

Comstock Park 9.

1971-72

Kent Co.



Comstock Park Bldg Educ.

M.E.A.

1216 KENDALE

E. Lans., Mi.

48824

MASTER CONTRACT

COMSTOCK PARK EDUCATION ASSOCIATION

COMSTOCK PARK BOARD OF EDUCATION

MEA-NEA UNISERV
NORTH KENT AREA OFFICE
3578 ALPINE AVE., N.W.
GRAND RAPIDS, MICHIGAN 4950

MEA-NEA UNISERV
NORTH KENT AREA OFFICE
3578 ALPINE AVE., N.W.
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MASTER CONTRACT

This agreement entered into this 1st. day of September, 1971 by and between the Comstock Park Board of Education, hereinafter called the Board, and the Comstock Park 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 Comstock Park is their mutual aim and that character of such education depends predominantly upon the quality and morale of the teaching service, and
- Whereas: The members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and
- Whereas: The 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 understanding 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 all current and pertinent legislation, for all professional personnel, hereinafter referred to as teachers, excluding the Superintendent of Schools and the Principals, employed by the Board.
- 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, provided that the Association has been given opportunity to be present at such adjustment.
- C. The Board, when authorized by the employee, shall deduct membership dues, representation benefit fees or assessments by the Association, excluding fines, from the regular salaries of all contracted teachers within 30 days of authorization and employment and remit monthly to respective organizations on a continuing year to year basis. The membership dues or representation benefit fees are equal to the combined dues of the NEA, MEA, and CPEA. The teacher shall have the option to pay in a lump sum.
- D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws and/or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

TEACHER RIGHTS

- A. Pursuant to all current and pertinent legislation, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection.
- B. The Board 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 provisions of this Agreement.
- C. The Board agrees to furnish to the Association in response to reasonable requests from time to time, all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and other such information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- D. The Association, with the approval of the superintendent or his designated representative, shall have the right to use school building facilities at all reasonable hours for meetings. Duplicating machinery shall be available for Association use. Materials used solely for the benefit of the organization shall be requested in writing prior to usage and be paid for by them. Materials used for the preparation of items of mutual and common use shall be provided without cost by the Board. Bulletin boards and other media of communication between schools shall be made available to the Association.
- E. Notwithstanding their employment, 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.
- F. The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.
- G. The Association is encouraged to express its opinions to the Board with respect to questions of finance, millage, construction programs, educational policy, and to other matters of common concern.

ARTICLE III

PROFESSIONAL COMPENSATION

- A. The salaries and other compensation of teachers covered by this Agreement are set forth in a schedule which is attached to and incorporated in this Agreement. Salaries shall be renegotiable in accordance with state law.
- B. The salary schedule is based on 185 working days, which shall include 180 attendance days based upon a minimum of 900 hours as defined by State Code. A calendar specifying all pertinent dates shall be attached to the Agreement. Working days shall include all attendance days and any days teachers are required to be in school. For extra work required by the Board not covered by the attached salary schedule, the teacher shall be entitled to additional compensation at an hourly rate found by dividing his per diem salary by six (6). Teachers shall not be required to be at school in excess of the 185 working days unless compensated as provided. In no case shall teachers be required to be at school before Labor Day except as specifically provided elsewhere in this Agreement. New personnel may be requested to attend an orientation meeting during the week preceding Labor Day.
- C. The Board shall close schools for vacations for at least one week each for the Christmas season and the Easter season.
- D. A teacher engaged during the school day in negotiating by Board request in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

ARTICLE IV

TEACHING HOURS

- A. The high school day shall be seven and one half ($7\frac{1}{2}$) hours, except as otherwise provided in this Agreement, which shall include one period of the regular class schedule to be set aside for a conference or preparation period. Teachers are expected to be on duty fifteen (15) minutes before and after the regular scheduled class day. Being on duty is defined as being in the classroom or engaging in preparation activities. Teachers shall have a thirty (30) minute duty free lunch period.
- B. The middle school day (6-7-8) shall be seven and one half ($7\frac{1}{2}$) hours, except as otherwise provided in this Agreement, which shall include one period of the regular class schedule to be set aside for a conference or preparation period. Teachers are expected to be on duty fifteen (15) minutes before and after the regular scheduled class day. Being on duty is defined as being in the classroom or engaging in preparation activities. Teachers shall have a thirty (30) minute duty free lunch period.
- C. The elementary school day (K-5) shall be seven and one half ($7\frac{1}{2}$) hours, except as otherwise provided in this Agreement, which shall include two (2) fifteen minute conference or recess periods and a sixty (60) minute duty free uninterrupted lunch period, none of which time the teacher shall be required to be in a working situation. Teachers are expected to be on duty fifteen (15) minutes before and after the regular class day schedule. Being on duty is defined as being in the classroom or engaging in preparation activities.
- D. If it is necessary to leave the school immediately after the dismissal of students in the afternoon, permission shall be received from the principal's office.
- E. All teachers are expected to be on duty when an activity takes the place of the classroom activity (i.e. assemblies and other functions).
- F. The working hours of the librarians shall be the same as those for the other certified personnel in the school division in which the librarians serve.
- G. The conference period is defined as a time that teachers are engaged in the activity of fulfilling professional responsibilities such as the preparation of lessons or materials, evaluation of student progress, or conference with students, parents, fellow teachers, or administrators.

ARTICLE V

TEACHING LOADS AND ASSIGNMENTS

- A. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certification or their major or minor field of study.
- B. Teachers who will be affected by a change in grade assignments in the elementary and by changes in subject assignment in the secondary will be notified and consulted by their principals. Such changes will be voluntary to the extent possible. Assignment shall be made prior to summer vacation whenever possible. The teacher shall immediately be informed in writing of any changes necessitated after this time.
- C. A student teacher, defined as one who will take over actual teaching, shall be assigned only to a tenure teacher and only after prior consultation and consent of the tenure teacher. No more than one student teacher per year may be assigned to each tenure teacher.
- D. The normal weekly load of the senior high school will be twenty-five (25) teaching periods and five (5) unassigned preparation periods. Actual class time not to exceed 300 minutes per day. Schedules are to be worked out by administrators and teachers. Assignments to a supervised study period shall be considered as a teaching period for the purposes of this article.

The normal teaching load for the middle school will not exceed five (5) hours of direct pupil contact per day. They shall be allowed one hour for preparation period per day.

The daily teaching load of the elementary teachers shall not exceed five and one half (5½) hours of pupil-teacher contact.

- E. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible, and generally not exceed a maximum of thirty (30) per class. Large group instruction classes shall follow the ratio of one teacher per thirty (30) pupils. The parties also agree that class size should be lowered wherever possible to 25 in grades K-3.

(cont'd)

ARTICLE V

- F. At any time it becomes necessary to reduce the number of teachers employed by the Board, it is agreed that, anything to the contrary notwithstanding, the following procedure shall be used to staff the teaching positions which remain available.

The number of positions to be filled in grades K-6 shall be determined by the Board and shall be filled from those tenure teachers then teaching in grades K-6 in accordance with their respective periods of continuous service with the Comstock Park Public Schools, the senior qualified teacher will be chosen over those teachers with less continuous service.

The subjects to be taught and the number of teaching positions to be filled in grades 7-12 shall be determined by the Board. Such positions shall be filled from those tenure teachers then teaching in grades 7-12 who are qualified therefor by virtue of having either (1) a major in the particular subject to be taught or (2) a minor in such subject with actual teaching experience in the subject in the Comstock Park Public Schools or (3) a minor and actual teaching experience in the subject elsewhere which the Board, after investigation, determines to be satisfactory, all in accordance with their respective periods of continuous service with the Comstock Park Public Schools, the senior qualified teacher will be chosen over those with less continuous service.

The number of special teachers to be employed will be determined by the Board. Such positions shall be filled from those tenure teachers qualified therefor in accordance with their respective periods of continuous service with the Comstock Park Public Schools, the senior qualified teacher will be chosen over those with less continuous service.

If no qualified tenure teacher is available to the Board to fill a vacancy in a particular grade or subject, a certified and qualified probationary teacher may be retained to fill such position.

Before any staff member is given notice of release in accordance with the foregoing procedures, the Association shall be notified.

ARTICLE VI

TEACHING CONDITIONS

- A. An out-call telephone shall be provided in each faculty lounge for the reasonable use by teachers.
- B. Adequate parking facilities shall be made available to teachers for their exclusive use during school hours.
- C. Duplicating machinery shall be available for use by teachers at a reasonable time for preparation of classroom materials. Audio-visual equipment shall be available for classroom use provided there is no interference with previously requested use.
- D. Daily, classrooms shall be swept, blackboards washed or cleaned weekly, erasers cleaned weekly and chairs arranged neatly by the custodial staff.
- E. At least one custodian shall be provided by the Board to be present continuously at school-sponsored activities or events.
- F. Teachers' meetings in addition to the school day, as defined above, may be scheduled if necessary and at the discretion of the building principal or the superintendent on Monday afternoon for no longer than one hour. Teachers will be expected to reserve this afternoon for professional meetings. Notice of the meeting will be given on a prior Friday except in an emergency. Every effort will be made to eliminate unnecessary meetings and to make profitable those sessions which are called. Principals and coaches shall work out mutually satisfactory attendance procedures.
- G. Teachers shall not be required to be in attendance on days when students are excused from school attendance because of inclement weather unless requested by the Superintendent. Such notification shall be made as early as possible. If a teacher is requested to attend but cannot due to weather conditions, the absence shall be deducted from the personal business day allotment or from the sick leave reserve as directed by the involved teacher.
- H. The Association recognizes the valuable contribution made to the educational program by the PTA's of Comstock Park and agrees to recommend to teachers that they attend PTA-PTSA meetings.

ARTICLE VI

(cont'd)

TEACHING CONDITIONS

- I. Teachers and administrators shall work in close cooperation in curriculum, the design of rooms, and selection of equipment for those rooms in all classes. The Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained.
- J. The administration shall arrange the schedule so as to avoid disruptions of the final examination schedule in buildings where final exams are held.
- K. Parent-teacher conferences shall normally be scheduled during regular school hours. If conferences are desired at times outside the regular school day, then release time on the same day shall be granted out of the regular school day equivalent to the hours set aside for the late afternoon or evening conferences.
- L. The parties agree to hold joint Board-Administration-Association workshops for the purpose of discussing matters of mutual interest and concern.

ARTICLE VII

VACANCIES AND PROMOTIONS

- A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. During the summer months, a CPEA representative shall be notified of all vacancies. Such notification shall be by registered mail. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for 15 days.
- B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors. An applicant with less service in the system shall not be awarded such position unless his qualifications therefore should be substantially superior to applicants with greater service. The Board declares its support of a policy of promotions within its own teaching staff, including promotions to supervisory and executive levels. "Service" in the system, for purposes of this Agreement, shall mean continuous employment in a school of the district, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.

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 transfers of teachers are to be minimized and avoided whenever possible.

- B. Assignment of transfer is to be made prior to the end of the school year except where unusual circumstances may require otherwise. In any case, transfers shall be stipulated in writing and signed by the principal and the teacher involved prior to the actual transfer. Every consideration will be made to minimize difficulties.

ARTICLE IX

LEAVE WITH PAY

SICK LEAVE

- A. All teachers shall be allowed, yearly, ten (10) days sick leave, the unused portion accumulative to 120 days sick leave. New hires shall be allowed to transfer up to thirty (30) days of accumulated sick leave from one or a combination of employers provided the new hire has been continuously employed as a teacher prior to transfer to this system. The bookkeeping department shall provide an annual accounting of sick leave reserves to each teacher. Whenever a deduction is made, it shall be for the actual prorated time.

Up to ten (10) days per year of sick leave will be allowed for illness in the immediate family with sick leave pay. This is deducted from the allowable sick leave.

On inclement days when teachers need not report, the day shall not be deducted from sick leave or personal business day leave unless a substitute teacher had been hired to fill that teaching position. If a teacher is requested to attend but cannot due to weather conditions, the absence shall be deducted from the personal business day allotment or from the sick leave reserve as directed by the involved teacher.

BEREAVEMENT

- B. A leave with pay will be granted in addition to sick leave of three (3) days to personnel for immediate family bereavement of either spouse.

MISCELLANEOUS LEAVE

- C. Other leaves with pay not deductible from sick leave are absence for jury service, court appearance as a witness in any case connected with the teacher's employment or the school or whenever the teacher is subpoenaed to attend any case, approved visitation at other schools or for attending educational conferences or conventions, and time necessary to take the selective service physical examination. In the case for jury duty, the teacher shall be paid his per diem salary minus the per diem rate for such duty.

PERSONAL BUSINESS

- D. Each teacher will be allowed two days of absence during the school year without loss of salary and deductible from sick leave to transact personal business or to attend to affairs of a personal nature which cannot be conducted outside the regular school day. An applicant need not state the reason for such leave, but it is recognized that such requests must be made in writing five (5) days in advance except in case of emergency. The personal business days may not be used immediately before or following a vacation except by express approval of the superintendent.

ARTICLE IX

LEAVE WITH PAY

D. (cont'd)

If it is believed by the Board or its agents that any teacher has abused this privilege, said belief shall be promptly transmitted to the Association. The Association shall immediately conduct its own investigation and reply within ten days. If the Association reports that the belief is wellfounded, the Board may charge the teacher only on a per diem basis according to the actual time involved.

The personal business day may be used for transacting personal business or attending to affairs of a personal nature that cannot be done on a week-end or outside a school day. We use as examples: legal affairs and/or business transactions where we are dealing with people or places that do not usually carry on business on week-ends or after the normal school day. Also included are very personal obligations of a moral nature, such as appearance in a court as a witness, death and funerals of very close associates that are not normally covered by our sick leave policy. This day is not intended to be used for rest, recreation, personal gain or to interview for employment.

It is not our intention to make a restrictive list of valid reasons for use of the personal business day. It is the intent, however, to indicate through the above-mentioned examples the types of things considered reasonable when requesting this day.

E. SABBATICAL

The Board upon the recommendation of the Superintendent of Schools may grant a sabbatical leave to qualified personnel for the purpose of study, travel, and for such other purposes as may be approved by the Board.

1. Such leave may be granted to a contract employee who has been employed at least seven (7) consecutive years and who has not had a sabbatical leave during the seven (7) years immediately preceding. The leave shall be granted to not exceed two semesters.
2. An employee on sabbatical leave shall receive as compensation during the period of absence one third (1/3) of his regular scheduled salary. Compensation shall be paid at the same time as to other employees of his professional rank. An employee on sabbatical leave shall receive the schedule increment and/or adjustments in salary, and credit toward retirement the same as he would have received were he occupying his regular assignment.
3. The number of persons given sabbatical leave in any year shall be limited to one or not more than one percent of the total number of instructional employees. The number of leaves granted shall be based on:

ARTICLE IX

LEAVE WITH PAY

3. (cont'd)
 - a. The estimated value of the plan to the individual and to the school system.
 - b. The amount of seniority.
 - c. The length of time since the last sabbatical leave.
4. Such employee on sabbatical leave shall report all compensation received from sources other than that from the Board as a result of his sabbatical leave, provided that compensation shall not include such items as allowance for travel, cost-of-living, adjustments for foreign service, research, or other expense in connection with the project. Should such other compensation, when added to the compensation paid by the Board, exceed the salary which the recipient would have received if on active duty, the compensation allowed by the Board shall be reduced to bring the total to the amount of the salary he would have received if on active duty.
5. Such employee shall agree to return to service with the Board for a period of two (2) years. The employee who fails to return to the system upon completion of his sabbatical leave shall refund all compensation paid to him, or after one year with the system, he shall return one half of the former compensation.
6. Such employee shall make reports of his activities pertaining to the reason(s) sabbatical leave was granted as may be requested by the Superintendent.

Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

ARTICLE X

LEAVES WITHOUT PAY

All requests for the following leaves of absence shall be applied for and granted in writing. They shall be submitted to the Superintendent's office for action by the Superintendent and the Board of Education. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

FAMILY ILLNESS

- A. Leave without pay or salary increment may be granted for the purpose of caring for sick members of the immediate family and may not exceed two semesters. Proof in writing from the attending physician must be submitted to the Superintendent of schools. Notification of return to duty must be made in sufficient time to make adjustment relative to the person employed to fill the vacancy created by the teacher's leave.

MATERNITY

- B. The Board will grant a leave of absence for maternity without pay to any regularly employed staff member who has been employed two years or more upon written request for such leave and upon proper certification of pregnancy by the employee's physician. The application shall be filed not more than two months after pregnancy has been determined. The employee shall terminate her work not later than the fifth month of pregnancy unless special consideration is requested in writing from the Board.
1. Normally, such employee shall not resume her position until one year after delivery date and such leave may be extended to a period of not longer than two years.
 2. Such employee shall be required in any event to take at least two months leave subsequent to delivery date.
 3. Employees shall retain accumulated sick leave.
 4. The Board will grant a full year of teaching experience for salary increment if the employee fulfills 150 or more days of her teaching contract and a half year of teaching experience for salary increment if the employee fulfills 75 days or more of her teaching contract.

MILITARY

- C. Military leave shall be subject to conditions as established by federal and state laws. Any regular employee who may enlist, be conscripted for service or recalled to active duty shall be reinstated upon release from the service with full credit for time spent in the service up to five years.

C. P. E. A. ASSOCIATION

- D. Teachers who are officers of the Association and who are appointed to its staff shall be given leave of absence without pay for up to one year for the purpose of performing duties for the Association. Such teachers shall receive credit toward annual salary increment on the schedule appropriate to their rank.

ARTICLE X

(cont'd)

LEAVES WITHOUT PAY

EXCHANGE TEACHING

- E. The Board, upon recommendation of the Superintendent of Schools, may grant a leave of absence of not more than two semesters for exchange teaching.
1. The applicant shall submit and have approved in advance, by the Superintendent, a plan for an exchange of teaching services which will show the benefit to both the applicant and to the school system. A final report shall be filed with the Superintendent upon return from leave of absence for exchange teaching.
 2. The number of persons on exchange shall be limited to one or not more than one percent of the total number of employees involved.
 3. Exchange privileges shall be given to tenure teachers on the basis of:
 - a. Date of filing application.
 - b. Purpose of the leave
 - c. Seniority of service
 - d. Professional growth of the staff member.
 - e. Potential benefit to the school system.
 4. An employee, upon completion of an exchange teaching assignment, shall agree to return to the service of the Board and to continue in such service for a period of at least one year.

ADVANCE STUDY

- F. Upon recommendation of the Superintendent, the Board may grant a leave of absence for advance study for one year without pay or increment. Such leave must be applied for not later than July 1 of the school year in which the leave is desired and will be subject to extension at the discretion of the Superintendent and the Board.

PEACE CORPS

- G. Leave of absence may be granted of up to two years to any teacher who joins the Peace Corps as a full-time participant in such program. Any period of time so served shall be treated as time taught for purposes of the salary schedule.

PUBLIC OFFICE

- H. The Board may grant a leave of absence without pay for up to one year to any teacher to campaign for, or serve in, a public office. Such a teacher shall receive credit toward annual salary increment on the schedule appropriate to their rank for serving in public office.

ARTICLE X

LEAVES WITHOUT PAY

(cont'd)

EXTENDED ILLNESS

- I. Leave without pay may be granted to any contracted personnel who are unable to perform their regularly assigned duties for an extended period of time because of personal illness. Such extended illness shall be certified by a physician. The full amount of accrued sick leave may be used in all cases of this type, after which, pay shall cease. Continued employment shall be in accordance with Sec. 38.112 of the Michigan Tenure Act.

ARTICLE XI

TEACHER EVALUATION

- A. Standard uniform evaluative forms shall be used by principals and teachers for evaluation. If the accompanying form is not used, in a particular division, an alternate form mutually agreed to by principal and staff shall be used.
- B. Each teacher is to make a self-evaluation in conjunction with the principal's evaluation.
- C. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- D. Each teacher shall have the right upon request to review the contents of his own personnel file except for privileged communications. A representative of the Association may be requested to accompany the teacher in such review.
- E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction of rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure provided, however, that the dismissal or denial of tenure to a probationary teacher, discharge or demotion of a tenure teacher, the failure or refusal to assign or reassign an extra duty to a teacher for extra pay and any adverse teaching evaluation may be processed through the Board level grievance procedure or the provisions of the Tenure Act where applicable but shall not be arbitrable. In all such situations, the Association shall be notified of its right to be present and speak on behalf of any teacher before any regular or executive session of the Board which is to deal specifically with the grievance.
- F. No teacher shall be reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance except in private conference. Both parties shall be entitled to have present a representative of their choice.
- G. DISPOSITION OF EVALUATION:
 - 1. An evaluation record is a privileged communication available only to the superintendent or principal under the conditions of the tenure act. These records may be produced in evidence at a legally called hearing before the state tenure commission or before an executive session of the Board of Education.
 - 2. Evaluation records may not be sent to other schools or other prospective employers. No one, except as stated above may have access to the evaluation records.
 - 3. A copy of the evaluation shall be given to the teacher.

COMSTOCK PARK PUBLIC SCHOOLS
TEACHER EVALUATION REPORT

TEACHER _____ GRADE or SUBJECT _____

SCHOOL _____ EVALUATOR _____ DATE _____

	ABOVE AVERAGE	AVERAGE	BELOW AVERAGE	NOT RATED
1. Demonstrates skill in teaching techniques				
2. Command of subject matter				
3. Skill in testing and evaluation				
4. Effectiveness in classroom management				
5. Attractiveness of room				
6. Ability to recognize and provide for individual differences				
7. Use of supplementary resources				
8. Ability to acquire respect and gain cooperation of students				
<u>RELATIONSHIP TO SCHOOL AND COLLEAGUES</u>				
9. Cooperation with school staff				
10. Promptness and accuracy in routine tasks				
11. Willingness to participate in school functions				
12. Responsive to suggestions				
<u>PERSONAL CHARACTERISTICS</u>				
13. Appearance				
14. Personality				
15. Dependability				
16. Enthusiasm and initiative				

Specific areas of strength _____

Specific areas of weakness _____

Teacher's signature denotes reading and receipt of a copy of this evaluation but not necessarily agreement.

Teacher's signature

Evaluator's signature

ARTICLE XII

TENURE

- A. Extra duty personnel as are now employed or shall be employed in the future shall be excluded from tenure in position. Nothing in this Agreement shall prohibit the Board from granting term contracts in position at their discretion. Nothing in this Agreement shall be construed to prohibit or discourage all teachers from using people in the community who have specialized skills and knowledge to contribute to the learning process.
- B. A copy of the complete Tenure Act shall be attached to this Agreement.
- C. Joint committees, each consisting of the building principal and two tenure teachers, shall be established to evaluate each probationary teacher toward determination of eventual tenure status. To the extent possible, the evaluating teachers shall be from the department or grade involved.
 - 1. Teacher members shall be selected under CPEA supervision.
 - 2. Teachers may be granted release time to fulfill evaluation responsibilities. The parties shall mutually work out procedures to provide supervision for classes of teacher evaluators.
 - 3. Teachers shall have an equal voice with the principal in the recommendation to the superintendent and the Board for the granting of tenure.
 - 4. The final decision on tenure will be made by the superintendent with the concurrence of the Board.
- D. TENURE EVALUATION PROCEDURE:
 - 1. Tenure evaluation shall cover all probationary teachers.
 - 2. There shall be a minimum of two evaluations of a probationary teacher. At least one to have occurred during the two weeks preceding November 15 and at least one to have occurred during the two weeks preceding February 15.
 - 3. Within one week of each stated date, a conference shall be held including the probationary teacher and the evaluating personnel. These conferences shall be used to inform the probationary teacher of the results of the evaluation, to aid, advise, and encourage that teacher.
 - 4. Joint recommendation by administrator and teacher team shall be made and submitted to the probationary teacher by means of an additional conference. After said conference, final recommendation shall be made and submitted to the superintendent by March 15.
 - 5. Notice of intent from the Board to probationary teachers shall be made 60 days prior to the closing of school.

ARTICLE XIII

CORPORAL PUNISHMENT

It is axiomatic that the best learning takes place in the best learning situation. The best learning situation is found where the teacher, student and parent are working cooperatively. This condition is augmented by a physical environment that is pleasant, neat and clean and in harmony with the general learning situation. All students are expected to show appropriate respect to the teacher and in like manner, the school and all teachers are expected to deal with their students in a manner that is wholly professional. In the event of student misconduct or non-conformance with school rules, conference will be held with the parent of the students and evaluation summaries of the conference filed with the student record. Persistent student misconduct or persistent non-conformance with school rules constitute sufficient reason for the Superintendent to recommend to the Board that the student be expelled.

The laws of the State of Michigan generally follow the doctrine of "loco-parentis" in matters of teacher-pupil relationships, in other words, the teacher stands in the place of the parent in school behavior questions. This doctrine generally gives the teacher the legal right to administer reasonable corporal punishment.

If it does seem that corporal punishment is the only remaining solution to a problem of persistent student misconduct or disobedience, please observe the following questions before administering same:

1. Will this accomplish the purpose intended?
2. Are you correct in your actions?
3. Are you acting in good faith and in a thoroughly professional manner?
4. Can I secure an adult witness?

If the above questions can be answered to the personal satisfaction of the teacher or principal concerned and it is then deemed advisable to administer corporal punishment, the following guides should be observed:

1. Punishment should not be administered in anger.
2. There should be an adult witness present.
3. The punishment should occur in a location other than the classroom, preferably the principal's office.
4. Punishment should be limited to "spanking" using the hand or appropriate instrument on the fleshy part of the buttocks.
5. Students should not be slapped about the face or ears, subjected to ear pulling, hair pulling, or striking with ruler, book or other article. In cases of self-defense, the teacher has a right to defend himself.

ARTICLE XIV

STRIKES AND SANCTIONS

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

ARTICLE XV

NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be discussed from time to time during the period of this Agreement upon request by either party to the other.
- B. Prior to February 15 of each year preceding the expiration date of the contract, should neither party present in writing any proposed changes in this Agreement, the existing Agreement shall continue in force for another year. Upon written receipt of any proposed changes, negotiations on a new Agreement shall commence within thirty (30) days.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining 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 quorum of the Board and by a majority of quorum 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 parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate, including the imposition by the Association of Professional Sanctions to discourage teachers from working in the absence of a contract.

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 wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative. The Board hereby designates as its representative for such purpose the Superintendent of Schools. A grievance shall be filed with the Association within 25 days of the alleged violation, misinterpretation or misapplication.
- B. Within ten (10) days of receipt of the grievance the Superintendent shall meet with grievance representatives of the Association in an effort to resolve the grievance. Affected teachers shall be present at such meeting except when otherwise requested by the affected teacher and approved by the Association. If the grievance shall be denied by the Superintendent, the grievance shall immediately be transmitted to the secretary of the Board, with a statement of reasons why it is being disapproved.
- C. Within fifteen (15) days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than twenty (20) days after its submission to the Board.
- D. If a decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. 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 hearing. 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.
- E. 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 improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
- F. The parties shall mutually work out procedures for informal processing of grievances. Exhaustion of informal procedures shall not be required as a condition precedent to invoking the formal grievance procedure, nor shall the participation of department heads, principals, or other employees in such informal procedures be deemed to be a supervisory or executive function.

ARTICLE XVII

PERMANENT PERSONNEL

- A. With the passage of Public Act #4 of the Public Acts of 1937 as amended, otherwise known as the Teacher Tenure Act, the Comstock Park Board of Education adopts the following policies for the purpose of implementing the provisions of the Act in this school system.
- B. In employing administrative, supervisory, consultant, and teaching personnel, all state certification requirements as prescribed by the State Board of Education shall be observed.
- C. Since these requirements are subject to changes in State Board regulations from time to time, it shall be the responsibility of each certified employee to meet all proper and current requirements at all times. Failure to do so shall terminate all contractual and tenure protection.

ARTICLE XVIII

TEMPORARY AND PART-TIME PERSONNEL

- A. Requirements for substitute teachers shall be the same certification as duly contracted teachers.
- B. Requirements for part-time teachers shall be the same certification as for duly contracted teachers except in the case of semi-permanent basis for pay.

ARTICLE XIX

PHYSICAL AND/OR PSYCHOLOGICAL EXAMINATION

- A. All personnel shall show proof of freedom from active tuberculosis within 14 days after the first work day. New employees shall show proof of freedom from active tuberculosis within 14 days after active employment.
- B. The Board reserves the right for a mandatory physical and/or psychological examination by a qualified physician selected by the teacher, in which case the Board is entitled to an opinion only from the physician as to the teacher's ability to fulfill his contractual obligations. If the teacher is declared unable to fulfill contractual obligations by the physician, the teacher shall have another examination performed by another qualified physician mutually agreed upon by the teacher and the Board before the Board considers taking any dismissal procedures. The Board shall bear the full cost of the examinations.

ARTICLE XX

PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness in the classroom is undermined when students discover that there is insufficient administration backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to assist the teacher in the discharge of responsibilities with respect to such pupil.
- B. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.
- C. Any physical or verbal assault by a student on a teacher in connection with the teacher's work shall be promptly reported to the principal or administrative staff. The Board will provide all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- D. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher.

ARTICLE XXI

RETIREMENT

- A. All employees who reach the age of retirement (65) will retire at the end of the school year in which they become 65. The Board reserves the right to retain individuals who are 65 or over who request further employment on a year to year basis.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

- A. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof. The Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
- B. A copy of the Code of Ethics shall be attached to this Agreement.
- C. 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 the Agreement shall be incorporated into and be considered part of the established policies of the Board. Individual contracts shall not be issued until this Agreement is ratified by both parties.
- D. Prior to printing, the negotiated agreement shall be submitted to the negotiating committee of the Association for proofreading approval.

Articles may be published on separate sheets to expedite publication. Copies shall be made available within sixty days of joint ratification.

- E. 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.
- F. The Board and the Association agree to establish a steering committee which shall consist of the members of the administrative staff and an equal number of C.P.E.A. members whose purpose shall be to study educational trends and innovations. The committee shall meet monthly, starting with the last Monday of September. Chairmanship shall be rotated among the members.
- G. Remuneration for student teachers monies are to be put into a scholarship fund if the supervising teacher signs a disclaimer to the stipend. The Association shall be responsible for selection of candidates and disbursement of funds.
- H. The Board agrees to recognize its commitments to all teachers regarding credits, years of experience, and contract steps allowed in the 1969-70 personal contracts as a basis for continued advancement on the salary schedule or retention of maximum benefits.

ARTICLE XXIII

SALARY SCHEDULE AND OTHER COMPENSATIONS

A. Working Principals of a Good Salary Schedule

1. The basic purpose of the school system is the education of our youth. All organizations should enhance rather than hinder the educational process.
2. It should provide a competitive starting salary to attract the highest caliber inexperienced teacher and also to attract experienced teachers with advanced preparation.
3. It should attain a level which would retain these quality teachers in our system.
4. It should be based on preparation and teaching experience.
5. It should promote in-service growth by building a strong incentive for advanced preparation.
6. It should strive toward a greater range between the B.A. minimum and the M.A. maximum salary.

ARTICLE XXIII

B. Salary Schedule 1971-72

Step	B.A.	B.A. 10	B.A. 20	B.A. 30	M.A.	M.A. 10
1	1.000	1.025	1.050	1.075	1.100	1.125
2	1.050	1.075	1.100	1.125	1.150	1.175
3	1.100	1.125	1.150	1.175	1.200	1.225
4	1.150	1.175	1.200	1.225	1.250	1.275
5	1.200	1.225	1.250	1.275	1.300	1.325
6		1.275	1.300	1.325	1.350	1.375
7		1.325	1.350	1.375	1.400	1.425
8		1.375	1.400	1.425	1.450	1.475
9		1.425	1.450	1.475	1.500	1.525
10		1.475	1.500	1.525	1.550	1.575
11					1.600	1.625
15		1.525	1.550	1.575	1.650	1.675

1	7640	7831	8022	8213	8404	8595
2	8022	8213	8404	8595	8786	8977
3	8404	8595	8786	8977	9168	9359
4	8786	8977	9168	9359	9550	9741
5	9168	9359	9550	9741	9932	10,123
6		9741	9932	10,123	10,314	10,505
7		10,123	10,314	10,505	10,696	10,887
8		10,505	10,696	10,887	11,078	11,269
9		10,887	11,078	11,269	11,460	11,651
10		11,269	11,460	11,651	11,842	12,033
11					12,224	12,415
15		11,651	11,842	12,033	12,606	12,797

NON-DEGREE

1	6876	.90
2	7258	.95
3	7640	1.00
4	8022	1.05
5	8404	1.10

NOTE: The B.A. 10 step will be phased out on a "grandfather" basis. All persons who would be eligible to receive their permanent certification under the old certification requirements would continue to benefit from this B.A. column. All others who must meet the new certification requirements would not be allowed on this B.A. 10 level.

ARTICLE XXIII CONT'D

- C. Hours earned sufficient to move a teacher horizontally on the schedule by September 1 of any year shall entitle said teacher to the raise in salary stipulated on the appropriate schedule step. This increase shall be covered by an addendum to the individual contract which was computed on hours earned up to April preceding September 1. The addendum shall be signed by Board members in the same manner as individual contracts are signed.
- D. Basis for the Salary Schedule:
 - 1. The schedule is based on the graduate semester hour -
 - a. Term and undergraduate hours will be figured as a 2/3 ratio to graduate hours.
 - b. For courses to count on the schedule, they must be in the field in which the teacher is qualified, or cognates to his field. No course with a grade lower than C shall be accepted for credit.

ARTICLE XXIII CONT'D

E. Co-curricular Activities (B.A. Base)

1. Class Sponsors:	9th. Grade	1.5%
	10th. Grade	1.5
	11th. Grade	2.0
	12th. Grade	2.0
2. Senior High Student Council		2.5
3. Junior High Student Council		1.5
4. Elementary Student Council		1.0
5. Safety Patrol		2.5
6. School Plays (High School)		2.0
7. Club Sponsorship		1.5
8. Working at Athletic Events:		
	a. Varsity athletic events (timer & scorer)	7.50
	b. Junior Varsity & Freshman events (timer & scorer)	6.00
	c. Other workers	6.00

F. Wages for coaches, athletic director, band director, chorus director, yearbook advisor and newspaper advisor shall be applied to the current base.

ARTICLE XXIII CONT'D

F. Cont'd.

<u>Band Director</u>	<u>% of Base</u>
1st. Year	6.0
2nd. Year	7.0
3rd. Year	8.0
4th. Year	9.0
5th. Year	10.0
<u>Choral Director</u>	
1st. Year	2.0
2nd. Year	2.5
3rd. Year	3.0
4th. Year	3.5
5th. Year	4.0
<u>Athletic Director</u>	
1st. Year	12.0
2nd. Year	13.0
3rd. Year	14.0
4th. Year	15.0
5th. Year	16.0
<u>Girls' Athletic Association</u>	
1st. Year	6.5
2nd. Year	7.0
3rd. Year	7.5
<u>Head Football, Basketball and Wrestling Coach</u>	
1st. Year	10.0
2nd. Year	11.0
3rd. Year	12.0
4th. Year	13.0
5th. Year	14.0
<u>Assistant Football and Basketball, J. V. Football, Varsity Baseball, Track and Ass't Wrestling</u>	
1st. Year	6.0
2nd. Year	6.5
3rd. Year	7.5
4th. Year	8.5
5th. Year	9.5
<u>Assistant J.V. Football</u>	
1st. Year	5.0
2nd. Year	5.5
3rd. Year	6.5
<u>Freshman Football and Basketball, Girls' Basketball, J.V. Baseball, Golf, Cross-Country, Tennis & Ass't Track</u>	
1st. Year	5.0
2nd. Year	5.5
3rd. Year	6.5
4th. Year	7.5
5th. Year	8.5

ARTICLE XXIII CONT'D

F. Cont'd

<u>Assistant Freshman Football</u>	
1st. Year	4.0
2nd. Year	4.5
3rd. Year	5.5
<u>Middle School Basketball and High School Cheerleading</u>	
1st. Year	3.5
2nd. Year	4.0
3rd. Year	4.5
4th. Year	5.0
5th. Year	5.5
<u>Middle School Cheerleading</u>	
1st. Year	2.5
2nd. Year	3.0
3rd. Year	3.5
4th. Year	4.0
5th. Year	4.5
<u>Girls' J. V. Basketball</u>	
1st. Year	4.0
2nd. Year	4.5
<u>Yearbook Advisor and High School Newspaper Sponsor</u>	
1st. Year	6.5
2nd. Year	7.0
3rd. Year	7.5
4th. Year	8.0
5th. Year	8.5
<u>Middle School - intra-mural sports</u>	
1st. Year	3.5
2nd. Year	4.0
3rd. Year	4.5
4th. Year	5.0
5th. Year	5.5

ARTICLE XXIII CONT'D

G. Miscellaneous -

1. A teacher shall receive full credit for every year of experience up to ten (10) years.
2. Payroll Procedures:
 - a. Payroll checks will be issued bi-weekly in sealed envelopes on Fridays beginning the second Friday after the first required teacher work day.
 - b. Contractural salaries will be divided by twenty-one (21) or twenty-six (26) as requested by the teacher, on forms provided by the administration, with option of the last six pays of the 26 in a lump sum.
 - c. All authorizations for payroll deduction shall be made on forms provided by the administration. Authorization for insurance and Association dues shall be made by September 10, 1971 wherever possible. Other deduction changes may be made prior to September 24, 1971 wherever possible. New hires shall list deductions within 10 days of employment wherever possible.
 - d. Should a regular pay date fall during a period when school is not in session, teachers shall receive the pay due on that date on the last day prior to recess.
 - e. The last pay check of the school year may be delayed as long as three (3) days or the next following Wednesday so that all bookkeeping records may be completed.
3. The sum of \$15.00 per semester hour shall be paid for courses taken while employed by the Board provided the teacher signs a contract to return the following year. Reimbursement shall be made within thirty (30) days after presentation of credits earned during the preceding contractual year while in the employ of the Board.
4. A teacher shall be paid an additional 1/6 of his salary if he is needed to teach an extra classroom period in addition to the classroom periods now taught within the regular school day schedule. A teacher needed to teach a split grade in grades 4, 5 and 6 shall be paid an additional 1/7 of his salary.
5. When authorized travel for school purposes is necessary, actual cost of expenses plus highway map mileage at the rate of 10¢ per mile will be allowed.
6. The Board shall issue personal contracts in sealed envelopes to each teacher soon after ratification of new agreement. All teaching contracts shall be returned to the Board within fifteen days after receipt. The Board shall countersign and return a copy to the teacher within seven days after the next Board meeting.

Supplementary addenda shall be treated in the same manner as teacher contracts and shall be issued for all approved activities. Normally, these contracts shall be issued with the teaching contract.

Summer addendum contracts shall be issued as soon as possible prior to the beginning of the activity.

Letters of intent for summer employment shall be issued for approved activities.

ARTICLE XXIII CONT'D

H. Compensation for Guidance Counsellors.

1. The Counsellors' day shall not exceed eight (8) hours. The Counselor shall be available for evening parent conferences as set by the counselor.
2. The Director of Guidance shall be responsible for directing the K-12 Guidance program and be responsible to not more than 250 students. The student-counselor ratio shall not exceed 500 to 1 full time secondary counselor. The pupil-counselor ratio shall not exceed 700 to 1 full time elementary counselors.
3. In addition to the regular school year the Director of Guidance and the Counselors shall work regular hours for as many days as necessary as decided by the superintendent. This time shall be paid by a pro-rating method of the regular salary schedule.
4. The Director of Guidance shall receive \$600.00 and the Counselors shall receive \$500.00 additional compensation to their regular salaries.

I INSURANCE PROTECTION

1. The Board will pay the cost of full family medical care insurance (full comprehensive, semi-private, non-deductible) in behalf of each full-time teacher who is a subscriber under either the Blue Cross-Blue Shield or the Michigan Education Association Medical Care Insurance Plans. Such payments shall begin, in the case of new teachers, at the beginning of the insurance month immediately following the time they begin their teaching duties or as soon as the group accepts the enrollee. (Exception: employees starting after the enrollment period in September will have a waiting period of from 30 to 60 days before the insurance becomes effective, in accordance with the Board of Education group contracts.) Coverage will terminate on the effective date of resignation or retirement, or on June 30 of the school year, whichever comes first. No changes and/or additions can be made after October 1 with the exception of family additions and/or deletions. The following restrictions to the Board's obligation for medical care insurance are defined as:
 1. An employee shall not cover his dependents if he is not responsible for more than half the cost of maintaining the household as defined in the internal revenue code. (Ref. par. 426.03, Reg. 1.1-2 (c), Commerce Clearing House, Inc.)

Article XXIII - I (continued)

2. A single person qualifies for individual membership under group provisions.
3. Except for those teachers who resign or retire, payments shall be made for a twelve month period. The Board will also provide full coverage for three months for any employee who is laid off.
4. Those teachers leaving employment in the Comstock Park Public Schools System (not returning for the following school year) will be allowed to remain in the Comstock Park Public Schools Group Medical Care Insurance Plan entirely at their own expense until the beginning of the next school year. This provision will not apply beyond a period of 3 months except by agreement with the superintendent's office.

NOTE: The phrase "a single person" is defined as a teacher who receives coverage for himself or herself only.

NOTE: Both carriers have non-duplication clauses in their contracts.

5. The Board will provide coverage up to \$15.00 for optional insurance benefits (in lieu of health benefits) for those employees who do not apply for health insurance. These benefits shall be restricted to insurance coverage for loss of time (income protection), long term disability insurance and life insurance for the employee.

CALENDAR
COMSTOCK PARK PUBLIC SCHOOLS

September 6, 1971	Labor Day
September 7, 1971	Pre-school conference for teachers
September 8, 1971	½ day school a.m. - In-service in p.m.
September 9, 1971	First full day of classes for students
November 10, 1971	Parent-teacher conf. (K-12) - afternoon
November 11, 1971	Parent-teacher conf. (K-6 aft) (7-12 eve.)
November 12, 1971	Parent-teacher conf. (K-6 afternoon)
November 25, 26, 1971	Thanksgiving vacation
December 23, 1971	Begin Christmas vacation (end of school day)
January 3, 1972	Classes resume
January 20, 1972	High School exams - a.m.
January 21, 1972	High School exams - a.m.
January 21, 1972	Records for 7-8 special teachers*and In-service for 6-8
January 24, 1972	Begin Second semester
March 13, 1972	Elementary Reading Clinic (p.m.)
March 24, 1972	Begin spring vacation at end of school day
April 3, 1972	Classes resume
April 20, 1972	Conferences K-5 in afternoon
April 21, 1972	Conferences K-5 in afternoon
May 29, 1972	Memorial Day
June 7, 1972	Exams - secondary - afternoon
June 8, 1972	Exams - secondary - afternoon
June 9, 1972	Record Day - 6-12 ½ day attendance K-5 ½ day records K-5

NOTE: A professional day is defined as a time for teachers to complete their work relative to exams, papers, marks, records, etc.

*Special teachers who need to do records, etc.

ARTICLE XXIV

DURATION OF AGREEMENT

- A. This agreement shall be in effect as of September 1, 1971 and shall continue in effect until September 1, 1972. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, except as provided under Article XV, Section B.

BOARD OF EDUCATION

B. Taylor Hochmuth
President

Paul D. Burke

R.A. Swat

ASSOCIATION REPRESENTATIVES

Douglas L. Hansen
President

A. Race

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THE MICHIGAN TEACHER TENURE ACT

State of Michigan

Act No. 4 of the Public Acts of the Extra Session of
1937, as amended, through the Regular Session of 1967

Reproduced by:



*Michigan Education Association
Box 673
East Lansing, Michigan 48823
October, 1967*

Michigan Teachers Tenure Act

An Act relative to continuing tenure of office of certificated teachers in public educational institutions; to provide for probationary periods; to regulate discharges or demotions; to provide for resignations and leaves of absence; to create a state tenure commission and to prescribe the powers and duties thereof; and to prescribe penalties for violation of the provisions of this act.

The People of the State of Michigan enact:

ARTICLE I. DEFINITIONS.

§ 38.71 Definitions; teacher.

Section 1. The term "teacher" as used in this act shall include all certificated persons employed for a full school year by any board of education or controlling board of any public educational institution.

§ 38.72 Same; certificated.

Section 2. The term "certificated" shall be as defined by the state board of education.

§ 38.73 Same; controlling board.

Section 3. The term "controlling board" shall include all boards having the care, management, or control over public school districts and public educational institutions.

§ 38.74 Same; demote.

Section 4. The word "demote" shall mean to reduce compensation or to transfer to a position carrying a lower salary.

§ 38.75 Same; school year.

Section 5. The "school year" shall be defined as the legal school year at the time and place where service was rendered.

ARTICLE II. PROBATIONARY PERIOD.

§ 38.81 Probationary period; teachers that have served one system the required period on effective date of act; authority of controlling board.

Section 1. All teachers during the first two school years of employment shall be deemed to be in a period of probation: Provided, That any teacher under contract at the time this act becomes effective who has previously rendered two or more years of service in the same school district shall be granted continuing tenure immediately upon reappointment by the controlling board: Any such controlling board by unanimous vote of its members, however, may refuse to appoint a teacher who has rendered two or more years service in the school district under its control. In the event the vote against reappointment of such teacher is not unanimous the controlling board shall deem such teacher as on continuing tenure with full right to hearing and appeal as provided in article four and article six of this act: Provided further, That the controlling board, after this act becomes effective, may place on continuing tenure any teacher who has previously rendered two or more years of service.

§ 38.82 Same; number of years a teacher may be required to serve; extension of period.

Section 2. No teacher shall be required to serve more than one probationary period in any one school district or institution: Provided, That a third year of probation may be granted by the controlling board upon notice to the tenure commission.

§ 38.83 Same; notice to teacher, written statement.

Section 3. At least 60 days before the close of each school year the controlling board shall provide the probationary teacher with a definite written statement as to whether or not his work has been satisfactory. Failure to submit a written statement shall be considered as conclusive evidence that the teacher's work is satisfactory. Any probationary teacher or teacher not on continuing contract shall be employed for the ensuing year unless notified in writing at least 60 days before the close of the school year that his services will be discontinued.

§ 38.84 Same; application of Articles 4, 5 and 6.

Section 4. Articles 4, 5 and 6 shall not apply to any teacher deemed to be in a period of probation.

ARTICLE III. CONTINUING TENURE

§ 38.91 Continuing tenure; administrative capacity, provision in contract to govern.

Section 1. After the satisfactory completion of the probationary period, a teacher shall be employed continuously by the controlling board under which the probationary period has been completed, and shall not be dismissed or demoted except as specified in this act. If the controlling board shall provide in a contract of employment of any teacher employed other than as a classroom teacher, including but not limited to a superintendent, assistant superintendent, principal, department head or director of curriculum, made with such teacher after the completion of the probationary period, that such teacher shall not be deemed to be granted continuing tenure in such capacity by virtue of such contract of employment, then such teacher shall not be granted tenure in such capacity, but shall be deemed to have been granted continuing tenure as an active classroom teacher in such school district. Upon the termination of any such contract of employment, if such controlling board shall not re-employ such teacher under contract in any such capacity, such teacher shall be continuously employed by such controlling board as an active classroom teacher. Failure of any controlling board to re-employ any such teacher in any such capacity upon the termination of any such contract of employment shall not be deemed to be a demotion within the provisions of this act. The salary in the position to which such teacher is assigned shall be the same as if he had been continuously employed in the newly assigned position. Failure of any such controlling board to so provide in any such contract of employment of any teacher in a capacity other than a classroom teacher shall be deemed to constitute the employment of such teacher on continuing contract in such capacity and subject to the provisions of this act. Continuing tenure shall not apply to an annual assignment of extra duty for extra pay.

§ 38.92 Same; employment by another controlling board, maximum length of probationary period, option of board.

Section 2. If a teacher on continuing tenure is employed by another controlling board, he shall not be subject to another probationary period of more than 1 year beginning with the date of employment, and may at the option of the controlling board be placed immediately on continuing tenure. Any notice provided under

section 3 of article 2 shall be given at least 60 days before the completion of the year of probation. If a teacher on continuing tenure becomes an employee of another controlling board as a result of school district annexation, consolidation or other form of school district reorganization, he shall be placed on continuing tenure within 30 days unless the controlling board, by a 2/3 vote on an individual basis, places the teacher on not more than 1 year probation.

ARTICLE IV. DISCHARGE, DEMOTION OR RETIREMENT.

§ 38.101 Discharge, demotion or retirement of teacher.

Section 1. Discharge or demotion of a teacher on continuing tenure may be made only for reasonable and just cause, and only after such charges, notice, hearing, and determination thereof, as are hereinafter provided. Nothing in this act shall be construed as preventing any controlling board from establishing a reasonable policy for retirement to apply equally to all teachers who are eligible for retirement under Act No. 136 of the Public Acts of 1945 or having established a reasonable retirement age policy, from temporarily continuing on criteria equally applied to all teachers the contract on a year-to-year basis of any teacher whom the controlling board might wish to retain beyond the established retirement age for the benefit of the school system.

§ 38.102 Same; written charges, signatures; professional services.

Section 2. All charges against a teacher shall be made in writing, signed by the person making the same, and filed with the secretary, clerk or other designated officer of the controlling board. Charges concerning the character of professional services shall be filed at least 60 days before the close of the school year. The controlling board, if it decides to proceed upon such charges, shall furnish the teacher with a written statement of the charges including a statement of the teacher's rights under this article, and shall, at the option of the teacher, provide for a hearing to take place not less than 30 nor more than 45 days after the filing of such charges.

§ 38.103 Same; suspension, compensation.

Section 3. On the filing of charges in accordance with this section, the controlling board may suspend the accused teacher from active performance of duty until a decision is rendered by the controlling board, but the teacher's salary shall continue during such suspension: Provided, That if the decision of the controlling board is appealed and the tenure commission reverses the decision of the controlling board the teacher shall be entitled to all salary lost as a result of such suspension.

§ 38.104 Same; hearing.

Section 4. The hearing shall be conducted in accordance with the following provisions:

- a. The hearing shall be public or private at the option of the teacher affected.
- b. No action shall be taken resulting in the demotion or dismissal of a teacher except by a majority vote of the members of the controlling board.
- c. Both the teacher and the person filing charges may be represented by counsel.
- d. Testimony at hearings shall be on oath or affirmation.
- e. The controlling board shall employ a stenographer who shall make a full record of the proceedings of such hearing and who shall, within ten days after the conclusion thereof, furnish the controlling board and the teacher affected thereby with a copy of the transcript of such record, which shall be certified to be complete and correct.

f. Any hearing held for the dismissal or demotion of a teacher, as provided in this act, must be concluded by a decision in writing, within fifteen days after the termination of the hearing. A copy of such decision shall be furnished the teacher affected within five days after the decision is rendered.

g. The controlling board shall have the power to subpoena witnesses and documentary evidence, and shall do so on its own motion or at the request of the teacher against whom charges have been made. If any person shall refuse to appear and testify in answer to any subpoena issued by the controlling board, such controlling board may petition the circuit court of the county setting forth the facts which court shall there upon issue its subpoenas commanding such person to appear before the controlling board there to testify as to the matters being inquired into. Any failure to obey such order of the court may be punished by such court as contempt thereof.

§ 38.105 Necessary reduction in personnel, first vacancy.

Section 5. 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.

ARTICLE V. RESIGNATION AND LEAVE OF ABSENCE.

§ 38.111 Resignation and leave of absence; teacher's duties, notice.

Section 1. No teacher on continuing tenure shall discontinue his services with any controlling board except by mutual consent, without giving a written notice to said controlling board at least sixty days before September first of the ensuing school year. Any teacher discontinuing his services in any other manner than as provided in this section shall forfeit his rights to continuing tenure previously acquired under this act.

§ 38.112 Same; leave of absence; physical or mental disability.

Section 2. Any controlling board upon written request of a teacher may grant leave of absence for a period not to exceed one year, subject to renewal at the will of the board: Provided, That without request, leave of absence because of physical or mental disability may be granted by any controlling board for a period not to exceed one year: Provided further, That any teacher so placed on leave of absence shall have the right to a hearing on such unrequested leave of absence in accordance with the provisions for a hearing in article four, section four of this act: Provided, That no leave of absence shall serve to terminate continuing tenure previously acquired under this act.

ARTICLE VI. RIGHT TO APPEAL.

§ 38.121 Appeal; hearing notice.

Section 1. A teacher who has achieved tenure status may appeal any decision of a controlling board under this act within 30 days from the date of such decision, to a state tenure commission. The state tenure commission shall provide for a hearing to be held within 60 days from the date of appeal. Notice and conduct of such hearing shall be the same as provided in article 4, section 4 of this act, and in such other rules and regulations as the tenure commission may adopt.

ARTICLE VII.
STATE TENURE COMMISSION.

§ 38.131 State tenure commission; creation, members, ex-officio secretary; legal advisor.

Section 1. There is hereby created a state tenure commission of 5 members: 2 of whom shall be classroom instructors, 1 a member of a board of education of a graded or city school district, 1 a person not a member of a board of education or a teacher, and 1 a superintendent of schools. The superintendent of public instruction shall be ex-officio secretary of the commission, and the attorney general shall assign to the commission an assistant who shall be legal advisor to the commission.

§ 38.132 Same; terms, vacancy.

Section 2. Within thirty days after the effective date of this act, the governor shall appoint the members of the tenure commission for the following terms: One for a term of three years, one for a term of two years and one for a term of one year. Each term shall begin on the first day of September. Immediately preceding the expiration of their respective terms the governor shall appoint succeeding members of the tenure commission for terms of five years. In the event of a vacancy on the tenure commission the governor shall immediately appoint a successor to complete the unexpired term.

§ 38.133 Same; geographical qualifications of members.

Section 3. Not more than one member of the tenure commission shall be appointed from any one school district.

§ 38.134 Same; qualification of teacher member.

Section 4. Any teacher appointed to the tenure commission after September one, nineteen hundred thirty-eight, must be on continuing tenure.

§ 38.135 Same; teacher member's status with controlling board.

Section 5. Membership on the state tenure commission shall not adversely affect the status of the teacher's tenure with a controlling board.

§ 38.136 Same; meetings.

Section 6. The tenure commission shall meet twice a year at stated times in the city of Lansing, and at such other times and in such other places as shall be determined by the commission.

§ 38.137 Same; power to enforce act.

Section 7. The tenure commission is hereby vested with such powers as are necessary to carry out and enforce the provisions of this act.

§ 38.138 Same; compensation and expenses.

Section 8. The members of the state tenure commission shall receive \$25.00 per day while hearing cases and shall be reimbursed for necessary traveling and other expenses incurred in the performance of the duties of the commission. The expenses of the state tenure commission shall be paid out of appropriations made by the Legislature.

§ 38.139 Same; duty to act as board of review.

Section 9. The tenure commission shall act as a board of review for all cases appealed from the decision of a controlling board. All records shall be kept in the office of the superintendent of public instruction.

§ 38.140 Same; first meeting, election of chairman and secretary, rules and regulations.

Section 10. Within thirty days after the effective date of this act, the tenure commission shall hold a meeting in the city of Lansing for the purpose of organization and the election of a chairman and secretary, both of whom shall be members of the commission. The tenure commission shall draw up rules and regulations and shall have the power to amend same and to provide for the conduct of its affairs in such manner as shall be consistent with the provisions of this act.

ARTICLE VIII. DISTRICTS.

§ 38.151 Application.

Section 1. This act shall apply to **all** school districts of the state.

ARTICLE IX. PENALTY.

§ 38.161 Penalty.

Section 1. Failure of any member of a controlling board to comply with any provisions of this act shall be deemed a violation of the law and shall subject said member to the same penalty as prescribed for a violation of the general school law.

ARTICLE X. INCONSISTENT ACTS.

Sec. 1 repealed 1947, Act 129.

§ 38.172 Waiver of rights by teachers.

Section 2. No teacher may waive any rights and privileges under this act in any contract or agreement made with a controlling board. In the event that any section or sections of a contract or agreement entered into between a teacher and a controlling board make continuance of employment of such teacher contingent upon certain conditions which may be interpreted as contrary to the reasonable and just causes for dismissals, provided by this act, such section or sections of a contract or agreement shall be invalid and of no effect in relation to determination of continuance of employment of such teacher.

Article XI repealed 1945, Act 267.

ARTICLE XII.

§ 38.191 Effective date.

Section 1. This act shall take effect and be in force from and after September first, nineteen hundred thirty seven.

CODE OF ETHICS OF THE EDUCATION PROFESSION

Adopted by the NEA Representative Assembly, July, 1968
Amended July, 1970



The educator believes in the worth and dignity of man. He recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic citizenship. He regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his responsibility to practice his profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility he has accepted in choosing a career in education, and engages himself, individually and collectively with other educators, to judge his colleagues, and to be judged by them, in accordance with the provisions of this code. (PREAMBLE)

PRINCIPLE I— Commitment to the Student

The educator measures his success by the progress of each student toward realization of his potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling his obligation to the student, the educator —

1. Shall not without just cause restrain the student from independent action in his pursuit of learning, and shall not without just cause deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not on the ground of race, color, creed, or national origin exclude any student from participation in or deny him benefits under any program, nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
8. Shall not tutor for remuneration students assigned to his classes, unless no other qualified teacher is reasonably available.

PRINCIPLE II— Commitment to the Public

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling his obligation to the public, the educator —

1. Shall not misrepresent an institution or organization with which he is affiliated, and shall take adequate precautions to distinguish between his personal and institutional or organizational views.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage.

PRINCIPLE III—Commitment to the Profession

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. He therefore exerts every effort to raise professional standards, to improve his 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, he contributes actively to the support, planning, and programs of professional organizations.

In fulfilling his obligation to the profession, the educator —

1. Shall not discriminate on the ground of race, color, creed, or national origin for membership in professional organizations, nor interfere with the free participation of colleagues in the affairs of their association.
2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
5. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.
6. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Shall not misrepresent his professional qualifications.
8. Shall not knowingly distort evaluations of colleagues.

PRINCIPLE IV—Commitment to Professional Employment Practices

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He believes that sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of his profession by unqualified persons.

In fulfilling his obligation to professional employment practices, the educator —

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agent shall give prompt notice of change in availability or nature of a position.

5. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.
6. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency.
7. Shall not delegate assigned tasks to unqualified personnel.
8. Shall permit no commercial exploitation of his professional position.
9. Shall use time granted for the purpose for which it is intended.

BYLAWS, NATIONAL EDUCATION ASSOCIATION

ARTICLE I, SECTION 13. Adherence to the Code of Ethics adopted by the Association shall be a condition of membership. The Committee on Professional Ethics shall after due notice and hearing have power to censure, suspend, or expel any member for violation of the Code subject to review by the Executive Committee. A member may within sixty days after a decision by the Ethics Committee file an appeal of the decision with the Executive Secretary.

PROVISIONS FOR NATIONAL ENFORCEMENT

CODE DEVELOPMENT — It shall be the duty of the Committee to maintain a continuous review of the *Code of Ethics of the Education Profession*. Amendments or revision of the Code shall be presented for approval to the Representative Assembly.

INTERPRETATIONS OF THE CODE OF ETHICS OF THE EDUCATION PROFESSION — A request for interpretation of the Code shall be in writing and shall describe the matter to be interpreted in sufficient detail to enable the members of the Committee on Professional Ethics to evaluate the request in all its aspects.

DISCIPLINARY ACTION — In addition to the provisions of Article I, Section 13, the Committee on Professional Ethics will consider disciplinary action against a member when written charges are preferred by the official governing body of the NEA affiliated state or local education association or NEA Department of which the person in question is a member.

If charges are based on a hearing held by any of the groups authorized to prefer charges, a record of the hearing shall be submitted to the Committee on Professional Ethics. Disciplinary action will only be considered as resulting from a fair hearing or a proper hearing record. A member will have an opportunity to show cause why such action should not be taken.

NEA COMMITTEE ON PROFESSIONAL ETHICS

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