

June 30, 1971

REGISTERED COPY NO. _____
Hanover-Horton Schools

PROFESSIONAL NEGOTIATIONS AGREEMENT

Between

BOARD OF EDUCATION, HANOVER-HORTON SCHOOLS
Jackson County
Horton, Michigan

and

HANOVER-HORTON EDUCATION ASSOCIATION
Hanover-Horton Schools
Jackson County
Horton, Michigan

July 1, 1969-June 30, 1971

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Hanover - Horton Schools

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This Agreement entered into this 1st. day of July, 1969, by and between the School District of Hanover-Horton, Michigan, hereinafter called the "Board," and the Hanover-Horton Education Association, hereinafter called the "Association."

W I T N E S S E T H:

1. Whereas, the Board and the Association believe in the importance of schools as an agency for the preservation and extension of our democracy; and

2. Whereas, the parties to this Agreement have a common goal of providing the best possible education for all children; and

3. Whereas, the Board and the Association are mutually committed to the human rights and dignities of all, as being necessary to good education, good management and good governments; and

4. Whereas, the parties to this Agreement are mutually committed to the necessity of good and equal educational opportunity for all pupils of the Hanover-Horton School District with no exclusion for any program on the basis of race, religion, creed, social or economic status; and

5. Whereas, it is the mutual responsibility of all members of the Hanover-Horton School District to insure good order and discipline throughout the District and that classroom teachers are fully supported in all reasonable measures taken to maintain and effectuate good order and discipline in their classroom; and

6. Whereas, the success of the Hanover-Horton District educational program is dependent upon the knowledge, skill, and creative ability of teachers and upon the quality and morals of the teaching service; and

7. Whereas, to obtain this goal it is imperative that there be an understanding and cooperation between the teachers in the classroom and the Board which is responsible for the operation of the school system; and

8. Whereas, the members of the teaching profession are particularly qualified to assist in formulating and recommending policies and programs to the Board, designed to improve educational standards; and

9. Whereas, the parties to this agreement believe that the best interest of public education will be served by establishing procedures to bargain on matters of common concern and to provide orderly channels for appeals should any differences not be resolved; and

10. Whereas, the Association has been duly selected by a majority of teachers as exclusive representatives of the teachers for purposes of dealing with the Board on matters of teacher concern; and

11. Whereas, according to the laws of the State of Michigan (Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965), the Board has a statutory obligation to bargain with the Association as the representative of its teaching personnel with respect to hours, salaries, terms, and conditions of employment; and

12. Whereas, the parties have reached understandings which they desire to confirm in this Agreement, and believe such action is in the best interest of the community, children, school system and teachers;

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 for all certified personnel under contract excluding: Superintendent and Principals. 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 and the Director of Guidance.

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

C. Definitions:

1. The term "teacher" when used hereinafter shall refer to all members of the Hanover-Horton Teachers' Association and their representatives in the bargaining or negotiating unit as above defined, and it shall include any non-member who is a teacher employee of the Hanover-Horton School District.
2. The term "Board" shall include its officers, trustees, and representatives.
3. Wherever the term "school" is used it is to include any work location or functional division or group.
4. Wherever the terms "Principal" or "Administrator" or "Administration" is used it is to include the administrator of any work location or functional division or group.
5. Whenever the term "supervisor" is used it is to include anyone having the authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, or reward; to discipline employees or responsibly direct them, or to adjust their grievances, or to effectively recommend such action if in connection with the foregoing where exercise of such authority is not merely routine or clerical in nature but requires the use of individual judgement.
6. Wherever the singular is used it is to include the plural.

ARTICLE II

Association and Teacher Rights

- A. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws, The Michigan Public Employment Relations Act or other applicable laws and regulations.
- B. Teachers have the obligation to take on membership in the United Profession subject to provisions established under the Agency Shop ruling spelled out in Article IV, paragraph A. This paragraph shall have the option of being negotiated yearly at the Association's request.
- C. The Association and its representatives shall be allowed to use equipment and buildings at all reasonable hours for meetings, provided that when special service is required, the Board may make a reasonable charge therefore. Arrangements shall be made at least two (2) days in advance of any meeting with the building Principal.
- D. From time to time the Board agrees to furnish the Association in response to reasonable requests, all available information concerning financial resources of the district, including but not limited to teacher's salaries and placement on salary schedule, annual financial reports and audits, register of certified personnel, administrative salaries and expenses, *(tentative budgetary requirements and allocations including county allocation board budgets), agendas and minutes of all board meetings, treasurers reports, census and membership data, and such other information as will assist the faculty in developing intelligent, accurate, informed and constructive programs on behalf of the teachers, together with public information which may be necessary for the faculty to process any grievance or complaint; and any changes, clarified above, received by the Superintendent's office will be furnished to the Association within five (5) days of said change.
Any request for information identified in this paragraph (D) made by an officially designated representative of the Association shall be made in writing, directed to the Superintendent. An appropriate written response shall be returned to the designated representative within five (5) working days from the date said request is received by the Superintendent. Working days in this instance shall be Monday through Friday inclusively.
- E. The Board shall furnish five (5) copies of the new approved budget to the Hanover-Horton Education Association.
The Board agrees to provide the Association with five (5) copies of the officially adopted budget acted on and accepted at the annual budget hearing.
- F. The provisions of this Agreement and the salaries, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory.

ARTICLE II - con't.

- G. The Administration should not expect evaluative forms to be completed unless such forms have been received by the teachers at least five (5) working days prior to expected date of completion, except in emergencies beyond the control of the Administration.
- H. Duly authorized representatives, elected and appointed positions of the Association and their respective affiliates, shall be permitted to transact official Association business on school property at all times, provided that this shall not interfere with nor interrupt student instruction.
- I. The Association shall be notified of all special Board meetings called by the Board to conduct business. The time, date, and place of special meetings shall be given to the Association by phone and/or written communication at approximately the same time and date that the Board members are notified.
- J. The Association shall be recognized as a part of the agenda of all regular meetings of the Board.
- K. The Association shall be notified by phone or written communication of the meetings of committee's of the Board as to time, date, and place at the discretion of the committee chairman, if invited. The Association shall have an opportunity to make reports and/or recommendations at such meetings.
- L. All agenda and printed materials under discussion by the Board shall be made available to the Association.

ARTICLE III

Rights of the Board

The Board on its own behalf and on behalf of the electors of the Hanover-Horton School District, hereby retains and reserves unto it self, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications, and conditions for their continuous employment, or their dismissal or demotion; and to promote, and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for extra curricular activities, all as deemed necessary by the Board;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers with respect thereto, and non-teaching activities, (relief time and preparation time).

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and Public Act 379 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 IV

Membership, Fees and Payroll Deductions

- A. All teachers as a condition of continued employment shall either
1. Sign and deliver to the office of the Superintendent not later than one week prior to the date of issue of the first regular pay check in September an assignment authorizing deduction of membership dues of the Association (including the National and Michigan Education Associations), or
 2. Cause to be paid to the Association a representation fee equivalent to the dues and assessments of the Association (including the National and Michigan Education Associations) not later than the date of issue of the first regular pay check in September. In the event the representation fee shall not be paid, the Board upon receiving a signed statement from the Association indicating the teacher has failed to comply with this condition, shall immediately notify said teacher his services shall be discontinued at the end of current semester. The refusal of said teacher to contribute fairly to the costs of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for termination of employment.
 3. The above clauses do not pertain to teachers under contract as of June 6, 1969.
- B. The Board shall also make payroll deductions upon written authorization from teachers for any other plans or programs jointly approved by the Association and the Board. A uniform list shall be prepared by the Association representative and verified by the Superintendent for this purpose for each school year.
- C. Under Michigan Law, dues for any employee may be deducted only upon written voluntary authorization of the individual employee. These written dues deduction authorizations shall be collected by a designated person within the Association and shall be presented to the Superintendent's office at least one week prior to the date of issue of the first regular payroll in September.
- D. The deduction of membership dues and/or assessments shall be made from one regular pay check each month, for three (3) months, beginning with the last pay check in September and ending in November; and the Superintendent, or his agent, agrees to remit to the respective Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.
- E. Payroll deductions including such items as insurances, credit union deposits, etc., shall be made each pay check at regular intervals.

ARTICLE V

Teaching Hours and Class Load

- A. 1. Teachers shall be required to report for duty fifteen (15) minutes before the opening of the pupils' regular school day in the morning.
2. With the exclusion of Friday or a day preceeding a holiday the teachers shall remain in their respective buildings for fifteen (15) minutes after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher and/or the Administration.
- B. Each teacher shall be in his respective class room five (5) minutes before the first class convenes and remain there unless in case of emergency or unless called to the office of his respective principal whereby the Principal shall make necessary arrangements to free him from any liability that may result from his absence.
- C. Teachers in grades 7-12 shall be granted two hundred and seventy-five (275) minutes per week for preparation or consultation, provided each period be not less than thirty (30) minutes or greater than ninety (90) minutes. Assignment to a supervised study period shall be considered a teaching period for purposes of this article.
- D. All teachers shall be entitled to a duty-free lunch period equivalent to the regular scheduled student non-eating noon period, except in case of emergency. Grades 7-12 will have a noon duty schedule limited to three (3) people per period.
- E. The Elementary teachers shall be provided two (2) recess periods daily free from duty to be used as relief time, except when assigned recess duty on an equitable revolving basis determined by the Principal and a Teacher from each respective building. The Board will make an effort to provide the Elementary Teachers with some preparation time on an equitable basis.
- F. Any departure from these norms shall not be made without prior consent 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 procedure hereinafter set forth.
- G. If a teacher is assigned to teach more than the normal teaching load as set forth in this Article, he shall receive additional compensation at the rate of:
- $\frac{\text{Annual salary}}{\text{number of normal hours taught per day}} = \text{salary for each hour of overload}$

ARTICLE V - con't

- H. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation within the school system shall be released from regular duties without loss of salary.

- I. The length of the teachers' school day in effect during the 1970-71 school years shall be considered the normal length of a school day for classes in session: 8:45 a.m. - 3:30 p.m. with the exception of Items A, I and A, 2 of this Article.

ARTICLE VI

Teaching Conditions

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

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered to meet the following optimum standards:

1. <u>Elementary</u>	<u>Optimum</u>	<u>Maximum</u>
Kindergarten	16	25
Grades 1,2,3	15	25
Grades 4,5,6	18	25
2. <u>Secondary</u>		
Vocational and Industrial Classes	(necessary room and facilities in the local building is a factor)	20
Academic Classes	18	25
Physical Education and Music		40

B. 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 study Committee of three (3) Association members and one (1) Principal shall meet within five (5) days from date of written request for the purpose of improving the selection and use of such educational tools. This committee will make its written recommendation to the Superintendent. The Board agrees at all time to keep the schools reasonably equipped and maintained.

C. The Board shall provide:

1. A separate desk with lockable drawer space and access to a lockable file cabinet for each teacher in the district.
2. Suitable lockable closet or locker space with key for each teacher to store coats, overshoes, and personal articles.
3. Adequate chalkboard and bulletin board space in every classroom.

ARTICLE VI - con't

4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
5. An appropriate text for every pupil in the grades one through six, and continue to provide necessary classroom texts for high school students.
6. A dictionary suitable for the respective age group in every classroom.
7. Adequate seating facilities for each student enrolled in each class to be placed in the classroom wherein the class meets and left there to permit classes to begin on time without confusion within two (2) weeks from the beginning of the school year.
8. Adequate books and materials required in daily teaching responsibility.
9. In all buildings, adequate 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. Keys shall be furnished to the teachers for the existing faculty lounges.
10. A designated area in the cafeteria wherein the teachers shall eat. No food shall be permitted in the teachers' lounge.
11. A soft drink vending machine shall be kept in the teacher's lounge and maintained by the installing company. The proceeds from the use of the machine shall be placed in the treasury of the Teacher's Association.
12. In all buildings, adequate telephone facilities including extensions from the main lines. One (1) extension in each building shall be located in the teacher's lounge.
13. A mail box for each teacher.
14. Adequate shelving for all book storage in the elementary buildings.
15. All classrooms shall be separated by soundproof partitions to prevent normal classroom sounds from causing distraction in adjacent rooms.

ARTICLE VII

Teacher Qualifications and Assignments

- A. The employment of teachers upon special certificates is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials and the Faculty shall be so notified in each instance. The Board will continue to make every effort to hire fully qualified and experienced teachers.
- B. Teachers shall not be assigned outside the scope of their teaching certificates or their major or minor field of study except temporarily and for good cause and by mutual agreement.
- C. All teachers shall be given written notice of their assignment for the forthcoming year no later than the first day of June. In the event that changes in such schedules are proposed, all teachers affected shall be notified and consulted. Only by mutual agreement will changes in teachers' schedules be made later than the 15th. day of August preceding the commencement of the school year.
- D. Any teacher cognizant of the fact that he will definitely not be an employee of this school system at the start of the coming school year, or at any time during a school year, will so notify the Superintendent of Schools in writing immediately upon his awareness of this fact.
- E. Teachers over 65 may be hired at the discretion of the Board on a year to year basis.

ARTICLE VIII

Vacancies, Transfers, and Promotions

- A. A teacher may apply for any position at any time. Such application should be in writing, addressed to the Superintendent of the school. Applications shall be considered should such vacancy occur whether during the time school is in session or during the vacation periods. This application shall be renewed annually. All vacancies shall be forwarded to the President of the Teachers' Association within five (5) working days after a vacancy is made known by the teacher.

- B. In filling a vacancy within the Association, the Board agrees to give due weight to the professional background and attainments of all applicant, the length of time each applicant has been in the school system, and other relevant factors. A teacher already in the system should be given the opportunity to apply for any position in the school system for which he or she qualifies. People outside the system will not be offered any position until regular staff members have been given an opportunity to apply for said position. An interview must be granted to any staff member making application for a position, and an offer or refusal must be made after the interview. All jobs shall be posted for at least ten (10) days. The Board will make every effort to fill open positions with qualified personnel who are on the staff at the time the vacancy occurs. The decision of the Board as to the filling of such vacancies shall, however, be final.

ARTICLE IX

Personal Illness, Disability, and Business Leave

- A. All teachers shall be allowed ten (10) days sick leave per year. Teachers shall have 100 days accumulation of sick leave at the rate of 10 days per year.
- B. Tenure teachers shall receive the difference between the regular pay and the substitute pay for the days he used beyond accumulated sick leave up to twenty (20) working days.
- C. Teachers shall receive a confirmation of their accumulated sick leave days with the first paycheck of the school year.
- D. Any teacher, who is absent because of an injury or disease compensable under the Michigan Workmens Compensation Law, shall receive from the Board the difference between the allowance under the Workmens Compensation Law and his regular salary of one (1) year with no subtraction of sick leave.
- E. A teacher absent from work because of mumps, scarlet fever, measles, chicken pox, or any disease as the result of contagion at school shall suffer no diminution of compensation and shall not be charged with sick leave.
- F. A leave of absence with administrative approval shall be granted for a period of three (3) hours or less for a medical or dental appointment that must be arranged during school time without loss of any compensation or sick leave time not to exceed four (4) times a year.
- G. No teacher shall absent himself from school unless specifically notifying the Administration in sufficient time commensurate for the illness or injury to allow for proper replacement. The "report for absence by 7:00 a.m. to the designated person" policy shall be effective unless the teacher can prove positive need for a tardy report.
- H. Two (2) days a year may be used for personal business: Such days shall be non-accumulative, at full salary. Arrangements for leave must be made with the Administration prior to the time of leave. Personal business leave days shall not be granted for the day preceeding or the day following holidays or vacations, or for the first and last days of each semester.
- I. At the beginning of every school year each teacher shall be credited with (3) days to be used for the teachers Educational Professional Business. Professional business days may be used for any educational purpose that benefits the school system, at the discretion of the building principal. The teacher planning to use a professional business day shall notify his principal at least one week in advance of his absence. Professional business days shall be used for the purpose of: (1) visitation to view other instructional techniques or programs, (2) conferences, workshops, or seminars conducted by colleges, universities, and the MEA and NEA and/or Affiliated Departments thereof. The teacher may be requested to file a written report, within one week of his attendance at such visitation, conference, workshop, or seminar.

ARTICLE IX - con't

- J. If in the event of personal illness, a lesson plan (written) is not provided for the orderly and constructive continuation of any class by a substitute teacher, the teacher responsible for this negligence shall forfeit all wages which would have been granted during the time in which a substitute teacher was required to teach with no plans. (Plans may be mailed or brought to the classroom by another person on the day you are out if this emergency arises or in an extreme emergency a teacher may telephone the principals office for the purpose of relaying lesson plans for the substitute. All such notification shall take place before 8:30 a.m.)
- K. Upon the recommendation of the Superintendent, the Board may, at the Board's expense, request a teacher to submit to a physical examination.

ARTICLE X

Leaves of Absence

- A. Critical Illness in Immediate Family. Up to three (3) days a year of the accumulated sick leave allowance may be used for critical illness in the immediate family. The immediate family shall include father, mother, spouse, and children.
- B. Death in the Immediate Family. Necessary absence in excess of three (3) days for each death in the immediate family (spouse, children, mother, father, brothers, and sisters of employee and spouse or any other deemed necessary by permit of the Administration) for this reason, leave-of-absence with pay chargeable against the teacher's sick leave allowance shall be granted.
- C. Maternity. Maternity leave of up to eighteen (18) months shall be granted a tenure teacher. A leave shall commence not later than the end of the sixth (6) month of pregnancy, except that, when this date falls within one school month of the end of a semester, the teacher may be permitted to complete the semester. The teacher may be re-employed at the beginning of the first regular semester, upon ninety (90) day notice of her intent and submission of a favorable medical report from a qualified physician. Upon return, a teacher may be assigned to the same or similar position, providing a vacancy exists. Any deviation from this part of the agreement can be made upon mutual consent between the teacher and the Superintendent acting as agent for the Board.
- D. Military Leave. A leave of absence shall be granted a teacher who is inducted or enlists for one period of enlistment in any branch of the Armed Forces of the United States. Reinstatement upon completion of such service shall be in accordance with the requirements of the applicable laws of the United States. Regular salary increments shall accrue.
- E. Public Office. A teacher shall be granted a one-year leave without pay prior to the beginning of, or at the conclusion of, the school year to campaign for himself or serve in a public office. Further extensions shall be granted at the will of the Board.
- F. Jury Duty. A leave of absence may be granted a teacher called for Jury duty. The Board agrees to pay the difference between the teacher's daily salary and the daily jury fee paid by the Court, providing such evidence is presented to the superintendent's office in writing (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty and on which he otherwise would have been scheduled to work.
- G. Court Appearance. A leave of absence with pay may be granted for the time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system, if the teacher is required by law to attend. Such proceeding would include arbitration, negotiations, mediation or fact finding.

ARTICLE X - con't.

- H. Attendance at Conferences. Teachers may be granted a leave of absence with pay for Administration approved visitation at other schools, or attendance at meetings or conferences of an educational nature. The number of teachers allowed to leave at any one time will be within the discretion of the Administration.
- I. Sabbatical Leave. Subject to the applicable Michigan statutory provisions and any amendments thereto, the Board may grant Sabbatical leaves for personal advancement providing:
1. No more than one of the teachers in the District shall be absent on Sabbatical leave at any one time.
 2. Requests are made in writing to the Superintendent on or before February 1 of the school year proceeding the school year for which the leave is sought.
 3. The teacher has completed at least six (6) consecutive full school years of service in the District.
 4. The teacher shall agree to remain in the employ of the District for a period of not less than two (2) years following his return from Sabbatical leave.
 5. The employee on Sabbatical leave will be required to file periodic reports at six (6) month intervals with the Superintendent.
 6. The Board shall be responsible for granting all leaves. Approval by the Board will be contingent upon securing a certified employee qualified to assume the applicant's duties while on leave.
 7. Upon return the teacher shall be entitled to advance to the next level of the salary schedule, receiving the benefit of the salary increase while on leave, providing all requirements of the Sabbatical leave policy have been fulfilled.

Unless otherwise indicated, the following conditions shall apply to extended leaves of absence:

1. Requests for leaves shall be in writing.
2. All extended leaves shall be limited to one (1) year. Further extensions shall be at the will of the Board.
3. Salary increments shall accrue.
4. Sick leave days shall not accrue but unused sick leave days shall be reinstated which were held at the start of the leave.

ARTICLE XI

Teacher Evaluation and Discipline

- A. Probationary teachers shall be evaluated by classroom observation at least three (3) times during each year, and tenure teachers will be evaluated at least once during each two (2) years by their principals. A written report shall be completed and signed by the Principal and the Teacher within ten (10) days after each evaluation. A copy of the report shall be given to the teacher. A teacher may submit his own evaluation if he does not agree with the Principal's evaluation. Both evaluations are to be placed in the teacher's personnel file. A teacher may also confer with the Superintendent regarding his evaluation.
- B. Each formal observation shall be made in person for a minimum of thirty (30) consecutive minutes. All monitoring or observation of the work of a teacher shall be conducted openly with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio system and similar surveillance devices shall be strictly prohibited.
- C. All evaluation shall be based upon valid standard for evaluating professional growth in conjunction with student progress.
- D. Each teacher shall have the right upon request to immediate access, in the presence of the administration, to his own personnel file concerning evaluation or critique in this school. Personnel files are not to be removed from the office. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
- E. A teacher must receive a copy of any and all items placed in his personnel file within two (2) days of placement of the items.
- F. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- G. The Board recognized that the Code of Ethics or the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall accept responsibility to deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.

ARTICLE XI - con't.

- H. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willfull deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline or the code of ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.
- I. A teacher shall at all times be entitled to have present a representative of the Association when he is called into the superintendent's or principal's office to be reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance.
- J. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage with out just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

ARTICLE XII

Reductions in Personnel and

Annexations and Consolidations of Districts

- A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.
- B. In the event this district shall be combined with one or more districts, the Board will assure the continued recognition of the Association and the continued employment of its members in such consolidated district.
- C. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain, as nearly as possible, those teachers within each subject area with permanent teaching certificates having the longest service in the District. The Board will further use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher.

ARTICLE XIII

Student Discipline and Teacher Protection

- A. Since the teacher's authority and effectiveness in his classroom are 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 the teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil, upon recommendation of two or more teachers and the building principal.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student, as prescribed in the Michigan General School Laws.
- C. A teacher may exclude a pupil from a class period when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing.
- D. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense. The Board will assume full financial responsibility only if the teacher is acquitted.
- E. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is reported within five (5) days in writing to the Board or Administration and to the teacher concerned. The complaint shall be answered in writing and a copy shall be sent to the parent and the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.
- F. Any formal complaint by a parent or school patron must be presented in writing by mail to the office of the Superintendent.
- G. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

ARTICLE XIII - con't.

H. Teachers in accordance with the Michigan School Code have authority to use physical force in the following instances:

1. Any teacher may use such physical force as may be necessary to take possession from any pupil of any dangerous weapon carried by him.
2. Any teacher may use such physical force as is necessary on the persons of any pupil for the purpose of maintaining proper discipline over the pupils in attendance at any school.

I. No teacher shall be liable to any pupil, his parent or guardian in any civil action for the use of physical force except in case of gross abuse and disregard for the health and safety of the pupil.

ARTICLE XIV

Professional Compensation

- A. The salary schedule for 1969-70 negotiated by the parties is set forth in Schedule A. The extra services remuneration schedule is set forth in Schedule B.
- B. The School Calendar upon which this salary schedule for 1969-70 is based is set forth in Schedule C.
- C. All teachers newly employed shall be allowed full experience outside the Hanover-Horton School District. Credit shall be given for one period of enlistment or draft into any of the Armed Forces of the United States if that teacher left teaching to serve his military obligation. Corresponding increments shall be allowed. Work experience for a vocational certificate shall be the first two (2) steps on the salary schedule.
- D. Additional salaries and special services remunerations shall be paid at the conclusion of the season, i.e. football at the end of football season and drama after each play; while a year-around activity, i.e. Future Homemakers, shall be paid at the end of the school year. Any incompleated services shall be prorated as approved by the Board before payment.
- E. Salaries other than special services or additional salaries shall be paid each two (2) weeks over a 10-month period in twenty (20) equal payments or over a one-year period in twenty-six (26) payments optional with the teacher in September when the Superintendent presents a form on which the teacher states his desire. The selection of payment plan shall remain in effect for the entire year.
- F. Any teacher terminating his services at the end of the school year is permitted to receive full payment of all salaries due with the final check rendered in June; provided, however, that the teacher terminating his services so notifies the Superintendent in writing not later than thirty (30) days prior to the last day of school.

ARTICLE XV

School Calendar

- A. For the term of this agreement the school calendar shall be as set forth in:
- B. The following conditions will govern school calendar
1. Orientation for new staff to Hanover-Horton Schools shall be held on the Thursday preceeding Labor Day.
 2. The Friday preceeding Labor Day shall be devoted to pre-opening planning conferences. The first pupil attendance day shall be the Tuesday following Labor Day.
 3. Schools will close one day in the fall for teachers institute.
 4. Three (3) two and one half ($2\frac{1}{2}$) in-service sessions shall be held after the regular school day. Attendance is mandatory unless permission is granted to leave by the building principal.
 5. School will close with a $\frac{1}{2}$ day session on the Wednesday before Thanksgiving.
 6. The following days shall be recognized and observed as legal holidays: New Year Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. If these days fall on Saturday, the preceeding Friday will be observed and if the holiday falls on Sunday, the following Monday shall be observed as the Holiday.
 7. Christmas vacation dates will be determined in accordance with the following schedule:

If Christmas falls on	-	School closes on	-	School begins
Sunday		December 16		January 3
Monday		December 15		January 2
Tuesday		December 21		January 7
Wednesday		December 20		January 6
Thursday		December 19		January 5
Friday		December 18		January 4
Saturday		December 17		January 3
 8. School will close for Spring vacation at noon on Good Friday and there will be no school the following week.
 9. School will close on the earliest Friday in June which provides at least 180 days of pupil attendance.

ARTICLE XVI

Professional Grievance Procedure

- A. Intent. The primary purpose of this procedure is to secure in the easiest and most efficient manner equitable solutions to a claim of an aggrieved party. Both parties agree that these proceedings shall be kept confidential at each level of this 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 Association.
- B. Definitions.
1. A "complaint" is a verbal claim based upon an event or condition which affects the working conditions of a teacher or group of teachers and/or the interpretation of meaning of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.
 2. A "grievance" is a complaint which has not been resolved and which has been reduced in writing, and is defined as an alleged violation of a specific article or section of this agreement.
 3. The "aggrieved person" is the person or persons making the claim.
 4. "Teacher" includes an individual or group of teachers, or the Association.
 5. A "Party of interest" is the person or persons who might be required to take action or against whom action might be taken.
 6. The term "days" shall mean calendar days, unless otherwise specified.
 7. The "grievance committee" shall be composed of three members of the Association's Professional Problems Committee.
- C. General Principles.
1. The failure of an aggrieved person to proceed to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
 2. At any level the failure of the administrator to communicate his decision within the specified time limit shall permit the teacher and/or the grievance committee to proceed to the next level.
 3. If any building representative or member of the grievance committee is a party of interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.
 4. Demotion or discharge of tenure teachers will not be subject to the grievance procedure. Such teachers will have resource through the Michigan Teacher Tenure Act.
 5. The number of days at each level shall be considered as a maximum and an effort should be made to expedite the process. Additional days may be added at any level by mutual agreement.
 6. In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

ARTICLE XVI - con't.

D. Procedure.

1. Level One. A teacher with a complaint shall discuss it within five (5) days of the event or occurrence which is its basis with his supervisor or principal in an attempt to reach a satisfactory solution. Following the initial discussion, either party may involve their representatives in additional discussions in order to effect an equitable solution. Within four (4) days after presentation of the complaint the supervisor or principal shall give his answer orally to the employee.
2. Level Two. If the teacher is not satisfied with the disposition of his complaint he may within the next seven (7) days file a grievance (see Schedule E) and arrange for a meeting of himself and his Association representative with the principal or supervisor to again seek a satisfactory solution. Within seven (7) days from receipt of the grievance by the principal or supervisor he shall render a decision in writing to the grievant.
3. Level Three. If the teacher is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within seven (7) days after presentation of the grievance, he may file the grievance within seven (7) days with the grievance committee, within seven (7) days after receipt of the written complaint the grievance committee shall decide whether or not there is a legitimate grievance. If the committee decides that no grievance exists, and so notifies the claimant, the teacher may continue to process his claim without Association support. If the committee decides there is a legitimate grievance, it shall immediately process the claim with the Superintendent. Within fourteen (14) days from receipt of the grievance by him, he shall render a decision in writing to the grievance committee.
4. Level Four. In the event the aggrieved person is not satisfied with the disposition of the grievance on Level Three, or if no decision has been rendered within the prescribed time limits, he may refer the grievance through the grievance committee to the Board of Education. Within fourteen (14) days from receipt of the written referral to them, they shall meet with the Association's grievance committee for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within fourteen (14) days of this meeting.
5. Level Five. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. 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 proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall

ARTICLE XVI - con't.

have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by both parties.

E. Rights to Representation. All parties of interest shall be present and may be represented by another person at all meetings and hearings at any level of the Grievance Procedure. In no event shall any teacher be represented by an officer, agent, or representative of any organization in conflict or competition with the Association.

F. Miscellaneous.

1. A grievance may be withdrawn at any level by mutual agreement without establishing precedent.
2. No reprisals of any kind shall be taken by or against any party or interest or any participant in the grievance procedure by reason of such participation.
3. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
4. All available information necessary to the determination and processing of any grievance shall be furnished upon request to all parties involved in said grievance.
5. Hearings and meetings at all grievance levels, will be established by mutual agreement between the Board and the Association, and in no case will these result in loss of pay.
6. All grievance procedure meetings, hearings etc. will be conducted during non-teaching time.

ARTICLE XVII

Professional Committees

- A. A Professional Study Committee shall be organized to continue a channel of communication between the Board and the Association concerning the Association's stand on issues affecting the harmonious interaction between the school and the community, and the well being of the learning institution.
1. It shall consist of three (3) representatives from the Association, one (1) Principal, one (1) Superintendent, and two (2) Board representatives.
 2. Organization shall take place within fifteen (15) working days after September 1 of each school year. Both parties are mutually responsible for organization of said committee.
 3. Meetings shall be held within five (5) days after written notice has been presented to the chairman by any one member. Said chairman shall be chosen by the committee at the organizational meeting.
- B. A Professional Grievance Committee shall be organized to assist in processing the grievance procedures as set forth in ARTICLE XVI of this Agreement.
- C. Nothing in this article shall limit the number of professional committees that may be established by the Association. ,

ARTICLE XVIII

Negotiation Procedures

- A. Neither party in any negotiations 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. While no final agreement shall be executed without ratification by the Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Both parties agree to submit the final agreement for ratification to their appropriate governing bodies. After ratification by both parties their representatives shall attach their signatures to the ratified agreement. There shall be three (3) signed copies for purposes of record. One retained by the Board, one by the Association, and one by the Superintendent.
- B. All negotiations will take place during non-teaching hours.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measure it may deem appropriate.

ARTICLE XIX

Insurance Protection

The Board shall provide the full cost of Michigan Blue Cross-Blue Shield Insurance to those teachers who qualify. This coverage is to continue as long as the teacher is under contract.

ARTICLE XX

Miscellaneous Provisions

- A. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- C. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed, hereafter employed, or considered for employment by the Board. Any teacher considered for employment by the Board must return the copy of the Agreement, if not permanently employed, to the Board.

ARTICLE XXI

Duration of the Agreement

- A. This Agreement shall become effective as of July 1, 1969, and shall continue in effect until June 30, 1971, with the exception of Schedules A, B, and C.
- B. Changes required in this Agreement for the school year of 1971-1972 shall be made no sooner than December 31, 1970 or no later than May 31, 1971. Notification by either party must be in writing requesting a meeting to discuss such changes and upon receipt of this notification by either party a meeting shall be held within fifteen (15) calendar days of the mailing date on the posted envelope. Notification to the Association must be sent to its President, and a notice to the Board may be sent either to the Superintendent, and the administrative employee of the Board, or to the President of the Board. The Board shall arrange a date and hour of meeting convenient for the Board and Association committee members. Additional meetings as necessary shall likewise be made for mutual convenience.

HANOVER-HORTON TEACHERS' ASSOCIATION

HANOVER-HORTON BOARD OF EDUCATION

William A. Shushok
Association President

D. E. Rainey
President

Paul Ahlstrom
Negotiations Spokesman

Harold E. Loder
Negotiations Spokesman

Judy Lora
Negotiations Representative

Patricia Lums
Negotiations Representative

Lynn Harden
Negotiations Representative

Eugene Cooley
Superintendent of Schools

Dated this 26th day of June 1969, at Horton, Michigan

SCHEDULE A

Professional Compensation (salary schedule)

<u>STEP</u>	<u>NON DEGREE</u>	<u>INDEX</u>	<u>BA/BS</u>	<u>INDEX</u>	<u>MA/MS</u>
1	5,800.00	1.0000	6,800.00	1.073	7,300.00
2	6,000.00	1.0573	7,189.64	1.134	7,714.00
3	6,200.00	1.1146	7,579.28	1.195	8,129.00
4	6,400.00	1.1719	7,968.92	1.256	8,544.40
5	6,600.00	1.2292	8,358.56	1.317	8,958.20
6		1.2865	8,748.20	1.378	9,373.00
7		1.3438	9,137.84	1.439	9,787.80
8		1.4011	9,527.48	1.500	10,202.60
9		1.4584	9,917.12	1.561	10,627.40
10		1.5157	10,306.76	1.622	11,042.20

ADDITIONAL SERVICES

COMPENSATION

SCHEDULE B

These percents relate to the salaries listed in schedule A for the Level appropriate to each teacher and at the step consistent with the number of years of activity experience. In the case of basketball and football, advancement from one coaching level to another shall not be cause to reduce the experience level for that activity.

1. SPORTS:

- 10% Athletic Director
- Basketball and Football:
 - 9% Varsity
 - 7% Jr. Varsity
 - 6% Assistants, Freshman, Jr. High
 - 6% Baseball
 - 6% Golf
 - 6% Track
 - 6% Cross Country

2. CLUBS AND ACTIVITIES:

- 9% Band
- 7% Plays (5% each)
- 6% School paper
- 6% Year book
- 3% FHA
- 3% Student Council Advisor
- 6% Cheerleaders and GAA
- 5% Senior Class Advisor
- 5% Junior Class Advisor
- 3% Sophomore Class Advisor
- 3% Freshman Class Advisor
- 3% Varsity Club Advisor
- 3% Drama Club Advisor
- 3% Chess Club Advisor

3. MISCELLANEOUS:

- Driver training: \$5.00 per hour
- Visual Aids: consider as class hours on scheduled school time (to be filled after all instructional positions are filled).
- Athletic duties: to be arranged by Athletic Director.
- Guidance Counselor: 6%

SCHOOL CALENDAR

1969-70

SCHEDULE C

WK	M	T	W	Th	F	No. Days	WK	M	T	W	Th	F	No. Days	
1	*	**					22							
1	1	2	3	4	5	4	26	27	28	29	30	5		
2	8	9	10	11	12	5	23	2	3	4	5	6	5	
3	15	16	17	18	19	5	24	9	10	11	12	13	5	
4	22	23	24	25	26	5	25	16	17	18	19	20	5	
5	29	30	1	2	3	5	26	23	24	25	26	27	5	
6	6	7	8	9	10	5	27	2	3	4	5	6	5	
7	13	14	15	MEA 16	17	4	28	9	10	11	12	13	5	
8	20	21	22	23	24	5	29	16	17	18	19	20	5	
9	27	28	29	30	31	5	30	23	24	25	26	** 27	5	
10	3	4	5	6	7	5	31	EASTER VACATION					3	0
11	10	11	12	13	14	5	32	6	7	8	9	10	5	
12	17	18	19	20	21	5	33	13	14	15	16	17	5	
13	24	25	** 26	* Thanksgiving 27 28		* 3	34	20	21	22	23	24	5	
14	1	2	3	4	5	5	35	27	28	29	30	1	5	
15	8	9	10	11	12	5	36	4	5	6	7	8	5	
16	15	16	17	18	19	5	37	11	12	13	14	15	5	
17	CHRISTMAS					0	38	18	19	20	21	22	5	
18	VACATION					0	39	25	26	27	28	* 29	4	
19	5	6	7	8	9	5	40	1	2	3	4	5	5	
20	12	13	14	15	16	5								
21	19	20	21	22	23	5								
Semester Total						91	Semester Total						89	

* NO SCHOOL
** OUT AT NOON

SCHEDULE D

Grievance Report Form

Grievance # _____ School District _____ Distribution of Form

GRIEVANCE REPORT

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

Submit to Principal in Duplicate _____

Building Assignment Name of Grievant Date Filed

LEVEL II

Date Cause of Grievance Occurred _____

1. Statement of Grievance _____

2. Provisions of Agreement allegedly violated _____

3. Relief Sought _____

Attach additional sheet to this form if more space is needed

SCHEDULE D - Page 2

In the event of two or more Grievants, each must sign this form:

_____/_____
Signature Date

_____/_____
Signature Date

_____/_____
Signature Date

_____/_____
Signature Date

_____/_____
Signature Date

_____/_____
Signature Date

Disposition by Principal _____

_____/_____
Signature Date

Position of Grievant and/or Association _____

_____/_____
Signature Date

THE MICHIGAN TEACHER TENURE ACT

State of Michigan--Act No. 4 of the Public Acts of the Extra Session of 1937, as amended, through the Regular Session of 1964.

MICHIGAN TEACHERS TENURE ACT

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

The People of the State of Michigan enact:

ARTICLE I
DEFINITIONS.

38.71 Definitions; teacher.

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

38.72 Same; certificated.

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

38.73 Same; controlling board.

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

38.74 Same; demote.

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

38.74 Same; school year.

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

ARTICLE II
PROBATIONARY PERIOD.

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

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

SCHEDULE E - con't.

and appeal as provided in article four and article six of this act: Provided further, that the controlling board, after this act becomes effective, any place on continuing tenure any teacher who has previously rendered two or more years of service.

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

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

33.83 Same; notice to teacher, written statement.

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

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

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

ARTICLE III.
CONTINUING TENURE.

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

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

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

Section 2. In the event that a teacher on continuing tenure is employed by another controlling board, he shall not be subject to another probationary period of more than one year, and may at the option of the controlling board be placed immediately on continuing tenure.

ARTICLE IV.

DISCHARGE, DEMOTION OR RETIREMENT.

38.101 Discharge, demotion or retirement of teacher.

Section 1. Discharge or demotion of a teacher on continuing tenure may be made only for reasonable and just cause, and only after such charges, notice, hearing, and determination thereof, as are hereinafter provided: Provided, however, that nothing in this act shall be construed as preventing any controlling board from establishing a reasonable policy for retirement to apply to all teachers who are eligible for retirement under Act No. 184 of the Public Acts of 1937.

38.102 Same; written charges, signatures, professional services.

Section 2. All charges against a teacher shall be made in writing, signed by the person making the same, and filed with the secretary, clerk or other designated officer of the controlling board: Provided, that charges concerning the character of professional services shall be filed at least sixty days before the close of the school year. The controlling board, if it decides to proceed upon such charges, shall furnish the teacher with a written statement of the charges, and shall, at the option of the teacher provide for a hearing to take place not less than thirty nor more than forty-five days after the filing of such charges.

38.103 Same; suspension, compensation.

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

38.104 Same; hearing.

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

- a. The hearing shall be public or private at the option of the teacher affected.
- b. No action shall be taken resulting in the demotion or dismissal of a teacher except by a majority vote of the members of the controlling board.
- c. Both the teacher and the person filing charges may be represented by counsel.
- d. Testimony at hearings shall be on oath or affirmation.
- e. The controlling board shall employ a stenographer who shall make a full record of the proceedings of such hearing and who shall, within ten days after the conclusion thereof, furnish the controlling board and the teacher affected thereby with a copy of the transcript of such record, which shall be certified to be complete and correct.
- f. Any hearing held for the dismissal or demotion of a teacher, as provided in this act, must be concluded by a decision in writing, within fifteen days after the termination of the hearing. A copy of such decision shall be furnished the teacher affected within five days after the decision is rendered.
- g. The controlling board shall have the power to subpoena witnesses and

SCHEDULE E - con't.

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

38.105 Necessary reduction in personnel, first vacancy.

Section 5. Any teacher on permanent tenure whose services are terminated because of a necessary reduction in personnel shall be appointed to the first vacancy in the school district for which he is certified and qualified.

ARTICLE V.

RESIGNATION AND LEAVE OF ABSENCE.

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

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

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

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

ARTICLE VI.

RIGHT TO APPEAL.

38.121 Appeal; hearing notice.

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

ARTICLE VII.

STATE TENURE COMMISSION.

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

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

38.132 Same; terms, vacancy.

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

38.133 Same; geographical qualifications of members.

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

38.134 Same; qualification of teacher member.

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

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

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

38.136 Same; meetings.

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

38.137 Same; power to enforce act.

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

38.138 Same; compensation and expenses.

Section 8. The members of the state tenure commission shall receive five dollars per day while hearing cases and shall be reimbursed for necessary traveling and other expenses incurred in the performance of the duties of the commission. The expenses of the state tenure commission shall be paid by the state treasurer out of the general funds in the manner already provided by law for the payment of the accounts of boards and commissions.

38.139 Same; duty to act as board of review.

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

SCHEDULE E - con't.

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

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

38.141 Appropriation.

Section 11. The sum of four thousand five hundred dollars is hereby appropriated for each of the fiscal years ending June thirty, nineteen hundred thirty-eight and June thirty, nineteen hundred thirty-nine to defray the expenses of the state tenure commission.

ARTICLE VIII.

DISTRICT.

38.151 Application.

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

ARTICLE IX.

PENALTY.

38.161 Penalty.

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

ARTICLE X.

INCONSISTENT ACTS.

Section 1 repealed 1947, Act 129.

38.172 Waiver of rights by teachers.

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

Article XI repealed 1945, Act 267.

ARTICLE XII.

38.191 Effective date.

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

SCHEDULE F

ADDENDUM - ARTICLE XI, SECTION F - Page 16

HANOVER - HORTON SCHOOLS
Horton, Michigan

TEACHER TENURE POLICIES

The Board of Education of the Hanover-Horton Schools No. 18 hereby makes the following statement of personnel policies which will be effective as of the date of July 1, 1965.

1. CERTIFICATION

1. All teachers holding a provisional or permanent certificate or a life certificate with a degree or a certified teacher with a minimum of 120 semester hours of credit and having been employed for two (2) or more consecutive years shall upon issuance and acceptance of a new contract be granted continuing tenure under the Michigan Tenure Act.
2. Teachers not meeting state certification requirements for the provisional certificate shall take a minimum of six (6) semester hours yearly as a prerequisite to recommendation of re-employment by the district. Such shall remain in force until the provisional certificate has been granted upon recommendation of a teacher training institution.

II. PROFESSIONAL STANDARDS

1. The Board of Education shall attempt to employ only those teachers who are able to present not less than the minimum requirements of professional and scholastic training for the current provisional certificate.
2. Teachers in service when these policies first become operative (February 8, 1956) who do not possess a bachelors degree shall be required to meet the provision of the Michigan Certification Code.
3. Out of deference to their years of service, item 2 (preceding) shall not apply to employees who have served in the school districts which consolidated under the name Hanover-Horton Rural Agricultural School twenty years or longer.

March 1955 - Tenure elected by district voters.

2/8/56 - Original policy adopted
10/ /57 - Additional provision for Tenure Committee
12/6/62 - Revised
3/23/65 - Revised
5/1/66 - Revised
7/1/67 - Reprinted

SCHEDULE F - con't.

III. PROBATION

1. Term of probation:

- A. All teachers during the first two years of employment shall be in a period of probation.
 - a. "No teacher shall be required to serve more than one probationary period in any one school district or institution; provided, that a third year of probation may be granted by the controlling board upon tenure commission."
 - b. "In the event that a teacher on continuing tenure is employed by another controlling board, he shall not be subject to another probationary period of more than one year, and may at the option of the controlling board be placed immediately on continuing tenure." Article II, Sec. 2; Article III, Sec.2.

2. Probation committee

- A. A committee of the Superintendent, one (1) member of the Board of Education, the Chairman of the local Teacher Tenure Committee, and the Principal supervising the Probationary Teacher shall meet during the month of November according to arrangements by the Principal with each probationary teacher in the school system whose work has been unsatisfactory.
- B. The Committee named in III-2-A will meet during the month of February according to arrangements by the Teacher Tenure Committee to discuss the resume of all probationary teachers.

3. Tenure Coach for Probationer

- A. A Tenure Coach for a teacher new in the system shall be appointed by the Principal.
 - a. Qualifications:
 - (1) Must be a tenure teacher.
 - (2) Shall be chosen from the same department in which the probationer is placed whenever possible in order to give assistance concerning methods, materials, and curriculum.
 - b. Period of duty:
 - (1) A temporary Coach for each new teacher shall be appointed by the Principal on or before the second Friday after school convenes. This coach shall serve until Thanksgiving recess. The temporary coach may continue as regular coach during probationary period if satisfactory to both parties concerned. Otherwise, a permanent coach is appointed from the other teachers on tenure in the building.

SCHEDULE F - con't.

c. Duties include:

- (1) Shall make the teacher familiar with the tradition and policies of the school system:
 - (a) Routine
 - (b) Professional
- (2) Shall help the new teacher adjust in her relationship with the adult personnel in her building.
- (3) Shall make himself available for help along instructional lines. Whenever possible, principal should arrange for opportunities for the coach to observe the probationer at work and in turn for the probationer to visit the coach at work.
- (4) Shall make reports to the Principal concerning the progress of the probationer.

IV. CONTRACTS

1. All certified school employees continuing tenure will be notified not later than March 1 as to the length of the school term and the total amount of annual salary they are to receive for the following year.
2. All probationary certified school employees shall be rendered written negotiation not later than sixty (60) days preceding the close of the school term of their employment status with the local school for the ensuing year.

V. SALARY REGULATIONS

1. A reduction of salary of all school employees necessitated by financial conditions shall not constitute demotion as defined by Michigan Tenure Act providing such reduction follows a plan developed by the cooperative efforts of a committee representing the Board of Education, the administration, and the classroom teachers.
2. Salaries of all continuing tenure employees shall commensurate with the financial picture of the district as determined by the committee designated in No. 1 of No. V.

VI. RELEASE OF CERTIFICATED PERSONNEL

1. The continuing tenure teacher shall not discontinue his service with the Board of Education at any time after sixty days before the opening of the new school term, except by mutual consent.
2. A teacher on continuing tenure and under contract for the ensuing school year faces loss of his certificate if he resigns without permission of the local board of education. (Ruling of Atty. Gen. Frank Kelley 3/8/65)
3. If it becomes necessary to reduce the number of certified employees because of a reduction in the number of pupils, the Board of Education reserves the right to determine which employees shall be released in order to make the best possible adjustment of personnel to the new school program. However, any teacher on con-

SCHEDULE F - con't

tinuing tenure whose services are terminated because of such necessary reduction in personnel shall be appointed to the first vacancy in the school district for which he is certified and qualified.

VII. RETIREMENT

1. The Board of Education reserves the right to establish a retirement policy not inconsistent with the Michigan Public School Employees Retirement Fund Law. The policy shall apply to all school employees. The employee must be notified in writing one year in advance of the date the employee is expected to retire.

VIII. DISMISSAL

1. If at any time the quality of the work of a continuing tenure employee shall be deemed so unsatisfactory as to justify proceedings for discharge, the Board of Education will proceed under the provisions of the Michigan Tenure Act. Or, it may give the employee written notice of dissatisfaction and warning that unless during the next school year such causes of dissatisfaction are removed, the teacher shall be liable for dismissal.

IX. LEAVE OF ABSENCE

1. Continuing tenure employees shall be allowed leaves of absence in accordance with the Michigan School Law and the Policies set up by the Board of Education of the district.

X. LOCAL TENURE COMMITTEE

1. Composition:

- A. The local Tenure Committee, representing the teachers, shall be composed of three (3) members of the faculty who are under continuing tenure and shall serve for three (3) years.
 - a. One member shall be elected each year by faculty members who are under continuing tenure.
 - b. The committee chairman shall be chosen by the elected members within four (4) days following the election.
- B. One (1) school administrator shall serve on the committee.
- C. One (1) member of the Board of Education shall serve on the committee.

2. Chairman calls meeting:

- A. The chairman of the local Tenure Committee shall arrange for the February meetings with each probationary teacher.

XI. LOCAL TENURE COMMITTEE POLICIES

1. These policies shall be binding on all school employees eligible to

SCHEDULE F - con't.

receive tenure under the Michigan Tenure Act and the Board of Education. Subsequent changes in these policies may be made only upon recommendation of a committee composed of representatives of the Board of Education, the administration, and the teachers.

2. The said committee shall meet regularly during the first week of January to review the operation of tenure within the school district. The function of said committee shall be:
 - A. To recommend additions or changes to the Board of Education and to the Hanover-Horton Tenure for approval.
 - B. Such approval to be voted by the Board of Education at its regular meeting.
 - C. Such approval to be voted by the Tenure Teachers at a meeting for such purposes.

XII. PHYSICAL EXAMINATION

1. Each teacher being placed under tenure shall submit to a general physical examination at the descretion of the Board, including a chest x-ray for tuberculosis. The service of the examining physician will be provided by the Board of Education if approval has been made by the said Board previous to the time of examination.
2. Each probationary teacher shall submit to the same examination.

XIII. VALIDATION OF TENURE POLICY

1. Any portion of the local tenure policy invalidated by the Michigan Tenure Law shall not invalidate other parts of the policy written within the frame work of the law.

SCHEDULE G

HANOVER-HORTON SCHOOLS

Adopted March 15, 1966

CALENDAR FOR EVALUATION OF PROBATIONARY TEACHERS IN H-H SCHOOLS

- SEPTEMBER
1. Pre-school Conference; begin new teacher orientation
 - A. Review Teacher Evaluation Form
 - B. Review use of "Visitation Report Form" used by Principals
 - C. Assign Probationer-Coaches by 2nd. Friday after school begins
- OCTOBER
1. Principals begin classroom observations of First Year Probationers
 2. Begin recording progress of teachers
 - A. Observation reports
 - B. Anecdotal records
 - C. Results of conferences with: Coaches, Department Heads, other appropriate personnel.
 3. Establish date of conferences with First Year Probationers
- NOVEMBER
1. Continue classroom observations
 2. Begin written documentation in cases where a probationary teacher's work is considered unsatisfactory.
 - A. Inform teacher by dated memorandum if work is unsatisfactory
 - 1) Copies to: Tenure Committee Chairman, Teacher, Personnel File, Principals
 - B. Specify areas where improvement is needed
 - C. Include suggestions for improvement
 3. Continue progress reports:
 - A. Include visitations to other teacher's rooms
 - B. Include anecdotal record of growth (improvement) or lack of it
 - C. Include written reaction of parents, evidences of student growth, evidence of community participation, evidence of improving skills, confidence, classroom management, discipline, etc.

SCHEDULE G - con't.

4. Confer with others that share responsibility for teacher performance:
 - A. Coaches, Department Heads, Consultants, Superintendents, etc.

DECEMBER

1. Continue classroom observations
2. Continue communications with all Probationers

JANUARY

1. Sight evidences of a good and acceptable job.
2. Where evidence exists that the teacher is not measuring up to expectations:
 - A. Inform the teacher in writing AND personal conference
 - B. Inform Superintendent in writing
3. Continue documentation of Probationary Teacher's performance
4. Set dates for conference with Tenure Committee

FEBRUARY

1. Review all materials accumulated in file: Visitation reports, anecdotal records, conferences, etc.
2. Hold Tenure Committee Conferences with probationary teachers.

MARCH

1. BY WEEK OF MARCH 5
 - A. Complete all evaluation materials and recommendations for probationary teachers.
2. BY WEEK OF MARCH 12
 - A. Make certain all materials are in teacher's personnel folder in Superintendent's office.
3. BY WEEK OF MARCH 17
 - A. Teacher, in writing from Superintendent's office notified of status
 - 1) Teacher is not recommended for Tenure
 - 2) Teacher is recommended for a second year probation
 - 3) Teacher is recommended for a second year probation but work is not completely satisfactory.
 - 4) Teacher is recommended for a third year probation
 - 5) Teacher recommended for Tenure
4. BY WEEK OF MARCH 25
 - A. Board of Education, in writing, shall receive written recommendations for their consideration
 - B. Board of Education in SPECIAL MEETING shall consider recommendations of Tenure Committee

SCHEDULE G - con't.

- C. Formal action shall be taken by Board of Education on recommendations.
- D. State Tenure Committee to be notified in writing of action of the board.

APRIL

- 1. PRINCIPALS MEET WITH PROBATIONARY TEACHERS:
 - A. Develop plans for continued improvement of probationary teachers
 - B. For teachers whose performance is unsatisfactory but continued on probationary status:
 - 1) Outline specifically what must be accomplished or corrected to be placed on permanent Tenure the following year
 - 2) Copies to be prepared for Probationary Teacher, Personnel File, Principals
 - 3) Every effort made to seek continued teacher cooperation
 - C. Plans to be reviewed with Superintendent
- 2. Principals use consultants to develop long range plans

MAY &
JUNE

- 1. Principals file a year-end report of progress; copy to teacher, personnel file and Superintendent

SCHEDULE H

CODE OF ETHICS
OF THE
EDUCATION PROFESSION

* * *

The Code of Ethics of the Education Profession was adopted at the 1963 Representative Assembly of the National Education Association.

Article XIII of the constitution of the Michigan Education Association shall be the Code of Ethics for the Members of the Michigan Education Association.

* * *

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.

4-4-67

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 nonprofessional 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 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 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. Such procedures are set forth in the Rules of the MEA Board of Reference. According to these Rules, 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 presented in writing, through the District President, to the District Ethics Committee.
2. The complaint must include a description of the incidents alleged to be violations of the Code and the dates of these incidents.
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 alleged to have been violated and the violation must be logically tied to the sections noted.

Before a complaint is brought against a member of the professional association, every effort should be made to resolve the conflict. Hearings pertaining to violations of the Code of Ethics will take place, under the Rules of the Board of Reference, after such counseling attempts have failed to resolve the problem.