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Fenton

FENTON Bd of Ed.

MEA

1216 KENDALE

E. LANS., MI.

48824

OFFICE OF PROFESSIONAL NEGOTIATIONS

Michigan Education Association



Aug 1., 1966

Dear Sir:

Enclosed are 2 copies of  
our Master Agreement.

It was ratified July 26,  
1966 by the Board of Education  
and the Fenton Education  
Associations.

Yours truly

Jean L. Crawford  
Pres. of F. E. A.

AUG 2 1966

*Binding  
acc.*

**AGREEMENT**

**between the**

**BOARD OF EDUCATION, FENTON AREA PUBLIC SCHOOLS**

**and the**

**FENTON EDUCATION ASSOCIATION**

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AGREEMENT

between the

BOARD OF EDUCATION, FENTON AREA PUBLIC SCHOOLS

and the

FENTON EDUCATION ASSOCIATION

This agreement entered into this 26th day of July, 1966 by and between the Board of Education of the Fenton Area Public Schools, Fenton, Michigan, hereinafter called the "Board", and the Fenton Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Fenton is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the Board recognizes the educational expertness of the teachers and views the consideration of educational matters as a mutual concern, and

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

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

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

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, on per diem appointments, classroom teachers, special education teachers, substitute teachers, guidance counselors, librarians, school psychologists and social workers, speech and hearing therapists, visiting teachers, advising or critic teachers, teachers of the housebound or hospitalized, attendance or truant officers, employed or to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel, office and clerical employees, cooks, custodians, and bus drivers. The Association also represents probationary teachers for wages, hours, and working conditions, but the Board reserves its rights of transfer and discharge under the Tenure Act of 1964. 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 agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.



C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues 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 in ten (10) monthly payments as dues from the regular salaries of all Association teachers and remitted each month to the Association. The teacher may also at any time withdraw his authorization of deduction.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws, Teacher tenure Act of 1964, and Act 379, Public Acts of 1965. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

## ARTICLE II

### Board Rights

Subject to the provisions of this Agreement and Public Act 379 of the Public Acts of 1965, the Board reserves and retains full rights, authority and discretion to control, supervise and manage the operation of all schools and the educational process and to make all decisions and policies not inconsistent with the expressed terms of this Agreement and limited only by such terms.

All existing policies relating to employment, not inconsistent with or abrogated by this Agreement shall continue in full force and effect. The parties recognize the right of the Board unilaterally to make changes in such policies not inconsistent with the terms of this Agreement. In the event that a change in any policy affecting wages, hours or terms and conditions of employment is contemplated the Association will be informed and given an opportunity to express its position. The Board agrees

to consider any expressed position of the Association or any recommended policies or policy changes relative to wages, hours, and terms and conditions of employment submitted by Association.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

### ARTICLE III

#### Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any lawful activities of the Association, or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.



B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.

C. The Association and its members shall have the privilege of using school building facilities for meetings outside of school hours.

No teacher shall be prevented from wearing official insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards in the teachers' lounges and the school mailing system including the daily bulletin shall be made available to the Association and its members, provided that all materials posted or placed in the school mail system relate to the official business of the Association and such communication shall be cleared by the Association representative.

D. 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 such other 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 grievances or complaints. The Board is under no duty to incur costs for any reproduction.

#### ARTICLE IV

##### Teacher Responsibilities

A. It is the responsibility of the Association and individual teachers to honor Board policies and administrative regulations that are in accord with this Agreement and the laws of the State of Michigan and of the United States of America. It is

neither the function nor the right of the Association or individual teachers to assume administrative responsibilities.

B. It is the responsibility of the Association and each individual teacher, as well as the Board, to provide the highest quality educational program possible for every boy and girl in the school district. This requires when feasible:

1. Careful daily preparation.
2. Participation in building and district wide curriculum study.
3. Participation in public oriented activities of the school, such as:
  - a. Open houses
  - b. P.T.A. meetings
  - c. Public performances of children in plays, concerts, athletic activities, etc.
4. Participation in parent-teacher conferences is required. When conferences are held outside of the established school hours, released time will be authorized during the regular school hours in an equal amount.

C. When a teacher is unable to be in school on any given day he should contact his building principal as early as possible in order that he may arrange for a substitute.

The teacher is required to call his building principal before 2:30 P.M. on the day before he will return to his post. Without such a call it will be assumed that the teacher does not plan to return and the substitute will be retained for the following day. If the teacher does not make the call before 2:30 P.M. and both the teacher and the substitute report for work the following day, the substitute's salary may be deducted from the teacher's salary if there is no other assignment available for the substitute.



D. Time lost by unauthorized absence from duty will result in a proportionate salary reduction. The professional daily rate of any teacher shall be determined by dividing his base salary, as set forth in Appendix A, by 185 days.

E. In order to provide continuing health protection for students and other school personnel it shall be the policy of the Fenton Area Public School District that:

1. Upon initial employment each employee shall provide by certification of his private physician evidence of:
  - a. Such state of physical and mental health that he is able to attend to his assigned duties without undue absence during the ensuing year.
  - b. Freedom from active tuberculosis and other communicable diseases.
2. At least every two years thereafter the employee will show evidence of his continued freedom from active tuberculosis by either a tuberculin skin test or a chest x-ray.

## ARTICLE V

### Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Appendix A. Such salary schedule shall remain in effect during the one-year term of this Agreement.

1. Seven years experience in other school systems will be accepted with full credit on the schedule. Teachers under contract are to be placed on schedule. The Board, with the approval of the Association, may pay above schedule for personnel in extremely short supply when the school program would suffer unduly if the school system was forced to operate without such personnel.

2. A substitute teacher employed on a day to day basis, is paid at the rate of \$20.00 per day. Regularly employed teachers when substituting within the system by appointment of the administration will be paid at the rate of \$4.00 per class hour. This includes elementary teachers substituting for art and music teachers.
3. When a substitute teacher is employed for a consecutive period in excess of ten school days in the same position the rate of pay beginning on the eleventh school day shall be \$26.00 per day.
4. For extra-work, such as guidance personnel who work before and after the regular school year, the teacher shall be entitled to appropriate additional professional compensation at his established professional daily rate. The professional daily rate of any teacher shall be determined by dividing his base salary, as set forth in Appendix A, by 185 days.
5. Following is the schedule of additional pay for teachers employed in the athletic program:

Director of Athletics 13% of Base Salary

<u>Football</u>	<u>Percentage of Base Salary</u>
Head Coach	11%
Assistant Varsity Coach	8%
Head Reserve Coach	8%
Assistant Reserve Coach	7%
Head Freshman Coach	6%
Assistant Freshman Coach	5.5%
Head Junior High Coach	5.5%
Assistant Junior High Coach	5%
 <u>Basketball</u>	
Head Coach	11%
Head Reserve Coach	8%
Freshman Coach	6%
7th & 8th Grade Coach	5.5%



<u>Track</u>	<u>Percentage of Base Salary</u>
Head Coach	9%
Assistant Varsity Coach	7%
Junior Varsity Coach	6%
Junior High Coach	5.5%
 <u>Baseball</u>	
Head Coach	6.5%
Junior Varsity Coach	4%
Junior High Coach	2.25%
 <u>Wrestling</u>	
Head Coach	8%
Assistant Coach	5.5%
 <u>Cross Country</u>	
Head Coach	6%
 <u>Golf</u>	
Head Coach	6%
 <u>Tennis</u>	
Head Coach	5%
 <u>Girls Activities</u>	
Basketball Coach	4%
Softball Coach	4%
 <u>Cheerleading Coach</u>	
Head Coach	4%

6. Following is the schedule of additional remuneration for all other positions not covered above:

Department Chairmen	\$ 400.00
Special Education Teachers	500.00
Summer band	300.00
School band	600.00
Senior Play	150.00
Junior Play	150.00

Debate and Forensics	\$300.00
School Paper	250.00
School Annual	250.00
Vocal Music	350.00
Honor Choir	150.00
Freshman Sponsor	75.00
Sophomore Sponsor	75.00
Junior Sponsor	100.00
Senior Sponsor	150.00
7th & 8th Grade Sponsor	75.00
Elementary Safety Patrol	100.00
Elementary Library	250.00
Director of Materials Center	250.00
Supervisor of Audio-Visual Equipment	50.00 per elem. school
Supervisor of Science Laboratory	50.00 per elem. school
Driver Education Teachers (June, July, Aug. 1967)	5.00 per hour

7. Longevity pay - In addition to the teachers regular salary as determined by the salary schedule, a teacher who has completed 20 - 29 years in this school district shall receive an additional \$100.00; 30 - 39 years, an additional \$200.00; 40 or more years an additional \$300.00.

B. Insurance (1) Employee Insurance - The Board of Education will pay the premium of all full time teachers' medical and hospitalization insurance as provided by the Michigan Education Association, up to a maximum of \$12.00 per month per teacher. Part time teachers will receive premium payment by the Board of Education up to a maximum of \$6.00 per month. Full time teachers shall be interpreted to be those who work thirty-nine (39) or more weeks during the school year and who work at least six (6) hours per day, five (5) days per week. Part time teachers must work a minimum of fifteen (15) hours per week to qualify for the insurance program. Six (\$6.00) per month will be allowed teachers who work fifteen (15) hours per week but less than thirty (30) hours per week. Premium benefits shall be paid twelve months per year. Teachers who terminate their employment with the School District shall have insurance benefits through August 31 following the termination of the contract.

(2) Workmen's Compensation - Teachers working for the Fenton Board of Education are covered by Workmen's Compensation as required by law.

C. The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, and Good Friday.

D. A teacher shall be released from regular duties without loss of salary for not to exceed 2 days during the school year for the purpose of participation in the Michigan Education Association Regional Conference. The elected representatives and the assemblyman shall be released from regular duties without loss of salary not to exceed three days to attend the annual convention, as shall the newly elected president to attend the necessary leadership meetings.

E. Pay checks are to be issued every other Friday, members of the staff may have their pay divided into 20 or 26 pays.

F. A teacher shall be reimbursed at the rate of \$10.00 per semester hour for college course work completed beyond that which is required to qualify for the permanent certificate.

## ARTICLE VI

### Working Conditions

A. Teaching hours in the secondary schools shall be as follows:

Zero hour	7:00 - 7:55
1st. hour	8:00 - 8:55
Home room	9:00 - 9:10
2nd hour	9:15 - 10:10
3rd hour	10:15 - 11:10
4th hour	11:15 - 12:40
5th hour	12:45 - 1:40
6th hour	1:45 - 2:40
7th hour	2:45 - 3:40



Fourth hour outline

first 1/3 Lunch	11:10 - 11:40
Class	11:45 - 12:40
second 1/3 Class	11:15 - 12:10
Lunch	12:10 - 12:40
split 1/3 Class	11:15 - 11:40
Lunch	11:40 - 12:10
Class	12:10 - 12:40

Teachers would be assigned a schedule of 6 consecutive hours (first, second, or third shift.) If we are to assume that each teacher should be on duty an equal amount of time, the suggested times should be as follows with 1st and 3rd shifts on a voluntary basis:

First shift: Door opens at 6:50 A.M. Teachers on duty at 6:50 A.M.  
Dismissal time 1:40 P.M. Teacher on duty to 2:05 P.M.

Second shift: Door opens at 7:50 A.M. Teachers on duty at 7:50 A.M.  
Dismissal time 2:40 P.M. Teachers on duty to 3:05 P.M.

Third shift: Door opens at 8:50 A.M. Teachers on duty at 8:50 A.M.  
Dismissal time 3:40 P.M. Teacher on duty to 4:05 P.M.

B. The teacher's normal teaching hours in the elementary schools shall be as follows:

- (1) Teachers shall be at assigned place of duty no later than 8:30 A.M.
- (2) Teachers are to return to their classroom after noon dismissal 10 minutes preceding the first afternoon class.
- (3) Unless permission is granted by principal, teachers shall leave school no earlier than 3:45 P.M.

The Board recognizes the principle of a standard forty-hour workweek and will set work schedules and make professional assignments which can reasonably be completed within such standard workweek. The Board will not require teachers to

work in excess of such standard workweek within or outside of any school building.

C. Staff meetings - One staff meeting per month may be called at the discretion of the administration, upon 48 hours prior notice, to be confined within the time limits as follows:

Grades 7 - 12	2:50 - 4:00 P.M.
Grades K - 6	3:40 - 4:50 P.M. or 7:30 - 8:30 A.M.

Zero and seventh hour high school classes will not be held on the days of the meetings held at the above specified hours. This will allow all teachers to be present.

In addition, staff meetings may also be called at the discretion of the administration on any school day at the following specified times:

Grades 7 - 12	2:45 - 3:10 P.M.
Grades K - 6	3:35 - 4:00 P.M. or 8:05 - 8:30 A.M.

Children shall be dismissed at noon not less than 5 times per year, and the balance of the school day shall be devoted to coordinated vertical and horizontal study by teachers of the present school curriculum. Such study shall result in curriculum guides for all school grade levels and school subject areas.

D. Teaching loads and assignments - It is recognized by the Board and the local Association that the pupil-teacher ratio is an important aspect of an effective program. Therefore, they agree that every effort will be made to work toward the following maximum class sizes.

(1) Kindergarten	22 pupils
(2) Elementary school grades	25 pupils
(3) Special classes for handicapped or mentally retarded	15 pupils
(4) Special sight-saving and hearing conservation classes	12 pupils

(5) Classes of emotionally disturbed children 9 pupils

The maximum class size per teacher in the secondary schools which we shall work toward shall be as follows:

Accelerated English	25 pupils
English, Social Studies, General Education Mathematics, Science, Language, Business	30 pupils
Typing	30 pupils
Industrial Arts: Jr. High	24 pupils
I	22 pupils
Advanced	18 pupils
Drafting I	30 pupils
II	20 pupils
III	18 pupils
Vocational Shops	20 pupils
Homemaking: Junior High	20 pupils
Senior High	16 pupils
Music: General, 7th grade	30 pupils
Art	25 pupils
Physical Education	40 pupils
Counseling Guidance	350 pupils

E. The normal weekly teaching load in the senior high school will be 25 teaching periods, and 5 unassigned preparation periods. The normal weekly teaching load in the junior high schools will be 25 teaching periods and 5 unassigned preparation periods. A teaching period is defined as sixty (60 clock minutes including passing time.) The normal weekly teaching load in the elementary schools will be 27 1/2 teaching periods and 2 1/2 unassigned preparation periods for all, including special teachers. A teaching period in the elementary schools is defined as 50 clock



minutes. No departure from these norms, except in case of emergency, shall be authorized without prior consultation with, and approval of, the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance negotiation procedure hereinafter set forth.

Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study. Jr. high and senior high teachers shall have no more than three different preparations per day, except through mutual consent of the teacher and the administrator. With the consent of the teacher, he may be assigned a schedule requiring four different preparations. Only tenure teachers may be assigned a schedule requiring four different preparations.

Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable. Each teacher in the elementary grades shall be classified as a teacher of either early elementary or later elementary grades. Each shall be assigned within his classification. Assignment to a grade level in another classification may be made by mutual agreement of the teacher and the administration.

Secondary teachers shall be assigned to their major area or any area in which 18 semester hours of work have been completed. By mutual consent a change in a grade or subject area assignment may be made.

F. Teaching conditions - Facilities shall be furnished for:

1. Storing personal belongings, instructional materials and supplies,

provided that the District shall not be the insurer of the teachers' personal belongings and assume no liability for same.

2. All teachers shall have a duty-free uninterrupted lunch period, each day. Elementary teachers shall have one hour and secondary teachers shall have 30 minutes.
3. Elementary teachers, grades K through 6, will be provided relief time each day of no less than fifteen minutes each morning and afternoon.
4. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
5. In so far as possible, adequate parking facilities shall be made available and maintained to teachers for their exclusive use.
6. 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. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, as long as it is consistent with the high standards which the teaching profession has.
7. 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.

8. The Board shall furnish without charge uniforms for all physical education teachers and coaches; smocks for art teachers, home economics, manual training and science teachers; and shall provide without charge laundering service therefor.
9. The Board recognizes that appropriate texts, library reference facilities, maps, and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board agrees to take into consideration all joint decisions made by its representative and the Association. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.
10. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.
11. Present telephone facilities shall be made available to teachers for their reasonable use. Long distance calls for personal business shall be paid for at the office immediately following the call.



12. In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages shall be installed at the request of the Association, the proceeds to be used for the existing Building Recreational Fund.

## ARTICLE VII

### Vacancies and Promotions

A. In order to insure the highest quality of education for the children in our school system, professional teachers shall be hired by the Board whenever any teaching vacancy in the district shall occur. A professional teacher shall be recognized by the fact that he possesses a provisional or permanent teaching certificate issued by the State of Michigan. Persons who need a special certificate to teach may be hired by the Board to fill any teaching vacancies when qualified professional teachers are not available.

B. 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 provide for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least fifteen days.

C. 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 therefor shall be substantially superior to applicants with greater service. The Board declares its support of a policy of promotions from 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, including substitute service, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.

#### ARTICLE VIII

##### Transfers

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

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

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

#### ARTICLE IX

##### Leave Pay

A. The following is a statement of the sick leave policy:

The Association members shall be allowed 10 days leave of absence and 70 days cumulative time with full pay for enforced absence caused by personal illness or critical illness in the immediate family.

Immediate family in the case of illness shall be defined to include own children, wife, or husband, parents, grandparents, brother and/or sisters, and in-laws of like relation.

Three days of the 10 days sick leave may be used for personal purposes. These days can accumulate as sick leave only. A personal day shall be defined to include activities which can be conducted at no time other than during the school day. The Board reserves the right to limit the number of teachers on personal leave at any given time to one per elementary building and three within grades 7 - 12.

Any employee who must be absent from his duties for personal reasons, and for whom a substitute must be secured, shall notify his principal in writing on a form prepared by the Board and the Association not later than 12:00 noon of the day preceding his absence, or in emergency situations at the earliest time possible.

B. Any teacher who is absent because of any injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the duration of the illness with no subtraction of sick leave.

C. Any charge against a teacher's sick leave shall be signed for by that teacher upon his return.

D. Each teacher shall be notified at the beginning of the school year as to the number of days of sick leave he has accumulated.

## ARTICLE X

### Leaves of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness not to exceed one year, but can be extended at the discretion of the Board. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

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



- (1) A maximum of five days per school year for death of a parent, spouse, son or daughter, brother or sister.
- (2) Absence when a teacher is called for jury service.
- (3) Teachers shall be paid only for appearances before administrative bodies or courts only if subpoenaed on behalf of the administration, or for court appearances involving litigation arising out of the teacher's employment where the teacher has been finally adjudged not guilty of culpable misconduct in his employment and such cases as the Board in its discretion shall decide.
- (4) Board of Education approved visitation at other schools or for attending educational conferences or conventions, including Association meetings.
- (5) Time necessary to take the selective service physical examination.

C. Professional Study: An instructional employee who has been employed under contract for three years or more, upon written request, may at the discretion of the Board be granted, without pay, a leave of absence for study for one year, provided it does not in any way injure the program of the school. This period shall be treated as time taught for purposes of the salary schedule. Number of teachers on leave for professional study limited to five at any given time.

D. Maternity: The Board will grant a leave of absence for maternity, without pay, to any regularly employed staff member, who has been employed two years or more, upon written request for such leave, and upon proper certification of pregnancy by the employee's physician. Such leave of absence shall be for a period of not more than two full school years and may be renewed at the will of the Board. The application shall be filed not more than two months after pregnancy has been determined; the employee shall terminate her work not later than the end of the sixth

month of pregnancy, except that when this date falls within one school month of the end of the semester, the teacher may be permitted to complete the semester. Upon return to duty the teacher shall present a medical certificate stating that return to duty will not be injurious to the health of the teacher.

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

F. Teachers who are officers of the Association or are appointed to its staff may, upon proper application, be given leave of absence without pay for a maximum of one year for the purpose of performing duties for the Association. Teachers given leaves of absence without pay shall receive credit toward salary increment on the schedule appropriate to their rank. Number of teachers so involved shall be limited to three.

G. Military Leave: Any regular employee of the Fenton Area Public Schools who may be conscripted into the defense forces of the United States for training or service, shall make application for military leave for not to exceed the period of time for which he is conscripted and shall be reinstated to his position in this school system with full credit of the annual increment under the salary schedule upon written request supported by competent proof that said applicant is fully qualified to perform the duties of said position. Said application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety (90) days from the date of said release or discharge.

H. The Board shall grant a leave of absence without pay, for not to exceed one year which may be extended at the discretion of the Board, to any teacher to

campaign for, or serve in, a public office.

I. Exchange Teaching: General Policies

1. There shall be an exchange of instructional employees as authorized under the Teacher Exchange Plan selected by the Superintendent and approved by the Board, without pay, said selection be based on the educational programs they offer.
2. There may be no more than one exchange instructional employee during any one school year.
3. Candidates for exchange positions shall be selected on the following items:
  - (a) Outstanding teaching record
  - (b) Length of Service
  - (c) Contributions to curriculum and other educational activities.
  - (d) Ability of instructional employee to discuss educational policies and practices in and before professional groups.

Specific Policies

1. An instructional employee who has been under contract in this school system three years or more may be granted a leave of absence without pay for one or two semesters for exchange teaching.
2. Written application for such leave shall be made by the instructional employee not later than sixty (60) days prior to the end of that semester following which such leave is desired.
3. In computing service to determine the instructional employees position on the salary schedule at expiration of leave, time spent on leave for exchange teaching shall be counted the same as active teaching service in the school system.



J. Ill Health, Injury, or Other Equally Grave Emergency

1. An employee in this school system may be granted a leave of absence for one or two semesters on account of personal illness, accident, other equally grave emergency, and for rest and recuperation.
2. Written application for such leave shall be made by the employee, addressed to the Superintendent, who shall, upon receipt of same make such investigation as necessary to determine to the best of his ability, if the granting of said leave would serve not only the interests of the employee, but also that of the pupils and of the Board.
3. In computing service to determine the employee's position on the salary schedule at expiration of leave, time spent on leave shall not be counted the same as active service in this School District.
4. Leave of absence as described shall be without compensation from this School District.
5. Whenever a leave of absence is granted as described, said employee must give acceptable professional evidence of recovered health before being permitted to return to duties in this school system.

K. No leave will be granted for a period of more than one year without special action of the Board.

L. Travel or other Reasons: An instructional employee who has been employed under contract for three years or more, upon written request, may be granted, without pay, a leave of absence for travel or other reason considered valid by the Board for one year provided it does not in any way injure the program of the school.

M. Return from Leave of Absence: A person on leave of absence may return upon the expiration of the leave when there is a position available for which he is

qualified. Application to return from a leave of absence should be filed with the Superintendent not later than the first of March preceding the September in which he wishes to return.

## ARTICLE XI

### Teacher Evaluation

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, tape recorders, public address or audio systems and other similar mechanical devices shall be strictly prohibited.

B. Each teacher shall have the right upon request to review the contents of his own personnel file except college placement credentials which are confidential. A representative of the Association may be requested by the teacher to accompany the teacher in such a review.

C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, or disciplined for an infraction of discipline or delinquency in professional performances. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation of the Association is present. It is further agreed that the administrator doing the reprimanding, or disciplining may have as a witness another administrator.

D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without cause. Any such discipline, reprimand or reduction in 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 professional grievance negotiations procedure hereinafter set forth.

## ARTICLE XII

### Protection of Teachers

A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally or physically handicapped students nor to be charged with responsibility for psychotherapy. 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 relieve the teacher of responsibilities with respect to such pupil.

B. Any case of assault upon a teacher or his property shall be promptly reported to the Board or its designated representative. The Board shall provide initial legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board shall provide legal counsel and render all necessary assistance to the teacher in his defense if the Board and the Association's Professional Rights and Responsibilities Committee (PR & R Committee) feel that the action is justifiable.



D. Time lost by a teacher in connection with any incident felt justifiable by the Board and the Association's PR & R Committee mentioned in this article shall not be charged against the teacher.

E. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

F. 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 negligence or neglect of duty, for any damage or loss to person or property.

### ARTICLE XIII

#### Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to study between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

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

C. Not earlier than March 1, 1967, both parties will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.

D. If the parties fail to reach an agreement in any such negotiations, either party may involve the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

#### ARTICLE XIV

##### Grievance Procedures

###### A. Definitions

1. A "grievance" is an alleged violation or misinterpretation of the terms of this agreement or the written Board policies as they are from time to time promulgated and is a claim based on an event or condition which affects conditions or circumstances related to school operation.
2. The "aggrieved person" is the person or persons making the claim.
3. The term "teacher" is inclusive of any individual or group who is a member of the bargaining unit covered by this contract.
4. A "party of interest" is a person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "days" shall mean calendar days.

###### B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to problems of the parties. Both parties

agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently as described in Section E of these procedures.

C. Structure

1. There shall be one or more Association Representatives (Building Representatives) for each school building to be selected in a manner determined by the Association.
2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly representative and which shall serve as the Association grievance committee. In the event that any Association Representative or any member of the PR & R Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.
3. The building principal shall be the administrative representative when the particular grievance arises in that building.
4. The Board hereby designates the superintendent as its representative when the grievance arises in more than one school building.

D. Procedure

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



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

1. Level One

A teacher with a grievance must, within two working days, discuss with his immediate supervisor or principal the occurrence or event that gave rise to such grievance: individually, together with his Association Representative or through the Association Representative. The supervisor or principal must be given a maximum of seven days to make his decision.

2. Level Two

(a) In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within seven (7) days after presentation of the grievance, he may file the grievance in writing with the Association's PR & R Committee. The Association Representative will assist in writing the grievance.

(b) Within seven (7) days of receipt of the grievance, the PR & R Committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists and so notified the claimant, the teacher may continue to process his claim without Association help. If the committee decides there is a legitimate grievance, it shall immediately process the claim with the Superintendent of Schools. Within ten (10) days from receipt of the grievance by the Superintendent, he shall render a decision as to solution.

3. Level Three

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

4. Level Four

In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the ten (10) days, the grievance shall immediately be transmitted to the State Labor Mediation Board.

5. Level Five

In the event the grievance is not settled at Level Four, 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 Board shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the Education Association. The arbitrator shall have no power to alter, add or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The cost incurred shall be shared equally by both parties.

E. Rights to Representation

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

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgment of the Association Representative or the PR & R Committee, the grievance affects a group of teachers, the PR & R Committee may process the grievance at the level agreed upon by both parties.
2. The grievance discussed and the decision rendered at level one be placed in writing upon request of either party. Decisions rendered



at all other levels shall be in writing and shall promptly be transmitted to all parties of interest.

3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be designed by the Superintendent and the PR & R Committee, shall be prepared by the Superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
6. Access shall be made available to all parties, places, and records for all information necessary to the determination and processing of the grievance.
7. Failure to appeal a grievance within the specified time limit shall be deemed an acceptance of the decision at that level.
8. In the event that the teacher filing the original complaint at level one leaves the employ of the school district, or withdraws his complaint for any reason, the processing of said complaint shall cease.

#### ARTICLE XV

##### Miscellaneous Provisions

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 A.M. to report unavailability for work. Once a teacher has reported

unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. No polygraph or lie detector device shall be used in any investigation of any teacher.

C. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

D. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession (attached hereto as Appendix C) in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

E. 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 the Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

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

G. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found to be contrary to law, then

such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue to be in full force and effect.

H. The school calendar shall be a negotiable item, and shall receive the approval of the Association before being published. See Appendix B for the school calendar.

#### ARTICLE XVI

##### Statement of Philosophy Concerning Teaching of Controversial Issues

An important educational aim of the Fenton Area Public Schools is the preparation of students for intelligent and conscientious participation in our democratic society. The continued success of such a society depends upon the vigorous competition of ideas as well as any other aspect of human activity. Therefore, the opportunity for the free exchange of ideas must be preserved. The Board of Education and the Association are committed to the belief that such free exchange of ideas is part of the learning process, and aids in the development of a mature and responsible citizen. Members of the teaching staff should feel confident of the firm support of the administration, the Board of Education, and the Association in the teaching of controversial issues.

#### ARTICLE XVII

##### Professional Study Committees

A. There is hereby established a Professional Study Committee composed of four members, two members selected by the Board and two members selected by the Association. The Professional Study Committee shall investigate the following matters and submit a written report and recommendation to the parties on or before



April 1, 1967. Additional Professional Study Committees may be established as required.

B. The Committee shall consider the following questions

- (1) Study of primary cycle
- (2) Study advisability of year between kindergarten and first grade for those needing it.
- (3) Study advisability of shorter day for first grade.
- (4) Study advisability of a different time schedule for children in the special education program.
- (5) Study of proper grooming, personal cleanliness, and attire.
- (6) Study of the advisability of departmentalizing grades 4, 5, and 6.
- (7) Study of possibility of revising and improving the Tenure evaluation forms and procedures.
- (8) Study of reducing teacher paperwork and record keeping and greater emphasis upon substantive rather than procedural aspects of teaching.
- (9) Study of curriculum coordination throughout entire school system to give appropriate direction to the instructional process.

ARTICLE XVIII

Duration of Agreement

This Agreement shall be effective as of July 27, 1966 and shall continue in effect until the 31st day of August 1967. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By Ray J. Rausch  
Its President

By M. Winifred Koops  
Its Secretary

FENTON EDUCATION ASSOCIATION

By Jean L. Crawford  
Its President

By Kenneth H. Letsgner  
Chairman, Negotiating Committee

APPENDIX A

SALARY SCHEDULE

GRADUATED INDEX: 4% - 8 YEARS; 5% - 2 YEARS

\$5500 BASE

<u>Years of Experience</u>	<u>Bachelor's Degree</u>	<u>Master's Degree</u>
0	\$ 5500	\$ 6050
1	5720	6292
2	5949	6544
3	6187	6806
4	6434	7078
5	6691	7361
6	6959	7655
7	7237	7961
8	7526	8279
9	7902	8693
10	8297	9128



SCHOOL CALENDAR  
1966-67

August	31	Wednesday	Staff Meetings - New Teachers only
September	1	Thursday	Staff Meeting - Entire Faculty
	6	Tuesday	First day of school - A.M. only
	7	Wednesday	Jr.-Sr. high - Full day of school Elementary - A. M. only
	8	Thursday	Full day - Grades 1 - 12 Half of Kindergarten
	9	Friday	Second half of Kindergarten
October	13 & 14	Thursday & Fri.	M.E.A. Regional Institute
November	23	Wednesday	Thanksgiving Recess at end of sch. day
	28	Monday	Classes resume
December	22	Thursday	Christmas recess begins at end of School day
January	3	Tuesday	Classes resume
	20	Friday	Classes not in session. Teachers complete first semester records
March	23	Thursday	Spring vacation begins at end of school day
April	3	Monday	Classes resume
May	29	Monday	No School
	30	Tuesday	No School - Memorial Day
June	8	Thursday	Classes not in session - Teachers complete yearly reports
	9	Friday	Last day of school - A. M. only

**MICHIGAN EDUCATION ASSOCIATION**

**CODE OF ETHICS**  
**of the**  
**Education Profession**



**MEA**



# MEA

**MICHIGAN EDUCATION ASSOCIATION**

**1216 KENDALE BOULEVARD • POST OFFICE BOX 673**

**EAST LANSING, MICHIGAN 48824**



## INTRODUCTION

The Code of Ethics of the Education Profession was adopted at the 1963 Representative Assembly of the National Education Association. The ratifying action culminates over two years of work of several thousand members from all walks of the profession in the development of a Basic Code of Ethics for educators. More than 1.6 million educators now subscribe to the principles of this Code of Ethics.

Article XIII of the constitution of the Michigan Education Association provides that the Code of Ethics adopted by the National Education Association shall be the Code of Ethics for the members of the Michigan Education Association.

The Basic Code of Ethics is designed to enable various segments of the profession to develop supplements that will answer their special needs. Such action should be taken along with national counterparts and should be filed with all state and national professional organizations when adopted.

Since the Code of Ethics serves as the governing document for a changing profession, it must be subject to change also. If changes are proposed, they should be sent to the MEA Ethics Commission for consideration and further direction to the National Education Association when appropriate.

For assistance in interpretation or enforcement procedure, inquiries should be directed to the local association's Ethics Committee or to the MEA Ethics Commission.

## PREAMBLE

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

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

## PRINCIPLE I

### Commitment to the Student

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

In fulfilling our obligations to the student, we—

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



## PRINCIPLE II

### Commitment to the Community

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

In fulfilling our obligations to the community, we—

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

## PRINCIPLE III

### Commitment to the Profession

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

In fulfilling our obligations to the profession, we—

1. Recognize that a profession must accept responsibility for the conduct of its members and understand that our own conduct may be regarded as representative.
2. Participate and conduct ourselves in a responsible manner in the development and implementation of policies affecting education.
3. Cooperate in the selective recruitment of prospective teachers and in the orientation of student teachers, interns, and those colleagues new to their positions.
4. Accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities, and support them when unjustly accused or mistreated.
5. Refrain from assigning professional duties to non-professional personnel when such assignment is not in the best interest of the student.

6. Provide, upon request, a statement of specific reason for administrative recommendations that lead to the denial of increments, significant changes in employment or termination of employment.
7. Refrain from exerting undue influence based on the authority of our positions in the determination of professional decisions by colleagues.
8. Keep the trust under which confidential information is exchanged.
9. Make appropriate use of time granted for professional purposes.
10. Interpret and use the writing of others and the findings of educational research with intellectual honesty.
11. Maintain our integrity when dissenting by basing our public criticism of education on valid assumptions as established by careful evaluation of facts or hypotheses.
12. Represent honestly our professional qualifications and identify ourselves only with reputable educational institutions.
13. Respond accurately to requests for evaluations of colleagues seeking professional positions.
14. Provide applicants seeking information about a position with an honest description of the assignment, the conditions of work, and related matters.



## PRINCIPLE IV

### Commitment to Professional Employment Practices

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

In fulfilling our obligations to professional employment practices, we—

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

## VIOLETIONS 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 and when it 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.