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AGREEMENT BETWEEN

THE CARNEY-NADEAU EDUCATION ASSOCIATION

AND

THE SCHOOL DISTRICT OF CARNEY-NADEAU

1974-75

*Carney-Nadeau School District*

*Carney-Nadeau Education Assoc.  
Carney, Michigan 49812*



CARNEY-NADEAU PUBLIC SCHOOL  
Carney, Michigan

DURATION of AGREEMENT

This agreement shall be effective as of August 26, 1974 and shall continue in effect until the 31st day of August, 1975. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary

By \_\_\_\_\_  
Chairperson, Negotiating  
Committee

By \_\_\_\_\_  
Negotiating Committee Member

By \_\_\_\_\_  
Negotiating Committee Member

By \_\_\_\_\_  
Negotiating Committee Member

By \_\_\_\_\_  
Negotiating Committee Member

BOARD OF EDUCATION

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Member

Dated this 26 day of  
August, 1974.

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AGREEMENT BETWEEN  
THE CARNEY-NADEAU EDUCATION ASSOCIATION  
AND  
THE SCHOOL DISTRICT OF CARNEY-NADEAU

This Agreement entered into this 26 day of August, 1974 by and between the School District of Carney-Nadeau, Michigan herinafter called the "Board" and the Carney-Nadeau Education Association, herinafter called the "Association."

ARTICLE I

Recognition

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all teaching personnel whether under contract, on leave, on a per diem basis employed or to be employed by the Board, excluding: superintendent and principal. The term "teacher" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.



## ARTICLE II

### Association and Teacher Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions 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 his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations.
- C. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.

- D. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of race, creed, sex, marital status, or national origin.
- E. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- F. The Board shall consult with the Association on any major budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publications.



## ARTICLE III

### Board of Education Rights

A. "The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested 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, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualification, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities and the terms and condition of employment."

B. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by specific express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States. Nothing contained in Article III shall deprive the Association of any rights afforded to it under Act 379 of the Public Acts of 1965.



#### ARTICLE IV

##### Professional Dues or Fees and Payroll Deductions

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Professional dues in the Association which sum shall be in the amount of \$ \_\_\_\_\_ for the school year 1974-75, and shall thereafter be as established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of any year.

Note: An arrangement will be made between the superintendent and the Association regarding a system for payroll deductions for dues.

## ARTICLE V

### Teaching Hours and Class Load

- A. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' regular school day in the morning. Teachers shall be permitted to leave within fifteen (15) minutes after close of the pupils' regular school day. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher, except that on Fridays or on days preceding holidays or vacations, the teacher's day shall end at the close of the pupils' day.
- B. The normal weekly teaching load in the junior and senior high schools will be thirty (30) teaching periods and five (5) unassigned preparation periods. Without his consent, no teacher shall be assigned to more than \_\_\_\_\_ hours of pupil contact per week. Assignment to a supervised study period shall be considered a teaching period for purposes of this article. The normal teaching load in the elementary schools shall not exceed \_\_\_\_\_ hours of pupil contact per week.
- Note: An agreement regarding pupil contact hours to be worked out between the Superintendent and the EA President.
- C. All teachers shall be entitled to a duty-free uninterrupted lunch period equivalent to a regular class hour, but in no event less than thirty-five (35) minutes.
- D. Elementary teachers will be provided two fifteen (15) minute relief periods each day. In addition, elementary teachers



may use for preparation all time during which their classes are receiving instruction from various teaching specialists.

Note: Superintendent Pieropon and the EA President to work out 15 minute release break time for elementary teachers (recess staggering or some method of supervision).

E. Teachers of music, art, laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, counselors and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the district.

F. In the event of any disagreement between the representative of the Board and the individual as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.

## ARTICLE VI

### Teaching Conditions

- A. To relieve teachers of cafeteria and playground duty, the Board agrees to engage not less than one full-time aide, if possible, in the elementary school responsible to the teachers. The aide is to handle patrol duties, inventorying of supplies and equipment, duplication of teaching materials, operating audio-visual equipment, collecting monies for milk and lunch, and similar non-professional responsibilities. The teacher shall periodically conduct evaluations of teacher aides and turn reports over to the building principal in writing.
- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, 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 implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained.
- C. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. The Board will not require a teacher to maintain, instruct, or supervise students



in a classroom facility that does not meet the "Sanitation Standards for Schools," adopted by the Michigan Department of Health, Regulations 325.721 - 325.746, Michigan Administrative Code, 1954.

- D. Every effort will be made to give all teachers written notice of their schedules for the forthcoming year no later than the preceding first day of July. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same, and the Association shall be so notified in each instance.

## ARTICLE VII

### Professional Qualifications and Assignments

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, and a provisional or permanent certificate, if a satisfactory teacher is available at the time of hiring.

## ARTICLE VIII

### 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, one copy of which shall be filed with the superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.
- B. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the superintendent in his reasonable judgement so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year at which time the position will be considered vacant.
- C. A vacancy shall be defined for purposes of this contract as a situation where a vacant position was previously held by an employee or when a new position covered by this article is created.
- D. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises



or is anticipated, the superintendent shall promptly notify the Association and post notice of same on a bulletin board in each school building for no less than three weeks before the position is filled. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the district, and other relevant factors. Any new positions, including supervisory positions, shall be posted with accompanying job descriptions. An applicant with less service in the district shall not be awarded such position unless his qualifications shall be substantially superior.

1. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed:

- a. Teachers with specific interests in possible vacancies will notify the superintendent's office of their interest, in writing, during the last regular week of school and shall include a summer address.
- b. Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by the superintendent's office and notified of the vacancy.
- c. The teachers so notified shall have the responsibility of contacting the superintendent's

office indicating their interest in said position within three (3) days of receiving such notifications.

- E. Any teacher who shall be transferred to an administrative position and shall later return to teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer.

Special talents or expertise needed for the implementation of a new program, but not found on the school district staff, should be sought through retraining of existing staff wherever possible. When this is not possible or practical, the Board should seek to employ personnel as regular members of the staff who will be able to perform the required activities.



## ARTICLE IX

### Illness or Disability

A. At the beginning of each school year each teacher shall be credited with twelve (12) days of leave, the unused portion of which shall accumulate from year to year to ninety (90) days. The leave days may be taken by a teacher for the following reasons and subject to the following conditions:

1. Personal Illness or Disability The teacher may use all or any portion of his leave to recover from his own illness or disability. If a teacher is absent for five (5) consecutive school days, proof of illness may be required at the discretion of the superintendent or the Board of Education by a physician of the Board's choosing at Board expense.
2. Death in the Immediate Family The teacher may take a maximum of four (4) days per death for the following: husband, wife, mother, father, children, brother, sister; and two (2) days per death for the following: grandchildren, father-in-law, mother-in-law, grandparents.
3. Other Deaths The teacher may take one (1) day per year to attend the funeral of any person.
4. Illness in the Immediate Family The teacher may take a maximum of four (4) days per year. Immediate family shall be defined as in #2 above.

- B. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total sick leave credit.
- C. Absence due to injury or illness incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days, provided that the Board shall pay to such teacher the difference between his salary and benefits received under the Michigan Workmen's Compensation Act for the duration of such absence.
- D. A teacher absent from work because of mumps, scarlet fever, measles, or chicken pox shall suffer no diminution of compensation and shall not be charged with loss of personal sick leave. If shots to immunize are available and the teacher has not taken necessary precautions, then item "D" does not apply.
- E. The Board reserves the right to grant additional sick leave in extenuating circumstances.



## ARTICLE X

### Professional, Personal and Association Leave

- A. At the beginning of every school year, five (5) teachers shall be credited with one (1) day each to be used for the teacher's professional business. Professional business days may be used for any educational purpose at the discretion of the teacher. The teacher planning to use a professional business day shall notify his principal at least one week in advance of his absence. Professional business days shall be used for the purpose of: (1) visitation to view other instructional techniques or programs; (2) conferences, workshops, or seminars conducted by colleges, universities, and the MEA and NEA and/or affiliate departments thereof. The teacher may be requested to file a written report, within one week of his attendance at such visitation, conference, workshop, or seminar.
- B. At the beginning of every school year, the Association shall be credited with four (4) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. The Association agrees to pay substitute wages.
- C. Personal days requested by a teacher shall be granted at the discretion of the superintendent of the school.
- D. In the event that a teacher is called for jury duty, the teacher is to pay the school the equivalent for compensation for jury duty less mileage.

## ARTICLE XI

### Unpaid Leaves of Absence

- A. A military leave of absence 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. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.
- B. A leave of absence not to exceed four (4) years shall be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the system during such period.
- C. Maternity leave shall be granted according to State and Federal guidelines.
- D. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year. Thereafter, the leave will be given solely at the discretion of the Board of Education.

The Board agrees to continue to provide the health insurance benefits (or all fringe benefits) provided for by this collective agreement for the duration of said leave.



## ARTICLE XII

### Academic and Professional Responsibility

Since teachers are working with students who have not reached full maturity, they are expected to consider carefully their words, deeds, actions, and personal image in all classroom and supplementary duty situations.

It is the responsibility of the teacher to insure fair presentations of facts, philosophies and ideologies for consideration. Freedom of individual conscience, association and expression will be encouraged and fairness in procedure will be observed to safeguard the legitimate interests of the school and community.

Patriotism in its highest form requires dedication to the principles of our democratic heritage. Professional ethics require sharing the responsibility for the development of sound policy with all other citizens. As educators we are particularly accountable for participating in the development of educational programs and policies, and for interpreting them to the public.

## ARTICLE XIII

### Teacher Evaluation and Progress

The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel.

- A. Probationary teachers shall be observed for the purposes of evaluation at least three times during the school year. These observations shall occur at least two months following a teacher's commencement of service, five months after a teacher's commencement of service, and ninety days prior to the end of the probationary year. Tenure teachers shall be observed for the purposes of evaluation at least once every year.
- B. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.
- C. All evaluations shall be reduced to writing and a copy given to the teacher within ten (10) school days of the evaluation. If the teacher disagrees with the evaluation, he may submit a written answer which shall be attached to the file copy of the evaluation in question, (We mutually agree to the type and kind of evaluation form used including teachers' skills to be evaluated.)
- D. A teacher will have the right to review the contents of all records of the district pertaining to said teacher,



originating after original employment and to have a representative of the association accompany him in such review.

E. No material originating after original employment will be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. The administration's final recommendation to the Board shall be based solely on the contents of the teacher's personnel file. If the teacher is asked to sign material placed in his file, such signature shall be understood to indicate his awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. Teachers may submit materials to be placed in their file that will be of value, honor, or credit to them or to their school.

F. Any complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or other person will be promptly called to the attention of the teacher. Any complaint not called to the attention of the teacher may not be used as the basis for any reprimand, discipline or discharge.

G. If a teacher is to be disciplined or reprimanded by the Board or its agents, he shall be entitled to have a representative of the association present unless mitigating circumstances or emergency situations preclude the presence of a representative of the association.

- H. Each formal observation of a teacher shall not be for less than one class period or the duration of a particular teaching unit. Spot check may be employed as a secondary evaluation procedure.
- I. Each evaluation of a teacher shall be followed by a personal conference between the teacher and his evaluator for purposes of clarifying the written evaluation report.
- J. If an evaluator finds a teacher lacking, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve.
- K. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action.
- L. Prior notification will be given instructors before their first evaluation.



## ARTICLE XIV

### Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time 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 or well-being or is professionally demeaning.
- B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall accept responsibility to deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.
- C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and in appropriate cases, may institute proceedings against the offending teacher.

D. A teacher shall at all times be entitled to have present a representative of the Association when he is being 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.

E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.



## ARTICLE XV

### Continuity of Operations

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section I of the Public Employment Relations Act.
- B. Nothing in this article shall require the Board to keep school open in the event of severe inclement weather or when otherwise prevented by Act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.

ARTICLE XVI

School Calendar

- A. The parties agree that all aspects of the school calendar are negotiable, including, but not limited to, length of the school year, and further agree that for the term of this Agreement, the school calendar shall be as set forth in Appendix \_\_\_\_\_. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.
- B. At least one day at the beginning of the school year shall be devoted to pre-opening planning conferences and orientation. At least one full day shall be provided at the end of each semester for the completion of teacher records when pupils shall be excused from attendance.



## ARTICLE XVII

### Professional Grievance Procedure

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.
- B. In the event that a teacher believes there is a basis for a grievance he shall first discuss the alleged grievance with his building principal either personally or accompanied by his association representative. The grievance must be filed within ten (10) calendar days of the violation, misinterpretation, or misapplication or within ten (10) days of the discovery thereof. If time limits are not complied with, grievance will be made null and void. Time limits can be made void by mutual agreement.
- C. If, as a result of the informal discussion with the building principal, a grievance still exists, he may invoke the formal grievance procedure through the Association on the form set forth in annexed Appendix\_\_\_\_\_, signed by the grievant and a representative of the Association, which form shall be available from the association representative in each building. A copy of the grievance form shall be delivered to the principal. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by him.

- D. Within ten (10) calendar days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing five (5) calendar days of such meeting, and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) calendar days of such meeting (or ten (10) calendar days from the date of filing, whichever shall be later), the grievance shall be transmitted to the superintendent. Within seven (7) calendar days the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) calendar days of such meeting, and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the superintendent or his designee, or if no disposition has been made within five (5) calendar days of such meeting (or ten (10) calendar days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than its next regular meeting or within two (2) calendar weeks, whichever shall be later, shall meet with the Association on the grievance.



Disposition of the grievance in writing by the Board shall be made no later than seven (7) calendar days thereafter. A copy of such disposition shall be furnished to the Association. Utilization of this step of the grievance procedure shall be optional with the Association. If in the opinion of the Association there would be no useful purpose derived out of the utilization of this step, the Association may by-pass said step and proceed to its next level. The Association shall notify the Board of its intention to this regard within the time limits herein specified.

- G. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.

- H. The fees and expenses of the arbitrator shall be shared equally by the parties.
- I. If any probationary or tenure teacher for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his contract, he shall be reinstated with full reimbursement of all professional compensation lost. If any teacher shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
- J. The time limits provided in this article shall be strictly observed but may be extended by written Agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.



## ARTICLE XVIII

### Reductions in Personnel, Seniority and Recall

A. In the event of lay off due to a decreased student enrollment or shortage of revenue, the order of reduction shall be:

1. First year probationary teachers shall be laid off first by using the following order:
  - a. Certification
  - b. Competency as determined by administrative evaluation of probationary personnel in accordance with Board of Education policy and Administrative Regulations
  - c. Seniority
2. Second year probationary teachers shall be laid off in accordance with A.1 above.
3. Third year probationary teachers shall be laid off in accordance with A.1 above.
4. Tenure teachers shall be laid off only after all probationary teachers have been laid off. In proper cases of special qualifications, exceptions may be made. Tenured teachers shall be laid off by using the criteria below in the following order:
  - a. Certification
  - b. Competency as determined by administrative evaluation which shall be developed by the joint Board-EA Teacher Evaluation Committee for implementation in \_\_\_\_\_
  - c. Seniority

Seniority shall be defined as the number of years of teaching service in the school district by a teacher.

A teacher shall lose his seniority if he resigns, retires, or is discharged by the Board.

B. If for any reason the Board anticipates a reduction of staff it may, prior to taking formal action, consult with the elected officers of the EA to receive recommendations regarding priorities and procedures to be followed.

C. 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 position(s), the Board shall determine the order of lay off provided, however, such action shall not be contrary to Section A. The Board shall endeavor to give forty-five (45) calendar days' notice of lay off to the individual involved, and in any event, thirty (30) calendar days' notice shall be given in all cases.

D. It is further agreed that any lay off pursuant to this article shall automatically terminate the individual employment contract of all laid-off teachers and shall suspend for the duration of the lay off, the Board's obligation to pay salary or fringe benefits and any laid-off teacher's individual or supplemental employment contract as well as all benefits under this collective bargaining agreement. Changes in a teacher's certification while on lay off shall not affect the teacher's status during the lay off period.

E. Any teacher on lay off shall be recalled in inverse order of lay off provided he is certified and qualified for the vacancy.

No new teachers shall be employed by the Board while there are teachers of the district who are laid off unless there are no laid off teachers with proper certification and qualifications to fill any vacancy which may arise.

F. The Board shall give written notice of recall from lay off by sending a registered or certified letter to said



teacher, at his last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with lay offs, recall, or other notice to the teacher. If a teacher fails to report to work within ten (10) calendar days from date of sending of the recall, unless an extension is granted in writing by the Board, said teacher shall be considered as a voluntary quit and shall thereby terminate his individual employment contract and any other employment relationship with the Board.

#### ARTICLE XIX

##### Miscellaneous

Parent-teachers conference four (4) times during the school year. Conferences will be held from 7:00 P.M. to 9:00 P.M.



CARNEY-NADEAU PUBLIC SCHOOL  
Carney, Michigan

1974-75 School Calendar

Date	Student Attendance	Teacher Attendance
Aug. 26 Teacher Orientation	-	1
Aug. 27-30	4	4
Sept. 3-6 Labor Day Sept. 2	4	4
Sept. 9-13	5	5
Sept. 16-20	5	5
Sept. 23-27	5	5
Sept. 30-Oct. 4	5	5
Oct. 7-11 End of 1st Marking Period	5	5
Oct. 14-18	5	5
Oct. 21-25	5	5
Oct. 28-Nov. 1	5	5
Nov. 4-8	5	5
Nov. 11-14 Deer Hunting Recess Nov. 15	4	4
Nov. 18-22 End of 2nd Marking Period	5	5
Nov. 25-27 Thanksgiving Recess Nov. 28 & 29	3	3
Dec. 2-6	5	5
Dec. 9-13	5	5
Dec. 16-20 Christmas Recess begins at dismissal Dec. 20	5	5
Jan. 6-10	5	5
Jan. 13-17 End of Semester (Teacher Grading Jan. 17)	4	5
Jan. 20-24	5	5
Jan. 27-31	5	5
Feb. 3-7	5	5
Feb. 10-14	5	5
Feb. 17-21	5	5
Feb. 24-28 End of 4th Marking Period	5	5
Mar. 3-7	5	5
Mar. 10-14	5	5
Mar. 17-21	5	5
Mar. 24-26 Easter Recess begins at dismissal Mar. 26	3	3
April 1-4	4	4
April 7-11	5	5
April 14-18 End of 5th Marking Period	5	5
April 21-25	5	5
April 28-May 2	5	5
May 5-9	5	5
May 12-16	5	5
May 19-23	5	5
May 27-30 Memorial Day May 26	4	4
Sept. 2 Labor Day	180	182
Nov. 15 Deer Hunting Recess		
Nov. 28 & 29 Thanksgiving Recess		
Dec. 21-Jan. 5 Christmas Recess		
Mar. 27-31 Easter Recess		
May 26 Memorial Day		



CARNEY-NADEAU PUBLIC SCHOOL  
Carney, Michigan

SALARY SCHEDULE 1974-75

\$8,350.00-3%

STEP	B.S.	B.S.+18	M.A.
1.	8,350.00	8,601.00	8,859.00
2.	8,601.00	8,859.00	9,125.00
3.	8,859.00	9,125.00	9,399.00
4.	9,125.00	9,399.00	9,681.00
5.	9,399.00	9,681.00	9,971.00
6.	9,681.00	9,971.00	10,270.00
7.	9,971.00	10,270.00	10,578.00
8.	10,270.00	10,578.00	10,895.00
9.	10,578.00	10,895.00	11,222.00
10.	10,895.00	11,222.00	11,559.00
11.	11,222.00	11,559.00	11,906.00

CARNEY-NADEAU PUBLIC SCHOOL  
Carney, Michigan

ACTIVITIES

Varsity Basketball	<u>74-75</u> 625
1 day off +100 for state tournament	
Jr. Varsity Basketball	375
1 day off +100 for state tournament	
Varsity Football	600
Assistant Football	300
Track	175
Chaperones	8
Basketball Timer & Scorer	6
Junior-Senior Play	170
Christmas Play	100
7 & 8 Grade Basketball	150
Yearbook	75
F.H.A.	125
Band	300
Girls' Basketball	<u>300</u>
	\$3,309

Extra

1. Full Family MESSA Super Med for the full twelve months with provision for automatic payment of any premium increases during the whole year (12 months).
2. Maintaining of insurance coverage on teachers using their private auto for (official) school business and mileage compensation of 12¢ per mile.