

MASTER AGREEMENT

BETWEEN

THE CARNEY-NADEAU EDUCATION ASSOCIATION

MICHIGAN EDUCATION ASSOCIATION

AND

THE SCHOOL DISTRICT OF CARNEY-NADEAU

September 1, 2020 – August 31, 2022

**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

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.

- 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.

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.

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.

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.

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.

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.

- Reasonable break times, as needed, for the employee to express breast milk for her nursing child for a period of 1 year after the child's birth. This time will not be deducted from the individuals sick or personal leave time.

-A place, other than a bathroom or administrators office, that is shielded from view and free from intrusion from coworkers and the public, which may be used by said employee to express breast milk.

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

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# 346330

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 250CL
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 \$1400 Individual/ \$2800 Family
	Prescription Coverage: ABC Rx
	Riders HEQ
Negotiated Life	\$50,000
AD&D	\$50,000
Vision	VSP3 Plus 250CL
Delta Dental	Diag & Prev: 100%

- 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. The Board will continue to provide insurance to teachers who retire from the district for up to 2 full months from their ORS retirement effective date.
- 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.

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:
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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 2021-2022

The salary schedule below represents an increase of \$1500 on each step of each lane for 2020-2021 and an increase of \$1500 on each step of each lane for 2021-2022.

STEP	B.A. Base Salary	B.A. + 18 Base salary + 3%	M.A. Base Salary + 8%	M.A. + 18 Base Salary + 11%
0	34,283	35,221	36,786	37,724
1-1.0248	35,059	36,021	37,624	38,585
2-1.05	35,847	36,833	38,475	39,460
3-1.0762	36,667	37,677	39,360	40,370
4-1.1029	37,502	38,537	40,262	41,297
5-1.1304	38,362	39,423	41,191	42,252
6-1.1584	39,238	40,325	42,137	43,224
7-1.1872	40,139	41,253	43,110	44,224
8-1.2169	41,068	42,210	44,114	45,256
9-1.2474	42,022	43,193	45,144	46,315
10-1.2786	42,998	44,198	46,198	47,398
11-1.3106	43,999	45,229	47,279	48,509
12-1.3435	45,029	46,290	48,391	49,652
13-1.3773	46,086	47,379	49,533	47,826
14-1.4119	47,168	48,494	50,702	52,027
15-1.4474	48,279	49,637	51,901	53,260
16-1.4839	49,421	50,813	53,135	54,527
17-1.5212	50,591	52,019	54,398	55,826
18-1.5597	51,792	53,256	55,695	57,159
19-1.5990	53,022	54,522	57,023	58,524
20-1.6305	54,288	55,827	58,392	59,930
21-1.6432		55,946	58,517	
22-1.7218		58,479	61,172	
23-1.7237		58,540	61,236	
24-1.7364		58,949	61,665	
25-1.7410		59,098	61,821	
26-1.7608		59,736	62,490	
27-1.7843		60,493	63,284	
28-1.8078		61,250	64,078	
29-1.8313		62,007	64,872	
30-1.8548		62,764	65,666	
31-1.8754		63,428	66,362	
32-1.9018		64,279	67,254	
33-1.9253		65,036	68,047	
34-1.9489		65,796	68,845	
35-1.9724		66,554	69,639	
36-1.9959		67,311	70,433	

DURATION OF AGREEMENT

This agreement shall be effective as of September 1, 2020 and shall continue in effect until the 31st day of August, 2022. If a new agreement cannot be reached by September 1, 2022, the terms of 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: May 26, 2021