

MASTER AGREEMENT

BETWEEN

**THE CARNEY-NADEAU EDUCATION
ASSOCIATION**

**THE UPPER PENINSULA EDUCATION
ASSOCIATION**

MICHIGAN EDUCATION ASSOCIATION

AND

**THE SCHOOL DISTRICT OF
CARNEY-NADEAU**

July 1, 2012-August 31, 2013

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

TABLE OF CONTENTS

Article 1, Recognition.....	3
Article 2, Association and Teacher Rights.....	4
Article 3, Board of Education Rights.....	6
Article 4, Professional Dues or Fees and Payroll Deductions.....	7
Article 5, Teaching Hours and Class Load.....	8
Article 6, Teaching Conditions.....	10
Article 7, Professional Qualifications and Assignments.....	11
Article 8, Vacancies, Promotions, and Transfers.....	11
Article 9, Illness or Disability.....	13
Article 10, Professional, Personal and Association Leave.....	15
Article 11, Unpaid Leaves of Absence.....	17
Article 12, Academic and Professional Responsibility.....	18
Article 13, Teacher Records.....	19
Article 14, Professional Behavior.....	20
Article 15, Continuity of Operations.....	21
Article 16, School Calendar.....	22
Article 17, Professional Grievance Procedure.....	23
Article 18, Seniority.....	26
Article 19, Miscellaneous.....	26
Article 20, Student Discipline.....	27
Article 21, Alcoholism and Drug Abuse.....	28
Article 22, Disease.....	29
Article 23, School Improvement Plan.....	29
Article 24, Least Restrictive Environment.....	29
Article 25, Emergency Manager Appointment.....	30
Appendix I, School Calendar.....	31
Appendix II, Grievance Report Form.....	32
Appendix III, Salary Schedule.....	35
Appendix IV, Schedule B of Salary Schedule.....	36
Appendix V, Fringe Benefits.....	37
Appendix VI, Teacher Tuition Payment, Retirement.....	40
Appendix VII, Early Retirement Incentive Plan.....	41
Appendix VIII Public School Academies, Mentor Teachers	43
Duration of Agreement.....	45

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 July, 2012 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.

- 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 (30) 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. 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.

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

H. 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 an aide in the elementary school for the following duties: The aide is to handle patrol duties before and after school and during lunch periods, working the point of sale for milk and lunch and to work with a teacher in handling patrol duties during afternoon recess.
- 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.

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. 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.
- C. 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. Any new positions shall be posted with accompanying job descriptions.
 - 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.

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 three (3) 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 three (3) 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. 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.
- 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 may be credited with three (3) days each to be used for the teacher's professional development if funds 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 to support the goals and objectives of the School Improvement Plan 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, intermediate school districts and other educational groups/organizations. The teacher must 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 including the cost of associate benefits.
- C. At the beginning of every school year each teacher shall be credited with two (2) 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 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 sixty (60) calendar days or for the balance of the semester only, whichever is longer 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 may be granted by the Board for one additional semester if requested by the teacher. The teacher shall pay the full cost of the health and other insurance benefits prorated on a daily basis from the beginning of the childcare leave until the end of the childcare leave.

- C. 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) semester or 90 school days, whichever is greater. Thereafter, the leave will be given solely at the discretion of the Board of Education.
- D. 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, written educational values to the District which support the School Improvement Plan. 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 or 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 Records

- A. 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.

- B. 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. 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.

- C. 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. The employee being disciplined must provide a representative of the Association within 24 hours of being notified that he is to be disciplined or reprimanded

- D. 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

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 Michigan Department of Education, Michigan Professional Educator's Code of Ethics 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 the Michigan Department of Education, Michigan Professional Educator's Code of Ethics .

- 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.

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.

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.

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 of the school calendar are negotiable (except the starting date, Holiday Break and Spring Break as determined by state law). This includes but is 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 I. If additional instructional days or hours are necessary to meet Michigan annual hour requirements or day requirements such days or hours shall be added. 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. This day shall be in addition to the required days of professional development.

- 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.

1. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement.
2. The arbitrator shall have no power or authority to review or rule on any matter which is a prohibited subject of bargaining, e.g. under MCL 423.215
3. 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

Seniority

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

ARTICLE 19

Miscellaneous

- A. 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.
- B. This Agreement shall be printed and distributed at Board expense within 15 days of ratification by both parties provided a signed final document has been provided to the Administration.
- C. **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. 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 IEP C 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.

Article 25

Emergency Manager Appointment

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act, 2011 PA 4 may reject, modify, or terminate the collective bargaining agreement as provided by the Local Government and School District Fiscal Accountability Act. The provisions of and inclusion of the language in this Article 25 are mandate by MCL 423. 215(7).

Appendix 1
Carney-Nadeau Public School
School Calendar 2012-2013

DATES			STUDENT ATTENDANCE	TEACHER ATTENDANCE
August	29	Professional Development Day <i>no school</i>	0	1
August	30	Professional Development Day <i>no school</i>	0	1
Sept	3	Labor Day	0	0
	4-7		4	4
	10-14		5	5
	17-21		5	5
	24-28		5	5
Oct	1-5		5	5
	8-12		5	5
	15-19		5	5
	22-26		5	5
Oct/Nov	29-2	End of the first marking period	5 (44)	5 (46)
Nov	5-7		3	3
Nov	8	Parent/Teacher Conferences <i>Noon release</i>	1	1
	9	Professional Development Day <i>no school</i>	0	1
	12-14		3	3
	15-16	Fall Break	0	0
	19-20		2	2
	21-23	Thanksgiving Break	0	0
Nov	26-30		5	5
Dec	3-7		5	5
	10-14		5	5
Dec	17-21		5	5
	24-2	Christmas Vacation	0	0
Jan	3-4		2	2
	7-11		5	5
Jan	14-18	End of 1st Semester <i>Noon Release</i>	5 (41)	5 (42)
	21-25		5	5
Jan/Feb	28-1		5	5
Feb	4-8		5	5
	11-15		5	5
Feb	18-22		5	5
	25	Mid- Winter Break	0	0
	26	Professional Development Day <i>no school</i>	0	1
Feb/March	27-1		3	3
	4-8		5	5
	11-15		5	5
	18-22	End of 3rd Quarter	5 (43)	5 (44)
March	25-27		3	3
	28	Parent/Teacher Conferences <i>Noon release</i>	1	1
	29-31	Easter Break	0	0
Apr	1-5	Spring Break	0	0
	8-12		5	5
	15-19		5	5
	22-26		5	5
Apr/May	29-3		5	5
May	6-10		5	5
	13-17		5	5
	18	Graduation Day <i>Saturday</i>	0	0
	20-24		5	5
	27	No School <i>Memorial Day</i>	0	0
	28-31	Last Day of School May 31 <i>Noon Release</i>	4	4
June	3	Professional Development Day <i>No School</i>	0 (43)	1 (44)
Total Days			(171)	(176)

Appendix II
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 III

Carney-Nadeau Salary Schedule for 2012-2013

(During the 2012-13 school year, teaching staff will receive a prorated salary step beginning January 21, 2013)

STEP	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	\$33,077	\$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	\$41,763
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	\$45,682	\$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		\$57,347	\$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	

**Appendix IV
SCHEDULE B**

Athletics: Site Manager	\$40/event
Athletics: Ticket Seller	\$18/event
Athletics: Timer or Scorer	\$20/event
Athletics: Track Workers	\$20/event
Band	5%
Basketball: 5 th /6 th Boys	2%
Basketball: 5 th /6 th Girls	2%
Basketball: J.H. Boys	5%
Basketball: J.H. Girls	5%
Basketball: J.V. Boys	9%
Basketball: J.V. Girls	9%
Basketball: Varsity Boys	12% + \$150 conference
Basketball: Varsity Girls	12% + \$150 conference
"C" Club	2%
Chaperones	\$20/event
Cheer	3%
Christmas Play	\$55/event
Committee: School Improvement	\$200/year
Committee: Technology	\$200/year
Cross Country	7%
Drama Club	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 and 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 V
Fringe Benefits

- A. The Board will pay the premiums for a Teacher's medical health coverage limited to the maximum state capped amount allowed by law. The District will pay 98% of the premium cost for dental, vision life and AD&D coverage.

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

1. Plan A (for employees needing health insurance)

Health: MESSA CHOICES
In-network Deductible: \$500 Single/1,000 Family
In-Network Copay: OV \$20/UC \$25/ER \$50
Out-of-Network Deductible: \$1000 Single/ \$2000 Family
Out-of-Network Coins: 20% Of approved amount after deductible
Out-of-Network OOP Cap: \$2000 Single/\$4000 family
Prescription Coverage: MESSA Saver RX
Excludes Voluntary Abortion
Basic Term Life w/Medical: \$5,000

Negotiated Life: \$10,000 w/AD&D
Vision: VSP 3+
Delta Dental: 80/80/80/80
Annual Max Class I, II, III: \$1000
Lifetime Max Class IV: \$1,500
X-Rays paid under: Class II
Adult Orthodontics: No
Sealants: No
Cleanings: 2 per year

2. Plan B (for employees not needing health insurance)

Delta Dental: 80/80/80/80
Annual Max Class I, II, III: \$1000
Lifetime Max Class IV: \$1,500
X-Rays paid under: Class II
Adult Orthodontics: No
Sealants: No
Cleanings: 2 per year

Vision: VSP 3+
Negotiated Life: \$20,000 w/AD&D
\$200 per month for annuities and options.

B. Board-paid insurance coverage shall cease for any employee who resigns, retires, dies, is laid off or is discharged under the following conditions:

1. The Board shall pay the Board's obligated cost of health insurance benefits through July for any Teacher who resigns (other than a Teacher who retires) in July or August of any year. If the resigning employee chooses to continue his/her health insurance benefit after July 31st, or if the employee resigns in August, it will be the resigning employee's responsibility to reimburse the District for the cost of the August insurance premium paid on his/her behalf. This reimbursement will be completed within two months after the resignation, with the resigning employee and the District agreeing on a mutually acceptable payment plan.
2. Any Teacher who retires shall cease to receive Board paid insurance benefits effective with the first date of eligibility for any retirement benefits.
3. Any Teacher who dies while receiving Board paid insurance benefits shall have those benefits continued for those listed on his/her current insurance application until the last day of the month after the month in which the deceased Teacher died.
4. Any teacher who is laid off shall cease receiving health insurance benefits on the last day of the month following the month in which the employee is laid off.
5. Mileage shall be compensated at the rate of 40 cents per mile for the use of an employee's vehicle for school business when preapproved in writing by administration.

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

Appendix VI

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. **Teacher Tuition Payments to teachers currently holding Professional Certification:** Teachers with Professional Certification will be reimbursed fifty (50) percent of tuition for classes taken under the following terms and conditions:
 - A. Prior approval from the Administration.
 - B. Reimbursement is capped at fifty (50) percent of the current graduate credit course tuition (as of March 21, 2011) at Michigan Tech University, or fifty (50) percent of actual cost, whichever is less.
 - C. Credit reimbursement is capped at fifty (50) percent for six (6) college credits in a five (5) 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 Carney-Nadeau Public Schools for less than two (2) 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.

3. **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 VII
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

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.

Appendix VIII
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.

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.

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2012 and shall continue in effect until the 31st day of August 2013. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

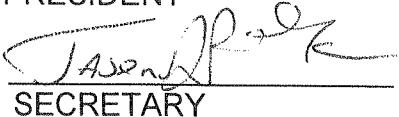
CARNEY-NADEAU EDUCATION
ASSOCIATION/UPPER PENINSULA
EDUCATION ASSOCIATION/
MICHIGAN EDUCATION ASSOCIATION

CARNEY-NADEAU
BOARD OF EDUCATION

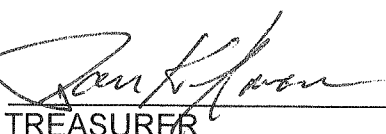
BY 
CNEA

BY 
PRESIDENT

BY 
UPEA CHAIRPERSON

BY 
SECRETARY

BY 
MEA REPRESENTATIVE

BY 
TREASURER

SIGNATURES DATED: