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OFFICE OF  
PROFESSIONAL NEGOTIATIONS

PROFESSIONAL NEGOTIATIONS AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

OF

THE CARO COMMUNITY SCHOOLS

AND

THE CARO EDUCATION ASSOCIATION

*Caro*

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JULY 1, 1968

*2. Yes  
3. June 30, 1969  
4. No  
5. No*



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PROFESSIONAL NEGOTIATIONS AGREEMENT

between

THE BOARD OF EDUCATION

of

THE CARO COMMUNITY SCHOOLS

and

THE CARO EDUCATION ASSOCIATION

This Agreement entered into this 1st day of July, 1968, by and between the Board of Education of Caro Community Schools, Caro, Michigan, hereinafter called the "Board" and the Caro 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 Caro Community Schools is their mutual aim and that the character of such education is greatly influenced by 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 education standards, and

WHEREAS the Association recognizes that the Board, under law, has the final responsibility for establishing policies for the district and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

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

In consideration of the following mutual covenants, it is hereby agreed as follows:



## ARTICLE I

### Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certificated personnel under yearly contract by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel, including the Superintendent, Principals, Transportation Director, Directors of Federal Programs, and office, clerical, cafeteria, maintenance, and transportation employees. The term "teacher", when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. 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 not inconsistent with the terms of this Agreement.

C. Within thirty (30) days of the beginning of their employment hereunder, Association members may sign and deliver to the Board, an assignment authorizing deduction of membership dues or assessments of the Association in ten (10) equal payments, starting with the second pay in September. Such sum shall be deducted as dues from the regular salaries of all such teachers and remitted to the membership chairman of the Association. After the initial dues assignment authorization is delivered to the Board of Education, subsequent deductions for Association dues will be made automatically each year thereafter as long as the teacher remains as an employee of the Board. The Association will be responsible for making a master billing procedure available to the Board of Education, and will make any necessary additions or deletions to the master list as may be required. All "continuing membership" deductions will be made in ten (10) equal payments beginning with the second pay in September.

D. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he may have under the Michigan General School Laws.



E. The Association agrees that the Board will not be held responsible for any sums improperly checked off and remitted to the teachers' organization, plus any costs, including Attorney fees incurred by the Board in connection therewith, unless the Board willfully or negligently remits such sums contrary to the authorization of a teacher.

## ARTICLE II

### Teacher Rights      -      Board Rights

A. The Board and the Caro Education Association agree to abide by Act 379 of the Public Acts 1965 and to all the applicable laws and statutes pertaining to teachers' rights and responsibilities. The Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law. The Board and the Caro Education Association agree to the Board of Education Policies and Procedures unless otherwise altered by specific conditions within this contract.

B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the grievance procedure provisions of this Agreement, and the Board agrees to be bound by any lawful order or award thereof.

C. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off school premises.

D. Prior to 6:00 p.m., the Association and its members may use school building facilities without cost on school days for meetings. The principal of the building in question, will be notified 24 hours in advance of the time and place of all such meetings, and he will designate the room or rooms to be used. All requests for building use after 6:00 p.m. and on weekends, shall conform to Board policies, except that the Association shall be exempt from room rentals. Association meetings shall not be held during regularly scheduled school hours.

E. The Association may distribute materials through teachers' mailboxes and bulletin boards that are located in teachers' lounges. Materials posted must be official organization materials, and must not involve students in organizational affairs.



F. The Board agrees to furnish, to the Association, information which is pertinent to collective bargaining. The information required must be specified in writing, and must give the purpose for which it is intended. Original records are to be examined only at the office of the Superintendent. The Association agrees to reimburse the Board for extra expense incurred in furnishing information or making records available.

G. 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 during said employees working hours.
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 non-teaching activities, and the terms and conditions of employment.

H. When funds received from all revenue sources fall short of the amount required to continue the then existing programs at the same level, the Board of Education shall make whatever reductions are necessary to assume a balanced budget.

Program reductions, elimination of staff positions, and any other action required to balance the school district budget shall be the sole responsibility of the Board of Education.

Should program reductions and elimination of staff positions become a necessity, the following procedures will be observed:



(1) Proposed program reductions will be discussed by a joint Board-Association Committee.

(2) Vacancies existing when program reductions seem necessary will not be filled by new teachers.

(3) Any teacher on permanent tenure, whose services are terminated because of a necessary reduction in personnel, shall be appointed to the first vacancy in the school district for which he is certified and qualified.

The exercise of the foregoing powers, right, 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 III

#### Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedules A-1, A-2, A-3, & A-4 which are attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement, provided, however, that upon written notice to the other party at least sixty (60) days prior to the first day of April of every year of this Agreement, either party may request the re-opening of negotiation of such salary schedule.

B. The salary schedule is based upon the teaching day, load, and year as described in Articles IV and V of this Agreement. Whenever a teacher is requested to serve in a replacement, relief, or special duty capacity, such extra time (hourly basis) shall be noted by the Supervising Principal. Prior to the last pay in June, an accounting of all such extra service time shall be made. All such time served in excess of three (3) hours shall be paid at an hourly rate equal to \$1,200.00 divided by the actual number of attendance days. Principals will avoid all such special duty whenever possible. Teachers may elect to relieve another teacher for special occasions without a time accounting whenever such an



arrangement is mutually agreed upon, and the principal or some other designated person is notified in advance.

C. When a teacher's absences from work are not covered by the applicable sections of Article IX (sick leave) or Article X (leave of absence), deductions from said teacher's salary shall be made according to the following formula:

Step I

Total contracted wage divided by the actual number of teacher work days\* equals average daily rate.

Step II

Average daily rate multiplied by the number of days absent equals total deduction to be made.

SAMPLE: Contracted salary \$18,500.00  
Number of teacher days 185  
Daily rate: 18,500 divided by 185 equals \$100.00  
Number of days absent: 4  
Deduction: 4 x \$100.00 equals \$400.00

\*Teacher work days shall include all days students are in attendance, snow days, and all other days that teachers are required to be in attendance by the Caro Board of Education. Specifically excluded are holidays, vacations, conferences called by the M.E.A., A.F.T., or any organization other than the Caro Board of Education, days lost by teachers due to work stoppages, failure to report, or teacher strikes.

\*\*Snow days shall be counted as a work day, and shall not be deducted from the teacher's total work-day credit.

D. Paychecks will be placed in teachers' mailboxes by 3:15 p.m. of each designated pay day.

ARTICLE IV

Teaching Hours and Teaching Assignments

A. The starting time and dismissal time for students shall be as follows:

1. Elementary Schools - 8:30 a.m. - 3:15 p.m.
2. Secondary Schools\* - 8:30 a.m. - 3:15 p.m.

\*The term "secondary" shall include both Junior and Senior High Schools.

The above times shall be waived if financing or enrollment problems require split sessions or time changes.

B. Hours of Kindergarten teachers shall be fixed by the principal at the beginning of each semester, but shall in no event be longer than the foregoing.

C. The regular secondary school teacher's work day will begin fifteen (15) minutes before the aforesaid starting times and will end fifteen (15) minutes after the aforesaid dismissal times. The regular elementary teacher's work day will begin fifteen (15) minutes before the aforesaid starting times and will end fifteen (15) minutes after aforesaid dismissal times.

D. The teacher's work year will not exceed 190 scheduled work days. Scheduled work days will include those days when pupils are in attendance; orientation days at the beginning of the school year for all teachers; Institute days authorized by the Department of Education; conference and curriculum days; record days which may occur at mid-year and/or the close of the school year; and any other days on which teachers' attendance is required. In no case shall the scheduled instruction days be less than 180, regardless of school starting or ending dates previously established.

The professional study committee will prepare suggested school calendars. The said calendars will include such items as legal holidays, vacations, record-keeping days, etc.

E. Teachers may be required to remain after the end of the regular work day without additional compensation, for up to one and one-half (1-1/2) hours, no more than twice a month, to attend meetings called by the school principal or superintendent. Teachers may be required to attend up to two (2) evening meetings each semester. Attendance at all other evening meetings will be at the option of the individual teacher.

F. Teachers shall have a duty-free lunch period of the following lengths:

1. Elementary Schools: one (1) hour
2. Secondary Schools: no less than thirty (30) minutes

The Secondary teachers will have, in addition to their lunch period, a preparation period (during which they will not be assigned to any other duties)



equal to one (1) class period for their class group. A class group shall constitute the area in which one spends the majority of his teaching time. Exception: Teachers with instructional responsibilities in both elementary and secondary programs shall receive a minimum of 45 minutes preparation time.

G. Since pupils are entitled to be taught by teachers who are working within their area of competence, assignments shall be within these areas of teacher competence, the teacher's certificate, or their major or minor fields of study, except temporarily and/or for good cause.

H. Secondary school teachers will not be required to teach more than two (2) subject areas. Wherever possible, teaching preparations will not exceed a total of three (3), provided however, that any teacher may elect to teach more than three (3) preparations if he or she so desires.

I. Teachers who will be affected by a change in grade assignment in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable. Such changes will be voluntary to the extent possible. Every effort will be made to avoid re-assigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

## ARTICLE V

### Class Size

A. Wherever feasible, under the circumstances (availability of facilities and financial resources), the maximum number of pupils per teacher as follows:

<u>Elementary</u>		
(1)	Kindergarten and 1st Grade .....	25 pupils
(2)	Elementary school grades:	
	2nd and 3rd .....	28 pupils
	4th through 6th .....	28 pupils
(3)	Special classes for the handicapped or mentally retarded .....	15 pupils

Secondary

English	)	
Social Studies	)	
General Education	)	
Mathematics	)	28 pupils
Science	)	
Language	)	
Business	)	
Typing		35 pupils
Industrial Arts	)	
Vocational Shops	)	
Drafting	)	
Agriculture	)	25 pupils
Homemaking	)	
Art	)	
Music		No Limit
Physical Education		40 pupils maximum
Block 7		20 pupils
Block 8		20 pupils
Study Hall		100 pupils
Journalism		25 pupils

ARTICLE VI

Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, music equipment and materials, current periodicals, standard texts and questionnaires, and similar materials are the tools of the teaching profession. Administrators and teachers will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained.



B. The Association agrees that there are certain quasi-clerical tasks which teachers shall be expected to perform. Examples of such tasks are: collecting of monies, distributing of milk, inventorying of books, typing tests, duplicating educational materials, operating audio-visual equipment, and supervising students outside the classroom. Every effort shall be made by the Board to minimize these tasks.

C. Teachers may drive a regularly scheduled bus run, but such bus runs will not be a part of their regularly assigned duties.

D. The Board shall make available in each school, a lounge and/or workstudy room for the teachers; smoking permissible. When practicable and possible, lavatory facilities for teacher use shall also be made available.

E. Telephone facilities shall be made available to teachers for appropriate school use and personal emergencies. Personal long distance calls are not to be made on school phones. All long distance calls for school purposes are to be recorded by the caller in the office of the building principal or superintendent.

F. Cafeteria facilities will be available to teachers during the regular student lunch periods. All teachers are required to pay the regular rates established for adult personnel.

G. Adequate parking facilities shall be made available to teachers.

H. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. Within the limits of professional behavior and generally accepted moral standards, the private and personal life of any teacher is not an appropriate matter for the concern or attention of the Board. Any decision made hereunder shall be made jointly by the Board and the Association.

I. The provisions of the 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.

J. The Board and the Association pledge themselves to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and to maintain full equality of educational opportunity to all pupils.

K. The teachers recognize that their responsibility to their students and profession requires that they perform duties beyond their regular classroom assignment. This includes supervision of extra-curricular activities and student functions, and may require time beyond the normal work day. Any decisions made hereunder shall be made jointly by the Board and the Association.

## ARTICLE VII

### Vacancies and Promotions

A. For the purposes of this Article, a promotion shall mean a change to an administrative or supervisory position, and a vacancy shall mean an opening occurring anywhere in the system.

B. During the school year, notices of all such vacancies and newly created positions shall be prominently posted in Teacher Study Centers and Principals' offices, in each school or department, for not less than ten (10) teaching days prior to the closing date for filing applications as soon as the vacancy or new position is determined to exist. No position shall be filled except in case of emergency and on a temporary basis until such vacancy shall have been posted for at least ten (10) teaching days. Notices of such vacancies and newly created positions shall include academic and experience requirements, personal skills, responsibilities of the position, the date the position is to be open, and instructions for filing application.

C. During a time when school is not in session, notices of all such vacancies and newly created positions shall be given, if possible, to all teachers who have previously expressed interest in such positions and who meet the qualifications thereof.

A teacher may apply for any open position for which they are qualified, at any time. Such application should be in writing, addressed to the superintendent of schools. Applications will be considered should such vacancy occur, either during the school year or during the summer. This application should be renewed annually.

D. In filling promotional vacancies to administrative positions, the Board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, of all applicants from within the school district, as well as applicants from outside the school district.



The parties recognize that, while the Board will continue to adhere to its policy of promotions from within its own teaching staff, the filling of vacancies of a promotional or administrative nature is a prerogative of the Board, and the decision of the Board will be final.

#### ARTICLE VIII

##### Transfers

A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.

B. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article VII.

C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status, shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

D. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not, in any case, assign or transfer a teacher without prior discussion with said teacher, and wherever possible this transfer will be voluntary.

#### ARTICLE IX

##### Sick Leave

A. Teachers shall be entitled to ten (10) sick-leave days each school year, as of the first official day of said school year, whether or not they report for duty on that day. Sick-leave days may be accumulated from year to year, with no maximum limit. Those teachers on twelve (12) months contract shall receive thirteen (13) days sick-leave with unlimited accumulation.

B. Upon the recommendation of the superintendent, the Board may require a teacher to submit to physical or mental examinations by appropriate specialists to determine whether involuntary sick-leave is warranted. Such requested examinations will be at the Board's expense. The teacher shall have the right to be

examined by his own physician at the teacher's expense, and the Board can make an additional request for an examination by an independent physician.

C. In the event of absence of a teacher for illness, in excess of five (5) consecutive working days, the Board may require an examination by an independent physician; such examination to be at the Board's expense.

D. In addition to personal illness or injury, sick-leave may be utilized for the following purposes:

1. One (1) day when emergency illness or injury in the family requires a teacher to make arrangements for necessary medical and nursing care.
2. A maximum of five (5) days per school year for a death in the immediate family or household. Further death leave may be granted at the discretion of the superintendent.
3. A maximum of five (5) days per school year for a critical illness in the immediate family.
4. A maximum of ten (10) days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the Michigan National Guard, provided such obligations cannot be fulfilled on days when school is not in session.
5. A maximum of three (3) days per school year may be used for emergency or catastrophe. Permission for such leave must be obtained from the superintendent's office through the principal involved.

Examples of such are:

- a. Emergencies, catastrophe, fire, accident, pallbearer.
- b. Marriage or graduation of a member of immediate family, or of the employee himself.
- c. Required court appearances involving no moral turpitude on the part of the employee, and for which there is no monetary compensation. Total compensation shall be equal to 100% of the teacher's salary.
- d. Child born to wife.
- e. Immediate member of family leaving for service.



f. Religious holidays when schools are in session.

(Immediate family shall be considered to include:

father, mother, son, daughter, brother, sister, husband, wife, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, and relatives living in the same household.)

6. Three (3) days for personal business. Such days shall not immediately precede nor follow any vacation period, or scheduled teachers' meeting or conference.

7. Any other reason approved in advance by the superintendent.

E. Each teacher shall be given an accounting of the unused portion of his accumulated sick-leave at the end of each fiscal year.

#### ARTICLE X

##### Leave of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence, without pay, for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position unless circumstances have so changed as to make it impossible or unreasonable to do so. No salary increment will be allowed.

B. Leaves of absence with pay, not chargeable against the teacher's allowance may be granted for the following reasons:

1. Approved visitation at other schools or for attending educational conferences or conventions. Limit of two (2) days per teacher per year, except by special arrangement with the superintendent.
2. One (1) day per year for personal business. Such day shall not immediately precede nor follow any vacation period, or regularly scheduled teachers' meeting or conference.
3. All requests for conference or personal leave must be made in writing, to the building principal, at least forty-eight (48) hours prior to the time such leave is desired. All such leaves will be granted subject to:
  - a. The availability of substitutes or other employee assistance.

- b. The consideration of building situations which might be created by granting several concurrent or consecutive leaves.
- c. The possible effect on specially scheduled programs or curricular activities.
- d. The number of conference or personal leave days previously granted.

C. Leaves of absence may be granted to tenure teachers upon application, for the following purposes:

- 1. Study related to the teacher's license field.
- 2. Study to meet eligibility requirements for a license other than that held by the teacher.
- 3. Study, research, or special teaching assignment, involving probable advantage to the school system.

This leave shall be without salary and shall not exceed a period of one (1) year. The regular salary increment occurring during such period shall be allowed, providing the teacher requesting the leave shall give a definite assurance that he intends to return to the employ of the Board at the termination of the leave. Re-assignment shall be subject to the provisions as set forth in Article X, Section A.

D. A maternity leave shall be granted without pay, commencing at a time designated by the attending physician. The teacher may be entitled to return from such leave within one (1) year, subject to the provisions of Article X, Section A. The request for leave of absence shall be filed not more than two (2) months after pregnancy is determined. No salary increment will be allowed.

E. Tenure teachers who have been elected as President or Secretary of the NEA or MEA, upon proper application to the Board, may be granted a leave of absence for the purpose of performing duties for the Association for a period of one (1) year, with pay, provided the State or National Association agrees to reimburse the local Board for this person's salary so that he may continue to be on local payroll. Teachers given leaves of absence shall receive credit toward annual salary increment.

F. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States, as described in the Michigan School Code (Section 388.421, 388.422).



G. The Board shall grant a leave of absence without pay, to any teacher, to campaign for, or serve in, a public office. Any teacher taking leave under the provisions of this section, shall be subject to the re-employment conditions as set forth in Article X, Section A.

H. Tenure teachers may elect to take leave without pay for a period not to exceed five (5) days per year. Applications for such leave must be filed with the supervising principal at least fourteen (14) days in advance.

## ARTICLE XI

### Retirement

Teachers who reach the age of fifty-five (55) are eligible to retire under the Michigan Retirement Law. Teachers planning to retire will submit, to the Board, a written notice of intention to retire at least sixty (60) calendar days prior to the date of retirement.

- A. Mandatory retirement age will be sixty-five (65) years of age.
- B. Teachers on tenure, who will reach the age of sixty-five (65) on or before July 1 of the then-current year, who desire to remain in the system, will submit to the Board, a written request for continuation of employment, not later than March 1 of that year. The Board may require either a written statement from the teacher's personal physician or a physical examination of such employee by an appropriate specialist; such examination to be at the Board's expense. Failure by the teacher to submit a written request for continued employment shall be interpreted as notification of intent to retire. The Board shall act on all requests for continued employment on or before June 1 of each year.
- C. Contracts may be issued on a one (1) year basis to teachers beyond age sixty-five (65). Teachers employed on the one (1) year contract basis, after age sixty-five (65), shall be granted a maximum of twenty (20) days sick-leave per year. All sick-leave accumulated to age sixty-five (65) on previous contracts shall be surrendered.

## ARTICLE XII

### Insurance Protection

- A. The Board of Education will make deductions from teachers' salaries for

hospitalization, medical, and surgical protection for the teacher and his immediate family, under the current Blue Cross-Blue Shield Insurance Plan. However, the Board of Education shall make authorized deductions from teachers' salaries and pay all such monies to the M.E.A. for the purpose of paying insurance premiums to the selected M.E.A. Plan.

B. Beginning with the 1968-69 fiscal year, the Board will pay \$5.00 per month, per teacher, for health insurance coverage. This amount may, at the teacher's option, be applied to either of the following:

1. Individual or Family Blue Cross-Blue Shield.
2. Individual or Family M.E.A. Basic and Major Medical, M.E.A. Income and Life Protection, or M.E.A. Dental Care Plan.

C. If two (2) or more teachers belong to a single family unit, and are eligible for coverage under the same policy, each may, at his option, have all or any part of his \$5.00 applied to the cost of a single policy covering said family unit.

### ARTICLE XIII

#### Teacher Evaluation

A. Probationary teachers will be evaluated at least two (2) times during each year, and tenure teachers may be evaluated at least once during each year, by their principal. A written report shall be completed and signed by the principal and the teacher. A copy of the report shall be given to the teacher upon request. A teacher may submit his own evaluation if he does not agree with the principal's evaluation. Both evaluations are to be placed in the teacher's personnel file. A teacher may also confer with the superintendent regarding his evaluation.

B. Each teacher may review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information, such as confidential credentials and related personal references obtained at the time of initial employment are specifically exempted from such review. The



administrator will remove such credentials and confidential reports from the file, prior to the review of the file by the teacher.

#### ARTICLE XIV

##### Professional Behavior

A. Teachers are expected to comply with the 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.

B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession. (The Code of Ethics is reproduced as Schedule B, and attached to this contract.)

C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, wilful deficiencies in professional performance, or other violations of discipline by a teacher, reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to assist the administration with the correction of breaches of professional behavior by any teacher and, in appropriate cases, will join with the Board to institute proceedings against the offending teacher.

D. A teacher shall at all times be entitled to have present, a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, without just cause. Any discipline that is not without just cause; any reprimand or reduction in rank;

compensation or advantage, including adverse evaluation of teacher performance, asserted by the Board or representative thereof, shall be subject to a grievance procedure. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

F. Discipline of teachers shall be subject to the grievance procedure, provided, however, that: (1) as to probationary teachers, the Board may give such notices of unsatisfactory work, and such other notices as shall be required or permitted by the Michigan Tenure of Teachers Act during the pendency of any grievance, and (2) as to teachers on tenure or continuing contracts, pending grievances shall be dismissed upon the filing of written charges under the Michigan Tenure of Teachers Act. The Tenure Act shall thereafter govern all proceedings against the teacher.

#### ARTICLE XV

##### Protection of Teachers

A. 1. Any case of alleged assault upon a teacher which had its inception in a school centered problem will be promptly reported to the Board or its designated representative. If the alleged assault was by a pupil, the assaulting pupil will be immediately suspended. The alleged assault will be promptly investigated by the principal or his designated representative and the appropriate administrator, or his designated representative. These two (2) persons and the superintendent shall recommend a suitable punishment for the assaulting pupil (s) to the Board of Education. The Board's decision will be communicated to the teacher concerned. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with the established Board policy.

2. If the assault is by an adult person who is not a pupil, an administrative officer of the Board and the teacher will promptly report the incident to the proper law enforcement authorities.

3. In either case, (pupil or non-pupil adult), the Board will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement, legal, and medical authorities.



B. During the term of this Agreement, the Board will continue in effect, its present insurance liability coverage for teacher.

#### ARTICLE XVI

##### Professional Qualifications

A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, and a provisional or permanent certificate; provided, a satisfactory teacher with the prescribed credentials is available at the time of hiring.

B. No substitute teacher will be hired by the Board who does not meet the requirements of the ninety-day (90) certificate.

#### ARTICLE XVII

##### Negotiation Procedures

A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

All conditions of employment and general working conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

B. Beginning not later than March 1, of the calendar year in which this Agreement expires, the Caro Education Association and the Board agree to negotiate over a Successor Agreement in accordance with the procedures set forth herein in a good-faith effort to reach Agreement concerning teachers' salaries

and all other conditions of their employment. Any Agreement so negotiated shall apply to all teachers, and shall be reduced to writing and signed by the Board and the Caro Education Association.

C. In any negotiations described in the Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the negotiations described in this Article have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 will be followed.

E. All Agreements are tentative until final Agreement is reached on the complete contract. Tentative Agreements shall be duplicated, dated, and initialed by the chairman of each party.

F. Each party shall have a spokesman present for each meeting.

G. Each party may keep its own minutes of the negotiation proceedings. No electronic recording devices shall be used to record negotiation discussions.

H. Either party may caucus at any time.

I. The parties to this Agreement will notify each other, in writing, of names of those who are to represent them in the administration of this Agreement and those who have the authority to negotiate for them when that is appropriate.

#### ARTICLE XVIII

##### Professional Grievance Negotiation Procedure

###### A. Definitions:

1. A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of a teacher or group of teachers and/or arising from the language of the Agreement or an alleged breach thereof.



It is expressly understood that a claim based upon an event or condition which does not affect the welfare or conditions of employment of a member of the C.E.A. will not constitute a grievance.

2. The "aggrieved person" is the person or persons making the claim.

3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.

4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.

5. The term "days" shall mean calendar days.

B. Purpose:

The primary purpose of the procedure is to secure at lowest level possible, equitable solutions to the grievances of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. Structure:

1. There shall be one or more Association representatives (Building Representatives) for each school building to be selected in a manner determined by the Association.

2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative and which shall serve as the Association grievance committee. In the event that any Association Representative or any member of the PR & R Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.

3. The Building Principal shall be the administrative representative when the particular grievance arises in that building.

D. Procedure:

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practicable.

1. Level One

A teacher with a grievance shall discuss it with his immediate supervisor or principal; individually; together with his Association Representative; or through the Association Representative.

2. Level Two

- (a) In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing, with the Association's PR & R Committee. The Association Representative will assist in writing the grievance.
- (b) Within five (5) days of receipt of the grievance, the PR & R Committee shall decide whether or not there is a legitimate grievance. If the Committee decides that no grievance exists, and so notifies the claimant, the teacher may continue to process his claim without Association support. If the Committee decides there is a legitimate grievance, it shall immediately process the claim with the superintendent of schools. Within ten (10) days from receipt of the grievance by the superintendent, he shall render a decision as to the solution.

3. Level Three

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from date of receipt of grievance by the superintendent, he may refer the grievance through the PR & R Committee, to the Board of Education's Review Committee. This committee shall be composed solely of members of the Board of Education. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall meet with the Association's Negotiating Team for the purpose of arriving at a



mutually satisfactory solution to the grievance problem. A decision shall be rendered within ten (10) days.

4. Level Four

- (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after he has first met with the Board Committee, he may, within five (5) school days after a decision by the Board, or fifteen (15) school days after he has first met with the Board Committee, (whichever is sooner), request in writing, to the Chairman of the PR & R Committee to submit his grievance to arbitration. If the PR & R Committee determines that the grievance is meritorious, that it arises from the language of this Agreement or an alleged breach thereof, and that submitting it to arbitration is in the best interest of the Caro School System, it may, by written notice to the Board, submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person. Grievances which do not arise from the language of this Agreement or an alleged breach thereof, may be processed through Level Three, but will not be arbitrable.
- (b) Within ten (10) school days after such written notice of submission to arbitration, the Board Committee and the PR & R Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- (c) The arbitrator so selected will confer with representatives of the district and the PR & R Committee and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are

submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. Arbitration of grievances arising from the language of this Agreement or an alleged breach thereof, will be final and binding.

E. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event, be represented by an officer, agent, or other representative of any organization other than the Association. Provided, further, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance processing.

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. However, if in the judgment of the Association Representative or the PR & R Committee, the grievance affects a group of teachers, the PR & R Committee may process the grievance at the appropriate level.
2. The grievance discussed and the decision rendered at level One can be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants and shall not be included in and/or forwarded with the individual's personal file when leaving the system.



5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared and given appropriate distribution by the superintendent so as to facilitate operation of the grievance procedure.
6. Access shall be made available only on items pertaining to the grievance, to parties, places, and records for information necessary to determine and process the grievance.
7. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
8. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and state, in writing, immediately upon arrival, the purpose of the visit.
9. Any expenses arising out of the implementation of the grievance procedures as set forth in this Agreement shall be split on a 50-50 basis by the Association and the Board of Education, including per diem expenses and actual and necessary travel and subsistence expenses.
10. All grievances must be stated in writing, and include the nature of the grievance, the article and section allegedly violated, the remedy requested and signed by the teacher.
11. If a teacher does not file a grievance in writing with the principal or other designated Board representative within sixty (60) days after the occurrence, then the grievance shall be considered as waived.
12. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:
  - (a) The termination of services of or failure to re-employ any probationary teacher.
  - (b) The placing of a non-tenure teacher on a third year of probation.

- (c) Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers' Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 of Michigan as amended.)
13. It shall be the general practice of all parties in interest, to process grievance procedures during times which do not interfere with assigned duties--providing, however, in the event it is agreed by the Board to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.
14. Any individual employee, at any time, may present grievances to his employer and have the grievances adjusted without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or Agreement then in effect. The employee may request that the bargaining representative be given the opportunity to be present at such adjustment.
15. Back pay adjustments are limited to the date the alleged grievance was filed in writing. Pay adjustments are limited to the amount of earnings actually lost, with deduction of all sums earned, or which by the exercise of reasonable diligence could have been earned during the back pay period.

#### ARTICLE XIX

##### Professional Study Committee

A. There is hereby established a permanent "Professional Study Committee" (PSC) composed of eight (8) members, four (4) of whom shall be teachers selected by the Association, and four (4) of whom shall be appointed by the Board.

B. The PSC shall meet at least once each month to discuss and study subjects mutually agreed upon relating to the school system.



C. The PSC is empowered to appoint subcommittees composed of teachers and administrators to study and report upon any mutually agreed upon subjects.

D. All reports of the PSC or its subcommittees, including their recommendations, shall be submitted in writing to all members of the PSC.

E. Subjects of study by subcommittees shall include but not be limited to:

(1) Student discipline policy

(2) Development of curriculum

Upon completion of its study and report on the subject assigned to it, each subcommittee shall be considered dissolved, and once dissolved, shall not be re-activated except by mutual consent of the members of the PSC.

F. The parties agree that the PSC and its subcommittees serve in an advisory capacity only, and that the failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance.

G. The clerical expenses of the PSC and its subcommittees shall be borne by the Board.

## ARTICLE XX

### Miscellaneous Provisions

A. Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to make whatever arrangements that are required.

B. The Board will not use a polygraph or lie detector device in any investigation of any teacher.

C. Association members shall conform to established Board policies, regulations, and requirements not contrary to this Agreement.

## ARTICLE XXI

### Matters Contrary to Agreement

A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall

likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established personnel policies of the Board affecting teachers.

B. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

#### ARTICLE XXII

##### Agreements Contrary to Law

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law. But, all other provisions or applications shall continue in full force and effect.

#### ARTICLE XXIII

##### Strike Prohibition

A. During the term of this Agreement, neither the Association nor any persons acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or wilful absence of a teacher from his position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the teacher's duties of employment) for any purpose whatsoever.

B. Nothing contained in this Article will be construed as a waiver of any rights the Association or its members may have under Act 379 of the Michigan Public Acts of 1965 or which are otherwise provided by law.

#### ARTICLE XXIV

##### Duration of Agreement

This Agreement and all of its provisions (subject to any provisions hereof which are expressly stated to become effective at a later date) shall become



SUPPLEMENT TO PAGE 29 - ARTICLE XXI

C. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties, in written and signed amendment to this Agreement.



effective July 1, 1968. Notwithstanding the foregoing, however, this Agreement shall not become effective unless and until it is:

Ratified by a majority of the members of the Association, voting at a meeting duly called for such purpose; and

Approved by the Board of Education of the Caro Community School System by resolution duly adopted.

This Agreement shall continue in full force and effect to and including June 30, 1969.

IN WITNESS WHEREOF, the parties have executed this Agreement' by their duly authorized representatives the day and year first above written.

Board of Education  
Caro Community School System  
Tuscola County, Michigan

By:

Lee E. McComb

President

Lucille Johnson

Secretary

Caro Education Association

By:

Burton L. Cook

President, Negotiator

William L. Miklow

President-elect, Negotiator

Fran Freulle

Negotiator

Negotiator



SCHEDULE A - 1

CARO COMMUNITY SCHOOLS

SALARY SCHEDULE

1968 - 69

	<u>B.S.</u>	<u>B.S.+10</u>	<u>B.S.+20</u>	<u>M.A.</u>	<u>M.A.+10</u>	<u>M.A.+20</u>	<u>M.A.+30</u>	<u>ED. SP.</u>
0	6400	6500	6600	6800	6900	7000	7100	7300
1	6629	6733	6837	7044	7147	7251	7355	7562
2	6867	6974	7082	7297	7403	7511	7619	7833
3	7113	7224	7336	7559	7668	7780	7892	8114
4	7368	7483	7599	7830	7943	8059	8175	8405
5	7632	7751	7871	8111	8228	8348	8468	8706
6	7906	8029	8153	8402	8523	8647	8772	9018
7	8190	8317	8445	8703	8829	8957	9086	9341
8	8483	8615	8748	9015	9146	9278	9412	9676
9	8787	8924	9062	9338	9474	9611	9749	10023
10	9102	9244	9387	9673	9814	9956	10099	10382

SCHEDULE A - 2

NON-DEGREE TEACHERS' SALARY SCHEDULE

<u>YEARS OF EXPERIENCE</u>	<u>CLASS I NO DEGREE 60 - 80 HRS.</u>	<u>CLASS II NO DEGREE 81 - 100 HRS.</u>	<u>CLASS III NO DEGREE 100 HOURS &amp; UP</u>
0	5272	5415	5556
1	5461	5609	5755
2	5657	5810	5961
3	5860	6018	6175
4	6070	6234	6396
5	6288	6457	6625
6	6513	6688	6863
7	6746	6928	7109
8	6988	7177	7364
9	7239	7434	7628
10	7499	7701	7901

1. Maximum raise in one (1) year; Each teacher will be placed on their proper step on the salary schedule according to his training and experience.
2. Maximum allowance for experience outside the Caro System: 10 years.
3. Maximum salary, non-degree teacher: \$7901.00, regardless of experience.
4. Teachers will be placed on the salary schedule for the entire year according to the hours and experience as of the opening day of school. Non-degree teachers will not move up on the salary schedule during the then current school year. Teachers starting a school year as a non-degree person will be considered non-degree, for salary purposes, for the entire school year.



# SCHEDULE A-3

## ALLOWANCES FOR EXTRA-CURRICULAR WORK

<u>ACTIVITY</u>	<u>VARSITY</u>	<u>VARSITY ASSISTANT</u>	<u>JR. VARSITY</u>	<u>FRESHMAN</u>	<u>JR. HIGH</u>	<u>ELEM.</u>
FOOTBALL	\$700	\$500	\$475	\$450	\$175	\$120
BASKETBALL	700		475	450	175	120
BASEBALL	580		375		175	
TRACK	500	325	300		175	
WRESTLING	400					
CROSS COUNTRY	250					
GOLF	200	(Golf Coach pays own membership fee)				
SKIING	75					
EXTRA CLASS	1,200					
SPECIAL ED.	400					
DEBATE	225					
PLAYS (each)	150					
G.A.A.	150					
CHEERLEADING	300					
SCHOOL PAPER	250					
YEARBOOK	250					
ATHLETIC DIRECTOR	700					
VOCAL MUSIC	600					
INSTRUMENTAL MUSIC	800					
F.F.A.	175					
F.H.A.	150					
GUIDANCE	425					
DIRECTOR OF ADULT EDUCATION	350					
SUMMER DRIVER TRAINING .....	\$4.50 per hour - behind the wheel					
	\$6.50 per hour - class room instruction					
ADULT EDUCATION .....	\$6.75 per class hour					
TICKET SELLERS .....	\$7.50 per night (6:30 p.m. to 10:00 p.m.)					
	Tournaments at a Special Rate					

SCHEDULE A-4

Basic Conditions of Salary Schedule

1. Maximum raise in one (1) year: 3.585% of base salary
2. Amount of yearly increment: 3.585% of base salary
3. Number of increments: 10
4. Maximum allowance for experience in other schools: 10 years. Teachers who have fractions of experience equaling one-half (1/2) year or over will be placed on the next higher step.
5. An additional allowance will be granted upon the completion of ten (10) semester hours of Graduate Work beyond the Bachelor Degree, and twenty (20) additional semester hours. All work must be completed on an approved Masters program or in the teacher's major field of work. Evidence of work completed and/or proof of acceptance to a Graduate School must be presented before any allowance under this section will be paid.
6. An additional allowance will be granted upon the completion of ten (10) semester hours of Graduate Work beyond the Masters Degree and for twenty (20) additional semester hours. All work must be completed on an approved Educational Specialist program, or in the teacher's major field of work. Evidence of work completed must be presented before any salary adjustment is made. Proof of acceptance to an approved advanced Graduate program and/or transcripts of earned credit must be presented.
7. Military service credit:
  - (a) One (1) year allowed for teachers with no experience.
  - (b) One (1) year allowed for each year of military service for those entering military service after teaching experience.
  - (c) Maximum military service allowance: two (2) years.
8. All salary adjustments will be made on a semester basis only. Teachers earning enough credits to place on a higher schedule during the contract year, will be adjusted at the beginning of the next succeeding semester.



SCHEDULE B  
CODE OF ETHICS

Preamble

We, professional educators of the United States of America, affirm our belief in the worth and dignity of man. We recognize the supreme importance of the pursuit of truth, the encouragement of scholarship, and the promotion of democratic citizenship. We regard as essential to these goals, the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. We affirm and accept our responsibility to practice our profession according to the highest ethical standards.

We acknowledge the magnitude of the profession we have chosen, and engage ourselves, individually and collectively, to judge our colleagues and to be judged by them in accordance with the applicable provisions of this code.

PRINCIPLE I

Commitment to the Student

We measure success by the progress of each student toward achievement of his maximum potential. We therefore work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. We recognize the importance of cooperative relationships with other community institutions, especially the home.

In fulfilling our obligations to the student, we--

1. Deal justly and considerately with each student.
2. Encourage the student to study varying points of view and respect his right to form his own judgment.
3. Withhold confidential information about a student or his home unless we deem that its release serves professional purposes, benefits the student, or is required by law.
4. Make discreet use of available information about the student.
5. Conduct conferences with or concerning students in an appropriate place and manner.

6. Refrain from commenting unprofessionally about a student or his home.
7. Avoid exploiting our professional relationship with any student.
8. Tutor only in accordance with officially approved policies.
9. Inform appropriate individuals and agencies of the student's educational needs and assist in providing an understanding of his educational experiences.
10. Seek constantly to improve learning facilities and opportunities.

## PRINCIPLE II

### Commitment to the Community

We believe that patriotism in its highest form requires dedication to the principles of our democratic heritage. We share with all other citizens, the responsibility for the development of sound public policy. As educators, we are particularly accountable for participating in the development of educational programs and policies and for interpreting them to the public.

In fulfilling our obligations to the community, we--

1. Share the responsibility for improving the educational opportunities for all.
2. Recognize that each educational institution may have a person authorized to interpret its official policies.
3. Acknowledge the right and responsibility of the public to participate in the formulation of educational policy.
4. Evaluate through appropriate professional procedures, conditions within a district or institution of learning, make known serious deficiencies, and take any action deemed necessary and proper.
5. Use educational facilities for intended purposes consistent with applicable policy, law, and regulation.
6. Assume full political and citizenship responsibilities, but refrain from exploiting the institutional privileges of our professional positions to promote political candidates or partisan activities.
7. Protect the educational program against undesirable infringement.



PRINCIPLE III

Commitment to the Profession

We believe that the quality of the services of the education profession directly influences the future of the nation and its citizens. We therefore exert every effort to raise educational standards, to improve our service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, we contribute actively to the support, planning, and programs of our professional organizations.

In fulfilling our obligations to the profession, we--

1. Recognize that a profession must accept responsibility for the conduct of its members and understand that our own conduct may be regarded as representative.
2. Participate and conduct ourselves in a responsible manner in the development and implementation of policies affecting education.
3. Cooperate in the selective recruitment of prospective teachers and in the orientation of student teachers, interns, and those colleagues new to their positions.
4. Accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities, and support them when unjustly accused or mistreated.
5. Refrain from assigning professional duties to non-professional personnel when such assignment is not in the best interest of the student.
6. Provide, upon request, a statement of specific reason for administrative recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Refrain from exerting undue influence based on the authority of our positions in the determination of professional decisions by colleagues.
8. Keep the trust under which confidential information is exchanged.
9. Make appropriate use of time granted for professional purposes.
10. Interpret and use the writing of others and the findings of educational research with intellectual honesty.

11. Maintain our integrity when dissenting by basing our public criticism of education on valid assumptions as established by careful evaluation of facts or hypotheses.
12. Represent honestly our professional qualifications and identify ourselves only with reputable educational institutions.
13. Respond accurately to requests for evaluations of colleagues seeking professional positions.
14. Provide applicants seeking information about a position with an honest description of the assignment, the conditions of work, and related matters.

#### PRINCIPLE IV

##### Commitment to Professional Employment Practices

We regard the employment agreement as a solemn pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. Sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect.

In fulfilling our obligations to professional employment practices, we--

1. Apply for or offer a position on the basis of professional and legal qualifications.
2. Apply for a specific position only when it is known to be vacant and refrain from such practices as underbidding or commenting adversely about other candidates.
3. Fill no vacancy except where the terms, conditions, policies, and practices permit the exercise of our professional judgment and skill, and where a climate conducive to professional service exists.
4. Adhere to the conditions of a contract or to the terms of an appointment until either has been terminated legally or by mutual consent.
5. Give prompt notice of any change in availability of service, in status of applications, or in change in position.
6. Conduct professional business through the recognized educational and professional channels.
7. Accept no gratuities or gifts of significance that might influence our judgment in the exercise of our professional duties.
8. Engage in no outside employment that will impair the effectiveness of our professional service and permit no commercial exploitation of our professional position.