to make this visitation in such a way as to minimize any disruption of the normal classroom. Association members will not participate in the formal evaluation of another association member under this agreement.

Article 16 (cont.)

E. The process for evaluating probationary teachers shall include:

1. All probationary teachers will be formally observed at least two (2) times each year. These observations will take place at least sixty (60) days apart unless mutually agreed upon to waive the day requirement. The principal shall provide the teacher written and/or verbal feedback based on the observations within ten (10) school days of observation.
2. Before the end of the first semester of the first probationary year and then annually during the remaining probationary years, the principal, in consultation with the teacher will develop an Individualized Development Plan (IDP).
3. The teacher will do an artifact collection each probationary year and review the collection with the building principal.
4. The teacher will use a student evaluation/input device at least once each probationary year.
5. The principal will prepare an annual evaluation prior to the last day of April of each probationary year. This evaluation will serve as a summary of the classroom observations, artifact collection and review, and progress in meeting the goals of the teacher's IDP. The teacher's signature on the written evaluation acknowledges receipt of a copy of the evaluation. A teacher may, within twenty (20) days of receiving the evaluation report, provide an attachment if it is felt that the evaluation report was unjust or incomplete. The attachment will be placed in the teacher's personnel file. Probationary teachers who are evaluated and found to be less than satisfactory, are not meeting core performance expectations, and who do not meet the goals of their IDP may be dismissed. The president of the Association shall be notified of all recommendations to dismiss probationary staff prior to that recommendation being made to the Board of Education.

F. In the evaluation process, tenured teachers who fail to meet the district's core performance expectations with specific documented evidence that one or more of the district's expectations has/have not been met and receive a less than satisfactory rating will be notified in a meeting that they are being placed in the Intensive Assistance Program (IAP). The goal of the IAP is to help all teachers be successful. Teachers who demonstrate improvement are moved back into the Professional Growth Process. In the event that the teacher feels his/her evaluation at anytime during the process was incomplete or unjust, he/she may, within twenty (20) days from receipt of the evaluation report, put his/her objections in writing and have them attached to the evaluation report to be placed in his/her professional file. The following components shall be part of the IAP:

1. The teacher is verbally reminded in a meeting by the administrator that his/her performance is not meeting the core performance expectations. The administrator will provide documented information about the nature of the problem(s) and specific assistance for improving performance.
2. If the teacher's performance does not improve and the problem(s) with specific documented evidence continue, the administrator, in consultation with the teacher will prepare a written IDP. This IDP will identify the specific core performance expectations not being met, the specific ways the teacher is to improve, and specific assistance to be provided by the administrator. If requested, the administrator shall have demonstrated the desired performance where applicable. Reasonable time shall be allowed to obtain the necessary implementation and improvement(s).
3. When the IDP is developed and provided to the teacher who is involved in the IAP, the district shall notify the Association president and the staff member shall be entitled to have a representative of the Association present during the meeting to discuss the plans of assistance between the teacher and the administrator.
4. Teachers who are involved in the IAP shall be observed in the classroom on a minimum of two (2) occasions by an administrator in the district. These observations as well as the teachers' success in meeting the goals of the IDP shall, as a minimum, be the basis of the written performance evaluation. In the event it is determined that a staff member's performance continues to be unsatisfactory after the IAP process, steps may be taken to initiate dismissal in accordance with the Michigan Tenure Act.

Article 16 (cont.)

PROFESSIONAL GROWTH PROGRAM

Tenured teachers who are meeting the district's core performance expectations will participate in a process of collaborative goal setting called the Professional Growth Program. In the goal setting situation, once the goals have been established they become parameters which serve to focus the attention of the supervisor on what is happening in a classroom situation. This cycle involves four (4) steps:

1. The staff member and administrator meet to collaboratively establish one or more goals based on areas that are of concern or interest by November 1.
2. With assistance from the administrator, the teachers plan activities, time lines, and a means of assessing progress in meeting the goal(s).
3. Throughout the year, the administrator provides support and assistance in the form of classroom observations, feedback, and data collection. Regular conferences will be held by January 30 and March 30.
4. The teacher and administrator provide a year-end report on a form provided by the district summarizing the progress in meeting the identified goals. Generally, the administrator will work with approximately one-third of the tenured staff each year in the Professional Growth Program. The administrator will provide a year-end performance report for each tenured teacher who is involved and this written performance report shall, in part, be based on at least two (2) classroom observations. It is the joint goal of the parties to have every tenured teacher actively involved in this process at least once every three (3) years.

CORE PERFORMANCE EXPECTATIONS

The continuous appraisal of each teacher's ability to meet core performance expectations is essential. At North Branch Area Schools, the core performance expectations include the following:

INSTRUCTION

1. Develops and maintains an organized and orderly learning environment.
 - A. Meets learners at designated locations and times.
 - B. Has materials organized and readily available for instruction.
2. Prepares for assigned classes and shows written evidence of preparation and implementation at the request of the immediate supervisor.
3. Provides an effective program of instruction based on the needs and capabilities of the individuals or student groups involved. This should include, but not be limited to:
 - A. Review of previously taught material as needed.
 - B. Presentation of new material.
 - C. Demonstrates appropriate knowledge of subject matter.
 - D. Provide opportunities for active learner involvement.
 - E. Use of a variety of teaching materials and techniques.
 - F. Evaluation of student progress on a regular basis using various assessment tools.
4. Correlates individual instructional objectives with the philosophy, goals, and objectives of the district.

ENVIRONMENT

1. Develops and maintains a classroom environment consistent with the staff member's style and norms of the building program, using appropriate classroom activities, and within the limits of the resources provided by the district.
2. Maintains acceptable standards of classroom behavior by conveying clear behavioral expectations to students.
 - A. Treats students with dignity and respect.
 - B. Manages disruptive behavior constructively.
 - C. Demonstrates fairness and consistency in the handling of student problems.

Article 16 (cont.)

COMMUNICATION

1. Is available to students and parents for education-related purposes outside the instructional day when necessary and under reasonable terms.
2. Cooperates with other staff members in planning instructional goals, objectives, and methods.
3. Works to establish and maintain open lines of communication with students, parents, and colleagues concerning both academic and behavioral progress of all students.
4. Establishes and maintains cooperative professional relations with others.
5. Models effective verbal and written communication skills.

POLICY AND PROCEDURE

1. Takes all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
2. Maintain records as required by law, district policy, and administrative regulations.
3. Assists in upholding and enforcing school rules and administrative regulations.
4. Attends and participates in faculty, department, and district meetings along with appropriate professional development.
5. Assists in the selection of books, equipment, and other instructional materials.
6. Performs related duties as assigned by the administration in accordance with district policies and practices.

ARTICLE 17 PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety and the teacher shall not be required to do normal custodial duties.
- B. A teacher shall at all times be entitled to have present a representative of the Association when they are being formally reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived any professional advantages without Just Cause. The provisions of this section do not apply, nor are they extended to any teacher holding a position listed under Appendix B-1 of this contract. All information forming the basis for disciplinary action will be made available to the teacher.

ARTICLE 18 REDUCTION OF STAFF

- A. When a reduction of staff is necessary, the Board of Education shall determine the areas or departments where staff will be laid-off. After that determination is made, the following guidelines will be followed:
 1. No tenure teacher shall be dismissed due to ROS until all probationary teachers in that area or department have been dismissed.
 2. Dismissal due to ROS will be based on length of service within the district. In the event that more than one teacher has the same experience and date of hire, the affected teachers shall participate in a drawing to determine their position on the seniority list.
- B. Teachers dismissed due to ROS may relocate in other departments in accordance with the following guidelines:
 1. Tenure teachers shall have the first priority based on seniority.
 2. Tenure teachers so affected shall bump other teachers.
 3. Bumping order for Secondary (7-12) and Elementary Art, Music, and Physical Education teachers will be:
 - a) First bump must be the lowest seniority person in the teacher's major.
 - b) Second bump is lowest seniority person in the teacher's minor.
 - c) Third bump is lowest seniority person in the teacher's certification.

Article 18 (cont.)

4. Bumping order for elementary teachers (K-6) will be:
 - a) First bump must be the lowest seniority elementary teacher.
 - b) Second bump is lowest seniority person in teacher's certification.
5. The Board shall not create any departments to fit secondary areas of any teachers subject to relocation.
- C. Reasons for reduction in teacher personnel shall be limited to reduction in student enrollment, shortage of revenue, or "Acts of God" shall be defined as any condition not within the control of the Board, making it a practical impossibility to operate one or more schools.
- D. The decision as to the existence of cause for a reduction of personnel may be the subject of a grievance.
- E. In the event it becomes necessary to reduce the number of teachers through lay-off of employment or to reduce the number of teachers in a given subject area, field, or program or eliminate or consolidate positions, the Board shall determine the order of lay-off, provided however, such action shall not be contrary to Section A.
- F. Any teacher on lay-off shall be recalled in inverse order of lay-off provided they are certified for the vacancy. No new teachers shall be employed by the Board of Education while there are teachers who are laid-off, unless there are no laid-off teachers with proper certification to fill any vacancy which may arise.
- G. The Board shall give written notice of recall from a lay-off by sending a registered or certified letter to said teacher at their last known address. It shall be the responsibility of each teacher to notify the Board of any change of address. The teacher's address, as it appears on the Board's records, shall be conclusive when used in connection with lay-offs, recalls, or other notice to the teacher. Failure to accept a position within ten (10) days of notice will terminate recall rights.
- H. A teacher, who is laid-off and accepts a teaching position elsewhere before recall and is unable to obtain a release, shall be retained on the recall list in accordance with their accrued seniority for the remainder of the school year in which the recall was made. If a position is available for the next school year and the teacher is able to obtain a release, the teacher must return to or forfeit all recall rights. If no position is then available, the recall right shall be continued.
- I. Teachers who are laid-off under this Article shall be given priority in teaching substitute assignments at the substitute teacher rate if they are interested. If there are three (3) consecutive denials, the Board is under no obligation to contact again.
- J. A seniority list shall be provided each fall, to be certified by the Association.

POINTS OF CLARIFICATION REGARDING REDUCTION OF STAFF (ROS)

1. For purposes of bumping, certification shall mean the teacher's certification held at the time of notice of lay-off.
2. Special Education shall be considered as a department with respect to ROS. It shall be treated as art, physical education, and music in the elementary school.
3. Vacancies occurring after lay-offs will be posted for internal transfer as per the Master Agreement. Transfers will be allowed unless they exclude the highest seniority and certified person on lay-off from being recalled.
4. Provisions will be made for voluntary transfers after the ROS provisions have been implemented providing such changes meet with the approval of the teachers affected and the Administration.
5. For the purpose of ROS, Title I staff will be considered as elementary teachers.
6. When grade level positions are reduced or eliminated in the elementary schools (including Title I):
 - a) The teacher(s) with the least district seniority in the affected grade level(s) will be displaced and placed in a pool.
 - b) The positions held by an equivalent number of elementary teachers with the least district seniority will be considered vacant. The teachers holding these positions will be placed in the pool.
 - c) The vacant positions will be made available to those individuals in the pool based on seniority. The teacher with the most seniority will have first choice, etc.
 - d) Those individuals remaining in the pool will then have the opportunity to bump in their area of certification.

Article 18 (cont.)

7. In the secondary school, if a department is reduced by one or more staff members, the individual with the lowest seniority within the department will be displaced and placed in a pool. This individual will then exercise bumping rights as per ROS provisions.

ARTICLE 19 SCHOOL CALENDAR

- A. The parties agree that for the term of this Agreement, the school calendar shall be set forth in Appendix A. There will be no deviation from, or change in, the school calendar except by mutual agreement of the Board and the Association. If additional instructional hours are required, they will come from a reduction in professional development time.
- B. There shall not be more than two regular teacher meetings per month.
- C. Teachers shall be notified of regular meetings at least two weeks in advance.
- D. Teachers shall be given as much notice as possible for special meetings.
- E. Meetings shall not be prolonged unnecessarily.

ARTICLE 20 PROFESSIONAL COMPENSATION

- A. The basic salaries of teacher covered by the Agreement are set forth in Appendix B, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated period.
- B. Newly hired teachers shall be given credit for up to four (4) years outside teaching experience on the Salary Schedule. The Superintendent may grant up to ten (10) years outside teaching experience.
- C. Teachers shall receive an annual longevity payment for continuous services within the school district based on the following:

- 2% beginning the 12th year of service
- 3% beginning the 15th year of service
- 4% beginning the 20th year of service
- 5% beginning the 25th year of service

Percentages for longevity are figured on the BA step 4 of the salary schedule. Longevity eligibility is computed at the beginning of each school year and is paid each eligible year until retirement or separation.

- D. Teachers involved with extra-duty assignments as set forth in Appendix B-1, which is attached to and incorporated in the Agreement shall be compensated in accordance with the provisions of this Agreement.
- E. Teachers required in the course of their workday to drive personal vehicles for school business, with prior approval of the Administration, shall receive an allowance of forty cents (.40) per mile.
- F. In recognition of service to the school district, teachers who have been employed for at least ten (10) years shall be eligible for one of the following payments upon separation from the district:
- 1. Terminal leave payment of thirty-five dollars (\$35) for each year of service upon separation, or
 - 2. Retirement leave pay of sixty-five dollars (\$65) for each year of service upon retirement.
- G. Effective beginning with the 2007-2008 pay cycle, salaries shall be paid two times per month on the 8th and the 23rd. When the pay date falls on a Saturday paychecks will be distributed on the preceding Friday and when the pay date is on Sunday the paychecks will be distributed on the following Monday. Teachers will have the option to take their pay over twenty (20) or twenty-four (24) installments.
- H. Verification for Change of Degree Form must be submitted within thirty (30) days from the start of a school year for full credit or by January 21 for half credit on the degree advancement. Submission after the thirtieth (30th) day will cause a pro-ration for the remainder of the school year.

Verification will be satisfied by any of the following:

- 1. Transcript
- 2. Grade report of a passing grade
- 3. Letter from professor that the course requirements have been completed.

Article 20 (cont.)

- I. No duplicate credits will be counted toward advancement on the Salary Schedule. Salary adjustments for completion of a Masters degree or additional hours as specified in Appendix B will be graduate level courses earned at an accredited college or university. If the college or university requires undergraduate level coursework as part of a planned program, the teacher must seek prior approval from the Superintendent by completing an Authorization Form. See Attached A

The parties agree that all individuals who have a BA+35 at the start of the 93-94 school year may use up to fifteen (15) credits earned past the BA toward the MA+15 after completion of the Master's degree. Hours used for the Master's degree cannot be used for the MA+15. Any teacher who does not have the BA+35 at the start of the 93-94 school year will be required to obtain prior approval of the Superintendent for any coursework toward a BA+35.

- J. An employee must work at least 50 days in a school year to receive longevity or salary schedule credit for that school year. Credit will be given as a full or a half year based on a pro-ration of days worked.

ARTICLE 21 INSURANCE PROTECTION

- A. The Board shall pay the premium cost for the following fringe benefit options for a full twelve (12) month period for the bargaining unit employee and his/her entire eligible family.

Option 1 - For employees electing Health Insurance

Health Insurance: MESSA Choices II or equivalent
Preferred Prescription (PPO) - \$10/\$20 Drug Card
(includes \$5,000 AD&D Basic Term Life)

Negotiated Long-Term Disability: 66 2/3% of annual contractual salary
\$6,000 monthly maximum benefit
90 Calendar days - Modified fill
Maternity Coverage
Pre-existing Condition Waiver
Freeze on offsets
Alcoholism/Drug Waiver - same as other illness
Mental/Nervous Waiver - same as other illness
Recurrent Disability Clause
Rehabilitation Clause

Negotiated Life: \$50,000 with AD&D and Waiver of Premium
Vision: VSP 3 Plus (plan year is July - June)
Dental: 80/80/80/80 - \$1,500 with Adult Ortho, or 50/50/50 - with Adult Ortho
\$1,000 maximum for Class I and II
(plan year is July - June)

Option 2 - For employees not electing health insurance

Negotiated Long-Term Disability: 66 2/3% of annual contractual salary
\$6,000 monthly maximum benefit
90 Calendar days - Modified fill
Maternity Coverage
Pre-existing Condition Waiver
Freeze on offsets
Alcoholism/Drug Waiver - same as other illness
Mental/Nervous Waiver - same as other illness
Recurrent Disability Clause
Rehabilitation Clause

Negotiated Life: \$50,000 with AD&D and Waiver of Premium
Vision: VSP 3 Plus (plan year is July - June)
Dental: 80/80/80/80 - \$1,500 with Adult Ortho, or 50/50/50 - with Adult Ortho
\$1,000 maximum for Class I and II
(plan year is July - June)

Article 21 (cont.)

The employee shall sign a participation agreement.

All benefits will be paid according to the terms of the insurance contract in force at the time of the claim.

B. Employees once per year, during open enrollment, may make the election under the Flexible Benefit Plan to the Medical Opt-Out Plan. This Plan provides employees with a cash payment of \$180 once per month. (MESSA-PAK Option 2 provides no health benefits)

C. Employees may apply the cash opt-out payment to the following:

1. A tax deferred annuity (companies listed under Article 4)
2. MESSA options
3. Cancer insurance

The parties may mutually agree to add options and carriers to this list. Any contribution amounts must be authorized for payroll deduction by the employee.

D. The Board shall make payment of insurance premiums for all persons who complete their contractual obligation to assure insurance coverage for a full twelve (12) month period. The open enrollment dates will be the first day of school through September 30 each year.

E. A disabled teacher cannot collect Worker's Compensation for a disability that has already been covered by the teacher's own accumulated sick days or by other forms of Board paid insurances. Teacher receiving Worker's Compensation under the above conditions will pay back to the Board an equal amount received from Worker's Compensation.

F. There shall be no duplication of Health Insurance coverage for any employee except when the employee's spouse cannot drop their insurance coverage.

ARTICLE 22 SPECIAL TEACHING ASSIGNMENTS

A. Teachers shall be informed of a telephone number they may call to report unavailability for work. It shall be the responsibility of the Administration to arrange for a substitute teacher. When substitutes are unavailable and it becomes necessary to use a regular teacher as a substitute, volunteers will be sought from all available classroom teachers within the building before the assignment is made. In the event that regular teachers covered by this Agreement are used as substitutes on an emergency basis, said teachers shall be compensated according to Appendix B-1. Teachers whose building is closed due to an Act of God shall not be required to work as a substitute.

B. Substitute teachers teaching more than forty (40) consecutive days in the same assignment will be advanced to the negotiated salary schedule based on their experience and degree for the remainder of the assignment. However, these substitute teachers are not members of the bargaining unit according to this agreement.

ARTICLE 23 STUDENT DISCIPLINE AND TEACHER PROTECTION

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

B. A statement of the Board's policy concerning corporal punishment and the handling of student discipline problems can be found in the teacher's handbook.

C. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board may provide legal counsel to advise the teachers of their rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

Article 23 (cont.)

- D. If any teacher is complained against or sued as a result of any actions taken by the teacher while in pursuit of their employment, the Board will underwrite the cost of legal counsel to be selected by the Board and shall render all necessary assistance to the teacher in their defense. The teacher must have been acting within the boundaries established by the Board and/or in a reasonable manner, as determined by the Board.
- E. Time lost by a teacher in connection with any incident mentioned in Section C and D shall not be charged against the teacher.
- F. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher which results from an assault on the teacher or an altercation in which the teacher is carrying out the teacher's duties, as prescribed by the Board policies.
- G. No disciplinary action shall be taken upon any complaint directed toward a teacher, nor shall any notice thereof be included in the said teacher's personnel file unless such matter is reported, in writing, to the teacher concerned.
- H. Teachers shall be expected to exercise reasonable care and respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property.
- I. No material or complaints originating after initial employment will be placed in the teacher's personnel file unless the teacher has had an opportunity to review the material. If such complaints are to be placed in the teacher's personnel file the following shall take place:
 - 1. The complaints will be put in writing.
 - 2. Names of complainants and Administrative action will be stated.
 - 3. The teacher may submit a written statement regarding any material, which shall be attached to the file copy of the material in question.
 - 4. If said material is deemed inappropriate by the teacher, said teacher may challenge the material through the grievance procedure.
- J. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file within the established guidelines of the Freedom of Information Act. A representative of the Association may be requested to accompany the teacher in such review. A representative of the Administration shall also be present during the review of personnel files.
- K. Material of a derogatory nature will be removed from a teacher's personnel file after five (5) years.
- L. If the district receives an FOIA (Freedom of Information Act) request for any information concerning a teacher the District will provide the teacher with a list of what is being requested. The teacher shall have the opportunity to review the District's proposed response and provide input concerning the proposed response.

ARTICLE 24 PROFESSIONAL GRIEVANCE PROCEDURE

A. DEFINITION

- 1. A grievance shall mean a complaint by a teacher in the bargaining unit that there has been a violation, misinterpretation, or inequitable application of a specific provision of the Agreement. Except that, the term grievance shall not apply if the teacher selects another method of redress, e.g., the Tenure procedure, Civil Rights Commission, MERC, etc.
- 2. As used in this Article, the term "grievant" may mean a group of teachers having the same grievance.
- 3. Failure at any step of this procedure by the Board or its representative to communicate the decision on the grievance within the specified time limit shall permit the teacher or Association to lodge an appeal to the next step of this procedure. Failure to appeal a decision within the specified time limit shall be deemed an acceptance of that decision. All time limits in this Article may be extended by mutual consent.

Article 24 (cont.)

B. PROCEDURE FOR HANDLING

1. A grievant who feels that they have a grievance must first take the matter up verbally with the principal of the school within five (5) days of when they became aware of the matter. At the grievant's option, a representative of the Association may be present.
 2. If this fails to resolve the grievance, the grievant shall reduce the grievance to writing, specifying the section of the contract the grievant alleges is violated, the events that caused the alleged violation and the remedy sought and present it to the principal within ten (10) days of when he became aware of the act or condition.
 3. Within five (5) days of receipt of the written grievance, the principal will arrange a conference with the view of satisfactorily resolving the grievance. At the time of the conference, the grievant may appear alone or they may be represented by the Association, or both. Such conference shall be scheduled at a time when there is no disruption of the normal school routine and duties of the grievant.
 4. Within five (5) days after such conference, the principal shall answer the grievance, in writing.
 5. If the grievance is not appealed within five (5) days after receipt of the written answer of the principal's decision, the principal's decision shall be final.
 6. If the grievant does not accept the principal's written answer, the grievance may be appealed to the Superintendent of Schools by sending such notice, in writing, to him within five (5) working days from the date of the principal's written decision. If the grievance arises from the action or authority higher than the principal, the Association may present such grievance at the Superintendent level within the time limit specified in Section B-1 above.
 7. Within ten (10) working days of receipt of the written appeal, the Superintendent or his designated representative will arrange for a conference with the grievant and/or the Association representative to satisfactorily resolve the grievance. Such conference shall be scheduled at a time when there is no disruption of the normal school routine and the duties of the grievant.
 8. Within five (5) working days, the Superintendent or his designated representative shall answer such grievance in writing. Such answer shall be final and binding unless appealed to the next step within five (5) days from the date of the Superintendent's written decision.
 9. At the next Board meeting, the Board, in executive session, only if the nature of the grievance is consistent with the Open Meeting Act exemptions, shall hear the grievance by the grievant and with association representation, and shall render a decision, in writing, on the grievance ten (10) days from the hearing. The decision of the Board shall be final unless within ten (10) working days of receipt of the decision of the Board the grievant and the Association shall invoke the arbitration provision of this Article by notifying the Board, in writing.
 10. At the request of the grievant and the Association, the grievance may be submitted to binding arbitration before an impartial arbitrator. The parties may select an impartial arbitrator within fifteen (15) days. If the arbitrator is not agreed upon, the dispute may be submitted to the American Arbitration Association who will submit a list of arbitrators. The decision of the arbitrator from the American Arbitration Association will be binding.
 11.
 - a. The failure to re-employ a probationary teacher shall not be the subject of a grievance, but shall be governed by the applicable law.
 - b. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
 - c. Only one grievance at a time may be taken to a particular arbitrator, unless mutually agreed to do otherwise.
 - d. The arbitrator may not, in effect, grant the Association that which it was unable to secure during the collective bargaining negotiations.
 - e. The word "day(s)" as used in this Article shall mean school day(s), except during the summer vacation when it shall mean calendar days.
 - f. If at any time during this process the grievant or administration requires more days for research at any step, either party may request up to five (5) more days. This is to be done in writing, dated before the final day in that step.
 12. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for any expense of witnesses or representatives of the other party.
- C. At any conference under this grievance procedure, the grievant, Association, and the Board, may have present any and all witnesses they desire. If any party is to be represented by legal counsel or MEA advisor or Uniserv director, notice shall be given to the other parties at least twenty-four (24) hours in advance of the conference.

ARTICLE 25 PROFESSIONAL NEGOTIATION PROCEDURES

- A. No later than May 1 of each school year the parties shall initiate negotiations for the purpose of entering into a successor Agreement for those Articles and sections that are opened that year to negotiations.
- B. Neither party in any negotiations shall have control over the selection of negotiation or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- C. There shall be three signed copies of any final Agreement. One copy shall be retained by the Board, one by the Association, and one by the Superintendent.
- D. A teacher engaged during the school day in negotiations on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary. If the meeting during the day is at the initiative of the Association, the Association shall arrange coverage of classes missed with regular staff members who shall give up their conference periods without pay. If the meeting is at the initiative of the Board, the Board shall provide for the staff members released from their duties.

ARTICLE 26 DEFINITIONS OF TERMS

- A. Immediate Family includes:
 - Spouse
 - Parents and step-parents of employee and/or spouse
 - Child/children (own, adopted, step, and/or legal foster)
 - Brothers and sisters (also, step and half brothers and sisters)
- B. Eligible Employee shall mean each and every employee covered by the recognition.
- C. Service shall mean continuous employment in a school or schools of the District.

ARTICLE 27 MISCELLANEOUS PROVISIONS

CONTINUITY OF OPERATIONS

- A. The Association and the Board subscribe to the principle that differences regarding interpretation of this Master Agreement shall be resolved by peaceful and appropriate means without interruption of the school system. The Association and its agents and the Board of Education, therefore, agree that it shall not authorize, instigate, cause, aid, encourage, ratify, or condone a slow-down, or stoppage of work, boycott, or any other interruption of activities by teachers in the North Branch school system to enforce the terms of this Agreement.
- B. Nothing in this Article shall require the Board to keep the schools open in the event of severe inclement weather or when otherwise prevented by an Act of God. When the District is closed to students due to the above conditions, teachers shall not be required to report for duty.
- C. This Agreement incorporates the full thinking of the parties on negotiable subjects. No agreement, alteration, understanding, or modification herein shall be made by any employee or group of employees with the Board, unless executed in writing between the parties, and the same has been ratified by the Board and the Association.
- D. This Agreement shall supersede any rules, regulations, or past practices of the Board which shall be contrary to, or inconsistent with, the terms of this Agreement. Past practices shall not be recognized, unless committed to writing and incorporated into this Agreement.
- E. If any provisions of the Agreement or any application of this Agreement to the Association and/or Board shall be found contrary to law, then such provisions or application shall be deemed invalid. However, other provisions and applications shall continue to be in full force and effect.

ARTICLE 28 EARLY RETIREMENT INCENTIVE PLAN

The Early Retirement Incentive (ERI) Plan will be discontinued upon ratification of this contract and is only available to employees hired prior to December 1, 2006 as follows. Teachers with eleven or more years of service at North Branch Area Schools at the beginning of the 2006-2007 school year will be entitled to the ERI based on the provisions of this Article. Teachers with less than eleven years at the beginning of the 2006-2007 school year must have accumulated 150 unused sick days to be eligible for the ERI plan.

RESTRICTIONS AND QUALIFICATIONS

- A. A teacher who has taught in North Branch Area Schools for at least twenty (20) years and who qualifies for retirement under the State Retirement System may, at his/her option terminate employment and receive a stipend. The teacher who terminates his employment, pursuant to this Article, will receive an annual stipend based on the schedule in paragraph F.
- B. No more than five (5) teachers may retire under this Plan per year and must submit their request by May 1st of the school year they are planning to retire. The Board may consider other applicants in addition to this number.
- C. Benefits will be deemed non-elective employer contributions and will be deposited to the employee's Section 403(b) tax sheltered annuity with MEA Financial Services/Paradigm Equities Plan (Plan) in 24 equal monthly installments beginning in February for mid year retirees or September for school year retirees.
- D. No subsequent contract negotiations shall alter benefits awarded employees under this Article.
- E. Benefits of the program will continue through the 24th installment; to be deposited to the Plan for benefit of the designated beneficiary should the retired employee die before the final installment has been made.

F. STIPEND SCHEDULE

Plan 1: During the first and second year of qualifying for retirement, a stipend of \$18,000 will be deposited on behalf of the applicant into the Plan in 24 equal monthly installments.

Plan 2: During the third and fourth year of qualifying for retirement, a stipend of \$15,000 will be deposited on behalf of the applicant into the Plan in 24 equal monthly installments.

Plan 3: During the fifth year of qualifying for retirement, a stipend of \$12,000 will be deposited on behalf of the applicant into the Plan in 24 equal monthly installments.

A teacher will be eligible for this stipend up to the point in time that he qualifies for Social Security Benefits.

The Early Retirement Plan will be null and void if any portion of the Plan is in violation of any State and/or Federal law.

ARTICLE 29 SHARED AND/OR PART-TIME ASSIGNMENTS

- A. With the approval of the employer, two (2) teachers may agree to share an assignment/position that otherwise would be performed/occupied by a single teacher. For the purpose of this Article, a shared assignment is working each day, but less than a full day. In elementary assignments, this would be teaching either morning or afternoon, while in the secondary assignments, it would mean having less than the normal number of assigned instructional periods per day.

During the period of shared assignment, teachers remain subject to and may exercise options under the provisions of Article 10, Vacancies, Promotions, and Transfers.

- B. A shared time/part-time teacher shall receive all accrued contractual benefits pro-rated to the percentage they work, as compared to a full-time teacher.
- C. Teachers working in a shared-time or part-time assignment may select either twenty (20) or twenty-four (24) pays, the same as full-time staff.

Article 29 (cont.)

- D. Teachers requesting shared assignments shall notify the Board, in writing, by March 31 for the following year. Requests that do not comply with these deadlines may be considered at the option of the Board. Teachers who wish to return to full-time status or make a change in their shared time assignment shall notify the Board, in writing, by March 31 for the following year. Failure to timely notify the Board of a desired change or termination of the shared-time assignment shall cause the shared-time assignment to continue for the subsequent year. A teacher who timely requests to return to full-time status shall be returned if their seniority and certification is sufficient to do so. The parties recognize that returning to full-time status may necessitate the implementation of the bumping procedure, as per Article 18, Reduction in Staff.
- E. This Article does not restrict the Board's right to assign a part-time position when only a part-time position is available.

ARTICLE 30 SENIORITY

- A. Seniority shall be defined as the length of continuous service within the bargaining unit. Seniority is lost when resignation, retirement, or termination severs employment. Seniority continues to accumulate while an employee is on paid leave from the school district. Seniority is frozen when a bargaining unit employee is laid-off or on unpaid leave except as otherwise provided in this agreement.
- B. In the event more than one individual has the same first day of work, the relative ranking of such persons on the seniority list will be determined by the date of hire. In the event that more than one person has the identical date of hire, position on the seniority list will be determined by a drawing of lots among all affected bargaining unit members. It shall be the responsibility of the Association to conduct this drawing.
- C. The employer shall prepare a seniority list no later than October 1 of each school year. This list shall be sent to the Association officers who, in turn, will post such a list in every building for review by the membership. A teacher may challenge their position on the seniority list within 10 days of posting. A committee composed of two teachers and the Superintendent or his/her designee will hear the challenge. The Association president will certify the list no later than October 30 as final and forward it to the Superintendent.
- D. Bargaining unit personnel working less than full time will accrue seniority credit as follows:
1. Bargaining unit members working less than half time will accrue $\frac{1}{2}$ *semester seniority credit for each *semester worked.
 2. Bargaining unit members working half time or more will accrue full seniority credit for each *semester.
- E. To receive seniority credit, salary schedule credit, and longevity credit, bargaining unit employees who take an unpaid leave of absence must work a minimum of 50 days in a *semester.
- F. Any teacher who shall be transferred to an administrative position and shall later return to a bargaining unit position shall be entitled to the seniority he/she accumulated as a bargaining unit member prior to becoming an administrator.
- G. Seniority shall continue to accrue as it has in the past for the 1999-2000 school year. Provisions of this Article which may be inconsistent with how seniority had accrued in the past will become effective the beginning of the 2000-2001 school year. Seniority earned prior to that time will be the seniority carried forward into the new seniority accrual system.

*For purposes of seniority credit under this article, each semester equates to one half of the scheduled teacher work days.

ARTICLE 31 DURATION OF AGREEMENT

This Agreement shall be effective upon the ratification and signing by both parties and shall remain in effect until the 30th day of August 2009.

**NORTH BRANCH EDUCATION
ASSOCIATION**

BY Cindy L. Lewis

BY Susan K. Shremata

BY Rinda R. Forays

**NORTH BRANCH BOARD
OF EDUCATION**

BY Ginger Russell

BY C. Jack Lewis

BY Alan D. Smith

DATE: November 27, 2006

DATE: November 27, 2006

**APPENDIX A - School Calendar
2006-2007**

DATES	COMMENTS	STUDENTS	TEACHERS
<u>First Trimester</u>			
Aug 28 – Sept 1	Aug 29, 30, 31 WD/PD/PLC	0	3
Sept 4 – 8	No School Sept 4 Labor Day	4	4
Sept 11 – 15		5	5
Sept 18 – 22		5	5
Sept 25 – 29	PD day No Students Sept 29	4	5
Oct 2 – 6		5	5
Oct 9 – 13		5	5
Oct 16 – 20		5	5
Oct 23 – 27		5	5
Oct 30 – Nov 3		5	5
Nov 6 – 10		5	5
Nov 13 – 17		5	5
Nov 20 – 24	No students Nov 22 ½ PD, ½ OH Thanksgiving Break Nov 23, 24 2		3
Nov 27 - Dec 1	½ day students ½ WD Nov 30, PD day No Students Dec 1	4	5
First Trimester Totals		59	65
<u>Second Trimester</u>			
Dec 4 – 8		5	5
Dec 11 – 15		5	5
Dec 18 – 22	Winter Break begins Dec 22	4	4
Dec 25 – 29	Winter Break	0	0
Jan 1 – 5	No school Jan 2 PT day, School resumes Jan 3	3	4
Jan 8 – 12		5	5
Jan 15 [^] – 19	No school Jan 15 MLK Day	4	4
Jan 22 – 26		5	5
Jan 29 – Feb 2		5	5
Feb 5 – 9		5	5
Feb 12 – 16	No School Feb 16 PT day	4	5
Feb 19 [^] – 23	No School Feb 19	4	4
Feb 26 – Mar 2		5	5
Mar 5 – 9	½ day students ½ WD Mar 8, PD day No students Mar 9	4	5
Second Trimester Totals		59	61
<u>Third Trimester</u>			
Mar 12 – 16		5	5
Mar 19 – 23		5	5
Mar 26 – 30		5	5
Apr 2 – 6	Spring Break	0	0
Apr 9 – 13	No school Apr 9	4	4
Apr 16 – 20		5	5
Apr 23 – 27		5	5
Apr 30 – May 4		5	5
May 7 – 11		5	5
May 14 – 18		5	5
May 21 – 25		5	5
May 28 – June 1	No school May 28 Memorial Day	4	4
June 4 – 8	½ day for students ½ WD June 7, ½ Teacher WD Jun 8	4	5
Third Trimester Totals		57	58
School Year Totals		174	184

[^]Tentative based on snow days

WD – Workday

PD – Professional Development

PLC – Professional Learning Communities

Open Houses (OH) and Parent Teacher Conferences (PT) are scheduled by building (time is built into the calendar)

**APPENDIX A - School Calendar
2007-2008**

DATES	COMMENTS	STUDENTS	TEACHERS
<u>First Trimester</u>			
Aug 27 – 31	Aug 28, 29, 30 WD/PD/PLC	0	3
Sept 3 – 7	No School Sept 3 Labor Day	4	4
Sept 10 – 14		5	5
Sept 17 – 21		5	5
Sept 24 – 28	PD day No Students Sept 28	4	5
Oct 1 – 5		5	5
Oct 8 – 12		5	5
Oct 15 – 19		5	5
Oct 22 – 26		5	5
Oct 29 – Nov 2		5	5
Nov 5 – 9		5	5
Nov 12 – 16		5	5
Nov 19 – 23	No students Nov 21 ½ PD, ½ OH Thanksgiving Break Nov 22, 23	2	3
Nov 26 – 30	½ day students Nov 29 ½ WD, PD day No Students Nov 30	4	5
First Trimester Totals		59	65
<u>Second Trimester</u>			
Dec 3 – 7		5	5
Dec 10 – 14		5	5
Dec 17 – 21	Winter Break begins Dec 22	5	5
Dec 24 – 28	Winter Break	0	0
Dec 31 – Jan 4	No school Jan 2 PT day, School resumes Jan 3	2	3
Jan 7 – 11		5	5
Jan 14 [^] – 18	No school Jan 14 MLK Day	4	4
Jan 21 – 25		5	5
Jan 28 – Feb 1		5	5
Feb 4 – 8		5	5
Feb 11 – 15		5	5
Feb 18 [^] – 22	No School Feb 18	4	4
Feb 25 – 29		5	5
Mar 3 – 7	½ day students Mar 6 ½ WD, PD day No students Mar 7	4	5
Second Trimester Totals		59	61
<u>Third Trimester</u>			
Mar 10 – 14		5	5
Mar 17 – 21	No school Mar 21 Good Friday	4	4
Mar 24 – 28	No school Mar 24 PT day	4	5
Mar 31 – Apr 4		5	5
Apr 7 – 11	Spring Break	0	0
Apr 14 – 18		5	5
Apr 21 – 25		5	5
Apr 28 – May 2		5	5
May 5 – 9		5	5
May 12 – 16		5	5
May 19 – 23		5	5
May 26 – 30	No school May 26 Memorial Day	4	4
June 2 – 6	½ day for students June 5, ½ Teacher workday Jun 6	4	5
Third Trimester Totals		56	58
School Year Totals		174	184

^Tentative based on snow days

WD – Workday PD – Professional Development PLC – Professional Learning Communities
 Open Houses (OH) and Parent Teacher Conferences (PT) are scheduled by building (time is built into the calendar)

**APPENDIX A - School Calendar
2008-2009**

DATES	COMMENTS	STUDENTS	TEACHERS
<u>First Trimester</u>			
Aug 25 – 29	Aug 25, 26, 27, 28 2 WD/ 2 PD/PLC	0	4
Sept 1 – 5	No School Sept 1 Labor Day	4	4
Sept 8 – 12		5	5
Sept 15 – 19		5	5
Sept 22 – 26	PD day No Students Sept 26	4	5
Sept 29 – Oct 3		5	5
Oct 6 – 10		5	5
Oct 13 – 17		5	5
Oct 20 – 24		5	5
Oct 27 – 31		5	5
Nov 3 – 7		5	5
Nov 10 – 14		5	5
Nov 17 – 21	½ day students ½ WD Nov 20, PD day No students Nov 21	4	5
First Trimester Totals		57	63
<u>Second Trimester</u>			
Nov 24 - 28	½ students ½ OH Nov 26, Thanksgiving Break Nov 27, 28	3	3
Dec 1 – 5		5	5
Dec 8 – 12		5	5
Dec 15 – 19		5	5
Dec 22 – 26	Winter Break	0	0
Dec 29 – Jan 2	Winter Break	0	0
Jan 5 – 9		5	5
Jan 12 – 16		5	5
Jan 19^ – 23	No school Jan 19 MLK Day	4	4
Jan 26 – 30		5	5
Feb 2 – 6		5	5
Feb 9 – 13	No School Feb 13 PT day	4	5
Feb 16^ – 20	No School Feb 16	4	4
Feb 23 – 27		5	5
Mar 2 – 6	½ day students Mar 5 ½ WD, PD day No students Mar 6	4	5
Second Trimester Totals		59	61
<u>Third Trimester</u>			
Mar 9 – 13		5	5
Mar 16 – 20		5	5
Mar 23 – 27		5	5
Mar 30 – Apr 3		5	5
Apr 6 – 10	Spring Break	0	0
Apr 13 – 17	No School Apr 13 PT day	4	5
Apr 20 – 24		5	5
Apr 27 – May 1		5	5
May 4 – 8		5	5
May 11 – 15		5	5
May 18 – 22		5	5
May 25 – 29	No school May 25 Memorial Day	4	4
June 1 – 5	^ ½ day for students June 5	5	5
June 8 – 12	½ Teacher workday Jun 8	0	1
Third Trimester Totals		58	60
School Year Totals		174	184

^Tentative based on snow days

WD – Workday PD – Professional Development PLC – Professional Learning Communities
Open Houses (OH) and Parent Teacher Conferences (PT) are scheduled by building (time is built into the calendar)

APPENDIX B

Salary Schedule

2006-2007					
STEP	BA	BA18	MA or BA35	MA+15	MA+35
0	34,196	35,905	38,062	40,246	42,560
1	35,905	37,773	40,152	42,380	44,815
2	37,698	39,737	42,360	44,626	47,188
3	39,583	41,803	44,691	46,992	49,693
4	41,564	43,975	47,147	49,481	52,326
5	43,644	46,259	49,741	52,102	55,101
6	45,825	48,669	52,479	54,866	58,021
7	48,114	51,199	55,363	57,767	61,097
8	50,520	53,859	58,408	60,834	64,333
9	53,048	56,663	61,617	64,058	67,745
10	55,701	59,605	65,009	67,457	71,336

2007-2008 Salary Schedule

The salary schedule increase will be determined based on the following formula. A 2% increase will be applied to the salary schedule if the increase in the health insurance premium is less than 3%. If the health insurance increase is greater than 3% then the increase in the salary schedule will be offset .1 % for every 1% increase in the health insurance premium over the 3%. A minimum of 1% will be added to the salary schedule. The schedule will be established after health insurances rates are determined for the year.

2008-2009 Salary Schedule

The salary schedule increase will be determined based on the following formula. A 2% increase will be applied to the salary schedule if the increase in the health insurance premium is less than 3%. If the health insurance increase is greater than 3% then the increase in the salary schedule will be offset .1 % for every 1% increase in the health insurance premium over the 3%. A minimum of 1% will be added to the salary schedule. The schedule will be established after health insurances rates are determined for the year.

Increase in Health Insurance Premium	Increase to Salary Schedule
3%	2%
4%	1.9%
5%	1.8%
6%	1.7%
7%	1.6%
8%	1.5%
9%	1.4%
10%	1.3%
11%	1.2%
12%	1.1%
13% and greater	1.0%

APPENDIX B-1

Annual Extra Curricular Compensation

- A. Assignment to an extra-curricular position set forth in Appendix B-1 is by annual appointment by the superintendent. Those wishing to be considered for appointment and/or reappointment shall submit a letter of application to the Superintendent by the respective deadline for appointment. Appointment and/or reappointment to a position shall be at the discretion of the Superintendent.
- B. The designation of an activity in this Appendix does not require that it shall be implemented unless approved by the Superintendent.
- C. Coaches and Directors shall receive extra pay according to the following schedule. All percentages shall be figured on the respective base salary of the individual. Coaches and Directors beginning their third consecutive year in the District in the same sport activity will receive a 1% increase over the regular percentage. Coaches and Directors beginning their fifth consecutive year in the District in the same sport activity will receive a 2% increase over the regular percentage. Coaches and Directors beginning their eighth consecutive year in the District in the same sport activity will receive a 3% increase over the regular percentage.

1. District Band Director	11%
2. Assistant Band Director	9%
3. Counselors	
a. Counselors working beyond the contractual days shall be paid their daily rate of pay	per diem
b. Secondary Counselor (this does not apply to Counselors hired after 7-1-95)	10%
4. Head Coaches	
a. Football/Basketball	11%
b. Volleyball/Wrestling	9%
c. Baseball/Softball/Track/Soccer/Cross Country/Golf/Bowling	8%
5. Sub-Varsity Level and Assistant Coaches	
a. Football/Basketball	7%
b. Baseball/Softball/Track/Volleyball/Soccer/Wrestling Cross Country/Golf	6%
6. Cheerleading	
a. Varsity	7%
b. Junior Varsity	6%
c. Freshman	5%
d. Middle School	4%
7. Middle School Coaches	7%
a. Assistant Middle School Coaches	\$500
8. Auditorium Coordinator	7%

D. Class Sponsors shall receive extra pay as follows:

1. Grade 12 – Three Sponsors/ Head Sponsor and others	\$575 \$500
2. Grade 11 – Three Sponsors/ Head Sponsor and others	\$500 \$450
3. Grade 10 – Three Sponsors/ Head Sponsor and others	\$400 \$375
4. Grade 9 – Three Sponsors/ Head Sponsor and others	\$375 \$350
5. Grade 8 – Three Sponsors/ Head Sponsor and others	\$325 \$300
6. Grade – 7 Three Sponsors – all three	\$275

Appendix B-1 (cont.)

E. Pay for extra duties shall be as follows:

1. Summer Band Director	\$1200
Assistant Summer Band Director	\$800
2. Band Letter Club	\$175
3. Yearbook	
High School	4%
Middle School Yearbook	3%
Ruth Fox Yearbook	\$550
4. School Play Director	\$850 per play
Assistant Director	\$400 per play
5. Forensics Coach (7-12)	4%
Assistant Forensics Coach (7-12)	3%
6. SADD	\$500
7. Foreign Language Advisor	\$175
8. National Honor Society	4%
9. Student Government	
High School	4%
High School Assistant	2%
Middle School	2%
Middle School Assistant	1%
10. Link Crew Coordinator	4%
11. Quiz Bowl	
High School	
Fall	\$300
Winter	\$300
Middle School	\$300
12. Math Challenge	
K-3	\$500
4-6	\$500

F. Stipends for Department Heads, Curriculum Coordinators, Grade Level Coordinators (as defined in Article 7) are as follows:

1. Department Heads (9-12 and K-12)	\$670
2. Department Heads (7-8)	\$452
3. Curriculum Coordinators	\$370
4. Grade Level Coordinators	\$670

G. NCA/School Improvement Chair \$750

H. School Improvement Team Member \$370

I. Substituting - Per Period \$18.00

J. Faculty Tutors \$22.00 per hour

A committee consisting of IBB members will review and study recommended changes in the B-1 schedule. The committee will convene in February 2007 and report their findings and recommendations by May 1, 2007. Following the ratification by both parties, the recommended changes will be implemented in year two of this agreement (2007-2008).

NOTE: All percentages are based on the individual's respective base salary.

The Members of North Branch Area Schools
Interest Based Bargaining (IBB) Team:

Cheryl Bruff - Director of Finance & Business
Mark Hiltunen - High School Principal
Ric Hogerheide - MEA Uniserv Director
Merry Hosner - Elementary Principal
Marc Krugielki - High School Teacher
Cindy Lewis - Ruth Fox Teacher
Jack Lewis - School Board Member
Al Piwinski - Superintendent
John Sherman - Middle School Principal
Sue Shoemaker - Middle School Counselor
Bill Traubenkraut - Elementary Teacher
Anne Wood - Ruth Fox Principal

IBB Facilitators:

Tracy Brooks - Michigan Education Association
Marie Edlund - Michigan Association of School Boards (MASB)

APPENDIX B

SALARY SCHEDULE

2007-2008

STEP	BA	BA18	MA or BA35	MA+15	MA+35
0	34,880	36,623	38,823	41,051	43,411
1	36,623	38,528	40,955	43,228	45,711
2	38,452	40,532	43,207	45,519	48,132
3	40,375	42,639	45,585	47,932	50,687
4	42,395	44,855	48,090	50,471	53,373
5	44,517	47,184	50,736	53,144	56,203
6	46,742	49,642	53,529	55,963	59,181
7	49,076	52,223	56,470	58,922	62,319
8	51,530	54,936	59,576	62,051	65,620
9	54,109	57,796	62,849	65,339	69,100
10	56,815	60,797	66,309	68,806	72,763