

10 <sup>6-30-69</sup> ~~General~~ *Lake Fenton*  
*Research*

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

AGREEMENT

BETWEEN THE

LAKE FENTON BOARD OF EDUCATION

AND THE

LAKE FENTON EDUCATION ASSOCIATION

*Lake Fenton Board of Education*

**RECEIVED**

DEC 15 1967

OFFICE OF  
PROFESSIONAL NEGOTIATIONS

*MEA  
1216 Hendale  
East Lansing, Mich.  
48823*

## 1967-68 TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
I	Recognition	2
II	Association & Teacher Rights	3
III	Rights of the Board	5
IV	Deduction for Professional Dues	6
V	Teaching Hours & Class Load	7
VI	Teaching Conditions	9
VII	Qualifications & Assignments	12
VIII	Vacancies, Promotions, Transfers	13
IX	Leave Pay	14
X	Personal Business	16
XI	Sabbatical Leave	17
XII	Unpaid Leave of Absence	18
XIII	Academic Freedom	19
XIV	Teacher Evaluation	20
XV	Professional Behavior	21
XVI	Professional Improvements	22
XVII	Maintenance of Standards	24
XVIII	Reductions in Personnel & Annexations & Consolidations of Districts	25
XIX	Continuity of Operations	26
XX	Professional Compensation	28
XXI	Terminal Leave	29
XXII	Student Discipline & Teacher Protection	30
XXIII	Insurance Protection	32
XXIV	Grievance Procedures	33
XXV	Curriculum Review Committee	38
XXVI	Professional Study Committee	39
XXVII	Negotiation Procedures	40
XXVIII	Miscellaneous Provisions	41
XXIX	Duration of Agreement	42
SCHEDULE A	SALARY SCHEDULES FOR 1967-68 SCHOOL YEAR	
SCHEDULE B	ELEMENTARY SCHOOL HOURS	
SCHEDULE C	CODE OF ETHICS	

AGREEMENT

between the

Lake Fenton Board of Education

and the

Lake Fenton Education Association

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1967, by and between the School District of Lake Fenton Community Schools of Fenton, Michigan, hereinafter called the "Board", and the Lake Fenton Education Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of the Lake Fenton Community Schools is their mutual aim,

WHEREAS the members of the teaching profession are particularly qualified, they shall be called upon for advice in formulating policies and programs designed to improve education standards, and,

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

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement,

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 and sole bargaining representative for all certified personnel whether under contract, on leave, on per diem basis, employed or to be employed by the Board, excluding: Superintendent, Assistant Superintendent, Principals, Assistant Principals, Business Manager, and supervisors within the meaning of the Public Employment Relations Act. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.
  
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

## ARTICLE II

### Association and Teacher Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiating and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law.
- C. The Association and its representatives shall have the same rights as other community groups to use school buildings at all reasonable hours for meetings, provided that where custodial services are required, the Board may make the same charge that is made to other community groups.
- D. Therefore, duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operation.
- E. The Association shall have the privilege to use school facilities and equipment, including, but not limited to, typewriters, mimeographing and other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.

ARTICLE II CONTINUED

- F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each building. The Association may use teacher mailboxes for communications to teachers. The informational materials will be identified with the name of the individual posting it or the unit authorizing it. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises.
- G. The Board agrees to furnish to the Association in response to reasonable requests from time to time information that is pertinent to collective bargaining purposes after it has been presented to the Board of Education or to another governmental agency.

The Association shall specify the information desired and the purpose for which it is desired. Each request and specification shall be in writing.

- H. The Board should consult with the Association on any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association should be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.
- I. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. Consistent with the Code of Ethics of the Education Profession as reproduced in Schedule C; the private and personal life of any teacher is not within the appropriate concern or attention of the Board except as it exceeds the bounds of questionable, ethical or moral behavior that brings disgrace and discredit to the Lake Fenton Community Schools.
- J. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, color, national origin, age, sex or marital status.

### ARTICLE III

#### Rights of the Board

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

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
3. To establish grades and courses of instruction including special programs, establish rules and regulations, and to provide for athletic, recreational and social events for students, as deemed necessary or advisable by the Board;
4. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and nonteaching responsibilities and the terms and conditions of employment.
5. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

## ARTICLE IV

### Deduction for Professional Dues

- A. Teachers shall have 30 days from the beginning of their employment to sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect unless, subsequent to June 1st and prior to September 15th of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board.
- B. The deduction of membership and Association dues shall be made from alternate paychecks for ten deductions beginning with the second check and the Board agrees promptly to remit to the respective Associations all moneys so deducted, accompanied by a list of teachers from whom the deductions have been made.



## ARTICLE V

### Teaching Hours and Class Load

- A. It is mutually recognized by the parties that the principal of the 40 hours normal work week cannot be interpreted literally into the ratio between assigned teaching periods and unassigned preparation periods in senior high school. Each senior high school teacher shall have a minimum of four unassigned preparation/conference periods in the normal work week.

The term "unassigned preparation/conference" shall be construed to include the use of this period for the purpose of preparation and the following when deemed necessary in the judgment of the Principal:

1. Parent/Teacher Conferences.
2. Paid classroom substitution, such substitution to be on a rotating basis. A teacher not wishing to substitute in his turn, will be responsible for securing an alternate and advising the office of the change.
3. An assignment other than teaching in an extreme emergency.

The normal weekly working load in the elementary schools will be the 40 hour weekly work week.

- B. Elementary Day:

The elementary teaching day has been established as shown in Schedule B.

- C. All teachers shall be entitled to a uninterrupted lunch period of not less than 35 minutes with the following exceptions:
1. High School teachers with a noon time assignment shall be given released time during the homeroom period.
  2. The Board agrees to hire a playground supervisor to assume supervision duties during the noon period. Elementary teachers may be assigned duty which may result in a duty free lunch period of less than 35 minutes in the event of the absence of the hired supervisor.
- D. Elementary Teachers will be provided with a 15 minute relief period each day on the average. In addition, elementary teachers may have for preparation all time during which their classes are receiving instructions from various teaching specialists.

ARTICLE V CONTINUED

E. In the event that the Board of Education requests a negotiations session or a meeting involving a professional grievance during the school day, any teacher participating in said meeting shall be relieved from duty without loss of pay during this meeting.

## ARTICLE VI

### Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that organization of the school and the school day should be directed at 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 wherever possible and practical to the following maximums:

(1)	Kindergarten	22 pupils
(2)	Elem. School Grades	25 pupils
(3)	Special classes for handicapped or mentally retarded	15 pupils
(4)	Special sight-savings and hearing conservation classes	12 pupils
(5)	Emotionally disturbed classes	9 pupils

The maximum class size per teacher in the secondary school should be as follows whenever possible and practical:

English, Social Studies, Gen. Education,	
Math, Science, Language, Business	25 pupils
Typing	30 pupils
Industrial Arts	20 pupils
Drafting	30 pupils
Vocational Shops	20 pupils
Homemaking	20 pupils
Music	35 pupils
Art	25 pupils
Health Education	40 pupils
Pool	30 pupils
Hygiene	25 pupils

These data represent optimum aims. The Board should agree to make every effort to provide these ratios when practical.

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.

ARTICLE VI CONTINUED

- B. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools.
- C. Under no conditions should a teacher be required to drive a school bus as part of his regular assignment.
- D. The Board shall make available in each school adequate lunch room, restroom and lavatory facilities for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty room in which smoking shall be permitted.
- E. Telephone facilities shall be made available to teachers for their reasonable use and shall be limited to non-toll calls only.
- F. In schools where cafeteria services for teacher is not available, a vending machine for beverages shall be installed at the request of the Association.
- G. Adequate parking facilities shall be made available to teachers.
- H. Discipline of Teachers:
  - 1. The Board may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of teachers.
  - 2. No teacher shall be disciplined, including a reprimand, suspension with or without pay, demotion or discharge without just cause. Just cause shall include, but not be limited to: a) Incompetance, b) Insubordination against the reasonable rules and regulations of the Board or its agents, c) Moral Misconduct, d) Violation of the terms of this Agreement.

Notwithstanding the foregoing, in the case of the discipline of a tenure teacher within the meaning of the Michigan Tenure of Teachers Act, just cause shall be determined under that Act.

- 3. Discipline of teachers shall be subject to the grievance procedure; provided, that: a) As to probationary teachers, the Board may give such notices of unsatisfactory work and such other notices as shall be required or permitted by the Michigan Tenure of Teachers Act. b) As to teachers on Tenure, pending grienvances shall be dismissed on the filing of written charges under the Michigan Tenure of Teachers Act.

ARTICLE VI CONTINUED

- I. The Board agrees to make available in each school reasonable typing, duplicating, stencil and mimeograph facilities and to aid teachers in the duplication of instructional material.
- J. The Board shall provide copies exclusively for teachers use, of all adopted texts used in each courses he is to teach.
- K. The Board shall provide a recent edition of a collegiate dictionary when requested.
- L. Protective clothing for art, home economics, science and industrial arts teachers shall be provided when requested and shall be identified as school property.

## ARTICLE VII

### Qualifications and Assignments

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university except in the event that a person with these qualifications is not available and where said teacher has outstanding credentials.
- B. The employment of teachers upon special certificates is to be permitted only in cases of absolute necessity and the Association shall be so notified in each instance.
- C. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study and the Association shall be so notified in each instance.
- D. All teachers shall be given written notice of their tentative schedules for the forthcoming year no later than the preceeding first day of June. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the 1st day of August preceding the commencement of the school year, unless an emergency situation requires same. The Association shall be so notified with a written statement of reasons why this was considered necessary.
- E. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule A, and summer school, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district.

## ARTICLE VIII

### Vacancies, Promotions & Transfers

- A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible.
- B. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least seven calendar days.
- C. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors.
- D. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least seven calendar days.
- E. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had prior to such transfer to supervisory or executive status.
- F. There may be established an administrative intern program for the purpose of identifying and training potential administrators among the professional staff. In order to qualify for the intern program, a teacher must have had at least three years of teaching experience and expect to receive his master's degree within one year.

## ARTICLE IX

### Leave Pay

- A. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law may receive from the Board the difference between the allowance under the Workmen's Compensation Law plus Washington National Insurance and his regular salary. This becomes effective only after the termination of accumulated sick leave. This daily differential may be paid for a period of time not to exceed 30 days.
- B. The computation of a teacher's daily wage will be based on the current year's teacher duty days being divided into the salary of the teacher.
- C. Sick leave shall accrue to teachers at the rate of 10 days per year. Said days shall become available to the teacher on the first duty day.
- D. Each teacher shall be entitled to an accumulation of up to 90 days for the unused portion of each year's leave which shall be available in future years of continuous employment.
- E. It is the teacher's responsibility to file a signed statement certifying that he is eligible for "absence without loss of salary" and the reason for the absence in the Principal's office within two (2) days after the termination of the absence. If this procedure is not followed, the applicable per diem deductions from the teacher's salary will be made.
- F. Any teacher whose personal illness extends beyond the period compensated under Article IX shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position, if available.
- G. Leaves of absence with pay chargeable against the teacher's allowance shall be granted for the following reasons:
  - 1. A maximum of five days per school year for a critical illness in the immediate family.
  - 2. One day when emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care.
  - 3. One day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband or wife.



ARTICLE IX CONTINUED

4. Time necessary for attendance at the funeral services of a person whose funeral the teacher would customarily attend.

H. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for approved visitation at other schools, and/or for attending approved conferences or conventions.

## ARTICLE X

### Personal Business

- A. Two days a year of the sick leave allowance may be used for personal business, non-cumulative. The purpose of this leave is to relieve teachers of financial hardship in situations over which they have no control.
- B. Personal Business means an activity that requires the teacher's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session.
- C. An application for a personal business leave must be submitted to the Principal in writing at least one week in advance (except in the event of an emergency when a shorter notice may be acceptable.)
- D. A personal business leave day shall not ordinarily be granted for the day preceeding or the day following holidays or vacations, and the first and last days of the school year.
- E. A teacher called for jury duty or to give testimony in which he is neither a defendant nor plaintiff before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

## ARTICLE XI

### Sabbatical Leave

- A. Teachers who have been employed for seven years may be granted a sabbatical leave for one year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall be paid half his full annual salary. In the event that the teacher takes leave for only one semester, he shall be paid one-fourth his full annual salary.
- B. A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he would have been had he taught in the district during the period.
- C. At the request of the Board, the teacher will agree to return to employment in the Lake Fenton School system for one full year in the event of a semester's leave, or two full years in the event of a year's leave.

## ARTICLE XII

### Unpaid Leave of Absence

- A. A military leave of absence shall be granted (School Code 388, 421, pp. 616) to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.
- B. A maternity leave shall be granted without pay. The teacher shall be entitled to return from such leave within two years to a substantially equivalent position, if a position is available. A female teacher adopting a child may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the probate court.
- C. Professional improvement leave of absence without pay may be granted upon mutual agreement of the Board and the Association. The regular salary increment occurring during such period shall be allowed.

ARTICLE XIII

Academic Freedom

- A. The Board recognizes the principal of academic freedom within the bounds of ethical, moral and socially acceptable standards as found in the MEA Code of Ethics of 1963. See Schedule C.

## ARTICLE XIV

### Teacher Evaluation

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems, and similar surveillance devices shall be strictly prohibited, unless requested in writing by the teacher.
- B. Each teacher shall have the right upon request to review the contents of his personal file concerning his work at Lake Fenton Community Schools. A representative of the Association may be requested to accompany the teacher in such review.
- C. Probationary teachers will be evaluated at least two (2) times during the year and tenure teachers will be evaluated at least once during each year by an Administrator. A written report shall be completed and signed by the Administrator and the teacher. A copy of the report shall be given to the teacher and a copy shall be placed in the teacher's personal file in the Superintendent's office. A teacher may also confer with the Superintendent regarding the evaluation providing the Administrator is notified in advance of this conference.
- D. No later than March 15th of each probationary year a final written evaluation report will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent.

## ARTICLE XV

### Professional Behavior

- A. 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.
- B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession of 1963. A copy of this Code of Ethics is attached hereto as Schedule C.
- C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful 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. 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, will institute proceedings against the offending teacher. The breach by a member of any of the above may also be considered unprofessional behavior, a grievance, and shall constitute good cause as required in the tenure statutes.
- D. A teacher shall at any time be entitled to request the presence of a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance by a member of the administration. When a request for such representation is made, no further action shall be taken with respect to the teacher until such representative of the Association is present.
- E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of a professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof without just cause, 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.

## ARTICLE XVI

### Professional Improvements

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational program.
- B. Board policy on conference attendance accepted as written here:

#### SUBMISSION OF REQUEST

1. Request must be made in writing and submitted to the Principal a reasonable number of days prior to the conference.
2. Any request not covered in these policies shall be submitted to the Board of Education.

#### REGULATIONS

1. Attendance is limited to the confines of the State of Michigan.
2. More than one teacher may attend from a department at the same time on a school day at the Principal's discretion and providing adequate substitutes are available. However, other teachers in the department may attend on non-school days upon prior approval of the principal.
3. No more than one conference per school year may be attended by a teacher, and it must be in their major field of teaching.
4. No more than two school days may be taken for any one conference.
5. The department head, if any, or the principal, shall be responsible for a fair rotation of teachers who will attend in succeeding years.

#### ALLOWANCES

1. A maximum of \$50. will be allowed for any one conference per teacher in attendance.
  - a) Mileage at the currently approved rate shall be paid to the site of the conference and return.



ARTICLE XVI CONTINUED

- b) The cost of meals - enroute and during the conference shall be allowed.
  - c) No more than two nights of lodging shall be allowed.
3. A maximum of seventy-five (\$75.) per school year will be allowed for the Athletic Department, to be used for coaches to attend conferences or clinics, with prior approval of the Athletic Director.
  4. It is recommended by the Board of Education, that whenever possible, transportation and lodging expenses be shared with others attending the conferences.
- C. At the request of the Association, or on the Board's initiative, arrangements may be made for after-school courses, workshops, conferences and programs designed to improve the qualify of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. All teachers desiring to attend may be allowed to do so.

ARTICLE XVII

Maintenance of Standards

A. All conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, relief periods, leaves, and general working conditions shall be maintained at not less than the highest minimum standards becoming effective in the district at the time this Agreement is signed.

## ARTICLE XVIII

### 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 use its best efforts to assure the continued employment of its employees 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 should retain, as nearly as possible, those teachers with permanent teaching certificates having the longest service in the district. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher.

## ARTICLE XIX

### Continuity of Operations

- A. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practices as defined by Section 10 of the Public Employment Relations Act.
- B. In the event that more than 4 days of session are missed the school calendar will be adjusted for the days in excess of 4 by either shortening vacation schedules or extending the school year. The dates for such adjustments shall be mutually agreed upon by the Board and the Association.
- C. During the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take a part in, any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of a teacher's duties of employment) for any purpose whatsoever.
- D.
  1. The Association will not support the action of any teacher taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful, and proper performance of his contractual duties, or who refuses to participate in any of the activities prohibited by this Article.
  2. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or executive officials because of any decisions, actions, or statements made either personally or in the course of their official duty relative to collective bargaining, the administration of this Agreement, or the education policies of the Board. The Association further agrees that it will neither take nor threaten to take any reprisals against the Board, or any members thereof, by reasons of any decisions, actions or statements made by them either personally or in the course of their official duty relative to collective bargaining in the administration of this Agreement or the educational policies of the Board.
  3. It is expressly understood that this Section D will not be construed as in any way restricting the rights of the Association take any lawful action or exert any lawful pressure in connection with negotiations for future professional negotiation Agreements.

ARTICLE XIX CONTINUED

- E. Violation of this article by any teacher or group of teachers will constitute just cause for discharge and/or the imposition of discipline or penalties.
- F. The Board of Education, in the event of violation of this article, will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the Association; provided, however, that if the Association promptly disclaims, in writing to the Board and publicly, responsibility for any activity prohibited hereby, it will not be liable in any way therefore.
- G. Nothing contained in this article will be construed as a waiver of any rights the Association or its members may have under Act 379 of the Michigan Public Acts of 1965 or which are otherwise provided by law.

ARTICLE XX

Professional Compensation

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect for one year. Said Schedule A shall be effective as of the beginning of the 1967-68 school year even though this Agreement is not ratified until a later date.
- B. The salary schedule is based upon a normal weekly teaching load, as heretofore defined, during normal teaching hours. Teachers new to the Lake Fenton system shall report for 3 working days prior to the first day of session; other teachers shall report 2 working days prior to the first day of session. All teachers will be required to remain two days after the last day of session.

ARTICLE XXI

Terminal Leave

In appreciation for services to the school district, a terminal leave payment of \$500 may be paid upon retirement provided this teacher shall have been employed in the school district for 10 consecutive years prior to retirement.

## ARTICLE XXII

### 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 teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy.

Whenever it appears that a particular pupil requires the attention of a special counselor, social worker, law enforcement personnel, physician or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

- 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.
- C. A teacher may suspend a pupil for one 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. Suspension of students from school may be imposed only by a principal or his designated representative. School authorities will endeavor to achieve correction of student misbehavior through counselling and interviews with the child and his parents when warranted. Transfer of the student to another teacher or other measures, short of suspension, will first be exhausted.



ARTICLE XXII CONTINUED

- E. Any case of assault upon a teacher in connection with a school related activity shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- F. If a teacher is complained against or sued by reason of disciplinary action taken by the teacher, within the policies of the Board, against a student, the Board will, at the teacher's request provide legal counsel and render all reasonable assistance to the teacher in his defense.
- G. Time lost by a teacher in connection with any incident mentioned in this article, not compensable under Workman's Compensation, shall not be charged against the teacher unless he is adjudged guilty by a court of competent jurisdiction.
- H. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention if deemed meritorious. If any question of breach of professional ethics is involved, the Association shall be notified.

## ARTICLE XXIII

### Insurance Protection

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection:

- A. Washington National Insurance Company accident and sickness indemnity coverage.
- B. The Board shall provide Blue Cross comprehensive hospitalization, medical and surgical benefits as follows:
  1. Up to a maximum of \$20 per month per policy.

The Board shall make payment of all insurance premiums for teachers to provide the above insurance coverage for a full 12 month period, commencing September 1 and ending August 31.

## ARTICLE XXIV

### Grievance Procedures

#### A. Definitions:

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

#### B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceedings independently as described in Section E of these procedures.

#### C. Structure:

1. There shall be one or more Association representatives (building representatives) for each school building to be selected in a manner determined by the Association.
2. The Association shall establish a professional rights and responsibilities committee, which shall be broadly representative and which shall serve as the Association Grievance Committee. In the event that any Association representative or any member of the PR & R Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.

## ARTICLE XXIV (CONTINUED)

3. The building Principal shall be the administrative representative when the particular grievance arises in that building.
4. The Board hereby designates the Superintendent as its representative when the grievance arises in more than one school building.
5. If a grievance arises from action of authority higher than the Principal of a School, the Association may present such grievance at the appropriate step of the grievance procedure.

### D. Procedure:

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practicable.

#### 1. Level One:

A teacher with a grievance must, within two (2) working days discuss with the appropriate supervisor or Principal the occurrence or event that gave rise to such grievance individually, together with his Association Representative, or through the Association Representative. The supervisor or Principal must be given a maximum of seven (7) days to make his decision.

#### 2. Level Two:

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

ARTICLE XXIV (CONTINUED)

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

3. Level Three:

In the event the aggrieved person is not satisfied with the disposition of his grievance at level two, or if no decision has been rendered within thirty (30) days from the date of the grievance by the Superintendent, he may refer the grievance through the PR & R Committee, to the Board of Education's Review Committee. This committee shall be composed solely of members of the Board of Education. Within ten (10) days from receipt of the written referral by the Board, its Review Committee shall meet the Association's PR & R Committee for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within thirty (30) days.

4. Level Four:

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

5. Level Five:

In the event the grievance is not settled at level four, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing.

Neither party shall be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.

## ARTICLE XXIV (CONTINUED)

The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning, and conclusions on the issues submitted.

The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His authority shall be limited to deciding whether a specific article and section of this Agreement has been violated and shall be subject in all cases to the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other National, State, County, District or Local Laws. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgement and discretion under Law and this Agreement.

The arbitrators' fee and other expenses of arbitration shall be divided equally between the parties. Each party shall bear his own expense in connection therewith.

### E. Rights to Representation:

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

### F. Miscellaneous:

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

ARTICLE XXIV ( CONTINUED )

3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participants.
4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be designed by the Superintendent and the PR & R Committee, shall be prepared by the Superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
6. Access shall be made available to all parties, places, and records, for all information necessary to the determination and processing of the grievance.
7. If the teacher does not file a grievance in writing with the Principal or other designated Board representative within seven (7) days (school) after the occurrence, then the grievance shall be considered as waived.
8. Failure to appeal a grievance within the specified time limit shall be deemed an acceptance of the decision at that level.
9. In the event that the teacher filing the original complaint at level one leaves the employ of the school district, or withdraws his complaint for any reason, the processing of said complaint shall cease.
10. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
  - a. The termination of services of or failure to re-employ any probationary teacher.
  - b. The placing of a non-tenure teacher on a third year of probation.
  - c. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers Tenure Act (Act 4 of Public Acts, extra Session, of 1937 of Michigan, as amended).

## ARTICLE XXV

### Curriculum Review Committee

- A. There may be established a Curriculum Review Committee composed of six members, two members to be selected by the Association, two members to be selected by the Board and two members who are not employed in the school system to be mutually agreed upon by the parties to represent the public. This committee shall systematically review at regularly fixed meetings teaching techniques, courses of study, textbooks, curriculum, guides, pupil testing plans, and similar materials and procedures in the light of the purposes, philosophy and educational goals of the district. Additional ad hoc committees may be established to review particular areas of the curriculum. The committees herein established shall investigate and submit recommendations to both the Board and the Association, but such report shall be deemed advisory only.



## ARTICLE XXVI

### Professional Study Committee

- A. There may be established a Professional Study Committee composed of four members, two members selected by the Board and two members selected by the Association. The Professional Study Committee might investigate into the following matters and may submit a written report and recommendations to the parties on or before April 1, 1968. Additional Professional Study Committees may be established as required.
- B. The Committee might consider the following questions:
1. Shall a program for teaching the Bill of Rights in the secondary schools be utilized in this district.
  2. The desirability of including in the civics course a short course of study of local government with particular emphasis on public school education, its support, purposes and progress.
  3. How to understand and appreciate our national heritage.
  4. The starting, extent, and ending of the school day.
  5. What participation in foreign study programs is desirable in this district?
- C. The operating procedures and times for meetings shall be determined by the committee and reflected in its minutes. Chairmanship of the committee shall be rotated quarterly. A continuing purpose of the committee shall be to bring to the attention of the Board representatives matters of mutual concern which are deemed to require attention.

## ARTICLE XXVII

### Negotiation Procedures

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties.
- B. A reasonable time and not less than 150 days prior to expiration of this Agreement, upon request of either party, negotiations will be undertaken for a new agreement.
- C. 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 and Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, and consider proposals.
- D. 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 measures it may deem appropriate.

## ARTICLE XXVIII

### Miscellaneous Provisions

- A. No polygraph or lie detector shall be used by the Board in the investigation of any teacher.
- B. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- C. 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 this duration, shall be controlling.
- D. This Agreement shall supersede any rules, regulation or practices of the Board which shall be contrary to or inconsistent with the terms. The provisions of this Agreement shall be incorporated into and be considered a part of the established policies of the Board.
- E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and consistent except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. Copies of this Agreement shall be printed at the mutual expense of the Board and the Association and presented to all teachers now employed, hereafter employed or considered for employment by the Board.

ARTICLE XXIX

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1967, and shall continue in effect until the 30th day of June, 1969. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Either party may, by prior written notice given at least sixty (60) days before March 15, 1968, demand negotiations with respect to items covered in Article XX, Professional Compensation and the related Schedule A for the ensuing school year. After such written notice is given, the parties shall meet to discuss the listed negotiable items and if they fail to reach agreement by September 1, 1968, this contract will become void as of that date.

## SCHEDULE A

### I.

STEP	BACHELORS DEGREE	MASTERS DEGREE	EDUCATION SPECIALIST
1	6050.	6500.	6800.
2	6260.	6730.	7040.
3	6480.	6970.	7290.
4	6710.	7210.	7550.
5	6940.	7460.	7810.
6	7180.	7720.	8080.
7	7430.	7990.	8360.
8	7690.	8270.	8650.
9	7960.	8560.	8950.
10	8240.	8860.	9260.
11	8530.	9170.	9580.
12	8830.	9490.	9920.

### II.

Credit for teaching experience outside the Lake Fenton system shall be evaluated by the Board and credit shall be allowed whenever the prior service of the teacher is deemed satisfactory. Full credit may be given for the first five years of experience but no credit shall be given for a fractional part of a year.

### III.

Increments become effective September 1 of each year and advancement on the salary schedule shall be automatic following completion of required academic or professional courses.

### IV.

\$10.00 shall be paid for each semester hour earned if applicable to an advanced degree. Graduate courses not applicable to an advanced degree must be approved by the Superintendent prior to taking the class before reimbursement will be granted.

### V.

#### Substitute Pay

Per high school period	\$5.00
Per day, all grades	\$24.00

### VI.

Head of Household-\$200. per year for those individuals currently receiving this allowance. No additions will be made to the current list.

VII.

Special Education - Certified individuals shall be recognized by the following schedule.

BA-Temporary Certificate-\$400 in excess of appropriate step

BA-Approved Certificate-\$750. in excess of appropriate step

The Speech Correctionist shall be allowed four (4) conference days per year to attend approved conferences related to his field.

VIII.

In addition to the basic teacher salary as provided in the foregoing there shall be paid the following further sums:

Play Director	\$150. per play
Art Director	\$100. per play
Forensics	\$100.
Yearbook Advisor	\$300.
Cheerleader Advisor	\$200.
Dept. Coordinator	\$150.
Class Sponsors: Senior	\$125.
Junior	\$100.
Soph.	\$ 75.
Freshmen	\$ 50.

Band Director	7%
Athletic Director	7%
Varsity Football	7%
Assist. Football	5%
J.V. Football	5%
9th Grade Football	3%
Girls Speedball	3%
Varsity Basketball	7%
J.V. Basketball	5%
9th Grade Basketball	4%
8th Grade Basketball	3%
Girls Basketball	3%
7th Grade Basketball	3%
Varsity Baseball	4%
J.V. Baseball	3%
Girls Softball	3%
Head Track	4%
Assistant Track	3%

All percentages are of base contractual amounts as shown on the current salary schedule.

SCHEDULE B

1967-68 School Hours

SCHOOL	IN		RECESS			OUT		TIME		IN ROOM Students
	Teachers	Students	A.M.	Noon	P.M.	Students	Teachers	Students	Teachers	
PRIMARY	8:45	9:15	15	60	15	3:45	4:15	6½	7½	5
WEST SHORE	8:45	9:00	15	60	15	4:00	4:15	7	7½	5½

CODE OF ETHICS

of the

EDUCATION PROFESSION

Preamble

We, the 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 of these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. We affirm and accept our responsibility to practice our profession according to the highest ethical standards.

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



## PRINCIPLE I

### Commitment to the Student

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

In fulfilling our obligations to the student, we --

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

## PRINCIPLE II

### Commitment to the Community

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

In fulfilling our obligations to the community, we --

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

## PRINCIPLE III

### Commitment to the Profession

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

In fulfilling our obligations to the profession, we --

1. Recognize that a profession must accept responsibility for the conduct of its members and understand that our own conduct may be regarded as representative.
2. Participate and conduct ourselves in a responsible manner in the development and implementation of policies affecting education.
3. Cooperate in the selective recruitment of prospective teachers and in the orientation of student teachers, interns, and those colleagues new to their positions.
4. Accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities, and support them when unjustly accused or mistreated.
5. Refrain from assigning professional duties to non-professional personnel when such assignment is not in the best interest of the student.
6. Provide, upon request, a statement of specific reason for administrative recommendations that lead to the denial of increments, significant changes in employment or termination of employment.
7. Refrain from exerting undue influence based on the authority of our positions in the determination of professional decisions by colleagues.
8. Keep the trust under which confidential information is exchanged.
9. Make appropriate use of time granted for professional purposes.

PRINCIPLE III  
CONTINUED

10. Interpret and use the writing of others and the findings of educational research with intellectual honesty.
11. Maintain our integrity when dissenting by basing our public criticism of education on valid assumptions as established by careful evaluation of facts or hypotheses.
12. Represent honestly our professional qualifications and identify ourselves only with reputable educational institutions.
13. Respond accurately to requests for evaluations of colleagues seeking professional positions.
14. Provide applicants seeking information about a position with an honest description of the assignment, the conditions of work, and related matters.

## PRINCIPLE IV

### Commitment to Professional Employment Practices

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

In fulfilling our obligations to professional employment practices, we --

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

## VIOLATIONS OF THE CODE OF ETHICS

In order to maintain high standards of professional conduct the membership of the Michigan Education Association has established procedures for enforcement of THE CODE OF ETHICS OF THE EDUCATION PROFESSION. When a complaint is brought against a member of the Michigan Education Association, the following steps must be fulfilled.

1. A complaint describing unethical conduct must be prepared in three copies. It must show specifically what happened and when it happened.
2. The complaint must be dated.
3. The complaint must be signed by the person filing the complaint. When the complaint is filed by an executive committee or a group, the chairman shall sign for the group.
4. The complaint must refer to the principles and sections of the Code of Ethics violated.
5. The complaint must be delivered to the president of the local association where the member is employed.

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