

Jonesville
June 30, 1971

Jonesville

ARTICLE I

RECOGNITION - 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, class room teachers, guidance counselors, librarians, employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel. 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.

ARTICLE II

MEMBERSHIP FEES AND PAYROLL DEDUCTIONS - The Board agrees to encourage all teaching personnel to join and support the Jonesville Education Association (including the National and Michigan Education Associations). In as much as the Jonesville Education Association is recognized as the exclusive bargaining unit; herein are for the benefit of all. Upon written authorization from the teacher, the Board shall deduct membership dues and assessments of the Jonesville Education Association (including the National and Michigan Education Associations).

The deduction of membership dues shall be made from the teacher's paychecks, starting with the second paycheck of the school year and is to be taken from the second check each month. The Board agrees to promptly remit to the Jonesville Education Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.

The Board shall also make payroll deductions upon written authorization from teachers for Annuities, Hospitalization, Credit Union, Term Life Insurance or any other programs jointly approved by the Association and the Board.

ARTICLE III

MANAGEMENT RIGHTS - The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, 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.

LABOR AND INDUSTRIAL

RELATIONS LIBRARY

Michigan State University

ARTICLE IV

TEACHER RIGHTS - The board agrees to adhere to the provisions of Act 379 of the Public Acts of 1965 and other laws of Michigan or the Constitutions of Michigan and the United States as amended.

ARTICLE V

EDUCATION ASSOCIATION

- A. Professional Education Association Representatives - of county, state or national level 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.
- B. Teacher Welfare Meetings -
1. Those teachers wishing to be absent from school to attend meetings for teacher welfare may do so by:
 - A. Making arrangements at least three days prior to the meeting.
 - B. Loss of pay for those teaching days absent from school.
 2. 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.
- C. 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 VI

STRIKE PROHIBITION - The J.E.A. recognizes that strikes (as defined by Section I of Public Act 336 of 1947, as amended of Michigan) by teachers are contrary to law and public policy. The Board and the J.E.A. subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that it shall not direct, instigate, participate, encourage, or support any strike against the Board of Education by any teacher or group of teachers.

ARTICLE VII

AGREEMENTS CONTRARY TO LAW - If any provisions of this agreement or any application of the agreement to any teacher or group of teachers shall be found to be contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law.

ARTICLE VIII

TENURE POLICY - Tenure in the Jonesville Community Schools shall be regulated by the Michigan Teacher Tenure Act, Act No. 4 of the Public Acts of the Extra Session of 1937, as amended, through the Regular Session of 1967.

PROCEDURE: All teachers during the first two years of employment shall be on probation except:

1. A tenure teacher from another tenure district shall be placed on one year probation.
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 of probation. (Three years of 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 of probation, except when the change is a solution to an administrative problem.

ARTICLE IX

RETIREMENT AGE - Those certified teachers who reach the age of sixty-five (65) on or before September 1 of any year will be deemed to have reached mandatory retirement.

The Board of Education in accordance with Article IV, Section I of the Tenure Act, 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 after considering the recommendation of teacher tenure committee.

Teacher 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 for review and action.
2. Notification of teacher tenure committee and request for recommendation if the teacher so desires.

ARTICLE X

TEACHING CONDITIONS

- A. The private, personal, religious, and political views of any teacher are not within the appropriate concern or attention of the Board of Education as long as such activities do not affect the teacher's effectiveness, nor violate the Teachers Code of Ethics.
- B. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, color, creed, religion, national origin, age, sex,

Article X - B. (cont'd)

- or marital status or membership in, or association with the activities of any employee organization. The Board and Association pledge themselves to seek extended advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin, and to achieve full equality of educational opportunity for all pupils.
- C. There will be an Educational Council composed of ten (10) members, five (5) of whom shall be selected from the teaching staff by the J.E.A. (to include 2 high school, 1 junior high, and 2 elementary teachers) and five (5) of whom shall be appointed by the Board of Education to include administration and members of the Board of Education. The council shall meet regularly to discuss and study subjects mutually agreed upon relating to the school system. The council shall be empowered to appoint non-standing sub-committees to study and report upon any mutually agreed upon subject. The council and any of its non-standing sub-committees serve in an advisory capacity only. The failure of the Board of Education to place any recommendation of the council in effect shall not constitute a grievance.
- D. Teachers employed by the Board of Education for a regular classroom teaching assignment, except vocational teachers holding a special vocational certificate, shall have a bachelor's degree from an accredited college or university and a Life, Provisional or Permanent teaching certificate. If a certified teacher is not available at the time of hiring, exception to the policy will be made, and notification made to the J.E.A. of such hiring.
- E. At any time, in any building, if students are not required to be present because of physical breakdown and/or climatic conditions teachers shall not be required to be present. Teachers are expected to make use of this time for planning, etc.
- F. The Board shall strive to provide for a playground supervisor for all outdoor recesses. (elementary)
- G. Teachers will remain 15 minutes after the regularly scheduled time for dismissal of classes, with the exception of staff meetings. Principals will exercise their discretion regarding requests from teachers to leave the buildings prior to established work hours.
- H. Teachers shall be permitted to leave the premises at the same time the students are released on the day preceeding holidays and recesses.

ARTICLE X - Cont'd

- I. Building Conditions - The Board shall strive to provide:
 1. A separate desk for each teacher in the district with an adequate amount of drawer space.
 2. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
 3. Adequate chalkboard spaces in every classroom.
 4. Copies, exclusively for each teacher's use, of all texts used in each course he is to teach.
 5. A dictionary in every classroom.
 6. Adequate storage space in each classroom for instructional material.
 7. Adequate attendance books, paper, pencils, pens, chalk, erasers and other such materials required in daily teaching responsibility.
 8. Adequate janitorial services to keep all restrooms in hygienic, sanitary condition.
- J. By May 15th of the current school year the building principals will discuss with each teacher his tentative assignment for the coming school year regarding the number of preparations and teaching periods.
- K. Teachers who are not planning on returning to their positions for the coming school year are requested to notify the president of the Jonesville Education Association 60 days prior to the closing of the current school year. The president will in turn notify the building principal.
- L. Because of the pupil-teacher ratio being an important aspect of an educational program, the parties agree that class size should be lowered whenever possible to meet M.E.A. recommended class size, except traditional large group instruction or experimental classes where teachers have voluntarily agreed to exceed these maxima.
- M. The Board shall strive to provide a duty-student-free twenty-five minute period following the class lunch session at the elementary level.

ARTICLE XI - VACANCIES AND TRANSFERS

- A. Classroom vacancies when they exist will be posted for both high school and elementary teacher information.
- B. When a change of teaching assignments is desired less than 30 days in advance of the first day of school, mutual agreement between the teacher and the administration must be reached.
- C. Teachers shall not be required to teach outside their major or minor field of preparation without the teacher's consent.
- D. Paid extra duty shall be posted school wide and equal consideration will be given to all qualified candidates.

ARTICLE XII - SICK LEAVE

- A. Each teacher shall be allowed to accumulate one hundred twenty (120) days of sick leave with pay; fifteen (15) days per annum for the first and second years of employment in the school system and ten days per year thereafter.
- B. Sick leave granted may be used by teachers in case of necessary absence due to (1) personal illness of the teacher (2) exposure to contagious disease in which the health of others would be endangered by his or her attendance on duty.
- C. If there is a question about a claim for sick leave a notice from the Health Department or a physician's statement shall be required.
- D. Any person who willfully violates or misuses this policy or misrepresents any statement or condition under this policy shall forfeit all accumulated sick leave plus salary for the days found in violation.
- E. Payment for unearned sick leave will be deducted from salary due.
- F. When workmen's compensation is received by a teacher, the difference between workmen's compensation payments received and the teacher's regular salary shall be paid by the Board of Education until accumulated sick leave is exhausted.
- G. Up to five days (5) will be granted for death in the immediate family (husband, wife, children); up to three days for mother, father, mother-in-law, father-in-law, brother or sister. In cases of other deaths leave may be allowed by the superintendent, upon request and at his discretion. These days will be subtracted from accumulated sick leave.
- H. Teachers must be absent for one of the above reasons in order to qualify for sick leave pay.

ARTICLE XIII - MATERNITY LEAVE

- A. Maternity leave will not be considered sick leave.
- B. Maternity leave will start at the end of the sixth (6th) month of pregnancy unless otherwise mutually agreed upon by the school administration and the teacher in question.
- C. Maternity leave shall extend to the end of the fourth (4th) week after delivery.
- D. One day shall be allowed to a father on the day his wife gives birth.

ARTICLE XIV - BUSINESS LEAVE

BUSINESS LEAVE -

- A. No more than two (2) days each year, cumulative - one (1) unused day may be carried over to the following year for a total of three (3).
- B. Business leave will cover the following areas:
 1. Court Cases
 2. Legal personal business
 3. Other emergency matters of a nature that cannot be taken care of outside teaching hours.
- C. Business leave must be applied for in writing one week in advance of the anticipated absence to the building principal, including specific reasons, for approval or disapproval.

ARTICLE XV

JURY DUTY - A teacher called for jury duty shall be compensated for the difference between his regular salary and the pay received for the performance of such obligation.

ARTICLE XVI

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 wage, hours, terms or conditions of employment, may file a written grievance with the Board's designated representative (i.e. the principal).
- B. The teacher, group of teachers, or the Association having such a grievance shall discuss the matter with the school principal during non-teaching hours, with the hope of resolving it informally.
- C. If the matter is not satisfactorily resolved, the following procedure shall be followed:
 1. Step One. The grievance shall be reduced to writing within two (2) school days, signed by the teacher or teachers involved and the chairman of the J.E.A. grievance committee, and submitted to the principal.
 - a. The grievance shall specify the facts giving rise to the grievance and the relief requested.
 - b. Refer to the action of the agreement allegedly misinterpreted.
 - c. The principal shall submit an answer within five (5) school days in writing to the chairman of the J.E.A. grievance committee.

ARTICLE XVI - PROFESSIONAL GRIEVANCE - (cont'd)

2. Step Two - Within five (5) school days after receiving the decision of the principal, the aggrieved teacher and the chairman of the J.E.A. grievance committee may appeal to the Superintendent of Schools. The appeal shall be in writing, shall specify the article and section of the Agreement allegedly violated, and shall contain the reasons for the appeal, including a copy of the principal's decision.
 - a. Within seven (7) school days after receipt of the appeal, the Superintendent shall investigate the grievance, including giving the aggrieved teacher a reasonable opportunity to be heard, and render his decision in writing. A copy of his decision shall be delivered to the teacher involved, the school principal and the chairman of the J.E.A. grievance committee.
3. Step Three - Within five (5) school days after receiving the decision of the Superintendent, the aggrieved teacher and the chairman of the J.E.A. grievance committee may appeal to the Board of Education. The appeal shall be in writing and shall contain the reasons for the appeal and a copy of the decisions rendered by the Principal and the Superintendent.
 - a. The appeal shall be heard at the next regularly scheduled Board meeting and, in any event, within fifteen (15) school days after receipt of the appeal. The Board, or its designated representative, shall investigate the grievance, including giving the aggrieved teacher a reasonable opportunity to be heard. The Board shall render its decision in writing within ten (10) days after holding a hearing on the appeal. A copy of the Board's decision shall be delivered to the teacher involved, the chairman of the J.E.A. grievance committee, the principal and the school superintendent.
4. 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 15 of any year and strict adherence to the time limits may result in hardship to 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.
5. 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. If the parties cannot agree as to the arbitrator, he 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 arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.
6. The fees and expenses of the arbitrator shall be shared equally by the parties.

ARTICLE XVI - PROFESSIONAL GRIEVANCE - (cont'd)

7. Powers of the Arbitrator - It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
 - a. His powers shall be limited to deciding whether the Board has violated the express article or sections of this Agreement.

ARTICLE XVII

SCHOOL CALENDAR

- A. The Board agrees that, in establishing a school calendar, it will not schedule more than one hundred eighty attendance days. In the event circumstances occur beyond the control of the Board of Education, the school calendar may be expanded to include the necessary attendance days in order to meet minimum requirements, wither State or Federal.
- B. Thanksgiving Day and the Friday following, Labor Day, Memorial Day, and Good Friday shall be considered vacation days.
 1. Pre-school conference will be conducted over a one (1) day period. Those teachers new in the system will participate in one (1) additional day of preschool conference.
 2. There will be a minimum of one (1) in-service day included in the school calendar. In the event that half days are used, secondary morning and afternoon sessions shall be alternated.
- C. The equivalent of one (1) full day designated as "record" day shall be set aside at the end of both the first and second semesters. Should physical or climatic conditions prevent attendance on the regularly scheduled record day, equivalent time shall be provided on the next regular school day.

ARTICLE XVIII

PROFESSIONAL CONFERENCES - Professional conference expenses allowed only for those conferences approved by the Board of Education and the administration.

SALARY SCHEDULE 1969-70

Step	A	B	C	D
1	\$6,675	\$6,775	\$6,875	\$7,025
2	6,982	7,086	7,191	7,348
3	7,289	7,398	7,507	7,671
4	7,596	7,709	7,823	7,994
5	7,903	8,021	8,139	8,317
6	8,210	8,332	8,455	8,640
7	8,520	8,644	8,771	8,963
8	8,824	8,955	9,087	9,286
9	9,131	9,267	9,403	9,609
10		9,578	9,719	9,932
11			10,035	10,255
12				10,578

A - B.A. degree Life or provisional certificate

B - B.A. degree Life plus 10 hours - permanent certificate

C - B.A. degree Life plus 20 hours - permanent certificate plus 10 hours

D - M.A. degree Life or permanent certificate

M.A. degree teachers with less than a permanent certificate shall be limited to third step, Level C until permanent certificate is obtained. Six (6) years of previous experience in other districts may be accepted in placing new teachers on the salary schedule.

Special education teachers' salaries will be based on the regular salary schedule plus a differential as allowed by the Intermediate Districts reimbursement schedule.

Longevity: \$100.00 after 15 years of continuous service in this system, then \$20.00 per year to twenty five years of continuous service for a maximum of \$300.00

Page 2 of SALARY SCHEDULE FOR 1969-70

Fifteen (\$15.00) dollars per ;month to each full time certified employee to be used at employee's option for only one of the following:

1. Blue Cross-Blue Shield
2. Tax sheltered annuity
3. Term life Insurance.

SALARY SCHEDULE FOR 1970-71

Step	A	B	C	D
1	\$7,200	\$7,300	\$7,400	\$7,600
2	7,560	7,665	7,770	7,980
3	7,920	8,030	8,140	8,360
4	8,280	8,395	8,510	8,740
5	8,640	8,760	8,880	9,120
6	9,000	9,125	9,250	9,500
7	9,360	9,490	9,620	9,880
8	9,720	9,855	9,990	10,260
9	10,080	10,220	10,360	10,640
10		10,585	10,730	11,020
11			11,100	11,400
12				11,780

A - B.A. degree Life or provisional certificate

B - B.A. degree Life plus 10 hours - permanent certificate

C - B.A. degree Life plus 20 hours - permanent certificate plus 10 hours

D - M.A. degree Life or permanent certificate

M.A. degree teachers with less than a permanent certificate shall be limited to third step, Level C until permanent certificate is obtained. Six (6) years of previous experience in other districts may be accepted in placing new teachers on the salary schedule.

Special education teachers' salaries will be based on the regular salary schedule plus a differential as allowed by the Intermediate Districts reimbursement schedule.

Page 2 of salary schedule for 1970-71

Longevity: \$100.00 after 15 years of continuous service in this system, then \$20.00 per year to twenty five years of continuous service, for a maximum of \$300.00.

Fringe Benefits: To be increased if Blue Cross-Blue Shield rates increase. Increase to be to the nearest dollar, not to exceed \$3.00, and the increase must be before Sept. 1, 1970.

(Blue Cross-Blue Shield will determine the amount of fringe benefit that may be used in one of following ways.)

1. Blue Cross-Blue Shield
2. Tax sheltered annuity
3. Term Life Insurance

DIFFERENTIALS TO SALARY SCHEDULE

Athletics -

Athletic Director	-----	10%
Head Football	-----	9%
Head Basketball	-----	9%
Head Baseball	-----	7%
Track	-----	7%
Wrestling	-----	9%
Head J.V. Football	-----	6½%
Head J.V. Basketball	-----	6½%
Freshman Basketball	-----	5%
Jr. High Football	-----	6%
Asst. Varsity Football	-----	6½%
Asst. J.V. Football	-----	5%
Asst. Baseball	-----	4%
Jr. Hi. Basketball		
7th grade	-----	3%
8th grade	-----	3%
		or 5½% for both
Intramurals	-----	\$100.00
G.A.A.	-----	4%
Cheerleaders	-----	4%
F.H.A.	-----	4%

% of base salary for experience in that sport. Teachers new to the system not to exceed 6 years.

A.V. Director \$480.00 and 40 additional hours at ~~\$4.00~~^{44.50} per hr.

Adult classroom hours and drivers' education at a minimum of \$4.50 per hour.

Band	-----	9%
School plays	-----	\$200.00 min.
School paper	-----	\$150.00 min.
Yearbook	-----	\$200.00 min.

Class sponsors

12	.....	\$200.00 min.
11	.....	300.00 min.
10	.....	100.00 min.
9	.....	100.00 min.
8	.....	50.00 min.
7	.....	50.00 min.

Vocational Agriculture teacher to be placed on regular salary schedule. Extended salary for the year shall be paid on a prorated basis from regular salary schedule.

Teachers substituting for another will be paid ^{44.50}~~5.00~~ per classroom hour.

The Board retains the prerogative of filling the above positions.

ARTICLE XXI

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1969 and shall continue in effect for two (2) years until the 30th day of June 1971.

Board of Education

Jonesville Education Association

J. C. Drake
J. C. Drake

Elsie Duryea
Elsie Duryea

William Adams
William Adams

Dana Lunger
Dana Lunger

Gerald Fish
Gerald Fish

Terry Fleetham
Terry Fleetham

Ross Cox
Ross Cox

Lorna Amsbaugh
Lorna Amsbaugh

Norma Lovejoy
Norma Lovejoy