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VILLE

JONESVILLE EDUCATION ASSOCIATION

Contract with the

JONESVILLE BOARD OF EDUCATION

July 1, 1966 to June 30, 1969

MEA  
1216 KENDALE  
E. Lans. Mi. 48823

Jonesville  
Bd of Ed.

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PREFACE

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 1966, by and between the Board of Education of the City of Jonesville, Michigan, hereinafter called the "Board", and the Jonesville Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Jonesville Community Schools is their mutual aim and that the character of education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize in the following document:

ARTICLE I  
Recognition

- A. The Board hereby recognizes the Jonesville Education Association as the exclusive bargaining representative, to the extent required by Act 379, Public Acts of 1965, for all professional teaching personnel, including teaching personnel on tenure, probation, classroom teachers, guidance counselors, librarians, employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel and office and clerical employees. The term "teacher", when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organization other than the Jonesville Education Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is consistent with the terms of this Agreement.

## ARTICLE II

### Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, 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 any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States.

## ARTICLE III

### Management Rights Clause

"The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- (1) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- (2) To hire all employees and subject to the provisions of law, to determine their qualifications 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 with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, 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 the specific and 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".

ARTICLE IV  
Salary Plan Block

| Year | 0    | 1    | 2    | 3    | 4    | 5    | 6    | 7    | 8    | 9    | 10   |
|------|------|------|------|------|------|------|------|------|------|------|------|
| BA   | 5300 | 5485 | 6570 | 5855 | 6040 | 6225 | 6410 | 6595 | 6780 | 6965 | 7150 |
| MA   | 5600 | 5785 | 5970 | 6155 | 6340 | 6525 | 6710 | 6895 | 7080 | 7265 | 7450 |
| Step | 1    | 2    | 3    | 4    | 5    | 6    | 7    | 8    | 9    | 10   | 11   |

DIFFERENTIALS

|  |               |  |        |
|--|---------------|--|--------|
| School plays (2)   | \$125 ea      | Athletic director  | \$360  |
| Cheerleader advisor  | 100           | Head coach football and basketball   | 480 ea |
| Band   | 500           | Head coach baseball and track  | 360 ea |
| Senior class advisor   | 150           | J.V. basketball coach  | 360    |
| Junior class advisor   | 300           | Jr. High basketball coach  | 240    |
| School paper   | 100           | Assistant football coach   | 360    |
| Yearbook   | 100           | J.V. football coach  | 330    |
| Girls' Athletic Ass'n (phys ed)                                    | 200           | Ass't J.V. football coach  | 270    |
| Faculty athletic advisor   | 300           | Ass't track coach  | 240    |
| Audio-visual coordinator   | 425           | Intra-mural basketball   | 75     |
| Supervising, ticket taking, timing and scoring at basketball games | 50 per season | Driver education, summer band and adult classwork-per teaching clock hr.                 | 3.50   |
| Supervision and ticket taking at football games                    | 50 per season | Special education teachers' salaries at intermediate school district reimbursement rate. |        |
| Chaperoning dances (4 tchrs)                                       | 50            |  |        |

ARTICLE V  
SUPPLEMENTAL SALARY AND GROWTH POLICIES

- A. Advancement in base pay stops at the seventh step unless more than 10 semester hours of credit have been earned beyond the bachelor's degree. These hours must have been earned since July 1, 1959, or a teacher must have a Michigan State permanent certificate. Only hours earned since securing a valid certificate (Provisional or Life with B.S. degree) will be counted toward the ten semester hours' credit.
- B. Any member of the professional staff who has reached the seventh step may qualify for the next step by complying with any one of the following:
1. A regular approved credit course at a college or university of at least four (4) semester hours in or relating to their teaching area must be met on alternating qualifying steps.
  2. A workshop or other course of practical value, some of which might be sponsored and financed by the Board of Education and in some cases offering university credit. Class hours of a workshop or non-credit course shall be equivalent to time spent in a credit course of four (4) semester hours. Such work shall be approved in advance by a committee composed of the superintendent, two principals and three teachers appointed by the J.E.A.
    - a. Service on local curriculum committees: May use not oftener than alternate qualifying periods. Reports on committees should be submitted for approval covering activity of the committee and member attendance. A minimum attendance level should be  $3/4$  of the scheduled meetings.
    - b. Approved Work Experiences: Usable not oftener than alternate qualifying periods.
    - c. Travel extensive enough to warrant educational and cultural values. Usable not oftener than alternate qualifying periods.
    - d. Other activities: Such as outstanding community service, membership of important professional committees on a County, State or National level, participation on a professional program in National or important State Convention, etc. Not to be used oftener than alternate qualifying periods.
- C. More than one step may be taken at a time if both experience and credit justify it, subject however, to the \$750 limitation.
- D. Fractional years of experience, if at least one half year, will be recognized proportionally.
- E. If a third year of probation is granted, the salary will remain at step 2.



Supplemental Salary and Growth Policies - continued

- F. After the first 10 semester hours of graduate level credit are earned, \$10.00 per semester hour will be allowed to a maximum of 20 graduate credits. A total of \$300 will be allowed upon completion of a Master's degree in their teaching field. \$10 per graduate semester hour will be allowed beyond a Master's degree to a maximum of \$200.00.
- G. Teachers transferring from other systems will be scheduled according to the above policies. Credit for six years' experience may be transferred.
- H. The Board of Education may hire above the schedule in case of emergency, but said teacher must be on schedule starting the third year after entering the system.
- I. Payroll deductions will be allowed for professional dues, hospitalization (maximum of 2 companies-M.E.A. and Blue Cross), other insurance benefits (annuities etc. - maximum of 3 companies).
- J. For the 1966-67 school year any additional state aid in excess of \$9.00 per pupil shall be allocated as follows: 90% for additional staff and 10% to be pro-rated towards putting all teachers on schedule. If the 10% brings in more monies than are needed to put all teachers on schedule, the remaining excess will be used to raise the index ratio of 3.5.

ARTICLE VI  
Teaching Conditions

- A. The private, personal, religious and political life of any teacher is not within the appropriate concern or attention of the Board of Education as long as such activities do not affect the teacher's teaching effectiveness.
- B. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.
- C. There shall be a professional study committee composed of four members - two member of the administrative staff and two members selected from the J.E.A. The responsibility of the professional study committee shall be to investigate into educational matters and submit recommendations to the Board of Education.

ARTICLE VII  
Vacancies and Transfers

- A. Teaching vacancies when they exist will be posted for teacher information.
- B. Equal consideration will be given to all qualified candidates.
- C. Teachers shall be consulted before being transferred from one grade to another in the elementary system, or from one subject field to another in junior or senior high school.
- D. Teachers shall not be required to teach outside their major or minor field of preparation without the teacher's consent.

ARTICLE VIII  
Sick Leave

- A. Each teacher shall be allowed 10 days sick leave per year accumulated to 60 days.
- B. In cases where the teacher receives workmen's compensation payments, the board shall deduct from the sick leave pay an amount equal to that received by the teacher through workmen's compensation, so that the total received by the teacher will be equal to the normal per-day teaching salary.
- C. Maternity leave - Sickness due to pregnancy will be restricted to a maximum of 10 days (if earned) for such occurrence.
- D. Up to five days' leave will be granted for death in the immediate family (husband, wife, children), three days for mother or father, two days for brother or sister. These days to be subtracted from accumulated sick leave.
- E. Each teacher shall start the school year (September 1) with 10 days' sick leave. If the teacher does not complete the school year

Sick Leave - continued

and all sick leave has been used, the teacher's last pay will be reduced by the number of sick days not earned.

- F. If there is a question about a teacher's illness, a physician's statement may be required.

ARTICLE IX  
Business Leave

- A. Two days' absence for personal business per year, non-cumulative, is allowable.
- B. Personal business days are for personal business only. Arrangements must be made in advance and reasons stated for the absence. No business days will be approved until a qualified substitute has been secured. (It is in the teachers' best interest to make arrangements early).
- C. In no instance will business days be allowed just prior to or immediately following any scheduled vacation period.

ARTICLE X  
Tenure Policy

1. EMPLOYMENT UNDER TENURE

Policy: A teacher shall remain on continuing tenure following a successful probationary period.

PROCEDURE:

- A. All teachers during the first two years of employment shall be on probation except:
1. A tenure teacher from another tenure district may be placed on continuing tenure.
  2. A probationer who has not qualified for his provisional certificate by the end of the first year of employment shall be required to serve three years' probation. (Three years' probation is recommended for the purpose of encouraging the individual to complete the requirements for a provisional certificate within the required time). This decision shall be subject to review by the board of education.
  3. A probationer who moves from one building to another or from one department to another at his request during the probationary period may be required to serve three years' probation, except when the change is a solution to an administrative problem.
  4. The probationer who may be required to serve a third year of probation by the board of education upon notice to the State Tenure Commission.

Tenure Policy - continued

B. A tenure teacher shall remain on continuing tenure:

1. Until he retires voluntarily,
2. Or he resigns voluntarily,
3. Or until he is dismissed through proper tenure procedure as prescribed by the State Tenure Act.

II. ADMINISTRATION OF TENURE

POLICY: The board of education sets and approves all policies and procedures. The superintendent of schools and the principals are responsible for the administration and supervision of tenure. The district tenure committee shall act in an advisory capacity.

PROCEDURE:

A. RESPONSIBILITIES OF PRINCIPAL IN TENURE

1. Shall explain tenure program to all new probationers; explain the evaluation sheet and interpret the importance placed on various items listed; review the tenure program with the tenure committee and helping teachers soon after school begins.
2. Shall assign a helping teacher to the probationer when the probationer's employment begins. A new helping teacher shall be appointed for the probationer upon the request of the probationer, the helping teacher or the principal.
3. Shall schedule at least two probationer-principal conferences; one before November 15 and a second before February 15.
4. Shall observe and visit the probationer prior to each conference held.
5. Shall evaluate the work of the probationer and make advisory recommendations regarding tenure status to the superintendent on or before February 15.
6. Shall supervise the election of the tenure committee members during the first week of school in the fall. Shall present a list of tenure teachers from which nominations shall be made. Shall use parliamentary procedure, secret ballot and elect by a simple majority of the tenure teachers in the building.
7. Shall help tenure teachers to maintain the high standards expected of those on tenure.

B. RESPONSIBILITIES OF HELPING TEACHER

1. The role of the helping teacher is supportive - not supervisory. He stands in the position of a friendly counselor and helpful personal advisor.
2. The helping teacher should be a tenure teacher if possible, preferably in the same building or department.

Tenure Policy - continued

3. Shall make the probationer familiar with the traditions, routine procedures and policies of the school system in general and of his own building. He shall answer such questions as may be presented.
4. Shall help in the personal adjustment of the probationer in his relationship with the adult personnel in his building and in the school and community life.
5. Shall offer constructive suggestions to encourage the probationer at the same time establishing helpful, friendly relations between the two.
6. Shall ask the principal to make a change in the event the probationer-helping teacher relationship proves unsatisfactory.

C. RESPONSIBILITIES OF PROBATIONER

1. Shall ask for help from his helping teacher since it is difficult for the most understanding and willing helping teacher to know what help is needed unless he is consulted.
2. Shall familiarize himself with the personnel policies and with the traditions and policies of the school system in general and of his building.
3. Shall ask principal to make a change in the event the probationer-helping teacher relationship proves unsatisfactory.

III. ORGANIZATION OF COMMITTEES

A. DISTRICT TENURE COMMITTEE

POLICY: There shall be a district tenure committee consisting of three elementary teachers (grades K-6) and three secondary teachers (grades 7-12). These teachers shall be tenure teachers. Terms of office shall be three years, staggered. Candidates for the first terms shall be elected as follows: One elementary teacher and one secondary teacher for one year each; one elementary and one secondary teacher for three years each. Thereafter, there shall be one elementary and one secondary teacher elected each year.

PROCEDURE:

1. RESPONSIBILITIES OF DISTRICT TENURE COMMITTEE
  - a. Shall elect a chairman and a secretary at a meeting to be held on or before the third Friday after school opens for the year. Term of office for each will be one year with duties to be assumed immediately.
  - b. Shall consider matters of tenure policy.
  - c. Shall continually study the current tenure policies and recommend revisions where and when needed.
  - d. The district tenure committee shall arrange a meeting with any tenure teacher who requests in writing to appear before this group.
  - e. The opinions of this group shall be strictly advisory.
  - f. A written report expressing the opinions of the

district committee concerning the matter presented by the tenure teacher shall be given to: The superintendent, the principal of the building involved, and the tenure teacher.

- (1) All reports of the district tenure committee regarding the status of teachers shall be considered advisory. Such reports are to contain reasons for said opinion.
- (2) No copies of such reports shall be kept by the district tenure secretary.

2. RESPONSIBILITIES OF THE DISTRICT COMMITTEE CHAIRMAN

- a. Shall conduct proceedings of the district tenure committee.
- b. Shall be responsible for fulfillment of all steps outline.
- c. Shall receive all problems that are to be considered by the district tenure committee.
- d. Shall arrange a meeting time for the district tenure committee and call a meeting at any time that the need arises.
- e. The first meeting shall be called on or before the third Friday after school opening by the chairman of the preceding year.

3. RESPONSIBILITIES OF THE DISTRICT COMMITTEE SECRETARY

- a. Shall write the minutes of each meeting and furnish each member of the district tenure committee with a copy.
- b. Shall send written notice of meetings to committee members prior to meetings.

4. RESPONSIBILITIES OF THE TENURE COMMITTEE

- a. The tenure committee shall arrange a meeting with any tenure teacher in the building who requests in writing to appear before this group. The opinions of this group shall be strictly advisory. At the request of the tenure teacher, the findings of this group may be reported to the principal of the building, the superintendent of schools.
- b. The tenure committee may meet with the probationer - with his consent and reports of such meetings shall be sent to the superintendent and building principal and probationer.

The committee shall meet with the probationer, if he requests such a meeting, and reports of such meetings may be sent to the superintendent, the building principal and the probationary teacher, if the probationer consents.

- c. The tenure committee meeting shall be public or private at the option of the teacher affected.

IV. SAVING CLAUSE- Any portion of the local tenure policy invalidated by the Michigan State Tenure Law shall not invalidate other parts of the policy written within the framework of the law.

ARTICLE XI  
Retirement Age

Article IV Teacher Tenure Act

Section 1. Discharge or demotion of a teacher on continuing tenure may be made only for reasonable and just cause, and only after such charges, notice, hearing and determination thereof, as are hereinafter provided: Provided, however, that nothing in this act shall be construed as preventing any controlling board from establishing a reasonable policy for retirement to apply to all teachers who are eligible for retirement under Act No. 184 of the Public Acts of 1937.

POLICY: Those certified teachers who reach the age of sixtyfive (65) on or before September 1 of any year will be deemed to have reached mandatory retirement. The Board of Education reserves the right to review any teacher's request to teach beyond mandatory retirement age and rehire on a one-year basis if so recommended by the administration and/or teacher tenure committee.

PROCEDURE:

1. Request in writing by teacher to continue to teach beyond mandatory retirement to the principal or superintendent, to be forwarded to the Board of education.
2. Notification of teacher tenure committee and request for recommendation if the committee so desires.
3. Review of request and action by board of education.

ARTICLE XII

Professional Grievance Negotiation Procedure

- A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designate representative. The Board hereby designates as its representative for such purpose the principal in each school building and the superintendent of schools when the particular grievance arises in more than one school building.
- B. Within five teaching days of receipt of the grievance the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent who shall have five teaching days thereafter

Professional Grievance Negotiation Procedure - continued

to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent he shall have ten teaching days from receipt to approve or disapprove it. If the grievance shall be denied by the Superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall be immediately transmitted to the secretary of the Board, with a statement of reasons why it is being disapproved.

- C. Within 15 teaching days from receipt of the grievance, the Board shall act upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, and shall make final determination of the grievance not more than 20 teaching days after its hearing.
- D. Informal Procedure: A teacher with a problem may first discuss the matter with the building principal, with or without professional representative, with the objective of resolving the matter informally.
- E. Written Grievance: Grievance must be submitted in writing and shall contain:
  - 1. A statement of the facts upon which the grievances are based
  - 2. A reference to the section of the agreement which has been allegedly misinterpreted
  - 3. State the relief asked
  - 4. Name and signatures of the employees involved
  - 5. Be submitted within 20 teaching days of the occurrence of the grievance.

ARTICLE XIII

Professional Association Representatives

Shall have the right to enter the school premises provided always that there shall be no interference with school functioning and permission has been allowed by the administration, and purposes of the visit stated.

ARTICLE XIV

Professional Meetings

Teachers shall have the right to hold meetings for teacher welfare in the school buildings after school hours. Arrangement for space shall be made in advance with the Superintendent of Schools and must not interfere with any school activities or other scheduled activities.



ARTICLE XV  
Teacher Welfare Expenses

The school agrees to supply (if available) items of supply (paper, stencils, pencils, etc.) at a nominal cost, including long distance telephone calls. The J.E.A. agrees to pay such charges monthly.

ARTICLE XVI  
Teacher Welfare Meetings

Those teachers wishing to attend meetings for teacher welfare may do so by:

- A. Making arrangement at least three days prior to the meeting.
- B. The loss of pay for those teaching days absent from school.

ARTICLE XVII  
Duration of Agreement

- A. This Agreement shall be effective as of July 1, 1966 and shall continue in effect for three (3) years until the 30th day of June 1969. However: The salary schedule contained herein may be reopened for negotiation by either party provided a written request is submitted a minimum of 120 days prior to the anniversary date of this contract.
- B. It is contemplated that matters not specifically covered by this agreement but of common concern to the parties shall be subject to professional negotiations between them from time *To Time* during the period of this agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.