

Sept 1, 1975

MASTER CONTRACT

COMSTOCK PARK EDUCATION ASSOCIATION

COMSTOCK PARK BOARD OF EDUCATION

SEPTEMBER 1, 1972

SEPTEMBER 1, 1975

Comstock Park Board of Education

Comstock Park Public Schools  
7200 Pine Island Dr. N.E.  
Comstock Park, Mich

49321



MASTER CONTRACT

The Board and Association recognize their mutual obligations pursuant to Act 379 of the Public Acts of 1965 to bargain collectively with respect to hours, wages, and terms and conditions of employment. Both parties have entered into and conducted extended and good faith negotiations where each party has had the right and opportunity to make demands and proposals with regard to all bargainable subjects.

Agreement has been reached between the parties hereto including formal ratification of the terms hereof by the governing body of the Association and approved by the Board.

This collective bargaining agreement entered into the 21st day of August, 1972 by and between the BOARD OF EDUCATION OF THE VILLAGE OF COMSTOCK PARK, MICHIGAN hereinafter referred to as the "BOARD" and the COMSTOCK PARK EDUCATION ASSOCIATION, an unincorporated association referred to as the "ASSOCIATION."



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ARTICLE 1

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, Business Manager, 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.



## ARTICLE 2

### ASSOCIATION 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. 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 are equal to the combined dues of the NEA, MEA, and CPEA. The teacher shall have the option to pay in a lump sum.
- F. 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.
- G. The Board agrees to accept mail of the Association or teacher at the school mailing address.



## ARTICLE 3

### TEACHER RIGHTS

- A. 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.
- B. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend 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.
- C. 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 regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.



## ARTICLE 4

### ASSOCIATION MEMBERSHIP

- A. Membership in the Association is not compulsory. Teachers have the right to join, not join, maintain, or terminate their membership in the Association as they see fit. Neither party shall discriminate against a teacher as regards to such matters.
- B. All full-time teachers in the bargaining unit shall, on or before the sixtieth (60th) day following: the beginning of the school year, beginning of their employment, or the execution of the collective bargaining Agreement whichever is later, as a condition of employment or of continued employment, either:
  - 1. Become members of the Association; or
  - 2. Pay to the association an amount of money which the Association certifies in writing as a cost (hereafter referred to as fees) equal to the negotiation and administration of this Agreement. Such cost amount shall be verified and submitted in writing to the Board on or before September 15 of each year, and notice of this fee shall be presented in writing by the Association to all teachers.
  - 3. Full-time teachers hired during the school year shall be required as a condition of employment, to tender (through direct payment or deduction authorization) only a pro rata amount of the fees. Such pro raturum shall be based on a maximum of ten (10) months (school year) and/or the number of months remaining in the school year. (Within a month, it is the majority of days left that shall govern.)
  - 4. Temporary, part-time, or specially-certificated teachers shall not be required to join the Association or pay a service fee thereto.
- C. In the event a teacher shall not pay the required amount as scheduled, the Board and the Association shall:
  - 1. The Association shall notify the teacher of non-compliance therewith by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise such teacher that a request for discharge may be filed with the Board in the event that compliance is not effected.
  - 2. If the teacher fails to comply, the Association may file charges, in writing, with the Board and may request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
  - 3. The Board, upon receipt of said charge and request for termination, shall conduct a hearing thereon. To the extent said teacher is protected by the provisions of the Michigan Teacher Tenure Act, all proceedings shall be in accordance with said Act. In the event of compliance at any time prior to discharge, charges may be withdrawn.



The Association, in the processing of charges, agrees not to discriminate between or among various persons who may have refused to pay the fees.

4. The employment of any teacher whose employment may be terminated due to his nonconformity to this section (Association Security) shall be continued in normal function until the end of the year following the time when there is a final decision by an agency or court of competent jurisdiction (which has not been appealed by the teacher) upholding such termination of employment.
- D. If any court of competent jurisdiction or administrative agency holds that an "agency shop" clause is invalid, illegal, or unconstitutional, or that it violates any Federal or State Law, or that it is in conflict with any Federal or State law and/or regulation, or if the Legislature enacts a law forbidding the "agency shop" clause, or any part thereof (which this Article does not conform to or with), this Article shall be null and void and the Association shall reimburse all teachers who have been required to pay either dues, fees or service charge; provided such teachers must request the Association for reimbursement within thirty (30) days of such court, agency, or legislative decision or action.
  - E. In the event the Board, acting on the request of the Union, discharges or attempts to discharge an employee for failure to comply with these provisions, the Union shall assume all costs, indemnify and save harmless the Board against any and all claims, demands, suits, expenses or other forms of liability, including back pay, of whatsoever kind and nature that shall arise out of action taken by the Board for the purpose of complying with the provisions of this Agreement.



## ARTICLE 5

### BOARD RIGHTS

#### A. Responsibilities.

The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, 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/or the United States.

#### B. Authority.

The Association recognizes that the Board is legally responsible for the operation of the entire school system and that the Board has the necessary authority to discharge all of its responsibilities subject to laws above mentioned and the provisions of this Agreement.

#### C. Administrative Staff.

In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition and maintenance of school buildings and equipment; the hiring, transfer, assignment, supervision, discipline, promotion and termination of teachers; and the establishment and revision of Rules and Regulations governing and pertaining to work and performance of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law, provided, however, that no actions shall violate any of the express terms of this Agreement and no rules or regulations shall be adopted or revised which violate the express terms of this Agreement.



## ARTICLE 6

### CALENDAR GUIDES

- A. The salary schedule is based on 186 1/2 working days, which shall include a minimum of 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 186 1/2 working days unless compensated as provided.
- B. The Board shall close schools for at least one (1) week at the Christmas and Spring vacation.



## ARTICLE 7

### TEACHING HOURS

- A. The high school day shall be seven and one half (7 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 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 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 period. Teachers are expected to be on duty for 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-4) shall be seven and one half (7 1/2) hours, except as otherwise provided in this Agreement, which shall include two (2) fifteen (15) minute conference or recess periods and a sixty (60) minute duty free lunch period. 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 conference period activities. (The fifth grade school day, because it may be housed at various locations, may have either an elementary school schedule or a middle school schedule, at the discretion of the School Board.)
- 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. School Librarians are entitled to a lunch hour equal to the teacher lunch hours in their building and two (2) fifteen (15) minute conference periods.
- 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 8

### TEACHING LOADS AND ASSIGNMENTS

- A. 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 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. 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. Normally a teacher shall have only one full time student teacher per year.
- D. The normal weekly load of the senior high school and the middle school will be twenty-five (25) teaching periods and five (5) conference periods, Actual class time not to exceed 300 minutes per day. Schedules are to be worked out by administrators and teachers.

The daily teaching load of the elementary teachers shall not exceed five and one half (5 1/2) hours of pupil-teacher contact.

- E. Pupil-teacher ratio, generally, shall not exceed thirty (30) per class. Large group instruction classes shall follow the ratio of one teacher per thirty (30) pupils. Class size should be lowered wherever possible to twenty-five (25) in grade K-3.
- F. In accordance with high professional standards, the teachers will set an example of punctuality -- upon reasonable notification -- to classes, to meetings, and in filling appointments with both administration and students.
- G. Teachers will prepare and have readily available, lesson plans -- for use by substitute teachers when required, and for review by appropriate supervisors.
- H. Teachers shall be responsible for the supervision of school property and for the supervision of students at all times whenever teachers have direct or indirect responsibility of school property or students.



## ARTICLE 9

### TEACHING CONDITIONS

- A. 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.
- B. 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 one additional hour. Teachers will be expected to reserve this afternoon for professional meetings. Principals and coaches shall work out mutually satisfactory attendance procedures.
- C. 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.
- D. Teachers and administrators shall work in close cooperation in curriculum, design of rooms, and selection of equipment for those rooms in all classes.
- E. The parties agree to hold joint Board-Administrators-Association workshops for the purpose of discussing matters of mutual interest and concern.



ARTICLE 10

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 11

### 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 12

### LAY OFFS

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, and 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 therefore 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 therefore 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 13

### LEAVE WITH PAY

#### A. SICK LEAVE.

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 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.

#### B. BEREAVEMENT.

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.

#### C. MISCELLANEOUS LEAVE.

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.

#### D. PERSONAL BUSINESS.

Each teacher will be allowed two (2) 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 13

(cont'd)

### LEAVE WITH PAY

- 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 (10) 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 (2) 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 (1) or not more than one percent (1%) of the total number of instructional employees. The number of leaves granted shall be based on:



ARTICLE 13

(cont'd)

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, available, or a substantially equivalent position.



## ARTICLE 14

### 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.

#### A. FAMILY ILLNESS

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 (2) 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 vacancy created by the teacher's leave.

#### B. MATERNITY

The Board will grant a leave of absence for maternity without pay to any regularly employed staff member who has been employed two (2) 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 (2) 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 seventy-five (75) days or more of her teaching contract.

#### C. MILITARY

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 (5) years.



(cont'd)

## ARTICLE 14

### LEAVES WITHOUT PAY

#### D. C.P.E.A. ASSOCIATION

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.

#### E. EXCHANGE TEACHING

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 the 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 syste.
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.

#### F. ADVANCE STUDY

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.

#### G. PEACE CORPS

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



(cont'd)

ARTICLE 14

LEAVES WITHOUT PAY

H. PUBLIC OFFICE

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.

I. EXTENDED ILLNESS

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 15

### 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.



## ARTICLE 16

### 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 sixty (60) days prior to the closing of school.



## ARTICLE 17

### CORPORAL PUNISHMENT

- A. 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.
- B. 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. The doctrine generally gives the teacher the legal right to administer reasonable corporal punishment.
- C. If it does seem the 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?
- D. 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 be limited to "spanking" using the hand or appropriate instrument on the fleshy part of the buttocks.
  4. The punishment should occur in a location other than the classroom, preferably the principal's office.
  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 18

### STRIKES AND SANCTIONS

During the term of this Agreement neither the 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 teacher's duties of employment.)



## ARTICLE 19

### 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.
- E. 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.
- F. Association Business related to negotiations will not be conducted during working hours.



## ARTICLE 20

### 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 twenty-five (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 meetings 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 21

PERMANENT PERSONNEL

- A. With the passage of Public Act No. 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 22

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 23

PHYSICAL AND/OR PSYCHOLOGICAL EXAMINATION

- A. All personnel shall show proof of freedom from active tuberculosis within fourteen (14) days after the first work day. New employees shall show proof of freedom from active tuberculosis within fourteen (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 Board, and approved 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 24

### PROTECTION OF TEACHERS

- A. The Board will support and give 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 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 physical assault or physical harm mentioned in this Article shall not be charged against the teacher.



ARTICLE 25

RETIREMENT

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



ARTICLE 26

CODE 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.



ARTICLE 27

MISCELLANEOUS PROVISIONS

- A. Remuneration for student teachers monies are to be put into a student teacher fund. The Association shall be responsible for selection of projects and disbursement of funds.
- B. 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 28

### SALARY SCHEDULES

#### 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 that has exhibited growth and maturity and teaching effectiveness.
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.



(cont'd)

ARTICLE 28 - B

1972 - 1973 SALARY SCHEDULE

	<u>B.A.</u>	<u>B.A. 20</u>	<u>M.A.</u>	<u>M.A. 10</u>	<u>M.A. 20</u>	<u>M.A. 30</u>
1	8,000	8,300	8,900	9,000	9,100	9,200
2	8,300	8,600	9,200	9,300	9,400	9,500
3	8,650	8,950	9,550	9,650	9,750	9,850
4	9,050	9,300	9,900	10,000	10,100	10,200
5	9,450	9,650	10,250	10,350	10,450	10,550
6	9,850*	10,000	10,600	10,700	10,800	10,900
7	10,200*	10,350	11,000	11,100	11,200	11,300
8	10,600*	10,750	11,500	11,600	11,700	11,800
9	11,050*	11,150	12,050	12,150	12,250	12,350
10	11,600*	11,750	12,650	12,750	12,850	12,950
11	12,200*	12,350	13,250	13,350	13,450	13,550
12	12,800*	12,950	13,900	14,000	14,100	14,200
16	13,100*	13,250	14,200	14,300	14,400	14,500

\* These steps (B.A.-6 thru B.A.-16) replace the former B.A. 10 schedule and 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 these steps. All others who must meet the new certification requirements would not be allowed on these steps.



Note: For the 1972 - 1973 school year for the B.A. and B.A. 20 categories only:

Those teachers eligible for the 11th, 12th, 13th, and 14th year steps will move to the 11th year for salary purposes. They will move to the 12th step the following year.

Those teachers eligible for the 15th year step will move directly to the 12th year for salary purposes. The following year they will move to the 16th step.



(cont'd)

ARTICLE 28 - B

1973 - 1974 SALARY SCHEDULE

	<u>B.A.</u>	<u>B.A. 20</u>	<u>M.A.</u>	<u>M.A. 10</u>	<u>M.A. 20</u>	<u>M.A. 30</u>
1	8,350	8,650	9,250	9,350	9,450	9,550
2	8,650	8,950	9,550	9,650	9,750	9,850
3	9,000	9,300	9,900	10,000	10,100	10,200
4	9,400	9,650	10,250	10,350	10,450	10,550
5	9,800	10,000	10,600	10,700	10,800	10,900
6	10,200*	10,350	10,950	11,050	11,150	11,250
7	10,550*	10,700	11,350	11,450	11,550	11,650
8	10,950*	11,100	11,850	11,950	12,050	12,150
9	11,400*	11,500	12,400	12,500	12,600	12,700
10	11,950*	12,100	13,000	13,100	13,200	13,300
11	12,550*	12,700	13,600	13,700	13,800	13,900
12	13,150*	13,300	14,250	14,350	14,450	14,550
16	13,450*	13,600	14,550	14,650	14,750	14,850

\* These steps (B.A.-6 thru B.A.-16) replace the former B.A. 10 schedule and 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 these steps. All others who must meet the new certification requirements would not be allowed on these steps.



(cont'd)

ARTICLE 28 - B

1974 - 1975 SALARY SCHEDULE

	<u>B.A.</u>	<u>B.A. 20</u>	<u>M.A.</u>	<u>M.A. 10</u>	<u>M.A. 20</u>	<u>M.A. 30</u>
1	8,700	9,000	9,600	9,700	9,800	9,900
2	9,000	9,300	9,900	10,000	10,100	10,200
3	9,350	9,650	10,250	10,350	10,450	10,550
4	9,750	10,000	10,600	10,700	10,800	10,900
5	10,150	10,350	10,950	11,050	11,150	11,250
6	10,550*	10,700	11,300	11,400	11,500	11,600
7	10,900*	11,050	11,700	11,800	11,900	12,000
8	11,300*	11,450	12,200	12,300	12,400	12,500
9	11,750*	11,850	12,750	12,850	12,950	12,050
10	12,300*	12,450	13,350	13,450	13,550	13,650
11	12,900*	13,050	13,950	14,050	14,150	14,250
12	13,500*	13,650	14,600	14,700	14,800	14,900
16	13,800*	13,950	14,900	15,000	15,100	15,200

\* These steps (B.A.-6 thru B.A.-16) replace the former B.A. 10 schedule and 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 these steps. All others who must meet the new certification requirements would not be allowed on these steps.



ARTICLE 28

(cont'd)

SALARY SCHEDULES

- 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 29

ADDENDUMS

A. Co-curricular Activities

Class Sponsors	9th & 10th Grade	\$ 125.00
	11th & 12th Grade	165.00
Student Council	Elementary	75.00
	Middle School	125.00
	High School	190.00
Safety Patrol		200.00
School Plays (high school)		200.00
Club Sponsor		115.00
Yearbook Advisor		600.00
Newspaper Sponsor (high school)		300.00

B. Band and Choral

Band Director	775.00
Choral Director	325.00



(cont'd)

ARTICLE 29

ADDENDUMS

C. Athletics

		<u>Varsity</u>	<u>Asst. Varsity</u>	<u>J.V.</u>	<u>Asst. J.V.</u>	<u>Freshman</u>	<u>Asst. Freshman</u>
Football	1st Yr.	800	500	500	350	400	350
	2nd Yr.	950	625	625	450	500	450
	3rd Yr.	1100	750	750		625	
Basketball	1st Yr.	800		500		400	
	2nd Yr.	950		625		500	
	3rd Yr.	1100		750		625	
Wrestling	1st Yr.	800		500			
	2nd Yr.	950		625			
	3rd Yr.	1150		750			
Baseball	1st Yr.	500		400			
	2nd Yr.	625		500			
	3rd Yr.	750		625			
Trach	1st Yr.	500	375				
	2nd Yr.	625	450				
	3rd Yr.	750	525				
Golf	1st Yr.	375					
	2nd Yr.	450					
	3rd Yr.	525					
Cross Country	1st Yr.	375					
	2nd Yr.	450					
	3rd Yr.	525					
Tennis	1st Yr.	375					
	2nd Yr.	450					
	3rd Yr.	525					
M.S. Basketball		375					



(cont'd)

ARTICLE 29

ADDENDUMS

	<u>Varsity</u>	<u>J.V.</u>
Girls 1st Yr.	400	350
Basketball 2nd Yr.	475	
3rd Yr.	550	
Girls Softball	250	
Girls Tennis	250	
Girls A.A. Touch Football, Volley Ball, Basketball, Golf, Track, & Bowling	600	
H.S. Cheerleading	325	
M.S. Cheerleading	200	
M.S. Intra-mural	325	
Athletic Events Scorer & Timer		
Varsity	7.75	
J.V. & Frosh	6.00	
Other	6.25	



ARTICLE 30

GUIDANCE COUNSELLORS

- A. The counsellor's day shall be the same in hours as the teachers in that location, not to exceed eight hours.
- B. 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 counselor.
- C. 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.
- D. The Director of Guidance shall receive \$600.00 additional compensation to his regular salary.



## ARTICLE 31

### INSURANCE PROTECTION

A. 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 contract.) 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 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.)
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 (12) month period. The Board will also provide full coverage for three (3) 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 three (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.



## ARTICLE 32

### OTHER CREDITS & REIMBURSEMENTS

#### A. TUITION REIMBURSEMENT.

Tuition will be reimbursed to teachers for courses taken according to the following schedule:

1. \$25.00 per semester hour after obtaining permanent certification.
2. \$30.00 per semester hour after obtaining M. A.
3. In all cases the teacher must sign a contract to return the following year.
4. In order to receive reimbursement the courses taken must be graduate courses in the teachers field of instruction.
5. Prior to taking any course the teacher will submit the course for Administration approval.
6. 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.

#### B. TRAVEL EXPENSE.

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.

#### C. EXTRA CLASSROOM PERIODS.

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.

#### D. EXPERIENCE.

A teacher may receive full credit for every year of past experience.



ARTICLE 33

PAYROLL PROCEDURE

- A. Payroll checks will be issued bi-weekly in sealed envelopes on Fridays.
- B. Contractual 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 (6) pays of the twenty-six (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 whenever possible. Other deduction changes may be made prior to September 30 wherever possible. New hires shall list deductions within ten (10) days of employment wherever possible.
- D. The last pay check of the school year may be delayed as long as three (3) days.
- E. 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.



## ARTICLE 34

### PERSONAL CONTRACTS

- A. 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 (15) days after receipt. The Board shall countersign and return a copy to the teacher within seven (7) days after the next Board meeting.
- B. 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.
- C. Summer addendum contracts shall be issued as soon as possible prior to the beginning of the activity.
- D. Letters of intent for summer employment shall be issued for approved activities.



## ARTICLE 35

### AGREEMENT PROVISIONS

- 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 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.
- B. 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 applications shall continue in full force and effect.
- C. Prior to printing, the negotiated Agreement shall be submitted to the negotiating committee of the Association for proofreading approval.
- D. This Agreement incorporates the Agreement reached by the parties on all agreed issues which were subjects of negotiations. 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 of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing and signed by both parties as an amendment to this Agreement.



ARTICLE 35

(cont'd)

AGREEMENT PROVISIONS

- E. This Agreement shall be in effect as of September 1, 1972 and shall continue in effect until September 1, 1975. 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 19, Section B.

BOARD OF EDUCATION

Paul D. Burke  
President

Henry A. Holland  
Secretary

Paul D. Burke  
Chief Negotiator

William A. [Signature]  
Administrator

ASSOCIATION REPRESENTATIVES

Douglas L. Hansen  
President

Ganette R. Minick  
Secretary

Thomas Watz  
Chief Negotiator



# 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.

This act is ordered to take immediate effect.

### § 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, 1972



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, sex 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, sex 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 without discrimination on the ground of race, color, creed, sex or national origin.
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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