

MASTER AGREEMENT

BETWEEN

THE CARNEY-NADEAU EDUCATION ASSOCIATION

MICHIGAN EDUCATION ASSOCIATION

AND

THE SCHOOL DISTRICT OF CARNEY-NADEAU

September 1, 2018 – August 31, 2020

CARNEY-NADEAU PUBLIC SCHOOL
Carney, Michigan 49812

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

This Agreement entered into this 1st day of September, 2018 by and between the School District of Carney-Nadeau, Michigan hereinafter called the "Board" and the Carney Nadeau 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 or 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 female teachers shall include male teachers.

- B. The Board agrees not to negotiate with any teachers' organization or individual teachers other than the Association for the duration of this Agreement. See Article 6, Section D

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. 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 her membership or non-membership in the Association, her participation in any activities of the Association or collective professional negotiations with the Board, or her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment or non-participation.

- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights she 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 available public 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. The Association shall reimburse the district the costs of copying and completing such information consistent with the Freedom of Information Act.
- 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.
- G. In order to comply with Section 164h(1)(d) of PA 108 of 2017, the Board shall adopt policies to comply with this provision and communicate the details of those policies no later than October 1 of each year. Such policy shall not, in any way, alter the provisions contained in this Collective Bargaining Agreement.

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.

C. Article 3 shall not deprive the Association of any rights afforded to it under Act 379 of the Public Acts of 1965.

ARTICLE 4

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 middle and high schools will be thirty (30) teaching periods and five (5) unassigned preparation periods. Without her 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.
- C. The normal teaching load in the elementary school shall not exceed 30 hours of pupil contact per week. Elementary teachers will be provided a thirty (30) minute afternoon relief period each school day. In addition, elementary teachers shall have a minimum of 100 minutes per week of planning time during which their classes are receiving instruction from various teaching specialists. Therefore, the elementary teachers shall have a minimum of 250 total minutes of preparation time each week.
- D. All teachers shall be entitled to a duty free lunch period of no less than thirty-five (35) minutes.
- E. Teachers of music, art, and 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 twelve (\$12) dollars per hour or shall be allowed to bank the hours to a maximum of 21 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 twelve (\$12) dollars per hour.

- H. Independent Study: It is understood by both parties that independent study is a voluntary class for which a teacher will be paid a flat fee of \$400 per student, per semester.
- I. If a teacher is asked to forgo their unassigned planning time to supervise or teach an additional course for the school year, she will be compensated 1/7 of her current salary.

ARTICLE 5

Teaching Conditions

- A. To relieve teachers of cafeteria and playground duty, the Board agrees to employ 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 recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the school reasonably equipped and maintained. Teachers of elementary students shall be allotted \$200 for supplies each school year. Teachers of middle and high school students shall be allotted \$100 for supplies each school year. Special education teachers will be allotted the same amount for supplies as teachers of the same grade level. Middle and high school science teachers and specials teachers will be allotted an additional budget of \$200 due to the costly nature of their supplies.
- 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.
- 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 6

Professional Qualifications, Compensation, and Assignments

- A. The basic salaries of teachers covered by this Agreement are set forth in the Carney-Nadeau Salary Schedule 2018-2020, (Appendix III), which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement and until a new Agreement has been reached.
- B. The Board will compensate fifty (50) percent of the tuition cost for additional college courses. In order to be compensated, a teacher must have a permanent or continuing teaching certificate and the approval of the administration. Payment will be made upon proof of credit or credits received.
- C. All newly hired teachers will start at Step Zero (0) on the Salary Schedule. After completing one (1) year of regular full time employment, the teacher will be awarded up to a total of five (5) years credit on the Salary Schedule for prior teaching and/or military experience. The years will be granted upon receiving an annual rating of "Effective" or higher. The year a teacher is awarded service credit, she will not receive an additional step when the Master Agreement is finalized. An exception to this hiring policy may be made if there is a shortage in a particular field and only with the full consent of the Association. Any exceptions must be recorded in writing and approved by a majority vote of association members.
- D. Each teacher in his/her first three (3) years in the classroom shall be assigned a mentor teacher by the Administration. 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. 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.
- E. 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.

3. 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.

F. Retirement Incentive –

Teachers with at least fifteen (15) years invested in the Carney-Nadeau Public School system that are eligible to retire under the provisions of the School Retirement System (ORS) will be offered a retirement incentive. An employee who wishes to take advantage of the incentive shall provide to the ORS her application to retire by April 15th of said year. Any teacher planning to retire during midyear must give notification in the manner as stated above ninety (90) days in advance.

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

- **First Year of Full Retirement Eligibility –** The Incentive will offer 45% of the Employee's wages to be paid in an annuity or three equal, annual cash payments-the first of which shall occur on the first day of retirement-within a period of three years.
- **Second Year of Full Retirement Eligibility –** The Incentive will offer 20% of the Employee's wages to be paid in an annuity or three equal, annual cash payments-the first of which shall occur on the first day of retirement-within a period of three years.

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.

ARTICLE 7

Illness or Disability

- A. At the beginning of each school year each teacher shall be credited with twelve (12) days of medical leave, the unused portion of which shall accumulate from year to year to one-hundred ten (110) days (See Article 8, Section E). The leave days may be taken by a teacher for the following reasons and subject to the following conditions:
 1. **Personal 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.

3. 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 whom the teacher is legally responsible for their care. Such time utilized will not be deducted from medical leave. Five additional days will be granted without loss of pay or deduction from medical leave for death of spouse or child if needed.
 4. 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.
 5. Illness in the Immediate Family: Medical leave can be used for immediate family as identified in #2 above. Teachers have the option of electing to use up to twelve unpaid work weeks of medical leave in accordance with the Family Medical Leave Act (1993). See Article 10, Sections C and D.
- B. The days for funerals as defined in the contract shall not be deducted from medical leave unless it extends over days allowed in contract.
 - C. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total medical leave credit.
 - D. The Board shall pay the teacher the difference between her salary and benefits received under the Michigan Worker's Compensation Act for absences as a result of an illness or injury incurred in the course of the teacher's employment.
 - E. The Board reserves the right to grant additional medical leave in extenuating circumstances.
 - F. In extenuating circumstances, employees may donate medical leave days to a fellow employee who has exhausted all of their medical leave.
 - G. The Board shall reimburse teachers who have accumulated medical leave beyond one hundred ten (110) days in the amount of \$27.50 per day for a maximum of 12 days. They shall be compensated in June for the preceding year. Medical leave may accumulate to 110 days or buy-back to include any unused days beyond 100.
 - H. Upon retirement, the teacher is to be paid \$40 for each unused medical leave days. This provision is contingent on proper application and verification by the Office of Retirement Services. Accumulated medical 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.

ARTICLE 8

Professional, Association, and Personal Leave

- A. At the beginning of every school year, each teacher shall be credited with three (3) days 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 and emailed to the teachers.

- B. 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 her 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 her attendance at such visitation, conference, workshop, or seminar.

- C. 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 employee's retirement benefits.

- D. 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 sixty (60) dollars for each unused personal business day at the end of each school year. The teacher has the option of carrying personal leave over to next school year, but is limited to five (5) days at any given time.

- E. In the event that a teacher is called for jury duty, the teacher shall be paid her salary and benefits. However, the teacher is to pay the school the equivalent of the compensation for jury duty less mileage. If the teacher is released early from her civic duty, the teacher shall contact the Superintendent whether to return to work.

ARTICLE 9

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 she would have been had she taught in the district during such period.

- B. A leave of absence not to exceed six (6) 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 she would have been had she taught in the system during such period.

- C. In regards to family medical leave for the birth or adoption of a child: Upon request, any teacher shall be granted a paid leave of absence deducted from her medical and personal leave, if she elects to use it all, for maternity leave. The leave shall be for the balance of the semester that the birth takes place and one additional semester if requested by the teacher.

- D. 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. In other cases regarding medical leave, a teacher shall be granted a paid leave of absence deducted from her personal and/or medical leave until they are exhausted, if she elects to use it all. Additionally, in accordance with the Family Medical Leave Act (1993) (FMLA), a teacher can take up to twelve workweeks of unpaid leave for the following circumstances:
 - 1. Childbirth and to care for and bond with the newborn within one year of the child's birth.
 - 2. Adoption or foster care placement of a child and to care for and bond with the child within one year of placement.
 - 3. To care for the teacher's spouse, son, daughter, or parent who has a serious health condition.
 - 4. The teacher's own serious health condition that makes him or her unable to work.

5. Any 'qualifying exigency' arising out of the deployment to a foreign country of the teacher's spouse, son, daughter, or parent who is in the Regular Armed Forces, National Guard, or Reserves.

- E. Twenty-six (26) workweeks of leave in a single 12-month period to care for certain current service members or veterans with a qualifying serious injury or illness incurred or aggravated in the line of duty on active duty. The teacher must be the spouse, son, daughter, parent, or next of kin of the service member or veteran.

- F. The FMLA entitles the teacher, who has at least one (1) year of full time teaching experience at CNPS, to take unpaid, job-protected leave, with the continuation of group health insurance coverage under the same terms and conditions as if the teacher had not taken leave. When the teacher returns to work from FMLA leave, the Administration must restore the teacher to the same job with the same pay, benefits, and other conditions of employment.

- G. 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. The Board will not provide health benefits during the multi-purpose leave.

ARTICLE 10

Academic and Professional Responsibility

- A. 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.

- B. 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.

- C. 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 11

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 her 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 her file, such signature shall be understood to indicate her 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, she 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. If it is not an emergency situation, the employee being disciplined has 24 hours from the disciplinary notice to provide a representative of the Association to join her in a meeting with the Board or its agents.
- 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 12

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 medical 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.

ARTICLE 13

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 14

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 agrees 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 15

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 may be processed as a grievance as hereinafter provided. Probationary teachers shall be limited to Step D of the Professional Grievance Procedure in Article 16 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 she shall first discuss the alleged grievance with her building principal/superintendent either personally or accompanied by her 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 her 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 ten (10) workdays the superintendent or her designee shall meet with the Association on the grievance and shall indicate her 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 her designee after meeting with the state Mediator 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.

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 proceedings 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. 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.

J. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE 16

Seniority

- A. A seniority list will be sent to the local association president and posted in school by October 15th of each school year.
- B. 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 she may have had under this Agreement prior to such transfer.

ARTICLE 17

Miscellaneous

- A. Parent-Teacher conferences are 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.
- D. Teachers using a personal vehicle for school-related business shall receive mileage reimbursement consistent with the IRS rate for the month in which the mileage occurred. Whenever possible, teachers shall use the school vehicle (i.e. "the school van") rather than their own vehicle.

ARTICLE 18

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.
- D. 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.
- E. 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 19

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 20

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 disabled student should participate in regular education programs and services must be appropriate to that student's unique needs determined by a specific IEPC on an individual basis.
- B. Any teacher who will be providing instructional or other services to a disabled 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 noninstructional 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 21

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).

ARTICLE 22

Insurance Protection

- A. All regular full time teachers shall select one of the MESSA PAK Plans provided for below:
Medical and Non-Medical coverage per MESSA Quote ID# 341325

Insurance Protection

Plan A (for teachers needing health insurance) 2018-2020	
HEALTH - PAK A	MESSA CHOICES

	In-Network Deductible \$500 Individual /\$1,000 Family
	In-Network Copay: OV \$20/UC\$25/ER\$50
	Prescription Coverage: Saver RX
Negotiated Life	\$50,000
AD&D	\$50,000
Vision	VSP 3 Plus 200CL
Delta Dental	Diag & Prev: 100%
	Basic Services 80% (X-Rays)
	Major Services: 80%
	Annual Max: \$2000
	Orthodontics 80%
	Lifetime Max \$2500
	Riders: 2 Clean, Sealants
HEALTH - PAK C	ABC Plan 1
	In-Network Deductible \$1350 Individual/ \$2700 Family
	Prescription Coverage: ABC Rx
	Riders HEQ
Negotiated Life	\$50,000
AD&D	\$50,000
Vision	VSP3 Plus 200CL
Delta Dental	Diag & Prev: 100%
	Basic Services 80% (X-Rays)
	Major Services: 80%
	Annual Max: \$2000
	Orthodontics 80%
	Lifetime Max \$2500
	Riders: 2 Clean, Sealants
Plan B (for teachers not needing health insurance)	
NON-HEALTH PAK B	
Delta Dental	Diag & Prev: 100%
	Basic Services 80% (X-Rays)
	Major Services: 80%
	Annual Max: \$2000
	Orthodontics 80%
	Lifetime Max \$2500
	Riders: 2 Clean, Sealants
Vision	VSP 3 Plus 200CL
Negotiated Life	\$50,000
AD&D	\$50,000

- A. If the teacher does not accept PAK A or PAK C Health coverage, fifty (50) percent of the capped allotment the teacher is eligible to receive in health insurance coverage will be paid monthly in an annuity or through a cash option. If the cash option is selected, the following conditions will be applied:
 - The monies will be distributed throughout the year based on the 22 or 26 elected pay periods.
 - All district expenses accrued for the cash option will be deducted from the payment (i.e. MPSERS and FICA).
- B. An eligible opt-out arrangement has three conditions:
 - (1) the employee must formally decline enrollment in the employer-sponsored coverage
 - (2) the employee must provide, at least annually, "reasonable evidence" that the employee and all members of the employee's "tax family" have alternative "minimum essential coverage," not including coverage obtained in the individual market.
 - (3) the employee must make her request 30 days prior to the opt out date.
- C. The Board will pay the premiums for a teacher's medical coverage at the maximum state capped amount by law.
- D. With the addition of PAK C, the total premium balance, not covered by the District, will no longer be divided equally among the participants. Participants will pay the remaining balance according to the coverage they have selected.
- E. During the term of this contract and at no additional cost to the Board of Education, the Association may offer additional health plan options.
- F. Any teacher who retires shall cease to receive Board paid insurance benefits effective the first date of eligibility for any retirement benefits.
- G. Any teacher who is fired shall cease to receive Board paid insurance benefits on the first day of the month following the employee is dismissal.
- H. If a teacher resigns during the academic school year, the teacher shall cease to receive Board paid insurance benefits on the first day of the month following the resignation.
- I. If a teacher resigns after fulfilling her teaching responsibilities for the school year, she has earned the right to keep and is entitled to her health insurance benefits under the same conditions as per this Agreement until August 31st, of said year.

Appendix II

Appendix I

Carney-Nadeau Public School Calendar, 2018-2019

	DATE	SCHEDULE	STUDENT ATTENDANCE	TEACHER ATTENDANCE
August	28-30	Professional Development Days (No School)	0	3
	31	(No School)	0	0
September	3	Labor Day (No School)	0	0
	4-7		4	4
	10-14		5	5
	17-21		5	5
	24-27		4	4
	28	½ day school, ½ day PD (Noon Release)	1	1
October	1-5		5	5
	8-12		5	5
	15-19		5	5
	22-25		4	4
	26	½ day school, ½ day PD (Noon Release)	1	1
Oct/Nov	29-2	End of the 1 st marking period	5(44)	5(47)
	5-7		3	3
	8	Parent/Teacher Conferences (Noon Release)	1	1
	9		1	1
	12-14		3	3
	15-16	Fall Break (No School)	0	0
	19-20		2	2
	21	½ day school ½ day PD	1	1
	22-23	Thanksgiving Break	0	0
	26-30		5	5
Dec	3-7		5	5
	10-14		5	5
	17-20		4	4
	21	½ day school, ½ day PD (Noon Release)	1	1
Dec/Jan	24-1	Holiday Break	0	0
	2-4		3	3
	7-11		5	5
	14-17		4	4
	18	End of 1 st semester (Noon Release)	1 (44)	1 (44)
	21-23		3	3
	24	Parent/Teacher Conferences (Noon Release)	1	1
	25		1	1
Jan/Feb	28-1		5	5
	4-8		5	5
	11-14		4	4
	15	½ day school, ½ day PD (Noon Release)	1	1
	18	Presidents Day, Midwinter Break (No School)	0	0
	19-22		5	5
Feb/Mar	25-1		5	5
	4-8		5	5
	11-15		5	5
	18-21		4	4
	22	End of the 3 rd marking period; ½ day school, ½ day PD (Noon Release)	1 (45)	1 (45)
	25-29	Spring Break	0	0
April	1-5		5	5
	8-12		5	5
	15-18		4	4
	19	Good Friday (No School)	0	0
	22	Easter Monday (No School)	0	0
	23-25		3	3
	26	½ day school, ½ day PD (Noon Release)	1	1
April/May	29-3		5	5
	6-10		5	5
	13-17		5	5
	18	Graduation Day (Saturday)	0	0
	20-23		4	4
	24	½ day school, ½ day PD (Noon Release)	1	1
	27	Memorial Day (No School)	0	0
	28-31		4	4
June	3-6		4	4
	7	Last Day of School; Noon Release	5 (47)	5 (47)
Total Count Days			180	183

GRIEVANCE REPORT FORM

Grievance Report

Grievance # _____ CNPS

- Distribution of Form
1. Superintendent
 2. Principal
 3. Association
 4. Teacher

Building:	Assignment:	Name of Grievant:	Date Filed:

STEP I

A. Date Cause of Grievance Occurred _____

B. 1 Statement of Grievance

B. 2 Relief Sought

Signature

Date

C. Disposition by Principal

Signature of Principal

Date

Position of Grievant and/or Association _____

If additional space is needed in reporting Sections B. 1 & B. 2 of Step I, attach additional sheet. (Note: Continue on next page)

Appendix III

Carney-Nadeau Salary Schedule 2018-2020

STEP	B.A.	B.A. +18	M.A.	M.A.+18
(3%+)	Base Salary	BS +3%	BS +8%	BS +11%
0	31,283	32,221	33,786	34,724
1- 1.0248	32,059	33,021	34,624	35,585
2- 1.05	32,847	33,833	35,475	36,460
3- 1.0762	33,667	34,677	36,360	37,370
4- 1.1029	34,502	35,537	37,262	38,297
5- 1.1304	35,362	36,423	38,191	39,252
6- 1.1584	36,238	37,325	39,137	40,224
7-1.1872	37,139	38,253	40,110	41,224
8- 1.2169	38,068	39,210	41,114	42,256
9- 1.2474	39,022	40,193	42,144	43,315
10- 1.2786	39,998	41,198	43,198	44,398
11- 1.3106	40,999	42,229	44,279	45,509
12- 1.3435	42,029	43,290	45,391	46,652
13- 1.3773	43,086	44,379	46,533	47,826
14- 1.4119	44,168	45,494	47,702	49,027
15- 1.4474	45,279	46,637	48,901	50,260
16- 1.4839	46,421	47,813	50,135	51,527
17- 1.5213	47,591	49,019	51,398	52,826
18- 1.5597	48,792	50,256	52,695	54,159
19- 1.5990	50,022	51,522	54,023	55,524
20- 1.6395	51,288	52,827	55,392	56,930
21- 1.6432		52,946	55,517	
22- 1.7218		55,479	58,172	
23- 1.7237		55,540	58,236	
24- 1.7364		55,949	58,665	
25- 1.7410		56,098	58,821	
26- 1.7608		56,736	59,490	
27- 1.7843		57,493	60,284	
28- 1.8078		58,250	61,078	
29- 1.8313		59,007	61,872	
30- 1.8548		59,764	62,666	
31- 1.8754		60,428	63,362	
32- 1.9018		61,279	64,254	
33- 1.9253		62,036	65,047	
34- 1.9489		62,796	65,845	
35- 1.9724		63,554	66,639	
36- 1.9959		64,311	67,433	

Teachers will only receive a step on the salary schedule if they taught as a regular full time teacher for the entire previous school year.

Appendix IV
Schedule B

Athletics: Site Manager	\$40.00/event
Athletics: Ticket Seller	\$18.00/event
Athletics: Timer or Scorer	\$20.00/event
Athletics: Track Workers	\$20.00/event
Band	5%
Basketball: 5th/6th	2%
Basketball: J.H.	5%
Basketball: J.V.	9%
Basketball: Varsity	12%
C- Club	2%
Chaperones	\$20.00/event
Cheer	3%
Christmas Play (K-5 Teachers)	7 hours of comp. time
Committee: School Improvement	\$1000/year for the term of this contract
Cross Country	7%
Drama Club	2%
Golf	4%
High-Q	2%
NHS	2%
High School Bowl	1.5%
Quiz Bowl: J.H.	1%
Student Council	2%
Track: J.H.	2%
Track: Varsity	7%
Volleyball: J.V.	6%
Volleyball: Varsity	10%
Volleyball: J.H.	4%
Robotics (up to 2 coaches)	3%
Yearbook	3%
FFA	5%

These percentages are based on the B.S. column of salary schedule for a maximum of ten steps by years of experience per activity. Activities listed on Schedule B shall not be conducted during a teacher's regular class period without prior approval of the Administration.

In accordance with Public Law 105-225, FFA is considered an intra-curricular activity. Since FFA activities and competitions are an integral part of the Agri-Science Program, FFA activities should not be subject to academic eligibility guidelines. Participation in these activities will be determined by the FFA supervisor with input from the administration.

DURATION OF AGREEMENT

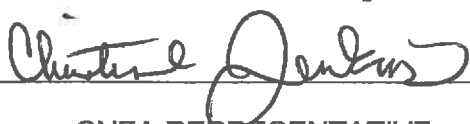
This agreement shall be effective as of September 1, 2018 and shall continue in effect until the 31st day of August 2020. If a new agreement cannot be reached by September 1, 2020, the terms in this agreement will remain in effect.

CARNEY-NADEAU EDUCATION ASSOCIATION,

MICHIGAN EDUCATION ASSOCIATION

CARNEY-NADEAU BOARD OF EDUCATION

BY



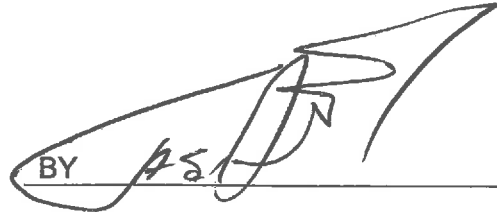
CNEA REPRESENTATIVE

BY



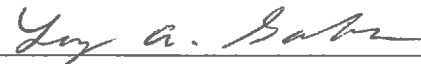
PRESIDENT

BY



SECRETARY

BY



MEA REPRESENTATIVE

BY

TREASURER

SIGNATURES DATED _____