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Elk Rapids
Wages

66-67

ELK RAPIDS SCHOOLS
PROFESSIONAL NEGOTIATION PROCEDURES
PRINCIPLES

ATTAINMENT OF OBJECTIVES

Attainment of objectives of the education program conducted in the Elk Rapids Schools is facilitated by a mutual understanding and cooperation among the Board of Education, the Superintendent, and his administrative staff, and the professional personnel. To this end, free and open exchange of views is desirable and proper.

This agreement, entered into this 11th day of July, 1966 by and between the Board of Education of the Elk Rapids School District, Elk Rapids, Michigan, hereinafter called the "Board", and the Elk Rapids Education Association, Elk Rapids, Michigan, hereinafter called the "Association".

WITNESSETH

Whereas the Board and the Association recognize and declare that providing a quality education for the children of this school district is their mutual aim, and that the character of such education depends in part upon the quality and morale of the teaching service, and

Whereas the members of the teaching profession are particularly qualified to advise in matters of curriculum and teaching programs designed to improve educational standards, and

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

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

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

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers, guidance counselors, librarians, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel and office and clerical employees. The term "teacher" when used hereinafter in this agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.
- B. The Board further recognizes that teachers have the right to join any organization for their professional or economic improvement, but that membership in any organization will not be required as a condition of employment.
- C. Within thirty days after the beginning of their employment hereunder, teachers may sign and deliver to the Board or its duly assigned representative an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) upon such conditions as the Association shall establish. Such sum shall be deducted as dues from the regular salaries of all such teachers and remitted not less frequently than monthly to the Association.

- D. The Elk Rapids Education Association recognizes that the Board of Education is charged by law with certain responsibilities which it must assume and discharge and which may not be delegated.
- E. Nothing herein stated, or inferred, shall abrogate or usurp the legal position of the Board as the final determinant of policy.
- F. Recognizing both the legal authority of the Board and the educational competencies of the teaching profession, the two groups shall view the consideration of matters of mutual concern as a joint responsibility.

PROCEDURES

The Association Negotiating Committee, members of the Board of Education, and the Superintendent will act, as far as possible, as a committee to negotiate relative to personnel matters which will include, but not be limited to conditions of work, personnel policies, teacher welfare, salaries, dismissals, and other problems of mutual concern to the extent required by Act 379 of the Public Acts of 1965.

MEETINGS

Meetings composed of members of the Association Negotiating Committee, the Board representatives, and the Superintendent, shall be convened upon the written request of any one of the parties involved, namely: the Association, the Board, or the Superintendent of Schools. Requests for meetings shall contain specific statements as to the reason for the request.

NOTIFICATIONS

Requests from the Association normally will be made directly to the Superintendent. Requests from the Superintendent or the Board will be made to the President of the Association, Within five (5) days of the

receipt of such request, agreement shall be reached as to time and place for the meeting. The meeting shall be held within fifteen (15) days of the receipt of the request, unless there is agreement by both parties to an extension of time.

CONTENT OF PROPOSAL

The party requesting the meeting shall submit written proposals to the other party not less than five (5) days before the date set for the meeting.

EXCHANGE OF FACTS, VIEWS

Facts, opinions, proposals, and counter-proposals, will be exchanged freely during meetings (and between meetings, if advisable) in an effort to reach mutual understanding and agreement.

ASSISTANCE

The participants may call upon competent professional and/or lay representatives to consider matters under discussion and to make suggestions, at the expense of the organization that asks for such assistance.

AGREEMENT

When agreement is reached between the parties, necessary action shall be taken by the Board and the Association to implement the specifics of the agreement. If the parties fail to make an agreement in negotiations, either party may request the mediation machinery of the State Labor Mediation Board to take any other lawful measures it may deem appropriate.

SUPERINTENDENT

The Superintendent or an official representative designated by the Superintendent and approved by the Board shall act as administrative officer of the Board of Education and shall function as a channel of teacher concerns to the Board of Education and of Board of Education responsibilities to the teaching staff. This does not preclude information going to the Board from the Association or to the Association from the Board. However, such information shall be directed through the office of the Superintendent to give him an opportunity to make comments upon the information being exchanged by the two groups.

EXECUTIVE SESSION

Negotiating shall be done in executive session with personnel limited to those persons mutually acceptable. All press releases will be mutually agreed upon by the negotiating team before they are released.

ETHICS

All negotiating shall be carried on in an atmosphere of mutual respect and courtesy in accordance with principles set down in a code of ethics as listed below:

Both groups must have the following:

1. A genuine desire to improve the school system.
2. A realization that they are elected representatives, negotiating with the interest of their respective constituents in mind and discounting any self-interests.
3. A realization that discussions shall be restricted to the negotiating group.

RIGHTS OF INDIVIDUAL TEACHERS

Nothing in this agreement shall abrogate the right of any individual teacher to process his own disputes through the administrative channels or with the Board of Education, providing such dispute is not specifically covered in the contract.

RATIFICATION

It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and reach tentative agreements in the course of negotiations or bargaining, subject only to such ultimate ratification.

AMENDMENT

This agreement may be amended insofar as the procedures for professional negotiations stated in this agreement are concerned. Such amendment must be by mutual agreement.

ACCEPTED FOR ELK RAPIDS EDUCATION ASSOCIATION

BY

Secretary of the Association

Dated _____

President of the Association

ACCEPTED FOR ELK RAPIDS BOARD OF EDUCATION

BY

Secretary of the Board

Dated _____

President of the Board

ARTICLE II

LENGTH OF CONTRACT

1. This master Contract and supplements hereto attached will be effective for a period of one year, said period to end June 30, 1967.
2. Any item can be reopened only by mutual consent of both parties to this contract.
3. This contract will be approved by a majority vote of all members in the representative unit covered by it.
4. A majority of the members of the Board of Education must approve it for the District.

ARTICLE III

Sec. I - PHYSICAL EXAMINATIONS

- A. Teachers should strive to keep themselves in good physical health to better perform their duties and to protect the health of the pupils. To achieve this aim, an annual certificate of health (covering eyes, ears, nose, throat, heart, lungs, and blood pressure) and chest X-ray shall be a condition of employment.
- B. The Board of Education may require any teacher to submit to a physical and/or psychological, or psychiatric examination at any time, such examination to be paid for by the Board of Education if such examination is by special request of the Board.
- C. If results of any examination are not acceptable to either party, another examination, by a different doctor, may be requested, such expense to be paid by the dissatisfied party.

Sec. II - SICK LEAVE ALLOWANCE

- A. Sick leave shall be construed to cover the personal illness or incapacity of the teacher involved as being physically unable to teach, or whose presence in the school might be detrimental to the welfare or health of the students of fellow teachers, as certified by a doctor.
- B. Each teacher shall be allowed 10 days sick leave each year, with full pay, in case of non-compensable illness or injury. In the case of illness or an injury compensated for by Workmen's Compensation, the teacher's pay will be the difference between his regular salary and the amount paid by the Workmen's Compensation. Sick leave days, in this case, will be charged in the same proportion as the amount paid by the Board of Education.
- C. Unused sick leave is to be credited to each teacher's sick leave account until a maximum of sixty (60) days is reached.
- D. Sick leave for teachers employed on a part-time basis, or for part of the school year, will be in proportion to the time employed.
- E. The teacher shall, on request of the Superintendent, present a doctor's certificate or other proof of illness, satisfactory to the Superintendent, covering the full period of absence for which he is being paid.

Sec. III - DEATH IN IMMEDIATE FAMILY

In the event of death in the immediate family (father, mother, spouse, or child) the teacher shall be granted leave without loss of pay, from the occurrence of death until the beginning of the working day following the funeral, total time not to exceed five (5) school days.

Sec. IV - PERSONAL LEAVE

Teachers shall be allowed two (2) days per school year for personal business. Such leave shall be for reasons other than specifically stated in the above-mentioned conditions. Such leave shall not be accumulative.

ARTICLE IV

RESIGNATION, DISCHARGE OR DEMOTION

Sec I - After sixty days before the start of the school year, a teacher, if on continuing tenure, may discontinue his service with the Board of Education only by mutual consent. Written notice shall be given to the Board at least sixty days before the start of the ensuing year. This resignation will be acted upon at the regular meeting of the Board of Education.

Sec. II - Article IV of the Michigan Teacher's Tenure Act will apply in cases of discharge or demotion.

ARTICLE V

TEACHER EVALUATION

Sec. I - Formal evaluation of a probationary, as well as tenure, teacher shall be the responsibility of the school Superintendent.

Sec. II - The principal shall hold a conference with each tenure teacher prior to submission of the evaluation report to the Superintendent.

Sec. III - Evaluation of probationary teachers is to be made in writing to the Superintendent of Schools by the principal at least once each semester. The teacher is to receive a copy of each evaluation made of his status. Evaluations will be made on or before December first and March fifteenth of each school year.

Sec. IV - Evaluation of tenure teachers is to be made in writing to the Superintendent of Schools by the principal at least once a year. The teacher is to receive a copy of each evaluation made of his status. Evaluation will be made prior to March fifteenth of each school year.

Sec. V - A tenure teacher from another district shall not be placed on tenure in the Elk Rapids School system until after one year of successful probation.

Sec. VI - New teachers to the Elk Rapids School District who have not previously been granted tenure shall serve two years as probationary teachers.

SUBSTITUTE TEACHERS

Sec. I - Substitute teachers' salary will be at the rate of \$20.00 per day.

Sec. II - The Administration may assign teachers to substitute for absent teachers during their conference periods or other periods when available, providing every effort has been made to secure a regular substitute teacher.

Sec. III - Such regular teacher shall receive \$3.00 per class period for substitute teaching.

ARTICLE VII

PUPIL-TEACHER RATIO

Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall conform as nearly as possible to the requirements of the State Aid Act and be lowered whenever possible.

ARTICLE VIII

TEACHER RETIREMENT AGE

A teacher reaching the age of 62 may be retired at the option of the Board of Education. If the Board does not choose to retire the teacher, a yearly contract will be offered said teacher.

ARTICLE IX

TEACHING CONDITIONS

- Sec. I - Teachers shall be in the building before the arrival of the first bus in the morning and remain until fifteen minutes after the regular school day is ended.
- Sec. II - Teachers will be expected to attend all teachers' meetings unless excused by the principal.
- Sec. III - Teachers who do not have noon duty are expected to be in their first afternoon class at least five minutes before class begins.
- Sec. IV - Teachers are expected to be in school on "Snow-Days" unless the climatic conditions are so severe that to do so would endanger the safety of the teacher.
- Sec. V - A minimum of a half hour, duty-free, will be provided during the lunch period for each elementary teacher.
- Sec. VI - The Board agrees to keep the schools reasonably and properly equipped and maintained and cleaned at all times.
- Sec. VII - The teachers agree to exercise reasonable care in their use of school properties and to keep supplies and equipment under their care in a safe and orderly manner.

ARTICLE X

FREE PASSES

Passes will be provided all teachers and principals to school athletic events, such passes to be non-transferable.

ARTICLE XI

CODE OF ETHICS

Sec. 1 - The teachers agree to adhere to the Code of Ethics of the Education Profession. Failure to adhere to this Code may be cause for reprimand or other disciplinary action by the recognized teacher organization.

Sec. 2 - The Code of Ethics of the Education Profession is made a part of this contract. (See Appendix C)

ARTICLE XII

GRIEVANCE PROCEDURE

Sec. 1 - 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, tenure, 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 purposes the principal in each school building and the Superintendent of Schools when the particular grievance arises in more than one building.

Sec. 2 - Within five (5) days of receipt of the grievance the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent, who shall have five (5) days thereafter to prove or disprove the grievance. If the grievance

shall be denied by the Superintendent, upon review of the action of the school principal, the grievance shall immediately be transmitted to the Secretary of the Board, with a statement of reasons for disapproval.

Sec. 3 - Within fifteen (15) days of 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, 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.

Sec. 4 - If the decision of the Board is not satisfactory to the Association, appeal shall go through regular professional channels.

(See Professional Negotiations Procedures)

ARTICLE XIII

STRIKE

The teachers agree that a strike is not a valid weapon for use by any teacher organization under any circumstances within our existing framework of law.

ARTICLE XIV

SCHOOL CALENDAR (See Appendix B)

ARTICLE XV

TENURE COMMITTEE

Sec. 1 - A tenure committee shall be organized not later than the 30th day of September of each year.

Sec. 2 - Members of the tenure committee shall hold office for one year, from October 1 to September 30.

Sec. 3 - The tenure committee shall consist of the following:

- a. The Superintendent of Schools, who will serve as chairman,
- b. One member from the Board of Education selected from the Board,
- c. The Principals of each school in the Elk Rapids Schools.

Sec. 4 - At least two meetings shall be called each year by the chairman.

- a. The organizational meeting shall be called by the chairman by September 30.
- b. A meeting for reviewing personnel policies and personnel will be called by the chairman not later than 60 days before the issuance of contracts.
- c. Meetings may be called by the chairman as needed.
- d. A meeting will always be called at the written request of any two members.
- e. Members shall receive written notice at least twenty-four hours before the time of each meeting.

Sec. 5 - The functions of the tenure committee shall be as follows:

- a. To revise and evaluate personnel policies each year, and recommend improvements.
- b. To help evaluate probationary teachers.
- c. To assist the administration in the interpretation of personnel policies.
- d. To dissolve any conflict of ideas in the interpretation of policies.

Sec. 6 - The tenure committee shall function as follows:

- a. Robert's Rules of Order shall be the authority on all questions of procedure.
- b. It shall function as a unit, with its decisions and recommendations being presented in writing to proper authorities or persons.
- c. Decisions pertaining to dismissal of teachers, extension of probationary period, and granting of tenure shall be presented to the Board of Education by the Superintendent.

Sec. 7 - Continuing tenure shall not apply to an annual assignment of extra duty for extra pay.

Sec. 8 - Any portion of the local tenure policy invalidated by the Michigan Tenure Law shall not invalidate other parts of the policy written within the framework of the law.

ARTICLE XVI

SALARY SCHEDULE

Sec. 1 - The salary schedule for teachers shall be negotiated each year.

All teachers are to be hired on the basis of this schedule. This schedule is an annual contract between the Board of Education and the teachers. There shall be no differential in salary allowed because of sex, marriage, or dependents.

Sec. 2 - Teachers will be given credit for up to five steps for outside teaching experience on the salary schedule. For military service, an allowance of not to exceed one-half step a year, up to a total of two complete steps will be allowed.

Sec. 3 - Teachers will be paid on the fifteenth and thirtieth of each month. Teachers may elect to have their salary computed for nineteen or twenty-four paydays.

Sec. 4 - The teacher will receive additional credit on the salary schedule upon receipt of the transcript of credits from the college or university where the courses were completed. Changes in salary due to completion of additional hours of credit will be effective only at the beginning of the first and second semesters.

Sec. 5 - The salary schedule is made a part of this contract. (see Appendix A).

ARTICLE XVII

CONTRACTS

Sec. 1 - All contracts with teachers shall be in writing and signed by officers of the Board of Education unless an agent of the Board is authorized to sign for the Board.

Sec. 2 - Contracts will be offered simultaneously to all tenure and acceptable probationary teachers in the school system at least sixty (60) days before the close of the school year, provided that negotiations of the master contract for the following year have been completed. Teachers not offered contracts for the ensuing school year will be notified of such action at least sixty (60) days before the close of the school year.

Sec. 3 In the event that negotiations of a master contract for the following year have not been completed prior to sixty (60) days before the close the school year, individual teacher contracts will be issued five (5) school days following the signing of such master contract.

Sec. 4 - Contracts not returned, or returned unsigned, fifteen (15) school days following issuance will indicate no acceptance on the part of the teacher, and the position is automatically declared vacant, and applications may be made for the position.

ARTICLE XVIII

BOARD OF EDUCATION AND ADMINISTRATION RIGHTS CLAUSE

Sec. 1 - The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- a. The right to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
- b. The right to hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
- c. The right to establish grades and courses of instruction, including special education, or other programs both academic and social for the students, as deemed proper and necessary by the Board.
- d. The right to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of the teaching aids.
- e. The right to determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

Sec. 2 - The foregoing section is subject to the Provisions of PA 379 and the specific provisions of this agreement.

ARTICLE XIX

NEGOTIATIONS CLAUSE

The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this agreement.

MASTER CONTRACT

ACCEPTED FOR ELK RAPIDS EDUCATION ASSOCIATION _____

DATED _____

ACCEPTED FOR ELK RAPIDS BOARD OF EDUCATION _____

DATED _____

APPENDIX A

SALARY SCHEDULE 1966-67

<u>Yrs. Exp.</u>	<u>B.A.</u>	<u>+10</u>	<u>+20</u>	<u>+30</u>	<u>M.A.</u>	<u>+10</u>	<u>Non Degree</u>
0	5200	5300	5400	5500	5600	5700	4200
1	5400	5500	5600	5700	5800	5900	4300
2	5600	5700	5800	5900	6000	6100	4400
3	5800	5900	6000	6100	6200	6300	4500
4	6000	6100	6200	6300	6400	6500	4600
5	6200	6300	6400	6500	6600	6700	4700
6	6400	6500	6600	6700	6800	6900	4800
7	6600	6700	6800	6900	7000	7100	4900
8	6800	6900	7000	7100	7200	7300	5000
9	7000	7100	7200	7300	7400	7500	5100
10	7200	7300	7400	7500	7600	7700	5200
11	7250	7350	7450	7550	7650	7750	5250
12	7300	7400	7500	7600	7700	7800	5300
13	7350	7450	7550	7650	7750	7850	5350
14	7400	7500	7600	7700	7800	7900	5400
15	7450	7550	7650	7750	7850	7950	5450

Position

Athletics

			Head	Assistant
Annual play	\$100.00	Football	350	175
Spectator bus	10.00	Basketball	350	250
Scorekeeping	6.00 per night	Baseball	150	
Timekeeping	6.00	Track	150	
Yearbook	100.00	Tennis	100	
Special education	300.00	Golf	50	
Ticket seller	7.50 per event	Cheerleading	50	
Assistant ticket seller	5.00 per event			

APPENDIX B

SCHOOL CALENDAR

1. Faculty meetings will be held the Monday prior to opening of school.
2. Schools will close on the Thursday or Friday for the Annual State Teachers Institute. This is usually the first Thursday and Friday in October. The days will be used for the teachers to attend these meetings.
3. School will close at noon of the school day on Wednesday preceeding Thanksgiving and remain closed until the following Monday.
4. Schools shall close for Christmas and New Year's as follows:
 1. If Christmas come on Monday, Tuesday or Wednesday, school will close the preceeding Friday.
 2. If Christmas comes on Thursday, Friday or Saturday, schools shall close at noon two days before Christmas.
 3. When January 1st occurs on a Sunday, schools will open the following Tuesday. Schools open the day after January 1st when January 1st comes on Monday, Tuesday or Wednesday. When January 1st comes on Thursday, Friday or Saturday, schools shall open the following Monday.
5. Schools will close on the day following the end of the first semester. All teachers will be present for a normal school day to mark reports and do other school work, meetings or school activities.
6. Schools will close for the annual Intermediate District Institute, if held. This is usually the third or fourth Wednesday in February.
7. Schools will close on Wednesday preceeding Easter. They will open on Tuesday following Easter.
8. School closes on Memorial Day. If this holiday falls on Sunday, schools will close the following Monday.
9. The day preceeding the closing of schools for the year will be used by teachers to complete necessary school records.

APPENDIX C

CODE OF ETHICS

PREAMBLE

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

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

PRINCIPLE I

Commitment to the Student

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

In fulfilling our obligations to the student, we -

1. Deal justly and considerately with each student.
2. Encourage the student to study varying points of view and respect his right to form his own judgment.
3. Withhold confidential information about a student or his home unless we deem that its release serves professional purposes, benefits the student, or is required by law.
4. Make discreet use of available information about the student.
5. Conduct conferences with or concerning students in an appropriate place and manner.
6. Refrain from commenting unprofessionally about a student or his home.
7. Avoid exploiting our professional relationship with any student.
8. Tutor only in accordance with officially approved policies.

9. Inform appropriate individuals and agencies of the student's educational needs and assist in providing an understanding of his educational experiences.
10. Seek constantly to improve learning facilities and opportunities.

PRINCIPLE II

Commitment to the Community

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

In fulfilling our obligations to the community, we -

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

PRINCIPLE III

Commitment to the Profession

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

In fulfilling our obligations to the profession, we -

1. Recognize that a profession must accept responsibility for the conduct of its members and understand that our own conduct may be regarded as representative.
2. Participate and conduct ourselves in a responsible manner in the development and implementation of policies affecting education.
3. Cooperate in the selective recruitment of prospective teachers and in the orientation of student teachers, interns, and those colleagues new to their positions.
4. Accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities, and support them when unjustly accused or mistreated.
5. Refrain from assigning professional duties to non-professional personnel when such assignment is not in the best interest of the student.
6. Provide, upon request a statement of specific reason for administrative recommendations that lead to the denial of increments significant changes in employment or termination of employment.
7. Refrain from exerting undue influence based on the authority of our positions in the determination of professional decisions by colleagues.
8. Keep the trust under which confidential information is exchanged.
9. Make appropriate use of time granted for professional purposes.
10. Interpret and use the writing of others and the findings of educational research with intellectual honesty.
11. Maintain our integrity when dissenting by basing our public criticism of education on valid assumptions as established by careful evaluation of facts or hypotheses.
12. Represent honestly our professional qualifications and identify ourselves only with reputable educational institutions.
13. Respond accurately to requests for evaluations of colleagues seeking professional positions.
14. Provide applicants seeking information about a position with an honest description of the assignment, the conditions of work, and related matters.

PRINCIPLE IV

Commitment to Professional Employment Practices

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

In fulfilling our obligations to professional employment practices, we -

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

VIOLATIONS OF THE CODE OF ETHICS

In order to maintain high standards of professional conduct the membership of the Michigan Education Association has established procedures for enforcement of The Code of Ethics of the Education Profession. When a complaint is brought against a member of the Michigan Education Association, the following steps must be fulfilled:

1. A complaint describing unethical conduct must be prepared in three copies. It must show specifically what happened.
2. The complaint must be dated.
3. The complaint must be signed by the person filing the complaint. When the complaint is filed by an executive committee or a group, the chairman shall sign for the group.

4. The complaint must refer to the principles and sections of the Code of Ethics violated.
5. The complaint must be delivered to the president of the local association where the member is employed.

Before a complaint is brought against a member of the Professional Association, every effort should be made to resolve the conflict. Such counseling can be performed by the MEA field representative or representatives of the local ethics committee. Hearings pertaining to violations of the Code of Ethics will take place after such counseling attempts have not brought results in resolving the problem.

Walter Williams

Box 636

Elk Rapids Mich 49629