

St. Louis
"

1969-70

COLLECTIVE
NEGOTIATIONS
AGREEMENT

September 1969

St. Louis Bd. of Edu.

RECEIVED

JAN 5 1970

OFFICE OF
PROFESSIONAL NEGOTIATIONS

MEMA
1216 KENDALE
E. LANS., MI.
48824

August 1969

AGREEMENT
between the

ST. LOUIS BOARD OF EDUCATION
and the
ST. LOUIS EDUCATORS' CLUB

This agreement entered into this day of 1969, by and between the Board of Education of the St. Louis Public Schools, St. Louis, Michigan, hereinafter called "the Board" and the St. Louis Educators' Club hereinafter called "the Association".

WITNESSETH

WHEREAS, the Association has been recognized by the Board as the exclusive bargaining agent of the teachers for the purposes of dealing with the Board on matters of teacher concern; and

WHEREAS, the laws of the State of Michigan authorize collective bargaining for public employees to enter into collective bargaining agreements, with the representatives of their employees; and

WHEREAS, the Board of the Association desire to incorporate such agreements and other matters into a formal contract

THEREFORE, the parties agree as follows:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, PA of 1965, for all certificated teaching personnel under contract, but excluding supervisory and executive personnel, office, clerical, and maintenance and operating employees.

1. 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 reference to male teachers shall include female teachers.
2. The term "Board" shall include its officers and agents.

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 employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. 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 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 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 elsewhere.
- C. On days when school has been in session the Association shall have the right to use school buildings for meetings, provided that when special custodial service is required, the Board may charge for them at the same rates charged other community groups. No charge shall be made for the use of school rooms before the commencement of the school day nor until 6:00 p.m.
- D. 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 operations. Representatives of affiliated groups of the Association who are not employees of the school district shall be permitted to visit school premises to transact official Association business, provided they first report to the Superintendent's office, or his designated representative. Permission shall not be withheld if in the opinion of the Superintendent or his designated representative the visit of the representative(s) of the affiliated group will not interfere with or interrupt normal school operations.
- E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating machines, calculating equipment 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 incident to such use. The school equipment shall be used under the direction and/or supervision of the school employee(s) normally responsible for the equipment.
- F. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mail boxes for communications to teachers. After delivery of the material to a building it shall be the responsibility of the Association, or its designated representative, to see that the material is distributed to Association members.
- G. The Board shall make readily available to the Association all information which is available to the public. The Board shall cooperate in helping the Association to locate the information, but is under no obligation to incur costs or time of clerks or the administration to prepare any information for the Association.
- H. The Board shall communicate 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 prior to adopting and/or general publication.

ARTICLE III

RIGHTS OF THE BOARD

- A. The Board retains all rights and powers to manage the schools and to direct teachers except as otherwise expressly provided in the agreement and then only to the extent such agreement is in conformation with the constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- B. The practice of reserving the Mondays of each month for after school staff meetings with the Superintendent of Schools, the Principals, and for the Association shall be continued. Attendance at such meetings called by the Superintendent of Schools and/or Principals is mandatory unless excused prior to the meeting by the person calling such meetings. At the beginning of the school year the schedule for such meetings shall be worked out in cooperation with the Association.
- C. The Board retains the sole right to reprimand or discharge probationary teachers in accordance with the Michigan Teacher Tenure Law without interference from the Association. Lawful Association activities shall not be the basis for reprimand or discharge. The termination of services of or failure to re-employ or the placing in a third year of probation of a probationary teacher shall not be subject to the grievance procedure.
- D. The Board retains the sole right to reprimand or discharge teachers in regard to their extra-contractual duties.
- E. Any part of the existing written Board policies and administrative regulations which are in conflict with this agreement, shall be deemed invalid, but this shall not effect the remaining parts of the written Board policies and administrative regulations not found to be so in conflict.

ARTICLE IV

Membership, Fees, and Payroll Deductions

- A. All teachers as a condition of continued employment shall either:
1. Sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National and Michigan Education Association) and such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year, 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) within sixty days of the commencement of employment. 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 the 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. The Association shall indemnify and save the Board harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article. In any case in which a teacher or teachers contest a discharge under provisions of this Article, and it is necessary for the Board to defend its position and to engage legal counsel and to incur other expenses in so doing The Association agrees to pay all expenses so incurred by the Board.

- B. The deduction of membership dues shall be made in equal payments deducted from paychecks beginning in September and ending in June of each year, and the Board agrees to promptly remit to the respective Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.
- C. The Board shall also make payroll deduction upon written authorization from teachers for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board. The Tax Sheltered Annuities program is explained in Appendix E.
- D. Salary adjustments shall be made on the basis of the teacher's contract. Deductions in salary will be made on a daily salary, determined by dividing the teacher's contract salary by 190 and on an hourly basis by dividing the daily salary by 7.5.
- E. Teachers have the right to join any teacher organization but membership in a teacher organization shall not be required as a condition of employment.
- F. A teacher may withdraw his membership from the Association at any time.

ARTICLE V

Teaching Hours and Class Load

- A. The teaching day for all teachers shall begin one-half hour prior to the time pupils are scheduled to be in school. Teachers shall remain at their assigned teaching station, or as directed by the principal, for 15 minutes after the pupils have been dismissed for the day. Teachers are encouraged to remain for a sufficient period after the close of the school day to attend to those matters which properly require attention at the time, including consultations with parents when scheduled with the teacher, except that on Fridays or on days preceding holidays or vacations, the teachers day shall end upon the dismissal of pupils for the day. The teaching day for part time teachers shall begin one-half hour prior to the time they are scheduled to be on duty and shall end when they are properly relieved of pupil supervision or 15 minutes after they are scheduled to go off duty whichever comes later. The present school day shall not be lengthened without prior consultation with the Association.
- B. The normal weekly teaching load in the senior and junior high school shall include five unassigned or conference periods equivalent to five teaching periods. The normal weekly teaching load in the elementary school shall be 30 clock hours of teaching periods. A teaching period is a period in which the teacher is actively involved with the pupils in the act of teaching, either as an individual or as a member of a teaching team, and has participated in the planning of the instruction to be conducted.
- C. Elementary teachers will not be scheduled for conferences on parent-teacher conference days with parents beyond 4:00 p.m. However, in case of family hardship where work or other conditions prevent the scheduling of a parent-teacher conference the teacher shall make arrangements with the parent(s) for a conference at a mutually satisfactory time for both. Part time teachers shall participate in parent-teacher conferences as a condition of their employment.
- D. All teachers shall be entitled to a duty-free uninterrupted lunch period, in no event less than 30 minutes.

- E. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.
- F. Teachers of music, art, and the laboratory science, librarians, speech therapists, reading consultants, visiting teachers, counselors and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the district.
- G. A schedule for teacher supervision of extra-curricular activities shall be worked out by the principal, an Association representative and a member of the Student Council. The individuals concerned shall meet as soon as feasible at the opening of school for the year and as needed during the year.
- H. When the entire school system is closed down because of weather conditions or other emergencies conditions on the authority of the Superintendent of Schools, or his designated representative, no teacher shall be required to report for duty.
- I. When an individual school building is closed down because of emergency conditions (i.e., boiler failure, electrical failure, etc.) the Superintendent of Schools, or his designated representative, may require any or all of the teachers of the building to report for teaching duty as the needs of the school system dictate. However, no teacher shall be assigned to teach at a level other than that covered by his certificate.
- J. Teachers are expected to be at their assigned station at all times. Teachers are responsible for the proper supervision of all pupils and especially those assigned to them during the day. Secondary teachers are to step into the halls near their assigned teaching station to supervise and maintain order in the corridors and their classroom while students are passing between classes.
- K. A reasonable assignment by the principal, after consultation with the teacher, of extra curricular, playground, corridor, or similar activities outside of school hours, at noon, or both may be made.
- L. Teachers shall be responsible for exercising those duties prescribed by the laws of the State of Michigan for teachers. It is assumed that every teacher is familiar with his rights and duties under law.
- M. The unassigned or conference period is part of the teachers work day. The occasional use of this period for other than school purposes may be allowed by the Principal where conditions exist beyond the control of the teacher.

ARTICLE VI
Teaching Conditions

- A. The Board as a member of the North Central Association of Secondary Schools shall be guided by their recommendations as to class loads. Also, the Board recognizes that a good elementary program is necessary for a good secondary program and will therefore continue their efforts to lower the pupil teacher ratio in grades 1-3. However, the Board reserves the right to exceed the recommended standards because of the unavailability of classrooms, qualified teachers, or because of economic necessity or unexpected increases in pupil population.
- B. The Board shall keep the schools reasonably equipped and maintained as determined by the economic conditions of the school district.

- C. The Board shall make available to the extent that they may be provided without major cost for construction or renovation in each school adequate lunchroom, restroom and lavatory facilities for use by school employees.
- D. The Board shall make an effort to provide space in each building for the use of school employees in which smoking will be permitted.
- E. Upon request of the Association, vending machines shall be installed at Association expense in areas which are suitable and not available to students. The Association agrees to keep the areas around vending machines clear and free of debris.
- F. The Association agrees to maintain teachers lounges and lunchroom areas, except for the usual custodial services provided by the Board, in a neat and clean manner.

ARTICLE VII

Professional Qualifications and Assignments

- A. No 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, and a provisional or permanent certificate if a satisfactory one is available at the time of hiring.
- B. The employment of teachers by individual contracts based on special certificates is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials and the Association shall be so notified in each instance and the board shall indicate the extent to which they endeavored to fill the position with a fully certificated person.
- C. Teachers shall not be assigned, except temporarily, outside the scope of their teaching certificates. As a member of the North Central Association of Secondary Schools the Board shall be guided by their recommendation.
- D. Teachers shall be notified prior to July 1 preceding the commencement of school as to their teaching assignment. Under emergency situations tentative assignments may be made or assignments changed after consultation with the teacher.

ARTICLE VIII

Vacancies Promotions and Transfers

- A. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The request for transfer shall set forth the reasons for the requested transfer. Such requests shall be renewed once each year on or before March 15 to be considered for the next school year.
- B. The transfer request will be reviewed by the Superintendent. He shall inform the teacher and Association in writing of the disposition of the case and his decision shall be final.
- C. An involuntary transfer shall be made only in case of emergency such as changing enrollments, addition or deletion of courses, financial conditions, etc. When teachers are transferred involuntarily the Superintendent shall give consideration to:
 - 1. qualifications of the teacher concerned
 - 2. length and quality of service the teacher has rendered to the school district

The Association shall receive written notice of the disposition of all involuntary transfer situations.

- D. Any administrative and/or supervisory positions which open shall be posted at least three weeks before the position is filled. Teachers may apply for such positions and their professional qualifications will be evaluated along with the qualifications of other applicants. However, the decision of the Board in filling the position shall be final.

ARTICLE IX
Illness or Disability

A. Sick Leave

1. When a teacher is first employed by the district he shall upon reporting for work be advanced one day of sick leave for each month remaining in that school year. Each year thereafter sick leave shall be earned at the rate of one day per month worked and shall be credited monthly to the sick leave account of the teacher.
2. Sick leave days may accumulate to a maximum of one hundred (100) days. If a teacher is absent for three (3) consecutive days to be compensated under this paragraph he may be requested to file a doctors verification with the Superintendent's office prior to obtaining remuneration therefor.
3. First year teachers who terminate their services prior to the end of the individual contract term will have deducted an amount equivalent to the daily rate of those sick leave days taken in excess of one and one half days per month on the average of the number of months in the employ of the Board.
4. Part time teachers shall be allowed sick leave days in the same proportion as their work schedule is to the work schedule of a full time teacher.

- B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year and the leave may be renewed each year upon written request by the teacher.

ARTICLE X
Professional and Personal Business

A. Personal Leave

Personal leave shall be construed as any valid reason, not merely personal convenience, causing the teacher to be away from school other than illness leave or death leave. There shall be a maximum of two (2) days per school year granted, non-accumulative.

Except in emergencies, the teacher requesting leave under this section shall give his principal written notice, with reasons for leave, of his intention to take such leave at least one school day in advance of the day he proposes to be absent. Personal leave, except in emergencies beyond the control of the teacher, shall not be granted for days preceding or following holidays, vacations, and the first and last day of the school year.

B. Bereavement Leave

In case of death in the immediate family up to three (3) days will be allowed the teacher. Immediate family is interpreted to mean grandparents, parents, spouse, father-in-law, mother-in-law, children, brother, sister or fiance. An additional day may be allowed by the Superintendent if the distance to be travelled is more than 200 miles.

C. Jury Duty

A leave of absence shall be granted a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which he otherwise would have been

scheduled to work, provided that the teacher cooperates with the administration in seeking to be excused from jury service.

D. Association Leave

At the beginning of the school year the Association shall be credited with four (4) days to be used by the officers of the Association. Such use to be agreed upon by the Association President and the Superintendent. The Association agrees to notify the Superintendent not less than 48 hours prior to the date for intended use of such leave.

ARTICLE XI

Unpaid Leaves of Absence

- A. A leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corps or Job Corps as a full time participant in such program; or a cultural travel or work program related to his professional responsibilities; provided said teacher states his intention to return to the school system. 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 leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his professional responsibilities. 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.
- C. Any regular employee, whose position is other than temporary, who may enlist or be conscripted into the armed forces of the United States for service or training shall be granted military leave. He shall be reinstated to his position in the school system upon written request supported by competent proof that he is fully qualified to perform the duties of said position. Application for reinstatement shall be made not later than 90 days from the date of honorable discharge from active duty. His position on the salary schedule is to be the same as if he had been teaching during his military service. A dishonorable discharge from the armed forces of the United States does not obligate the Board for future employment.
- D. A leave of absence of up to two (2) years shall be granted to any teacher upon application for the purpose of serving as an officer of the Association or on its staff. Upon return from such leave such teachers shall be placed at the same position on the salary schedule as they would have been had they taught in the system during such period.
- E. A leave of absence not to exceed four (4) years shall be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. 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 system during such period.
- F. Maternity Leaves
A maternity leave without pay or fringe benefits may be granted up to a maximum of one (1) year renewable in the discretion of the Board. The teacher requesting such leave should file her request in writing six (6) months before the expected birth of the child. The termination date for employment will be determined by the following criteria:

1. The health and welfare of the teacher.
2. The availability of a suitable replacement.
3. The necessity for completing certain phases of the program for which the employee is responsible.
4. The school's reporting period.
5. The teacher's consistent ability to perform in her professional capacity and in the best interests of the instructional program of the students involved.
6. The written opinion of her attending physician.
7. The opinion of the principal.

To be eligible for maternity leave a teacher must be on tenure, or if a teacher in her second or third year of probation, have been recommended for tenure. Upon granting of maternity leave by the Board, the teacher shall be entitled to return to the school system upon the expiration of her maternity leave upon filing with the Superintendent a written statement by a physician of her proper health and recommendation of the Superintendent and providing a vacancy for which she is qualified exists and said vacancy is not filled by a tenure teacher.

A teacher may make written application to the Superintendent for reinstatement prior to the expiration of the leave provided that she will give at least 90 calendar days notice in advance of the requested date of return. Exceptions to this notice as required in the preceding sentence may be made by the Board in cases of still birth or miscarriage. The Board reserves the right in their sole discretion to approve accelerated termination of maternity leave on the basis of each individual case.

A teacher on maternity leave must give written notice by February 1st of the year the leave expires of her intention to return or resign unless an extension of leave or new leave has been granted. Failure to furnish such written notice shall be conclusively deemed a resignation.

- G. Other types of leave such as sabbatical, educational, etc. may be granted as determined by the Board of Education. Each case shall be decided upon its merits and the good of the school district. Teachers are to make written application to the Board of Education when requesting such leave.
- H. Regulations for applying for leave and return to employment in the school system shall be governed by Article XII.

ARTICLE XII

Policy on Extended Leave, Involuntary Leave and Temporary Leave

- A. Unless otherwise indicated, the following conditions shall apply to extended leaves of absence (extended illness, involuntary leave, sabbatical, maternity, etc.)
1. Requests for leave shall be in writing except in case of involuntary leave.
 2. Only tenure teachers will be considered for extended leave.
 3. Extensions of leave shall be at the will of the Board.
 4. Sick leave days shall not accrue but unused sick leave days held at the start of the leave shall be reinstated.
 5. Written notice of intention to either return or resign shall be given the Superintendent of Schools by February 1st of the year in which the leave expires.
 6. Failure to give notice as required in item 5 above shall be conclusively deemed resignation.
 7. Re-employment during the school year shall be at the discretion of the Board, and re-employment for the beginning of the new school year shall depend upon an opening on the staff for which the teacher is qualified.

- B. Any teacher whose personal illness extends beyond the period compensated will be granted a leave of absence without pay or increment for such time as is necessary for complete recovery to a maximum of one year. Further extensions may be granted at the will of the Board. Upon return from leave, a teacher may be assigned to the same or similar position, providing a vacancy exists. In cases where there is reason to believe that the period of absence will be such as to work a hardship on the educational program of the pupils, the Superintendent of Schools may place the teacher on an involuntary leave of absence without pay or increment.
- C. A leave of absence with pay shall be granted for time necessary for appearances in a legal proceeding connected with the teacher's employment with the school system if the teacher is required by law to attend.

ARTICLE XIII
Academic Freedom

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual responsibility. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. Academic freedom, appropriate to the level of the learner and the teacher's area of competence, shall be guaranteed to teachers in the study, investigation, presentation, and interpretation of facts and ideas concerning man, human society, and the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility set forth in the Code of Ethics of the Education Profession.
- C. The Board recognizes that children must be free to learn and teachers free to teach broad areas of knowledge but such teaching must be consistent with basic objectives of the schools program and instructional guidelines.

ARTICLE XIV
Teacher Evaluation

- A. Classroom observation of the work performance of a teacher shall be conducted with the full knowledge and prior notice to the teacher.
- B. In addition to classroom observation, it is recognized that evaluations may also be made from general observations and from meetings and discussions with the teacher. The Principal is to make written evaluations of probationary teachers to the Superintendent of Schools at least once each semester. At least one evaluation a year of the probationary teacher shall be based upon a minimum of 30 minutes of continuous classroom observation. The Principal is to make written evaluations of tenure teachers at least once each year. The evaluation of tenure teachers need not be based upon classroom observation. The teacher is to receive a copy of each evaluation of his status. An adverse evaluation shall not be subject to the grievance procedure.

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.

- B. The Board recognized that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. This Code of Ethics, as adopted by the NEA Representative Assembly in 1968, is attached to this Agreement as Appendix D and made a part of this article by this reference. The Association shall accept responsibility to deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.
- C. The Association recognized 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, may institute proceedings against the offending teacher.
- D. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. It shall be the responsibility of the teacher to inform the Board or its representative that he desires an Association representative to be present.
- E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of professional advantage without just cause. All information forming the basis for disciplinary action will be made available to the teacher and to the Association if so directed in writing by the teacher.

ARTICLE XVI

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 secure employment for tenure teachers for positions for which they are qualified by training and teaching experience 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 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 duty to secure employment in adjacent school districts. Nothing here in shall relieve the Board from fulfilling the terms of any contract with a teacher.
- D. New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act. There shall be no seniority among probationary employees.

E. The term seniority as hereinafter used shall be length of continuous service with the St. Louis Public School Board of Education.

Leaves of absence granted pursuant to this contract shall not constitute an interruption in continuous service. Credit given for outside teaching experience in school districts other than St. Louis shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.

F. Seniority within the school system shall first be determined by certification as approved by the Department of Education of the State of Michigan, and shall secondly be determined by years of continuous employment in the elementary school and by subject matter taught in the secondary grades.

G. Any teacher who is granted tenure shall have seniority from the last date of hire.

H. The Board of Education shall prepare a seniority list by classification and transmit a copy of the same to the Association on or before the 1st day of April.

I. Necessary reduction of Personnel--LAYOFF. The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the economic facilities available to the Board of Education as provided by the public and the State of Michigan and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available, hereby agree as follows:

- a. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum when economic necessity dictates.
- b. In order to promote an orderly reduction in personnel when the education program and curriculum is curtailed the following procedure will be used:
 1. The Superintendent shall notify all teachers who may be effected by the layoff procedure and may discuss possible teaching assignments with those teachers who might be retained.
 2. Probationary employees will be laid off first where any teacher who has acquired any seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
 3. In the event seniority teachers must be laid off, lay off will be on the basis of seniority within classification and knowledge, skill and efficiency on the job and physical fitness. It is expressly understood that the Association shall have a right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within not more than seventy-two (72) hours after the termination of the meeting requesting preview of the list.

J. RECALL. Seniority teachers shall be recalled in inverse order of layoff for new positions opening for which they are certified and qualified.

ARTICLE XVII
Continuity of Operations

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.
- B. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by act of God. When the schools are closed to students due to the above conditions, teachers shall not be required to report for duty.

ARTICLE XVIII
School Calendar

- A. For the term of this Agreement the school calendar shall be as set forth in Appendix A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.
- B. The school term for teachers shall not be longer than 190 duty days nor less than the minimum number of days by law for the school district to receive full state aid allocation. Duty days shall mean those days when pupils are counted in session; days when school is closed by conditions not within the control of school authorities, such as severe storms, fires, epidemics or health conditions defined by the city, county or state health authorities; orientation days at the beginning of the school year for all teachers; institute days authorized by the Michigan Department of Education; conference and in-service education days as determined by the Superintendent of Schools; the record days which may occur at mid-year and at the close of the school year.

ARTICLE XIX
Professional Compensation

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.
- B. All teachers shall be given full credit on the Salary Schedule set forth in Appendix B for full years of outside teaching experience in any school district in the State of Michigan or other teaching experience in a school district accredited by a recognized accrediting agency. The Superintendent may allow credit on the Salary Schedule for experience in industry and business directly related to the teachers assignment. The provision of this Article are not applicable to teachers now employed by the Board.
- C. A teacher's hourly rate is to be determined by dividing his regular daily salary by 7.5.

- D. Teachers involved in extra duty assignments set forth in Appendix B-1, B-2, and B-3 which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Agreement without deviation.
- E. As a result of 20 years of continuing service to the school district a teacher upon retirement shall be paid for unused sick leave but not to exceed \$700.00.

ARTICLE XX
Insurance

- A. The Board shall provide up to \$11.00/month per full time teacher to be applied as the teacher desires, to one of the following options available through the Michigan Education Special Services Association or the Blue Cross Blue Shield program.
1. Basic hospitalization or super-med hospitalization
 2. Salary protection
 3. Group term life insurance.

ARTICLE XXI
Special & Student Teaching Assignments

- A. No regularly assigned teacher shall be used as a substitute teacher unless it is a scheduled part of the total teaching hours except in an emergency, it being expressly understood that the failure of a substitute to arrive on schedule or the inability of the Board to secure a substitute shall be considered an emergency. Such emergency assignment shall be rotated whenever possible among the available teachers. In such emergency cases when a regular teacher has been assigned to substitute during a conference period, the teacher shall substitute one conference period without compensation and thereafter shall be reimbursed \$5.00/conference period substituted. In general the use of a supervising teacher as a substitute will be discouraged, but in an emergency a supervising teacher shall not be used in excess of 5 periods per year without compensation as stated above.
- B. A supervisory teacher of student teachers shall be a teacher with 2 or more years of experience and possess a minimum of acceptable academic preparation who voluntarily accepts the assignment and shall be known as a Supervisory Teacher.
- C. The Association agrees to accept intern teachers as honorary members during their internship period and include them in appropriate meetings and activities of the Association.
- D. The Board agrees to provide intern teachers with texts, guides, policies and guidelines to assist intern teachers while with the school district.
- E. The full amount of monies made available to the district by the placing University shall be paid to the Supervising Teacher involved.
- F. The Supervising Teacher is legally responsible for the conduct and learning of the pupils assigned to him and shall therefore delegate responsibility to student teachers only after careful planning of pupil learning experiences and within the demonstrated competence of the student teacher in meeting the demands of the various situations he may be confronted with.
- G. The Supervising Teacher shall give the Student Teacher ample opportunity to observe teaching procedures and adjusting to classroom and general school routine prior to the Student Teacher's first supervised teaching experience.
- H. Responsibility for classroom instruction shall be given to the student teacher in a staggered sequence, the time allotment being determined by the subject or unit being studied and the Student Teachers relationship with pupils.

- I. Toward the end of his assignment the Student Teacher should have acquired the necessary competence and confidence to assume full teaching responsibility for a day or several days.

ARTICLE XXII

Student Discipline & Teacher Protection

- A. The Board shall work and cooperate with the Association in providing a classroom atmosphere which will give support and assistance to the teacher to maintain control and discipline in the classroom.
- B. The Board shall reimburse teachers for any loss, damage, or destruction of clothing or personal property sustained by the teacher while on duty due to pupil negligence or while enforcing or maintaining pupil discipline and order during school hours or at school activities. No payments under this article and section shall be made for claims less than \$5.00 or for claims in excess of \$100.00. Such claims shall be presented to the Superintendent or his designated representative, for review and recommendation of payment to the Board.

ARTICLE XXIII

Instructional Council

- A. The Board and Association will encourage teachers to contribute of their talents, training, and experience in developing and improving instructional programs for children and in-service programs for teachers.
- B. The Association shall appoint six teachers representing the various grade levels of instruction to work with the Assistant Superintendent of Schools and his committee in the planning of in-service programs and the improvement of the schools instructional program.

ARTICLE XXIV

Professional Grievance Procedure

- A. A claim by a teacher or the Association that there has been an alleged violation of the expressed terms of this agreement may be processed as a grievance as hereinafter provided.
- B. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy.
- C. The term "days" as used herein shall mean days in which school is in session.
- D. Written grievances as required here in shall contain the following:
1. It shall be signed by the grievant or grievants:
 2. It shall be specific:
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall cite the section or subsections of this agreement alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements, may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- E. Level One - In the event that the grievant believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or at his option accompanied by an Association representative. Such discussion shall be instituted by the grievant within 5 days of the alleged occurrence which was the basis for the grievance. If no resolution is obtained within 3 days of the discussion, the grievant shall reduce the grievance to writing and proceed within 5 days to said discussion to level two.
- F. Level Two - A copy of the written grievance shall be filed with the Superintendent, or his designated representative, with the endorsement thereon of the Association if it decides to process the grievance with the grievant. Within 5 days of the receipt of the written grievance, the Superintendent or his designated representative, shall arrange a meeting with the grievant and/or the designated Association representative at the option of the teacher to discuss the grievance. Within 5 days of the decision the Superintendent, or his designated representative, shall render his decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the Building Principal in which the grievance arose, and place a copy of same in a permanent file in his office.
- G. If no decision is rendered within 10 days of the discussion with the Superintendent, or his designated representative, or the decision is unsatisfactory to the grievant he may appeal the same to the Board by filing a written grievance along with the decision of the Superintendent, or his designated representative, with the Secretary of the Board. Such appeal to be filed not less than 3 days prior to the next regular Board meeting.
- H. Level Three - Upon proper application as specified in Level Two the Board shall allow the grievant, or at his option, an Association representative an opportunity to be heard at the regular Board meeting. The Board shall render its decision in writing at the next regularly scheduled Board meeting. The Board may hold hearings, may designate one or more of its members to hold meetings or otherwise investigate the grievance, provided however, that in no event except with the written consent of the grievant shall final determination of the grievance be made by the Board at a later date than the next regular Board meeting.
- I. If the grievant is not satisfied with the disposition of his grievance at Level three, he may within three days after the decision is rendered, request in writing the President of the Association that his grievance be submitted to arbitration. The President shall immediately call a meeting of the officers of the Association to consider the merits of the alleged grievance. If the officers of the Association decide, either that the alleged grievance lacks merit, or the decision at Level Three is in the best interests of the school system, it shall send written notification to the grievant and the Superintendent of Schools. If the officers of the Association decide that the alleged grievance has merit and the decision at Level Three is not acceptable, it shall, within 10 days after the decision has been rendered under Level Three request that the grievance be submitted to arbitration.
- J. 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 proceedings any ground or to rely on any evidence not previously disclosed to the other party. The Arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. The Arbitrator shall have no power to set the salary scale for the entire Association. In all other matters 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.

In case of a grievance involving the salary scale for the entire Association the decision of the Arbitrator shall be deemed advisory in nature. The Board and the Association agree that in this case they will make every possible effort to conform to the decision of the Arbitrator.

- K. The fees and expenses of the arbitrator shall be shared equally by the parties.
- L. The time limits provided in this Article shall be strictly observed. Should a grievant fail to institute or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance shall be barred. The Association shall have no right to initiate a grievance involving the right of a teacher or a group of teachers without his or their express approval in writing thereon. Likewise, there is no obligation of the Association to become a party to a grievance and the Association may drop itself from the proceedings at any time.
- M. No grievance shall be adjusted without prior notification to the Association and the opportunity for an Association representative to be present, nor shall an adjustment of a grievance be inconsistent with the terms of the agreement. However, nothing herein contained shall be construed to prevent any individual teacher from presenting a grievance without the intervention of the Association.

ARTICLE XXV
Negotiation Procedures

- A. This agreement is complete and unalterable for its term and the only proper discussion between the parties shall be those required by the grievance procedure. This agreement also incorporates the entire understanding of the parties on all issues which were or could have been subject of negotiation. During the term of this agreement neither party will be required to negotiate with respect to any such matters whether or not covered by this Agreement, and whether or not within the knowledge and contemplation of either or both parties at the time they negotiated or signed this agreement.
- B. The Superintendent shall meet informally once a month on such days as mutually agreed upon with the collective negotiations chairman of the Association for the purpose of discussing problems of mutual concern. Their informal discussions shall simply involve a mutual exchange of ideas and shall in no sense be considered negotiations. The sole purpose of these discussions is to provide communication between the Board and Association and to gain insights and better understanding and shall in no way modify or alter this agreement.
- C. No later than April 15, 1970 the Association agrees to submit those changes and additions they wish to incorporate into the master agreement. The Board will reply within two weeks with their counter proposal.
- D. The Board and Association collective negotiations chairman shall meet at least 48 hours prior to each negotiation session and discuss and agree on an agenda for the collective negotiations session.
- E. In any negotiations described in this Article, neither party shall have control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining subject only to such ratification.

- F. Each party shall advise the other in writing of the names of persons who shall constitute its negotiating committee. The parties shall have the right to change or substitute members of their negotiating committee at any time upon giving the other party written notice at least 24 hours in advance of affecting said change or substitution. It shall be the responsibility of the chief negotiator to inform any new member of his bargaining committee concerning the progress of negotiations to date.
- G. Negotiations shall be closed to the public and conducted in executive session. The parties shall make every reasonable effort to agree on the content of any news releases made during negotiations. Only in the absence of such agreement may the parties make unilateral news releases.
- H. In the event either party intends to seek mediation or fact finding it will inform the other party prior to any news release to this affect.
- I. The Association and the Board agree that the Chief Negotiators of each negotiating committee shall be acknowledged as the official spokesman for their committee, though all members (as defined in Section E of this article) of the negotiating committee may participate in negotiating when and if recognized by their chief negotiator.
- J. The Association and the Board agree that the Chief Negotiator of either committee may, independently, call for a caucus at any time during a negotiating session.
- K. The Association and the Board agree that the process of tabling may be used. Tabling shall mean "the temporary suspension of negotiation on a specific item".
- L. The Association and the Board agree that either party may, at its discretion and with prior notification, bring into the negotiating session any outside legal and/or professional advisors. Outside legal and professional advisors shall be defined as persons not members of the St. Louis Board of Education or employees of the St. Louis Public Schools. Prior notification shall mean a written communication to the Chief Negotiator of the Committee to be informed at least one week in advance of the negotiating session at which the outside legal and/or professional advisor shall be present. The one week requirement for advance notice may be waived by mutual agreement of the Chief Negotiators. Receipt of such written communication must be acknowledged in writing and returned within 3 days to the Chief Negotiator of the committee sending the communication.
- M. The Association and the Board agree that the Chief Negotiator may bring into the negotiations local resource persons. Local resource persons shall be defined as members of the St. Louis Board of Education and employees of the St. Louis Public Schools.
- N. Neither Chief Negotiator shall be required to negotiate with or to answer direct questions of the local resource person or outside legal and/or professional advisors. Such persons shall serve in an advisory capacity to the designated Chief Negotiator.
- O. If the parties fail to reach an agreement in any such negotiations either party may invoke the mediation of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

ARTICLE XXVI
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.
- B. To permit effective planning of educational programs teachers will be asked each year to express their intention to return to their positions in the school district for the following school year. Such "Letters of Intent" are not contracts and are not binding, but indicate the teachers' plans at the time of signing. Letters of Intent will be sent out on or about April 1 each year with a requested return on or about April 15.

ARTICLE XXVII
DURATION

This agreement, shall be effective as of the 1st day of July 1969 and shall continue in effect to and including June 30, 1970. Proposals for negotiation in subsequent agreement shall be developed by the parties during the 1969-70 school year as stated in Article XXV.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By Mr. Norris Bay
Its President

By Dr. C.J. Bender
Its President

By Mr. Randall Mead
Its Secretary

By Mr. Charles A. Mead
Its Secretary

By Mr. Ron Askegard
Chairman, Negotiating Committee

By Mr. Dale J. Reichard
Member

By Mr. Jerry Mayer
Negotiating Committeeman

By Mr. Alfred L. Netzley
Member

By Mr. Richard Olson
Negotiating Committeeman

By Mr. William D. Keiser
Member

By Mr. Ivan Launstein
Negotiating Committeeman

By Mr. Alfred L. Bush
Member

By _____

By Mr. Arthur Fisher
Member

Dated this _____ day of _____ 1969.

APPENDIX A

SAINT LOUIS PUBLIC SCHOOLS
St. Louis, Michigan

SCHOOL CALENDAR
1969-70

New Teacher Conferences	Week of August 25, 1969
Teacher Conferences	September 2, 1969
School Begins (Pupils a.m. only, teachers meet p.m.)	September 3, 1969
First Marking Period Ends	October 17, 1969
Second Marking Period Ends	November 28, 1969
End of First Semester (In-Service Day)	January 23, 1970
Fourth Marking Period Ends	March 6, 1970
Fifth Marking Period Ends	April 24, 1970
Baccalaureate	June 7, 1970
Commencement	June 11, 1970
Last Day of School	June 12, 1970

VACATION AND CONFERENCE DATES
(Inclusive)

Labor Day	September 1, 1969
MEA Regional Conferences	October 23-24, 1969
Thanksgiving	Noon November 26-30, 1969
Christmas Vacation	December 20, 1969-January 4, 1970
County Institute	
Spring Vacation	Noon March 27-April 5, 1970

DAYS FOR TEACHERS

DAYS IN SESSION

September	21	20
October	23	21
November	18	18
December	15	15
January	20 (1 In-Service Day)	19
February	20	19 (If County Institute)
March	20	20
April	19	19
May	21	21
June	10	9
	<hr/> 187	<hr/> 181 (182 if no Institute)

APPENDIX B-1
SALARY SCHEDULE
1969-70

Experience	Index	B.A.	B.A. + 20	M.A.
0	1.000	\$6900	\$7000	\$7350
1	1.039	\$7169	\$7269	\$7619
2	1.078	\$7438	\$7538	\$7888
3	1.117	\$7707	\$7807	\$8157
4	1.156	\$7976	\$8076	\$8426
5	1.195	\$8246	\$8346	\$8696
6	1.234	\$8515	\$8615	\$8965
7	1.273	\$8784	\$8884	\$9234
8	1.312	\$9053	\$9153	\$9503
9	1.351	\$9322	\$9422	\$9772
10	1.390	\$9591	\$9691	\$10041
11	1.429	\$9860	\$9815	\$10310
12	1.471	\$10,150	\$10,250	\$10600

APPENDIX B-2

EXTRA PAY FOR EXTRA WORK

Debate		3%
Forensic		3%
Newspaper (high school)		4%
Plays (each play)		4%
Student Council		3%
Yearbook		4%
Adult Ed. Director		6%
Cheerleader Advisor	High School	4%
	Jr. Hi	2%
Librarian		\$500
Type A Teacher		\$500
Speech Correctionist		\$500
Guidance Director		\$500
Summer Band		\$600
Summer Agriculture		\$1200
Driver Education		
Classroom Teaching		\$6.00/hr
Behind-the-wheel		\$5.00/hr

Based on the highest degree held and years of teaching experience

APPENDIX B-3
COACHING SCHEDULE

Athletic Director	10%
Football:	
Head	10%
All Assistants	6%
Basketball:	
Head	10%
Jr. Varsity	6%
Freshmen	4%
8th grade	4%)
7th grade	4%) 7% if combined
Baseball:	
Head	6%
All Assistants	4%
Track:	
Head	6%
All Assistants	4%
Wrestling:	
Head	6%
All Assistants	4%
Cross Country	4%
Golf	4%
Tennis	4%

To be based on highest degree held and years of coaching experience

APPENDIX C
SAINT LOUIS PUBLIC SCHOOLS
St. Louis, Michigan

STATEMENT OF GRIEVANCE

Submitted to:

Position:

Check One:

Level One: Date:
Level Two: Date:
Level Three: Date:

Submit additional copies to:
Association Secretary
Superintendent of Schools

At Level One it is sufficient to date one copy and file it with the person to whom the grievance is being made. At Level Two and Three the written grievance shall:

1. Be specific
2. Contain a synopsis of the facts giving rise to the alleged violation of the Agreement
3. Cite the sections or subsections of the Agreement alleged to have been violated
4. Contain the date of the alleged violation
5. Specify the relief requested.

Use back of sheet and attach additional sheets of plain paper to state your grievance:

TO BE COMPLETED BY GRIEVANT

TO BE COMPLETED BY ASSOCIATION SECRETARY

Does grievant desire Association to accompany and/or represent him?

Will Association accompany or represent grievant if requested by grievant?

Signature of Grievant:

Date: _____

Date: _____

Signature of Association President:

School Building: _____

Signature of Association Secretary:

APPENDIX-D

Code of Ethics Of The Education Profession
(Adopted 1968 NEA Representative Assembly)

PREAMBLE

The educator believes in the worth and dignity of man. He recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic citizenship. He regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his responsibility to practice his profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility he has accepted in choosing a career in education, and engages himself, individually and collectively with, other educators, to judge his colleagues, and to be judged by them, in accordance with the provisions of this code.

PRINCIPLE I

Commitment to the Student

The educator measures his success by the progress of each student toward realization of his potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling his obligation to the student, the educator -

1. Shall not without just cause restrain the student from independent action in his pursuit of learning, and shall not without just cause deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not on the ground of race, color, creed, or national origin exclude any student from participation in or deny him benefits under any program, nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
8. Shall not tutor for remuneration students assigned to his classes, unless no other qualified teacher is reasonably available.

PRINCIPLE II
Commitment to the Public

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling his obligation to the public, the educator-

1. Shall not misrepresent an institution or organization with which he is affiliated, and shall take adequate precautions to distinguish between his personal and institutional or organizational views.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts or favors that might impair or appear to impair professional judgment, nor offer any favor, service or thing of value to obtain special advantage.

PRINCIPLE III
Commitment to the Profession

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. He therefore exerts every effort to raise professional standards, to improve his service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, he contributes actively to the support, planning, and programs of professional organizations.

In fulfilling his obligation to the profession, the educator -

1. Shall not discriminate on grounds of race, color, creed, or national origin for membership in professional organizations, nor interfere with the free participation of colleagues in the affairs of their association.
2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
5. Shall not refuse to participate in a professional inquiry when requested by an appropriate profession association.

6. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Shall not misrepresent his profession qualifications.
8. Shall not knowingly distort evaluations of colleagues.

PRINCIPLE IV
Commitment to Professional Employment Practices

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He believes that sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of his profession by unqualified persons.

- In fulfilling his obligation to professional employment practices the educator-
1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
 2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
 3. Shall not knowingly withhold information regarding a position from an applicant, or misrepresent an assignment or conditions of employment.
 4. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agent shall give prompt notice of change in availability or nature of a position.
 5. Shall not accept a position when so requested by the appropriate professional organization.
 6. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.
 7. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency.
 8. Shall not delegate assigned tasks to unqualified personnel.
 9. Shall permit no commercial exploitation of his professional position.
 10. Shall use time granted for the purpose for which it is intended.

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 incident 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.

APPENDIX E
Tax Sheltered Annuities

1. The Tax sheltered annuity program be expanded to include variable annuities.
2. The agent presently servicing the school district is authorized to offer both fixed and variable annuities of companies he represents to eligible school employees.
3. No new authorization for tax sheltered annuities will be granted to another agent and companies he represents without a show of sufficient interest by at least 5 employees. Sufficient interest is interpreted to mean that the employees have agreed in writing to purchase a tax sheltered annuity upon approval of the company by the Board of Education.
4. Employees new to the school district will be allowed to continue the plan in which they were participating in their former school district.
5. All deductions and payment schedules are to be made in a uniform manner as determined by the accounting procedures of the school district.
6. This policy is to be reviewed periodically by a joint committee representing the Administration and the St. Louis Educator's Club.
7. The School District shall have no responsibility for the tax or financial results to any employee of such purchases.
8. In the event the employee terminates his employment or is released during the school year, the Board of Education obligation hereunder to pay annuity premium will terminate, effective as of the date of termination of employment.
9. The Superintendent of the School District is authorized to execute such documents and to perform such acts as may be necessary to carry out agreements with employees for the purchase of tax sheltered annuities.