

MASTER AGREEMENT

BETWEEN

**THE CARNEY-NADEAU EDUCATION
ASSOCIATION**

**THE UPPER PENINSULA EDUCATION
ASSOCIATION**

MICHIGAN EDUCATION ASSOCIATION

AND

**THE SCHOOL DISTRICT OF
CARNEY-NADEAU**

2010-2012

**CARNEY-NADEAU PUBLIC SCHOOL
Carney, Michigan 49812**

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AGREEMENT BETWEEN

THE CARNEY NADEAU EDUCATION ASSOCIATION-

UPPER PENINSULA EDUCATION MICHIGAN EDUCATION ASSOCIATION

AND

THE SCHOOL DISTRICT OF CARNEY-NADEAU

This Agreement entered into this 1st day of September 2010 by and between the School District of Carney-Nadeau, Michigan hereinafter called the "Board" and the Carney-Nadeau Education Association-Upper Peninsula Education Association-Michigan Education Association, hereinafter called the "Association".

ARTICLE 1

Recognition

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all 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 2

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 3

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 are 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 conditions of employment.”

- B. The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by 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 3 shall deprive the Association of any rights afforded to it under Act 379 of the Public Acts of 1965.

ARTICLE 4

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 including NEA, MEA, UPEA 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.

- B. It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense, which is appropriately shared by all teachers who are beneficiaries of such agreements. In the event that a teacher does not

authorize deduction of dues or a service fee equivalent to dues herein, and does not pay such sum directly to the Association, to effectuate the purposes of the Public Employment Relations Act and this agreement, the Board shall deduct that amount from the bargaining unit member's wages and remit same to the Association.

In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witness, and making relevant information available at both trial and appellate levels. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this article.

ARTICLE 5

Teaching Hours and Class Load

- A. Teachers shall be required to report for duty at least fifteen (15) minutes before the opening of the pupils' regular school day each morning.
Teachers shall be permitted to leave 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.

Student contact time shall allow for the minimum requirements to qualify for state aid.

- 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 30 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 30 hours of pupil contact per week.
- C. All teachers shall be entitled to a duty free lunch period of no less than thirty-six (36) minutes.
- D. Elementary teachers will be provided a thirty-five (35) minute afternoon relief period each school day. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.

- 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 process through the professional grievance procedure hereinafter set forth.

- G. If a teacher is asked to substitute for another teacher, said teacher will be paid at the rate of eleven (\$11) dollars per hour or shall be allowed to bank the hours to a maximum of 15 hours of personal leave time which can be used in conjunction with personal days or vacation periods if substitutes are available. Such time off must be applied for in writing two workdays in advance. An hour is defined as a fifty (50) minute period both in the high school and elementary school. This article will include elementary teachers if they have to fill in for special teachers based on accrued time of fifty (50) minutes.

- H. Elementary recess duty will be paid at eleven (\$11) dollars per hour.

- I. Independent Study. It is understood by both parties that independent study is a voluntary class.

ARTICLE 6

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, and collecting moneys for milk and lunch, and similar non-professional responsibilities. The teachers shall periodically conduct evaluations of teacher aides and turn reports over to the building principal in writing.

- B. The Board recognized 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 school 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 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 7

Professional Qualifications and Assignments

No new teacher shall be employed by the Board for a regular teaching assignment without holding a valid teaching certificate.

ARTICLE 8

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 educational program. If the superintendent in his reasonable judgment 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 positions 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 one (1) week 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.
 - d. 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.
2. 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 9

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 one-hundred ten (110) 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 four (4) 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 five (5) days per death without loss of pay for the following: spouse, mother, father, children, brother, sister, grandchildren, father-in-law, mother-in-law, grandparents, or any person residing in the teacher's household. Such time utilized will not be deducted from sick leave.

Five additional days will be granted without loss of pay or deduction from sick leave for death of spouse if needed.

3. Other Deaths: The teacher may take one (1) day per year to attend the funeral of any person. The Superintendent may grant additional time for travel under this provision.

 4. Illness in the Immediate Family: 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.
- F. See Appendix IV (Sick Leave Buy-Back).
- G. The days for funerals as defined in the contract shall not be deducted from sick leave unless it extends over days allowed in contract.

ARTICLE 10

Professional, Personal and Association Leave

- A. At the beginning of every school year, each teacher shall be credited with three_(3) days each to be used for the teacher's professional development if substitutes are available. Teachers will be notified of professional conferences and seminars by the building administrator on a timely basis. Such notification shall be posted in the appropriate lounge area.

Professional development days shall be used for any educational purpose at the discretion of the teacher with the approval of the Administration. The teacher planning to use a professional business day shall notify the 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 five (5) 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. At the beginning of every school year each teacher shall be credited with three (3) days to be used for the teacher's personal business. A teacher planning to use a personal business day shall notify the superintendent at least three (3) days in advance (except in case of emergency). Personal business days shall not be used to extend any vacation or holiday without the superintendent's permission. The teacher will be paid \$52 for each unused personal business day at the end of each school year.
- D. In the event that a teacher is called for jury duty, the teacher is to pay the school the equivalent of compensation for jury duty less mileage.

ARTICLE 11

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 of 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. A female teacher shall be granted an unpaid leave of absence for maternity leave upon request. The leave shall be for the balance of the semester that the birth takes place and one additional semester if requested by the teacher.

If the teacher does not desire a leave of absence she shall be allowed to use her accumulated sick leave for pregnancy.

A pregnancy shall be considered a temporary disability and the teacher's physician shall make the determination as to when the teacher has to halt her teaching duties, and as to when she should return to her teaching duties.

If the teacher is on an unpaid maternity leave of absence her hospitalization insurance benefits will continue, and she shall receive credit for experience on the salary schedule for the balance of the semester that the leave of absence commences only.

A teacher shall be granted an unpaid leave of absence for childcare upon request.

The leave shall be for the balance of the semester that the birth/adoption takes place and for one additional semester if requested by the teacher.

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.

E. Upon request, a one (1) year multi-purpose leave shall be granted to any teacher who has eight (8) years of service in the District. This leave shall have sound educational values to the District. This leave shall not terminate less than one (1) year and cannot be extended beyond one (1) year. A teacher on the above leave shall not accrue seniority but shall accrue experience for salary schedule purposes.

ARTICLE 12

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 13

Teacher Evaluation and Progress

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

- A. Probationary teachers shall be observed for the purposes of evaluation three times during the school year. These observations shall occur in October, January, and April of the probationary school years. Tenure teachers shall be observed for the purposes of evaluation at least once every year. The number of observations or evaluations may exceed those required by the Michigan Teacher Tenure Law.
- 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. 1. All evaluations shall be 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. A mutually developed evaluation form shall be used.

C. 2. In compliance with MCL 380.1250 the parties agree to the following "merit pay schedule": For those members who receive a favorable annual evaluation the sum of \$1.00 (one dollar) will be paid in the last pay period of the school year.

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 personal 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 evaluation of a teacher shall be followed by a personal conference between the teacher and his evaluator for purposes of clarifying the evaluation report.
- I. If an evaluator finds a teacher lacking, the reasons therefore shall be set forth in specific terms (as shall in identification of) the specific ways in which the teacher is to improve.
- J. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action. The Board will follow the steps of progressive discipline in administering discipline against a teacher.
- K. Prior notification will be given instructors before their first observation.
- L. The Board agrees that all employment records including medical, counseling, psychological records, evaluations and any other records shall not be released to third parties absent the written consent of the teacher or pursuant to a lawfully

issued order or subpoena or otherwise required by law such as by FOIA. The Board further agrees that at the request of the teacher, all hearings regarding dismissal, suspension, allegations, evaluations, or discipline conducted by the Board be held in closed session and the teacher shall not be identified in any public minutes of the Board unless required by law.

ARTICLE 14

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.

However, the District retains the right to immediately discipline by paid suspension and employee for an offense that presents a danger to students or staff. Any employee has the right not to discuss this matter with the District until Union representation is available. The District, Association representative, and the employee will meet within five (5) working days to discuss the change(s) and the pending measures the District is considering to take on the offense.

- 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. The teacher shall have the right to attach a letter of

rebuttal to all disciplinary actions, which result in placing material in said teachers personnel file.

ARTICLE 15

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. For inclement weather closings, days will be made up if necessary in order to comply with guidelines for attendance for state aid purposes.

ARTICLE 16

School Calendar

- A. The parties agree that all aspects, except the starting date, 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 II. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association. If additional instructional days or hours are necessary to meet Michigan Annual Hour requirements, such days or hours shall be added.

- B. At least one day at the beginning of the school year shall be devoted to pre-opening planning conferences and orientation
- C. Calendar(s) are to be worked out between the Administration and the Association and shall become a part of this agreement.

ARTICLE 17

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. Probationary teachers shall be limited to Step D of the Professional Grievance Procedure in Article 17 of this agreement for all grievances filed under the articles of this agreement.
- 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/superintendent either personally or accompanied by his association representative. The grievance must be filed within ten (10) workdays of the violation, misinterpretation, or misapplication or within ten (10) workdays 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, the teacher may invoke the formal grievance procedure through the Association on the form set forth in annexed Appendix III, 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) workdays 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) workdays 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) workdays of such meeting or ten (10) workdays from the date of filing, whichever shall be later, the grievance shall be transmitted to the superintendent. Within seven (7) workdays 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) workdays 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) workdays of such meeting or ten (10) workdays from the date of the 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) workdays 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 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. The Arbitrator 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 judgment thereon may be entered in any court of competent jurisdiction.

H. The fees and expenses of the arbitrator shall be paid by the losing party.

I. If any probationary or tenure teacher from 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 18

Reductions in Personnel, Seniority and Recall

- A. In the event of the 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 evaluations on the form approved by the Board and the Association attached hereto.
 - 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 evaluations on the form approved by the Board and the Association attached hereto.
 - 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 shall, prior to taking formal action, consult with the President 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 loss of experience factor, tenure, sick leave, or seniority granted by the district shall occur, and a teacher's accumulated sick leave shall not be canceled but shall remain credited to him. A teacher whose service has been interrupted by lay off will retain seniority while laid off for a period of three (3) years for purposes of lay off or recall. Prior to a recall, all available positions shall have been posted for at least five (5) days.

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 who with proper certification and qualifications to fill any vacancy which may arise.

A seniority list will be sent to the local association president and posted in school by **October 15th** of each school year.

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 the 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 19

Miscellaneous

Parent-Teacher conferences held two (2) times during the school year. Conferences will be held from 1:00 p.m. to 6:00 p.m. each semester.

This Agreement shall be printed and distributed at Board expense within 15 days of ratification by both parties.

C.N.E.A. Representatives and Board Representatives Meetings

Meetings between Board representatives and representatives of the CNEA may be called upon mutual consent to discuss items of interest or concern to either party.

ARTICLE 20

Student Discipline

- 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. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, or whenever it appears that the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the Board will relieve the teacher of responsibilities with respect to said pupil, upon recommendation of the Student Discipline Review Board, as provided in this Agreement.

- B. A teacher may refer a pupil to the principal when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. The pupil shall not be returned to the class until after consultation by the principal with the teacher.
- C. Teachers shall be responsible for creating and maintaining conditions conducive to learning and discipline in their classrooms. Furthermore, the employer recognizes its responsibilities to give all reasonable support and assistance to teachers in maintaining control and discipline.

The District and the Association recognize the need to have reasonable rules established for student conduct. The District shall publish and distribute to students and staff a copy of all rules of student conduct established by the District of jointly with the Board, Administration, and staff in pursuit of the School Improvement process including alternatives to corporal punishment, that are in effect at that time.

The Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher not covered by the employee's personal insurance coverage resulting from disciplining a student within the legal parameters of corporal punishment statutes, while on duty in the school or on the school premises. If the District insurance does not cover the loss, damage, or destruction of the teachers' personal property, the district shall reimburse the teacher any

deductible not covered by the employee's personal insurance coverage to a maximum of \$250.00.

ARTICLE 21

Alcoholism and Drug Abuse

- A. The Association and the Board jointly recognize that alcoholism and drug abuse are illnesses and shall be treated as such.

- B. The Board agrees that any bargaining unit member with an alcohol or drug abuse problem who requests diagnosis or treatment will not jeopardize his/her job right or security and that such problems will be handled in a confidential manner. The employee must participate in an approved program. This provision shall not be utilized more than twice per member, nor can this provision be used if an employee has been disciplined or suspended for such matters.

ARTICLE 22

Disease

- A. In the event that a child with an ongoing or chronic communicable disease is allowed, by policy or law, to attend school, all teachers having contact with the student shall be notified in advance of the child's placement and/or return to school; to the extent such notification is permitted under law. The District shall provide in-service training in hygienic practices and management to teachers coming into contact with students having such communicable diseases, if requested by such teachers.

ARTICLE 23

School Improvement Plan

A. The conditions which follow shall govern employee participation in the District's School Improvement Plan:

1. Participation after the normal scheduled day is voluntary.
2. Participation or non-participation shall not be used as a criterion for evaluation, discipline, or discharge.
3. This Master Agreement may not be modified in whole, or in part, except by mutual, written agreement by the Association and the Board.

ARTICLE 24

Least Restrictive Environment

A. While the parties acknowledge the policy of Least Restrictive Environment is legally mandated, they also recognize the extent to which any individual handicapped student should participate in regular education programs and services must be appropriate to that student's unique needs determined by an individual IEPC on an individual basis.

B. Any teacher who will be providing instructional or other services to a handicapped student in a regular education classroom setting shall be invited to participate in the IEPC.

C. The teacher shall have available the supplementary aides, support personnel, and other related services deemed necessary by the IEPC to satisfactorily achieve educating the student.

D. Except in life threatening or extenuating circumstances, the general education classroom teacher shall not be required to perform medical, hygiene or other non-instructional procedures for students such as (but not limited to) suctioning, catheterization, diapering, or attending to any personal hygiene or medical needs of the student.

Carney-Nadeau School District

The following is a product of mutual collaboration among teachers, administrators and board representatives of the member schools of the Carney-Nadeau School District. The evaluation tool is based, in part, on the development of individual goals that are based on the district/building School Improvement Plan. The other assessments of performance (Instruction, Classroom Management / Environment, and Professionalism) include rubrics that are to be supported by narrative data as compiled by the teacher and administrator.

Note: Coincident with the development of this procedure is the recommendation that professional development activities be developed and utilized that are content- and job-specific, with a direct correlation to the SIP and CAN. It is the intent of the parties that this is a working document, and that it is subject to modification and change as needed.

Carney-Nadeau School District Teacher Performance Assessment 2011 - 2012

| | |
|-----------------------------------|---|
| Teacher | |
| Building | |
| Assignment(s) | |
| Administrator(s) | |
| Date of Evaluation | |
| Evaluation Total | / |
| Signature of Administrator | |
| Signature of Teacher | |

1. Student Growth (40%)

Specific **student performance (growth) goals** are identified by the teacher and administrator collaboratively.

These goals must be:

- Obtainable
- Measurable
- Valid (Objective based)
- Linked to the current to School Improvement Plan

Valid measurement tools will be identified to determine successful goal attainment. The tools selected should be varied and agreed on by the teacher and the administrator. Examples of the tools may include, but are not limited to, the following: Performance, Rubric, Projects, MME / MEAP, Work Keys, Normative Based, Formative Assessment, Local Common Assessment, PLAN test, Explore test, ACT, Pre / Post Test, Chapter / Book Assessments, or other tools as agreed on.

Document stating specific goals and attainment of goals will be attached to this document after page 6.

| <i>Not Progressing Towards Goals</i> | <i>Progressing Toward Goals</i> | <i>Meets Goals</i> | <i>Exceeds Goals</i> |
|---|--|--|--|
| No evidence exists or evidence confirms none of the goals were met, and some regression is noted. | Specific evidence confirms minimal growth shown in some areas. | Specific evidence confirms growth goals are met in most areas. | Specific evidence confirms growth goals were met or exceeded in all areas. |

List other factors that negatively impact student growth:

2. Instruction (40%)

| | <i>Not Progressing Towards Goals</i> | <i>Progressing Towards goals</i> | <i>Meets Goals</i> | <i>Exceeds Goals</i> |
|---|--|---|---|--|
| Knowledge of content and curriculum 1/5 | Knowledge of content expectations not evident. | Demonstrates knowledge of most content expectations. | Demonstrates knowledge of content expectations and connects to related topics. | Demonstrates strong understanding of all curriculums and is able to discuss application and underlying subject concepts. |
| Lesson Pacing 1/5 | Poor organization. Activities are poorly paced or chosen. | Some organization and pacing, but not consistent. | Daily instructional lesson fits in with the overall course pacing guide. | Teacher shows strong understanding of pacing guides by discussing pacing guides and adaptations of texts to correlate to guides. |
| Knowledge and use of assessment data for instructional decisions 1/5 | Does not use valid assessments. | Uses valid assessments but does not use the information for instructional decisions. | Uses valid and reliable assessments and the data are used to inform instructional decisions. | Valid assessments are used, appropriate effective feedback is used and re-teaching opportunities are provided. |
| Effective and appropriate use of technology when used for instruction 1/5 | Use of technology interferes with the instructional process. | Use of technology is as effective as traditional instruction. | Use of technology enhances student learning. | Stays current with changing trends. Uses up-to-date technology to enhance learning. |
| Lesson Design, Delivery and Differentiation 1/5 | Teacher uses one instructional strategy and no supplemental instructional materials to meet students' unique learning needs. | Teacher occasionally uses a variety of instructional strategies or materials to meet the students' unique learning needs. | Teacher uses a variety of instructional strategies and/or educational materials to differentiate and enhance instruction. | Teacher uses multiple research-based instructional strategies and/or educational materials to extend the lessons beyond expectations for differentiation, enrichment, and cross-curricular expectations. |

3. Classroom Management / Environment (10%)

| | <i>Not Progressing Toward Goals</i> | <i>Progressing Toward Goals</i> | <i>Meets Goals</i> | <i>Exceeds Goals</i> |
|--|--|--|---|---|
| Record Keeping 1/4 | Grade book, attendance, assignments & documented observations are often incomplete and/or have errors. | Grade book, attendance, assignments & documented observations are kept but teacher requires frequent prompting for compliance or error correction. | Grade book, attendance, assignments & documented observations are kept, but teacher rarely needs prompting for compliance. | Grade book, attendance, assignments & any documented observations are always kept, organized and timely. |
| Classroom Organization/ Safety 1/4 | Classroom is not organized in a manner that is conducive to learning and at times may contribute to unsafe conditions. | Classroom is usually set up in a manner that is conducive to learning; no unsafe conditions are apparent. | Classroom is organized and set up in a manner conducive to learning with attention to safety. In-classroom transitions are smooth. | Classroom is always organized and set up to maximize learning and minimize safety concerns. In-classroom transitions are smooth. |
| Classroom Rules/ Procedures/ Routine 1/4 | Classroom rules, consequences, procedures, and routines are not evident or communicated for student availability and compliance. | Classroom rules, consequences, procedures, and routines are communicated, but inconsistently administered. | Classroom rules, consequences procedures, and routines are communicated and are administered consistently and fairly. Teacher positively supports students. | Students demonstrate understanding of classroom rules, consequences, procedures, and routines. Students are addressed with respect. |
| Engagement 1/4 | Students are not actively engaged in learning. They are off-task. There is no observable attempt to redirect students. | Some students show evidence of being on task. There are inconsistent attempts to redirect students. | Most students are actively engaged in learning. Teacher effectively redirects off task behavior. | All students are actively engaged in learning. |

4. Professionalism (10%)

| | <i>Not Progressing Towards Goals</i> | <i>Progressing Towards Goals</i> | <i>Meets Goals</i> | <i>Exceeds Goals</i> |
|---|---|---|---|---|
| Professional Judgment/Decorum 1/4 | Acts in unprofessional manner and violates boundaries; intentionally discloses confidential information inappropriately; indifferent to community values. | Generally acts in a professional manner and usually maintains appropriate boundaries; rarely uses questionable judgment; may inadvertently disclose confidential information; understands community values. | Demonstrates professional demeanor and maintains appropriate boundaries; uses good judgment; observes, respects and practices confidentiality; Is sensitive to community values. | Presents as consummate professional; observes appropriate boundaries and is a positive influence on others; uses impeccable judgment and respects confidentiality; is receptive and responsive to community values. |
| Communication and involvement with stakeholders 1/4 | Teacher does not respond to inquiries about the student; concerns are not addressed. | Teacher responds to inquiries about the student; concerns are partially addressed. | Teacher initiates contact to inform the parent/guardian about the student; responds to concerns in a timely manner. | Regularly initiates or invites contact about the student; contacts are handled promptly with discretion. |
| Building Participation 1/4 | Does not serve on committees; rarely contributes ideas to help improve student achievement; meets infrequently with peers and talks lack educational focus. | Will serve on committee if invited; occasionally suggests an idea that improves student achievement; occasionally meets with peers to share about teaching and students. | Shares responsibility for school teams and committees; contributes time and expertise to improve student achievement; collaborates with peers to plan units and share teaching ideas. | Leads teams and/or committees; frequently contributes valuable ideas and expertise and helps others to improve student achievement. |
| Professional Development and Growth 1/4 | Is not open to ideas for improving teaching and learning; irregular attendance or participation in District professional development activities. | Occasionally persuaded to try out new classroom practices; regular attendance with limited participation in District professional development activities. | Seeks out effective teaching ideas from peers, workshops and other sources, and implements well; active participant in building, district and other professional development. | Actively seeks new ideas and best practice with colleagues; shares and helps others to implement ideas from professional development. |

Carney-Nadeau School District
Teacher Performance Assessment Summary

For _____

Assessed by _____

Date _____

| Rubric | Weight | Scores |
|--|---------------|---------------|
| 1. Student Growth | 40 % | |
| 2. Instruction | 40 % | |
| 3. Classroom Management / Environment | 10 % | |
| 4. Professionalism | 10% | |
| Total | 100 % | |

Carney-Nadeau Public School School Calendar 2011-2012

| DATES | | | STUDENT | |
|-------------------|-------|--|------------|------------|
| TEACHER | | | | |
| Sept | 1 | Professional Development Day <i>no school</i> | 0 | 1 |
| | 2 | Professional Development Day <i>no school</i> | 0 | 1 |
| | 5 | Labor Day | 0 | 0 |
| | 6-9 | | 4 | 4 |
| | 12-16 | | 5 | 5 |
| | 19-23 | | 5 | 5 |
| | 26-30 | | 5 | 5 |
| Oct | 3-7 | | 5 | 5 |
| | 10-14 | | 5 | 5 |
| | 17-21 | | 5 | 5 |
| | 24-28 | | 5 | 5 |
| Oct/Nov | 31-4 | End of the first marking period | 5 (44) | 5 (46) |
| Nov | 7 | Parent/Teacher Conferences <i>Noon release</i> | 1 | 1 |
| | 8 | Professional Development Day <i>no school</i> | 0 | 1 |
| | 9-11 | | 3 | 3 |
| | 14 | | 1 | 1 |
| | 15-16 | Fall Break | 0 | 0 |
| | 17-18 | | 2 | 2 |
| | 21-22 | | 2 | 2 |
| | 23-25 | Thanksgiving Break | 0 | 0 |
| Nov/Dec | 28-2 | | 5 | 5 |
| Dec | 5-9 | | 5 | 5 |
| | 12-16 | | 5 | 5 |
| | 19-22 | | 4 | 4 |
| | 23 | | 0 | 0 |
| Dec/Jan | 26-2 | Christmas Vacation | 0 | 0 |
| Jan | 3-6 | | 4 | 4 |
| | 9-13 | | 5 | 5 |
| | 16-20 | End of 1st Semester <i>Noon Release</i> | 5 (42) | 5 (43) |
| Jan | 23-27 | | 5 | 5 |
| Jan/Feb | 30-3 | | 5 | 5 |
| Feb | 6-10 | | 5 | 5 |
| | 13-17 | | 5 | 5 |
| | 20-24 | | 5 | 5 |
| | 27 | Mid-Winter Break | 0 | 0 |
| | 28 | Professional Development Day | 0 | 1 |
| Feb/Mar | 29-2 | | 3 | 3 |
| Mar | 5-9 | | 5 | 5 |
| | 12-16 | | 5 | 5 |
| | 19-22 | | 4 | 4 |
| | 23 | Parent Teacher Conference <i>Noon Release</i> | 1 | 1 |
| | | End of 3rd Quarter | (43) | (44) |
| March | 26-30 | | 5 | 5 |
| April | 2-6 | Spring Break | 0 | 0 |
| | 9 | Spring Break | 0 | 0 |
| | 10-13 | | 4 | 4 |
| | 16-20 | | 5 | 5 |
| | 23-27 | | 5 | 5 |
| | 30-4 | | 5 | 5 |
| April/May | 7-11 | | 5 | 5 |
| May | 14-18 | | 5 | 5 |
| | 19 | Graduation Day <i>Saturday</i> | 0 | 0 |
| | 21-25 | | 5 | 5 |
| | 28 | Memorial Day <i>No school</i> | 0 | 0 |
| May/ | 29-31 | Last day of school May 31 <i>Noon release</i> | 3 | 3 |
| June | 1 | Professional Development Day <i>no school</i> | 0 (42) | 1 (43) |
| Total Days | | | 171 | 176 |

**Appendix III
Grievance Report Form**

Grievance # _____ School District _____
Distribution of Form

GRIEVANCE REPORT

- 1. Superintendent
- 2. Principal

3. Association

Submit to Principal in Duplicate

4. Teacher

Building

Name of Grievant

Assignment

Date Filed

STEP 1

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

1. Relief Sought _____

Signature

Date

B. Disposition by Principal _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature _____ Date _____

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature _____ Date _____

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature _____ Date _____

C. Position of Grievant and/or Association _____

Signature _____ Date _____

STEP IV

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

Signature of Arbitrator

Date of Decision

NOTE: All provision or Article _____ of the Agreement dated _____, 20____, WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

Appendix IV

SICK LEAVE BUY-BACK

The Board shall reimburse teachers who have accumulated sick leave beyond one hundred ten (110) days in the amount of \$25.00 per day for a maximum of 12 days.

They shall be compensated in June for the preceding year.

Sick leave may accumulate to 110 days, or buy-back to include any unused days beyond 100.

Appendix V

CARNEY-NADEAU EA Salary Schedule for 2009-10

\$500 Increase

| STEP | B.A. | B.A.+ | M.A. | M.A.+ |
|------|----------|----------|----------|----------|
| 0 | \$28,494 | \$29,427 | \$30,358 | \$31,291 |
| 1 | \$29,216 | \$30,148 | \$31,080 | \$32,013 |
| 2 | \$29,956 | \$30,889 | \$31,819 | \$32,754 |
| 3 | \$30,717 | \$31,649 | \$32,580 | \$33,514 |
| 4 | \$31,497 | \$32,428 | \$33,361 | \$34,292 |
| 5 | \$32,299 | \$33,232 | \$34,160 | \$35,094 |
| 6 | \$33,118 | \$34,051 | \$34,985 | \$35,914 |
| 7 | \$33,960 | \$34,894 | \$35,825 | \$36,757 |
| 8 | \$34,826 | \$35,762 | \$36,692 | \$37,622 |
| 9 | \$35,716 | \$36,646 | \$37,577 | \$38,512 |
| 10 | \$36,628 | \$37,559 | \$38,489 | \$39,423 |
| 11 | \$37,562 | \$38,491 | \$39,427 | \$40,357 |
| 12 | \$38,521 | \$39,453 | \$40,385 | \$41,320 |
| 13 | \$39,507 | \$40,439 | \$41,371 | \$42,304 |
| 14 | \$40,520 | \$41,449 | \$42,381 | \$43,313 |
| 15 | \$41,555 | \$42,489 | \$43,417 | \$44,349 |
| 16 | \$42,620 | \$43,549 | \$44,484 | \$45,416 |
| 17 | \$43,713 | \$44,628 | \$45,576 | \$46,507 |
| 18 | \$44,833 | \$45,764 | \$46,695 | \$47,630 |
| 19 | \$45,981 | \$46,916 | \$47,850 | \$48,780 |
| 20 | \$47,164 | \$48,095 | \$49,029 | \$49,959 |
| 21 | | \$48,803 | \$49,737 | |
| 22 | | \$49,512 | \$50,446 | |
| 23 | | \$50,220 | \$51,153 | |
| 24 | | \$50,929 | \$51,862 | |
| 25 | | \$51,638 | \$52,571 | |
| 26 | | \$52,346 | \$53,279 | |
| 27 | | \$53,055 | \$53,988 | |
| 28 | | \$53,763 | \$54,696 | |
| 29 | | \$54,471 | \$55,405 | |
| 30 | | \$55,180 | \$56,114 | |
| 31 | | \$55,888 | \$56,822 | |
| 32 | | \$56,597 | \$57,530 | |
| 33 | | \$57,305 | \$58,239 | |
| 34 | | \$58,014 | \$58,947 | |
| 35 | | \$58,724 | \$59,655 | |
| 36 | | \$59,431 | \$60,364 | |

| 2010-2011 | B.A. | B.A.+ | M.A. | M.A.+ |
|-----------|-----------|-----------|-----------|-----------|
| 0 | \$ 29,194 | \$ 30,127 | \$ 31,058 | \$ 31,991 |
| 1 | \$ 29,916 | \$ 30,848 | \$ 31,780 | \$ 32,713 |
| 2 | \$ 30,656 | \$ 31,589 | \$ 32,519 | \$ 33,454 |
| 3 | \$ 31,417 | \$ 32,349 | \$ 33,280 | \$ 34,214 |
| 4 | \$ 32,197 | \$ 33,128 | \$ 34,061 | \$ 34,992 |
| 5 | \$ 32,999 | \$ 33,932 | \$ 34,860 | \$ 35,794 |
| 6 | \$ 33,818 | \$ 34,751 | \$ 35,685 | \$ 36,614 |
| 7 | \$ 34,660 | \$ 35,594 | \$ 36,525 | \$ 37,457 |
| 8 | \$ 35,526 | \$ 36,462 | \$ 37,392 | \$ 38,322 |
| 9 | \$ 36,416 | \$ 37,346 | \$ 38,277 | \$ 39,212 |
| 10 | \$ 37,328 | \$ 38,259 | \$ 39,189 | \$ 40,123 |
| 11 | \$ 38,262 | \$ 39,191 | \$ 40,127 | \$ 41,057 |
| 12 | \$ 39,221 | \$ 40,153 | \$ 41,085 | \$ 42,020 |
| 13 | \$ 40,207 | \$ 41,139 | \$ 42,071 | \$ 43,004 |
| 14 | \$ 41,220 | \$ 42,149 | \$ 43,081 | \$ 44,013 |
| 15 | \$ 42,255 | \$ 43,189 | \$ 44,117 | \$ 45,049 |
| 16 | \$ 43,320 | \$ 44,249 | \$ 45,184 | \$ 46,116 |
| 17 | \$ 44,413 | \$ 45,328 | \$ 46,276 | \$ 47,207 |
| 18 | \$ 45,533 | \$ 46,464 | \$ 47,395 | \$ 48,330 |
| 19 | \$ 46,681 | \$ 47,616 | \$ 48,550 | \$ 49,480 |
| 20 | \$ 47,864 | \$ 48,795 | \$ 49,729 | \$ 50,659 |
| 21 | | \$ 49,503 | \$ 50,437 | |
| 22 | | \$ 50,212 | \$ 51,146 | |
| 23 | | \$ 50,920 | \$ 51,853 | |
| 24 | | \$ 51,629 | \$ 52,562 | |
| 25 | | \$ 52,338 | \$ 53,271 | |
| 26 | | \$ 53,046 | \$ 53,979 | |
| 27 | | \$ 53,755 | \$ 54,688 | |
| 28 | | \$ 54,463 | \$ 55,396 | |
| 29 | | \$ 55,171 | \$ 56,105 | |
| 30 | | \$ 55,880 | \$ 56,814 | |
| 31 | | \$ 56,588 | \$ 57,522 | |
| 32 | | \$ 57,297 | \$ 58,230 | |
| 33 | | \$ 58,005 | \$ 58,939 | |
| 34 | | \$ 58,714 | \$ 59,647 | |
| 35 | | \$ 59,424 | \$ 60,355 | |
| 36 | | \$ 60,131 | \$ 61,064 | |
| | | | | |

| 2011-2012 | B.A. | B.A.+ | M.A. | M.A.+ |
|-----------|-----------|-----------|-----------|-----------|
| 0 | \$ 29,632 | \$ 30,579 | \$ 31,524 | \$ 32,471 |
| 1 | \$ 30,365 | \$ 31,311 | \$ 32,257 | \$ 33,204 |
| 2 | \$ 31,116 | \$ 32,063 | \$ 33,007 | \$ 33,956 |
| 3 | \$ 31,888 | \$ 32,834 | \$ 33,779 | \$ 34,727 |
| 4 | \$ 32,680 | \$ 33,625 | \$ 34,572 | \$ 35,517 |
| 5 | \$ 33,494 | \$ 34,441 | \$ 35,383 | \$ 36,331 |
| 6 | \$ 34,325 | \$ 35,272 | \$ 36,220 | \$ 37,163 |
| 7 | \$ 35,180 | \$ 36,128 | \$ 37,073 | \$ 38,019 |
| 8 | \$ 36,059 | \$ 37,009 | \$ 37,953 | \$ 38,897 |
| 9 | \$ 36,962 | \$ 37,906 | \$ 38,851 | \$ 39,800 |
| 10 | \$ 37,888 | \$ 38,833 | \$ 39,777 | \$ 40,725 |
| 11 | \$ 38,836 | \$ 39,779 | \$ 40,729 | \$ 41,673 |
| 12 | \$ 39,809 | \$ 40,755 | \$ 41,701 | \$ 42,650 |
| 13 | \$ 40,810 | \$ 41,756 | \$ 42,702 | \$ 43,649 |
| 14 | \$ 41,838 | \$ 42,781 | \$ 43,727 | \$ 44,673 |
| 15 | \$ 42,889 | \$ 43,837 | \$ 44,779 | \$ 45,725 |
| 16 | \$ 43,970 | \$ 44,913 | \$ 45,862 | \$ 46,808 |
| 17 | \$ 45,079 | \$ 46,008 | \$ 46,970 | \$ 47,915 |
| 18 | \$ 46,216 | \$ 47,161 | \$ 48,106 | \$ 49,055 |
| 19 | \$ 47,381 | \$ 48,330 | \$ 49,278 | \$ 50,222 |
| 20 | \$ 48,582 | \$ 49,527 | \$ 50,475 | \$ 51,419 |
| 21 | | \$ 50,246 | \$ 51,194 | |
| 22 | | \$ 50,965 | \$ 51,913 | |
| 23 | | \$ 51,684 | \$ 52,631 | |
| 24 | | \$ 52,403 | \$ 53,350 | |
| 25 | | \$ 53,123 | \$ 54,070 | |
| 26 | | \$ 53,842 | \$ 54,789 | |
| 27 | | \$ 54,561 | \$ 55,508 | |
| 28 | | \$ 55,280 | \$ 56,227 | |
| 29 | | \$ 55,999 | \$ 56,947 | |
| 30 | | \$ 56,718 | \$ 57,666 | |
| 31 | | \$ 57,437 | \$ 58,385 | |
| 32 | | \$ 58,156 | \$ 59,103 | |
| 33 | | \$ 58,875 | \$ 59,823 | |
| 34 | | \$ 59,595 | \$ 60,542 | |
| 35 | | \$ 60,315 | \$ 61,260 | |
| 36 | | \$ 61,033 | \$ 61,980 | |

SCHEDULE B 2011-12

| SCHEDULE "B" SALARIES, 2011-12 | | | | | | | | | | | | | |
|--------------------------------|--------------|------------|-----------|-----------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--|
| | SALARY | 1.00% | 1.50% | 2.00% | 3.00% | 4.00% | 5.00% | 6.00% | 7.00% | 8.00% | 9.00% | 12.00% | CONF. BB |
| 0 | \$ 29,194.00 | 910.50 X 2 | \$ 437.91 | \$ 583.88 | \$ 875.82 | \$ 1,167.76 | \$ 1,459.70 | \$ 1,751.64 | \$ 2,043.58 | \$ 2,335.52 | \$ 2,627.46 | \$ 3,503.28 | |
| 1 | \$ 29,916.00 | \$ 299.16 | \$ 448.74 | \$ 598.32 | \$ 897.48 | \$ 1,196.64 | \$ 1,495.80 | \$ 1,794.96 | \$ 2,094.12 | \$ 2,393.28 | \$ 2,692.44 | \$ 3,589.92 | ADD \$150 TO SALARY FOR BOYS & GIRLS VARSITY BASKET- BALL COACHES |
| 2 | \$ 30,656.00 | \$ 306.56 | \$ 459.84 | \$ 613.12 | \$ 919.68 | \$ 1,226.24 | \$ 1,532.80 | \$ 1,839.36 | \$ 2,145.92 | \$ 2,452.48 | \$ 2,759.04 | \$ 3,678.72 | |
| 3 | \$ 31,417.00 | \$ 314.17 | \$ 471.26 | \$ 628.34 | \$ 942.51 | \$ 1,256.68 | \$ 1,570.85 | \$ 1,885.02 | \$ 2,199.19 | \$ 2,513.36 | \$ 2,827.53 | \$ 3,770.04 | |
| 4 | \$ 32,197.00 | \$ 321.97 | \$ 482.96 | \$ 643.94 | \$ 965.91 | \$ 1,287.88 | \$ 1,609.85 | \$ 1,931.82 | \$ 2,253.79 | \$ 2,575.76 | \$ 2,897.73 | \$ 3,863.64 | |
| 5 | \$ 32,999.00 | \$ 329.99 | \$ 494.99 | \$ 659.98 | \$ 989.97 | \$ 1,319.96 | \$ 1,649.95 | \$ 1,979.94 | \$ 2,309.93 | \$ 2,639.92 | \$ 2,969.91 | \$ 3,959.88 | |
| 6 | \$ 33,818.00 | \$ 338.18 | \$ 507.27 | \$ 676.36 | \$ 1,014.54 | \$ 1,352.72 | \$ 1,690.90 | \$ 2,029.08 | \$ 2,367.26 | \$ 2,705.44 | \$ 3,043.62 | \$ 4,058.16 | |
| 7 | \$ 34,660.00 | \$ 346.60 | \$ 519.90 | \$ 693.20 | \$ 1,039.80 | \$ 1,386.40 | \$ 1,733.00 | \$ 2,079.60 | \$ 2,426.20 | \$ 2,772.80 | \$ 3,119.40 | \$ 4,159.20 | |
| 8 | \$ 35,526.00 | \$ 355.26 | \$ 532.89 | \$ 710.52 | \$ 1,065.78 | \$ 1,421.04 | \$ 1,776.30 | \$ 2,131.56 | \$ 2,486.82 | \$ 2,842.08 | \$ 3,197.34 | \$ 4,263.12 | |
| 9 | \$ 36,416.00 | \$ 364.16 | \$ 546.24 | \$ 728.32 | \$ 1,092.48 | \$ 1,456.64 | \$ 1,820.80 | \$ 2,184.96 | \$ 2,549.12 | \$ 2,913.28 | \$ 3,277.44 | \$ 4,369.92 | |

Appendix VI

SCHEDULE B

| SPORT OR ACTIVITY | (%) | | | |
|----------------------------------|------------|--|---|--|
| ATHLETICS: SITE MGR | \$40/event | | | |
| ATHLETICS: TICKET SELLER | \$18/event | | | |
| ATHLETICS: TIMER/SCORER | \$20/event | | | |
| ATHLETICS: TRACK WORKERS | \$20/event | | | |
| BAND | 5 | | | |
| BASKETBALL: J.V. GIRLS | 9 | | | |
| BASKETBALL: 5th/6th BOYS | 2 | | | |
| BASKETBALL: 5th/6th GIRLS | 2 | | | |
| BASKETBALL: J.H. BOYS | 5 | | | |
| BASKETBALL: J.H. BOYS | 5 | | | |
| BASKETBALL: J.H. GIRLS | 5 | | | |
| BASKETBALL: J.V. BOYS | 9 | | | |
| BASKETBALL: VARSITY BOYS | 12 | | plus\$150 if team goes to conference | |
| BASKETBALL: VARSITY GIRLS | 12 | | plus\$150 if team goes to conference | |
| C CLUB | 2 | | | |
| CHAPERONES | \$20/event | | | |
| CHEER | 3 | | | |
| CHRISTMAS PLAY | \$55/event | | | |
| COMMITTEE: SCHOOL IMPROVEMENT | \$200/year | | | |
| COMMITTEE: TECHNOLOGY | \$100/year | | | |
| CROSS COUNTRY | 7 | | | |
| DRAMA | 2 | | | |
| GOLF | 4 | | | |
| HI-Q | 2 | | | |
| NHS | 2 | | | |
| P.A.C.K. | 2 | | | |
| QUIZ BOWL | 1.5 | | | |
| QUIZ BOWL: J.H. | 1 | | | |
| S.A.D.D. | 2 | | | |
| STUDENT COUNCIL | 2 | | | |

| | |
|-------------------------------------|----------|
| TRACK: J.H. BOYS & GIRLS | 2 |
| TRACK: VARSITY BOYS | 7 |
| TRACK: VARSITY GIRLS | 7 |
| VOLLEYBALL: J.V. | 4 |
| VOLLEYBALL: VARSITY | 9 |
| YEARBOOK | 3 |

Activities listed on Schedule B shall not be conducted during a teacher's regular class period without prior approval of the Administration.

These percentages are based on the B.S. column of salary schedule for a maximum of ten steps by years of experience per activity.

Appendix VII
FRINGE BENEFITS

1. The Board will maintain all of the following fringe benefits for the new agreement without cost to the employee;

For the 2010-11 school year the Board will pay up to 7% of an increase in premium costs for MESSA CHOICES II.

For the 2011-12 school year the Board will pay up to 7% of an increase in premium costs for MESSA CHOICES II.

Once this contract has expired in 2012, the Board will continue to pay up to 7% of an increase in premium cost while bargaining with future contracts.

All employees shall select one of the MESSA PAK Plans provided for below:

Plan A (for employees needing health insurance)

| | |
|-----------------|------------------------------------|
| Health | MESSA CHOICES II - \$10/20 Rx Card |
| Negotiated Life | \$10,000 AD&D |
| Vision | VSP 3+ |
| Delta Dental | 80/80/80 \$1,500 |

Plan B (for employees not needing health insurance)

| | |
|-----------------|------------------|
| Delta Dental | 80/80/80 \$1,500 |
| Vision | VSP 3+ |
| Negotiated Life | \$20,000 AD&D |

\$200 per month for annuities and options.

The Board will maintain insurance coverage for teachers using their private auto for official school business, and mileage shall be compensated at the rate of 30 cents per mile.

2. The Board will make employee retirement payments in amounts as required by the State Office of Retirement (ORS).

Appendix VIII

1. **Teacher Tuition Payment** – The Board will compensate fifty percent of the tuition cost for additional college courses. In order to be compensated a teacher must have a permanent or continuing certificate and the approval of the administration. Payment will be made upon proof of credit or credits received.
2. **Retirement** – Upon retirement said teacher is to be paid \$40 for all unused sick leave days. This provision is contingent on proper application and verification by the Office of Retirement Services. Accumulated sick leave payments will be made according to the requirements of the mutually agreed upon Special Pay Plan and over the same payment schedule selected in the Retirement Incentive Plan.

Appendix XIX
Early Retirement Incentive Plan

- A. Full-time teachers must meet requirements for retirement as established by the Michigan Public School Retirement System.

- B. Persons retiring due to medical disability qualifying them for retirement benefits from the Social Security Administration, the State Retirement Board, or any insurance company are not eligible for benefits under this plan.

- C. Notice shall be given by March 1 of the year of retirement.

- D. A bargaining unit member who has acquired a minimum of ten (10) years of service in the Carney-Nadeau Area Schools may, at his/her option, take early retirement. Bargaining unit members electing to retire in accordance with this article must retire during one of the first three (3) years in which they become eligible to retire through the Michigan Public School Employees Retirement System's Basic or MIP program. It shall be the bargaining unit member's responsibility to accurately notify the Board of his/her eligibility to retire. Qualifying individuals who do not opt for this incentive shall forfeit the right to early retirement under this article. Service credit purchased by the teacher shall not be used to determine eligibility but may be used at the teacher's option to retire at an earlier date. All teachers must provide the Superintendent with copies of documentations from ORS with the number of years and qualifications for retirement eligibility before any retirement incentive payments are made.

The retirement incentive payment shall be made in the following manner:

- Year 28 - 45% of final salary
- Year 29 - 40% of final salary
- Year 30 – 35% of final salary
- ~~Year 31 — 35% of final salary~~
- ~~Year 32 — 35% of final salary~~

The following three people will be grandfathered in for years 31 and 32: Elaine Anderson, Paul Polfus, and Alice Safford.

Payments shall be made over a three (3) year period;

Year 1 – $\frac{1}{2}$ of the total

Year 2 – $\frac{1}{4}$ of total

Year 3 – $\frac{1}{4}$ of total

Retirement Incentive Plan payments will be made according to the requirements of the mutually agreed upon Special Pay Plan. One payment per year will be made no later than July 31 in the year of the member's retirement and will be subject to the limitations of the plan.

- E. In the event of death of a bargaining unit member between the date of retirement and the first pay period in January, all sums due in accordance with section D above shall be paid to the bargaining units member's designated beneficiary.
- F. Individual agreements related to the teacher's retirement date may be mutually arranged between the teacher and the Board.
- G. A bargaining unit member who has been terminated for cause or who does not possess a valid teaching certificate, shall not be eligible for the incentive as provided for above.

Public School Academies

- A. The District will provide notice to the Association of any formal inquiry regarding public school academy application made to the District, or an application to an ISD, Community College, or public University of which it has knowledge.
- B. The District agrees to furnish the Association with a copy of any application seeking authorization of a public school academy and all required information concerning the application to authorize a public school academy.

Interactive Television System

- A. Participation or lack of participation by teachers in any interactive television system shall not be mandatory, nor be used for teacher evaluation purposes.
- B. Before any interactive television system is utilized by the District, the parties will meet and negotiate over the plan either on an area-wide basis or on an individual basis.

Mentor Teachers

- A. A mentor teacher shall be defined as a master teacher as identified in section 1526 of the School Code and shall perform the duties of a master teacher as specified in the code.
- B. Each teacher in his/her first three (3) years in the classroom shall be assigned a mentor teacher by the Administration. The mentor teacher shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.

- C. A mentor teacher shall be assigned in accordance with the following:
1. Participation of bargaining unit member as a mentor teacher shall be voluntary and without compensation. Every effort will be made to match the teacher with a mentor teacher who works in the same building.
 2. Teachers may be assigned to one (1) or more mentor teachers. Where possible, at least one (1) shall be a member of the bargaining unit.
- D. The purpose of the mentor/teacher match is to acclimate the teacher and to provide necessary assistance toward the end of quality instruction. The Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in any evaluation.

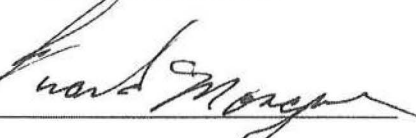
DURATION OF AGREEMENT

This agreement shall be **effective as of September 1, 2010** and shall continue in effect **until June 30th, 2012**. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

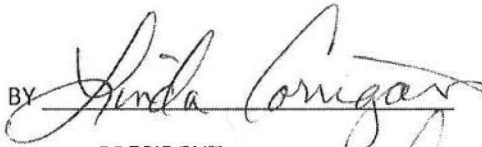
CARNEY-NADEAU EDUCATION
ASSOCIATION/UPPER PENINSULA
EDUCATION ASSOCIATION/
MICHIGAN EDUCATION ASSOCIATION

BY 
CNEA

BY 
UPEA CHAIRPERSON

BY 
MEA REPRESENTATIVE

CARNEY-NADEAU BOARD
OF EDUCATION

BY 
PRESIDENT

BY 
SECRETARY

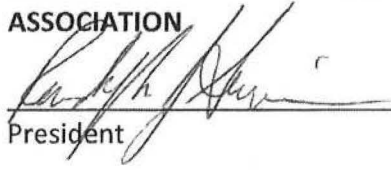
BY 
TREASURER

SIGNATURES DATED: DECEMBER 13, 2010

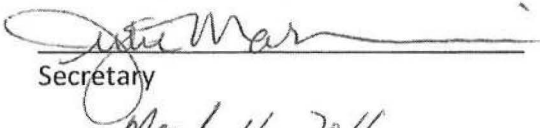
This **LETTER OF UNDERSTANDING** is written between the **CARNEY-NADEAU BOARD OF EDUCATION** and the **CARNEY-NADEAU EDUCATION ASSOCIATION**. The purpose of this letter is to clarify the terms and conditions for the expansion of Appendix VIII, Para 1: "Teacher Tuition Payment" to teachers currently holding Professional Certification. Teachers with Professional Certification will be reimbursed fifty percent (50%) of tuition for classes taken under the following terms and conditions:

- A. Prior approval from the Administration.
- B. Reimbursement is capped at fifty percent (50%) of the current graduate credit course tuition at Michigan Tech University, or fifty percent (50%) of actual cost, whichever is less.
- C. Credit reimbursement is capped at fifty percent (50%) for six (6) college credits in a five-year period. Reimbursement for additional course credit may be given at the Administration's discretion on a case-by-case basis.
- D. If a non-tenured Teacher, or a Tenured Teacher who has been an employee of CNPS for less than two years, voluntarily leaves the District within two years of using the benefits of this provision, they must reimburse the District for any tuition costs the District may have incurred under this provision.

CARNEY-NADEAU EDUCATION ASSOCIATION



President

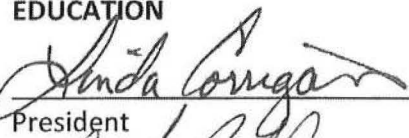


Secretary

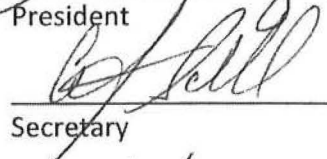


Date

CARNEY-NADEAU BOARD OF EDUCATION



President



Secretary



Date