

2025-2027
Master Contract
Agreement

Between
The North Branch Board of Education
and
North Branch Education Association

Table of Contents

Article 1	Management Rights	Page 1
Article 2	Recognition	Page 1
Article 3	Association and Teacher Rights	Page 1-2
Article 4	Dues, Fees, and Payroll Deductions	Page 2-3
Article 5	Teaching Hours and Loads	Page 3-4
Article 6	Teaching Conditions	Page 4
Article 7	Department and Department Heads	Page 4-5
Article 8	Department Budgets	Page 5
Article 9	Professional Assignments	Page 5
Article 10	Illness, Disability, Bereavement	Page 6-7
Article 11	Association Leaves	Page 7
Article 12	Unpaid Sabbatical Leave	Page 8
Article 13	Unpaid Leaves of Absence	Page 8-9
Article 14	Academic Freedom	Page 9
Article 15	Professional Behavior	Page 9
Article 16	School Calendar	Page 9
Article 17	Professional Compensation	Page 9-10
Article 18	Insurance Protection	Page 10-11
Article 19	Special Teaching Assignments	Page 11
Article 20	Student Discipline and Teacher Protection	Page 12
Article 21	Professional Grievance Procedure	Page 12-13
Article 22	Professional Negotiation Procedures	Page 13
Article 23	Definition of Terms	Page 14
Article 24	Miscellaneous Provisions	Page 14
Article 25	Early Retirement Incentive Plan	Page 14-15
Article 26	Seniority	Page 15
Article 27	Duration of Agreement	Page 16
Appendix A	School Calendar	Page 17
Appendix B	Salary Schedule	Page 17-18
Appendix B-1	Annual Extra Curricular Compensation	Page 19-20
Appendix C	Evaluation of Teachers	Page 21

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; employee health and safety, 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 limitation is provided by the 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; to enter into an intergovernmental agreement to collaborate, consolidate or jointly perform functions or services, and the impact of that decision on employees.

D. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, 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 certified professional personnel, including personnel on probation and on tenure. The bargaining unit consists of classroom teachers, counselors, special education teachers, librarians, speech pathologists, and social workers employed, but excluding supervisory and executive personnel, substitutes 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. The Parties hereby agree that professional employees may do any of the following: (a) Organize together or form, join, or assist in labor organization; engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection; or negotiate or bargain collectively through representatives of their own free choice. (b) Refrain from any or all of the activities identified in subdivision (a). The Parties undertake and agree that an individual shall not be required as a condition of obtaining or continuing employment to do any of the following: (a) Refrain or resign from membership in, voluntary affiliation with, or voluntary financial support of a labor organization. (b) Become or remain a member of a labor organization. (c) Pay any dues, fees, assessments, or other charges or expenses of any kind or amount or provide anything of value to a labor organization. (d) Pay to any charitable organization or third party an amount that is in lieu of, equivalent to, or any portion of dues, fees, assessments, or other charges or expenses required or members of or employees represented by a labor organization. The Board will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights conferred by the Michigan Public Employment Act 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. The Association agrees not to discriminate against a teacher who is not a member of the union.

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 local association meetings after classes have been dismissed, if the use does not interfere with the prescheduled activities, and subject to prior notification of the Superintendent or his/her 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.

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 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

An individual shall not be required as a condition of obtaining or continuing employment to do any of the following: (a) Refrain or resign from membership in, voluntary affiliation with, or voluntary financial support of a labor organization; (b) Become or remain a member of a labor organization; (c) Pay any dues, fees, assessments, or other charges or expenses of any kind or amount or provide anything of value to a labor organization; (d) Pay to any charitable organization or third party an amount that is in lieu of, equivalent to, or any portion of dues, fees, assessments, or other charges or expenses required of members of or employees represented by a labor organization.

An employee or other person shall not by force, intimidation, or unlawful threats compel or attempt to compel any person to do any of the following: (a) Become or remain a member of a labor organization or otherwise affiliate with or financially support a labor organization; (b) Refrain from engaging in employment or refrain from joining a labor organization or otherwise affiliating with or financially supporting a labor organization; (c) Pay to any charitable organization or third party an amount that is in lieu of, equivalent to, or any portion of dues, fees, assessments, or other charges or expenses required of members of or employees represented by a labor organization.

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

Save Harmless Clause: In the event of any legal action against the Employer because of its compliance with this 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 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 this 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.

A. In addition to retirement benefits provided through the Michigan Public School Employee Retirement System under the Public Act 300 of 1980, as amended, the District offers a voluntary 457 plan and several voluntary 403(B) plans. The vendors listed below will not be eliminated from the plan unless the vendor refuses to comply with the IRS code mandates or the District's plan as adopted by the Board of Education unless eliminated pursuant to the following paragraph. Upon written authorization from the bargaining unit member, teachers may have payroll deductions for the following:

1.	Equitable Life / Equi-Vest	Life/403B
2.	American Express Financial Advisors	403B
3.	MEA Financial Service/Paradigm Equities, Inc.	403B
4.	Farm Bureau Life Insurance Company	403B/Roth IRA

5. Corebridge Financial; formerly VALIC (Variable Life Insurance Company)		403B/457B/Roth IRA
6. Horace Mann Life Insurance Company	403B	
7. Edward Jones Financial Services	403B/Roth IRA	
8. Lapeer County School Employees Credit Union		
9. United Way	Contribution	

When three (3) or fewer association members are utilizing the services of any particular 403B vendor 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 403B during a year (Sept-Aug). Exceptions to said restrictions may be made by the administration 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 feasible, 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. Every teacher is expected to maintain contact with parents on a regular basis.

B. In an emergency, an extra class may be assigned to any teacher during their conference, either on a daily basis, semester 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 fourteenth 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 feasible.
   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 fifteen (15) 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. Because the teacher/pupil ratio is an important aspect of an effective educational program, the parties agree that class size should 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.

	MAXIMUM DAILY AVERAGE
1. **ELEMENTARY**	
Begindergarten	22
Kindergarten	25
First - Second	26
Third	29
Fourth - Fifth - Sixth	30
2. **SECONDARY**	
Fifth – Twelfth:	
Physical Education (PE)	225
Music (Vocal and Instrumental) (M)	250
Seventh - Twelfth	150
Industrial Arts (IA)	110
Drafting (D)	120
Computers (C)	150
Art (A)	150
Special Education (SE)	Per State Guidelines

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

F. If, by the Count Dates each school year, the number of students in a given classroom exceeds the maximum stated in Section F, 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:

The additional payment is based on the average daily number limitation (multiplied by 5 for secondary to get the maximum daily average) and a maximum of no more than three preps in Core Academic subject areas (math, ELA, science & social studies classes).

Grade BK/K – 6	$75/student over maximum/marking period
Grade 7 - 12, IA, D, PE, M, C, A, SE	$18.75/student over maximum/ marking period

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

ARTICLE 6 TEACHING CONDITIONS

A. The parties will confer from time to time for the purpose of improving the selection and use of 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. Copies, exclusively for each teacher to use, of all texts and manuals used in each of the courses the teacher is to teach.
4. Storage space in each classroom for instructional materials and a two-drawer file cabinet, upon request, if need is shown.
5. Attendance books, paper, pencils, pens, chalk, erasers, and other materials required in daily teaching responsibilities.
6. 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.
7. All buildings will be provided with 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 report any unsafe or hazardous conditions to their building principal in writing as soon as practical. In the event of a bomb threat, 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 and 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 elementary grade level coordinators will be made by the building principal or principals in affected buildings. Bargaining Unit members wishing to offer input into the selection of these leaders should put their recommendations in writing to their building principals no later than May 1. Building principals are expected to take these recommendations into consideration. 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 department head or coordinator with input from the members.

C. Responsibilities of Department Heads 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. Represent the department in making presentations to the Administration and Board of Education.
6. At the High School, serving on the high school leadership and school improvement teams.

D. Responsibilities of the curriculum coordinators will include the following:
1. Participate and provide leadership in all District-wide curriculum development activities in consultation with affected building principals.
2. Meeting as required with members of the curriculum area or other department heads.
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. In consultation with affected building principals, representing the curriculum area in making presentations to the Administration and Board of Education.

E. Elementary grade level coordinators 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. In consultation with affected building principals, representing the curriculum area in making presentations to the Administration and Board of Education.

F. Departments
The superintendent, in consultation with the building principals, may assign curriculum coordinators, grade level coordinators, and department heads. The individual chosen to fulfill any of these assignments shall have the right to decline the appointment. Duties and pay (drawn from the total amounts allocated in Appendix B-1, F) for each should be determined by June 1 and shall be agreed upon in writing, signed and filed in each building no later than September 1 of each year when possible.

ARTICLE 8 DEPARTMENT BUDGETS

Secondary department heads and elementary teachers shall submit tentative budgets for the forthcoming school year to their building principals by April 1. By July 1 of each school year, the Superintendent shall make tentative budgets available to 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 ASSIGNMENTS

No teacher will be assigned any position on Schedule B-1 without their consent.

ARTICLE 10 ILLNESS, DISABILITY, BEREAVEMENT

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. These sick days may be used for Earned Sick Time Act (ESTA) subject to the same eligibility requirements and conditions as provided in ESTA. Four 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 may not be used on days immediately before or after a holiday recess, or school session breaks, except in the case of an emergency at the sole discretion of the Employer, nor may personal days be used at any time if they interfere with the efficient operation of the department. 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.

New hires commencing work after the beginning day of schools, and teachers working less than the normal school year (including a teacher who goes on unpaid leave during the school year), in a regular program, shall be credited sick days on the prorate basis of one day per every month worked during the teacher work year. (e.g. a teacher hired in January will be credited six (6) days total, one for each month, January – June). Teachers employed for less than full-time shall have their sick leave benefits prorated.

1. Personal illness or disability - The teacher may use all or any portion of their leave to recover from their own illness or disability.
2. Illness in the immediate family - The teacher may use up to eight (8) accumulated sick days each year for illness in the immediate family.
3. Medical or nursing care - The teacher may use up to two (2) accumulated sick days to make arrangements for necessary medical care for members of the immediate family.

Time Off Without Pay: Other than, as may be allowed under FMLA, state and federal laws, and Articles 12 and 13, a teacher cannot take a sick or personal business day without pay. Should this be the case, the teacher could be subject to discipline. Under extenuating circumstances, should a case arise where a teacher has exhausted all of his/her sick and personal business days and must request a day off without pay, it may be provided upon the prior approval of the Employer.

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. The Board will pay the make-up portion between jury duty pay and the teacher's regular pay.
   2. Court appearance as a witness in any case, at the sole discretion of the Administration.
   3. With prior approval of the Administration, visitation at other schools for attending educational conferences and conventions including Educational Association meetings.

D. Bereavement
   1. Leave of absence with pay, not chargeable against the teacher's allowance, shall be granted for the following reasons:
      a. A maximum of five (5) days per school year each school year for each death in the immediate family (Article 23).
      b. An employee may have two (2) days for the death of great-grandparents, grandparents or grandchildren.
   2. 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 as determined by the administration.

E. 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 totals 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/her 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/her 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.
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 for payment under the provisions of Section G of this Article will be placed in the sick bank.

F. 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 13, Section J.

G. Teachers off on paid sick leave shall have their health insurance continued by the Board at Board expense.

H. 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-five ($35) dollars, 100 or more days forty ($40) dollars, 200 or more days forty-five ($45) dollars.

I. 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".

J. Any teacher receiving Workers Compensation benefits while using his/her accumulated sick leave shall pay to the school District an amount equal to the benefits received under Workers Compensation. Worker's Compensation leave runs concurrent with FMLA leave.

K. 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 concurrently 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. The FMLA leave year will be calculated on a rolling backward basis; except military care giving leave which is calculated on a rolling forward basis by law.

L. The representatives of the school District and Association agree that teachers annually using no more than a combination of 0-4 sick/personal days will receive a one time stipend of $500 on the June 23rd pay date. Teachers hired after December 1st of each school year will be eligible for 50% of the compensation.

ARTICLE 11 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 12 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. Provided there are enough people who actually qualify for sabbatical leaves, the Board may grant up to three (3) such leaves per year.

ARTICLE 13 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/her 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 deployed 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.

G. 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 prorated basis, proportionate to the amount of time worked during the year the leave was granted.

H. 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) such leaves. In the event more than two (2) such leaves are requested, the leaves will be granted to the first two (2) applicants.

I. All of the above leaves may be extended at the sole discretion of the Board.

J. 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. During a leave of absence, the teacher's seniority and accumulated sick leave shall remain frozen.
3. Teacher's fringe benefits shall not be paid during unpaid leaves, unless otherwise provided in this Agreement.

ARTICLE 14 ACADEMIC FREEDOM

A. The parties seek to educate students in the democratic tradition, to foster 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 teachers 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 15 PROFESSIONAL BEHAVIOR

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.

ARTICLE 16 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. Unless additional hours or days are necessary to receive full state aid. If additional instructional hours are required, they will come from a reduction in professional development time.

B. There shall not be more than twelve (12) regular teacher meetings per school year.

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.

F. Teachers working in service to the district (B-1 assignments, etc.) during scheduled staff meetings, may be excused from staff meetings with administrator approval.

ARTICLE 17 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. The Superintendent may grant up to twenty (20) years outside teaching experience for newly hired teachers.

C. For the 2025-2026 and 2026-2027 teachers shall receive an annual seniority payment for continuous services within the school District based on the following:

$1,200 beginning the 12th year of service
$1,800 beginning the 15th year of service
$2,400 beginning the 20th year of service
$3,000 beginning the 25th year of service

Longevity eligibility is computed at the beginning of each school year and is paid each eligible year until retirement or separation. Teachers hired prior to May 23, 2016 shall be grandfathered in and will continue to be eligible to receive

longevity payments. Teachers hired after May 23, 2016 will not be eligible to receive longevity payments until the 20th year of service.

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 the current IRS rate 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. Salaries shall be paid two times per month on the 8th and the 23rd via direct deposit. When the pay date falls on Saturday or Sunday paychecks will be direct deposited on the preceding Friday. 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.

   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.

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. Graduate level course credits earned prior to the completion of a Master's degree can be used toward advancement on the MA+15 and MA+35 salary schedule only if the graduate level courses were part of a separate graduate program within 6 years prior to the completion of the Master's Degree and were not part of any credits transferred to the Master's degree that teacher was awarded and moved to the Master's lane of the Salary Schedule.

   Teachers on the BA +35 salary schedule during the 2024-2025 school year will remain on the MA salary schedule effective 7/1/2025.

   Effective with the 2023-2024 school year, employees in support positions not requiring teaching certificate (e.g. speech pathologist, social worker, counselor) and master's degree requirements exceed 36 hours, placement on the Appendix B Salary Schedule will be determined as follows:
   - MA15 = 46 or more credit hours required for initial master's degree
   - MA35 = 66 or more credit hours required for initial master's degree

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 proration of days worked.

K. In the event of a verified overpayment of wages or benefits under the terms of this agreement, the bargaining unit member will make prompt repayment to the District. In the event the bargaining unit member fails to make the repayment, the district may payroll deduct the overpayment as a condition of this contract pursuant to the authority set forth in MCL 408.77.

ARTICLE 18 INSURANCE PROTECTION

A. **Health and Prescription Benefits**
The Board shall pay the state established annual cap for the medical benefit plan premium cost for the bargaining unit member and his/her entire eligible family each fiscal year July1-June 30. Bargaining unit members shall pay all medical benefit plan premium costs over the state established annual cap through payroll deduction as agreed to under this article. Parties will meet annually prior to open enrollment to consider changes to the insurance benefits. The cap will be adjusted each January of the contract to reflect any increase in the allowance made by the State. The Board retains the right to change the election in accordance with (2011 PA 152).

B. **Medical Opt-Out Plan**
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 full-time employees with a cash payment of $180 once per month. Employees must provide confirmation that he/she otherwise has health insurance meeting the mandates of the Affordable Care Act.

C. **Other Benefits**

1. Dental Benefits: $1,000 maximum for Class I and II, $1,500 Adult Ortho
(plan year is July - June)
Bargaining unit members may select:
Non-coordinating coverage at 80/80/80
Coordinating coverage at 50/50/50
2. Vision: Annual per benefit plan year
Exam
One pair of corrective spectacle lenses and one frame
Or contact lenses
(plan year is July - June)
3. 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

4. Negotiated Life: $50,000 with AD&D and Waiver of Premium

D. 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.

E. 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 July - June. The open enrollment period will be in the month of October each year. Upon termination, employee benefits will end on the last day of the month employed unless employee resigns at end of school year. When employee resigns at end of school year, benefits will end on August 31st. Upon retirement, employee benefits will end on the last day of the month employed by the district.

F. 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.

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

H. The District has a Section 125 plan for the purpose of premium conversion, dependent care, and medical expenses.

ARTICLE 19 SPECIAL TEACHING ASSIGNMENTS

A. Teachers shall be informed of a website they may access 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.

ARTICLE 20 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 while performing his/her professional duties shall be promptly reported to the Board or its designated representative. If the teacher acted consistent with Board policy and the law, the Board may provide advice to the teacher 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.

D. If any teacher is complained against or sued as a result of any actions taken by the teacher while performing his/her professional duties 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. To receive this benefit, the teacher must have been acting within the policies, law and 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 while the teacher is carrying out the teacher's duties, as prescribed by the Board policies.

G. 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.

H. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file within the established guidelines in state law. 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.

I. 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 their opinion about the proposed response, provided the teacher responds within the statutory time frame required for a response.

ARTICLE 21 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 an individual with a grievance, 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.

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 to attempt to satisfactorily resolve 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/her designated representative will arrange for a conference with the grievant and/or the Association representative to address 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. If the Association is not satisfied with the Superintendent's decision, it may within five (5) business days make a written request for mediation. The mediation is non-binding and must be held promptly by the parties. An agreement at mediation must be reduced to writing. The decision at mediation shall be final unless within ten (10) working days after the mediation meeting the grievant and the Association invoke the arbitration provision of this Article by notifying the Superintendent, 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.
    a. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
    b. Only one grievance at a time may be taken to a particular arbitrator, unless mutually agreed to do otherwise.
    c. The arbitrator may not, in effect, grant the Association that which it was unable to secure during the collective bargaining negotiations.
    d. 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.
    e. 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.
    f. The Association will provide the administration with five (5) days' notice of any witness it would like to have present at an arbitration hearing.
    g. No "NEW" evidence shall be admitted after 50 days of the Arbitration date.
11. 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.
12. 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 22 PROFESSIONAL NEGOTIATION PROCEDURES

A. Unless otherwise mutually agreed, no later than February 1 of the year that the master agreement expires, the parties shall initiate negotiations for the purpose of entering into a successor Agreement for those Articles and sections that are open 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 23 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. Service shall mean continuous employment in a school or schools of the District.

C. All dollar amounts identified in contract are subject to normal withholding.

ARTICLE 24 MISCELLANEOUS PROVISIONS

A. The Association and the Board subscribe to the principle that differences 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.

B. Nothing in this Contract 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 25 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/her 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 26 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 one-half *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.

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

ARTICLE 27 DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2025 and shall remain in effect until June 30, 2027. An emergency manager appointed under the local government and school District fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531 may reject, modify, or terminate this collective bargaining agreement as provided in the local government and school District fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531.

NORTH BRANCH EDUCATION ASSOCIATION

BY

Cindy Howe, NBEA President

Kim Friday, NBEA Negotiator

Austin James, NBEA Negotiator

Corey Rosser, NBEA Negotiator

NORTH BRANCH BOARD OF EDUCATION

BY

Daniel Deshetsky, President

Cory Mabery, Vice President

Cheryl Howell, Secretary

Patrick Henne, Treasurer

Jason Cullin, Trustee

Andrew Hebberd, Trustee

Maria Hoebeke, Trustee

April 14, 2025

April 14, 2025

The contract was approved by the NBEA and ratified by the Board of Education on April 14, 2025

Copies of the signed original signature page are on file with the NBEA and Central Administration.

APPENDIX A

SCHOOL CALENDAR

School calendars to be determined in cooperation with LCISD; 180 student days 188 teacher days.

APPENDIX B

SALARY SCHEDULE 2025-2026

	2025-2026					
	STEP	BA	BA18	MA	MA15	Ed.S. or MA35 or 2nd MA
4.50%	1	43,326	45,537	48,340	51,068	54,001
4.50%	2	44,381	46,691	49,631	52,386	55,394
4.50%	3	45,489	47,906	50,997	53,774	56,862
4.50%	4	46,598	49,120	52,360	55,161	58,329
4.50%	5	47,764	50,396	53,801	56,624	59,877
4.50%	6	48,929	51,672	55,242	58,086	61,426
4.50%	7	50,153	53,015	56,761	59,626	63,053
4.50%	8	51,376	54,358	58,279	61,163	64,679
4.50%	9	52,661	55,770	59,883	62,784	66,395
4.50%	10	53,977	57,181	61,486	64,403	68,110
4.00%	11	55,062	58,390	62,876	65,795	69,740
4.00%	12	56,439	59,871	64,559	67,494	71,376
4.00%	13	57,850	61,428	66,333	69,279	73,268
4.00%	14	59,296	62,983	68,105	71,063	75,160
4.00%	15	60,779	64,619	69,980	72,950	77,150
4.00%	16	62,298	66,256	71,853	74,836	79,142
4.00%	17	63,855	67,981	73,825	76,821	81,241
4.00%	18	65,451	69,706	75,800	78,803	83,338
4.00%	19	67,088	71,516	77,886	80,893	85,547
3.50%	20	68,434	72,972	79,587	82,585	87,334

- Step increase for 2025-2026

SALARY SCHEDULE 2026-2027

	2026-2027					
	STEP	BA	BA18	MA	MA15	Ed.S. or MA35 or 2nd MA
4.50%	1	45,275	47,586	50,515	53,366	56,431
4.50%	2	46,378	48,792	51,865	54,743	57,887
4.50%	3	47,536	50,062	53,292	56,193	59,420
4.50%	4	48,694	51,331	54,716	57,644	60,954
4.50%	5	49,913	52,664	56,222	59,172	62,572
4.50%	6	51,131	53,997	57,728	60,700	64,190
4.50%	7	52,410	55,401	59,316	62,309	65,891
4.50%	8	53,688	56,804	60,901	63,915	67,590
4.50%	9	55,030	58,279	62,577	65,609	69,383
4.50%	10	56,406	59,755	64,253	67,302	71,175
4.00%	11	57,264	60,725	65,391	68,426	72,530
4.00%	12	58,696	62,266	67,141	70,194	74,231
4.00%	13	60,164	63,885	68,987	72,050	76,199
4.00%	14	61,667	65,503	70,830	73,906	78,166
4.00%	15	63,210	67,204	72,779	75,868	80,236
4.00%	16	64,790	68,907	74,727	77,830	82,308
4.00%	17	66,409	70,700	76,778	79,893	84,490
4.00%	18	68,069	72,494	78,832	81,955	86,672
4.00%	19	69,772	74,376	81,001	84,129	88,969
4.00%	20	71,172	75,891	82,771	85,888	90,828

- Step increase for 2026-2027

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 annually to the Superintendent by the respective deadline for appointment. Appointment and/or reappointment to a position shall be at the discretion of the Superintendent. Current NBEA members deemed qualified by the Superintendent or his/her or her designee shall be given priority consideration in all appointments.

B. The designation of an activity in this Appendix does not require that it shall be implemented unless approved by the Superintendent.

C. Coaches, Directors, and Coordinators shall receive extra pay according to the following schedule. All percentages shall be figured on the BA base on the salary schedule. NBEA Coaches beginning their third year in the District in the same sport activity will receive a 1% increase over the regular percentage. Coaches beginning their fifth year in the District in the same sport activity will receive a 2% increase over the regular percentage. Coaches beginning their eighth year in the District in the same sport activity will receive a 3% increase over the regular percentage. Experience granted in a given sport shall be transferable to either gender or mixed gender version of that sport: Baseball, Softball, Basketball, Bowling, Cross Country, Golf, Soccer, Track, Volleyball. Years credited, as stipulated, will only be given provided the previous coach has vacated the position or was terminated prior to said teacher applying.

1.	District Music Director *	11%
2.	Counselors working beyond the contractual days shall be paid their daily rate of pay- per diem	
3.	Head Coaches	
	a. Football/Basketball	11%
	b. Volleyball/Wrestling	9%
	c. Baseball/Softball/Boys' Track/Girls' Track/ Boys' Soccer/Girls' Soccer/ Cross Country/Golf/Bowling	8%
4.	Sub-Varsity Level and Assistant Coaches	
	a. Football/Basketball	7%
	Baseball/Softball/Boys' Track/Girls' Track/ Boys' Soccer/Girls' Soccer/ Wrestling/Cross Country/Golf/Volleyball	6%
5.	Sideline Cheerleading/Competitive Cheerleading	
	a. Varsity	7%
	b. Junior Varsity	6%
	c. Freshman	5%
	d. Middle School	4%
6.	Middle School Coaches	6%
	a. Assistant Middle School Coaches	$500
7.	Auditorium Coordinator	7%
8.	Athletic Conditioning	$1,000
	a. Assistant Athletic Conditioning	$500

D. Class Sponsors shall receive extra pay as follows:

1.	Grade 12	$1,400
2.	Grade 11	$1,400
3.	Grade 10	$900
4.	Grade 9	$900
5.	Grade 8	$1,100
6.	Grade 7	$800
7.	Grade 6	$500
8.	Grade 5	$500

E. Pay for extra duties shall be as follows:

1. Yearbook	
High School	$2,000
Middle School Yearbook	$1,500
2. School Play Director	$1,500 per play
Assistant	$500 per play
A maximum of 3 plays per year unless prior approval from Superintendent	
3. Forensics (7-12)	$2,000
Assistant (7-12)	$1,500
4. National Honor Society	$2,000
5. Student Government	
High School	$2,500
High School Assistant	$1,000
Middle School	$1,500
Middle School Assistant	$500
6. Quiz Bowl	
High School	
Fall	$550
Winter	$550
Middle School	$330
7. High School Culture Club	$1,500
8. Model UN	
• 5-15 students completing the season in good standing	$1,000
• 16 or more students completing the season in good standing	$1,500
9. Garden Club	
High School	$1,500
Middle School	$1,500
Elementary	$1,500
10. School Store	
High School	$500
Middle School	$500
Elementary	$500
11. Elementary Running Club	$500

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

1. High School (9-12)	$4,400
2. Quest (10-12)	$660
3. Ruth Fox Middle School (5-8)	$4,400
4. NB Elementary (K-4)	$5,500

G. Mentor (years 1-3; amount prorated for missed meetings)	$500
H. Substituting - Per Period	$35.00
I. Faculty Tutors	$35.00 per hour

NOTE: All percentages are based on the BA base salary.

*Grandfather the current Band Director for longevity in the position

APPENDIX C

1. **Evaluation of Teachers**

   A. **Teacher Evaluation:** A teacher, including all teachers of record, will be evaluated pursuant to the Danielson (2013) performance evaluation system. The District will measure student growth as 20% of the evaluation utilizing the district wide data for all teachers as defined by this bargaining agreement.

   B. **Grievance Procedure.** An alleged violation of this Appendix is not subject to arbitration in the grievance process, unless the matter by law is required to be arbitrated. An Arbitrator has jurisdiction to consider a grievance filed under the grievance procedure by a tenured teacher who receives two (2) consecutive ratings of "needing support."