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8/31/94

MASTER AGREEMENT
Between
THE WHITEHALL EDUCATION ASSOCIATION
and
THE WHITEHALL DISTRICT SCHOOLS

Whitehall District Schools

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AGREEMENT

This agreement entered into on the nineteenth day of June, 1990 by and between the Board of Education of Whitehall District Schools, Whitehall, Michigan, hereinafter referred to as the "Board" and the Whitehall Education Association, hereinafter referred to as the "Association."



ARTICLE I: RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative with respect to rates of pay, wages, hours of employment, or other conditions of employment as defined in Section Eleven (11) of Act 336, Public Acts of 1947 as amended, for all professional teaching personnel meeting State certification requirements of a qualified teacher and under contract to the District including librarians, guidance counselors, school psychologists, and social workers who have as a minimum of an AB degree and are State licensed or State approved in their field excluding Community Education Program and summer program personnel, substitute teachers, supervisory and/or executive personnel, office and clerical employees, school nurses, bus drivers, maintenance and custodial employees, athletic director, coordinator of Special Education, and all others not specified above. The term "Teacher" when used hereinafter, in the Agreement, shall refer to those employees represented by the Association in the bargaining or negotiation unit as above defined. Reference to male teachers shall include female teachers.

ARTICLE II: TEACHER AND BOARD RIGHTS

- A. Pursuant to Act 336 of the Public Acts of 1947 as amended, the Board hereby agrees that every teacher employed by the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation, so long as these activities do not take place during the normal school day. The Board and the Association agree that they will not discourage, deprive, or coerce any teacher in the enjoyment of rights conferred by Act 336 or other laws of Michigan or the Constitutions of Michigan and the United States. The Board and the Association agree that neither they nor any of their administrative agents shall discriminate against any teacher with respect to rates of pay, wages, hours of employment, or other conditions of employment, as defined in Section Eleven (11) of Act 336, Public Acts of 1947 as amended, by reason of race, religion, color, national origin, sex, marital status, age, height, weight, membership or participation in the lawful activities of the Association, or handicap unrelated to the individual's ability to perform the duties of the position.

Nothing herein contained, except as expressly provided otherwise by the terms of this Agreement, shall be constructed to deny or restrict to any teacher rights he may have under the General School Laws of Michigan and the laws and Constitution of the State of Michigan and the United States.

B. RIGHT TO MEMBERSHIP

1. The Association agrees that it shall admit all teachers to its membership without discrimination by reason of race, religion, color, national origin, sex, marital status, age, height, weight, membership or participation in the lawful activities of the Association, or handicap unrelated to the individual's ability to perform the duties of the position.
2. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction the employer shall, pursuant to MCLA 408.477, MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedure provided below.

Payroll deductions made pursuant to this provision shall be made in equal amounts as nearly as may be from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

3. The procedure in all cases of nonpayment of the service fee shall be as follows:
 - (a) The Association shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - (b) If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph (a) above.
 - (c) The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.
4. Pursuant to Chicago Teachers' Union v Hudson, 106 S Ct 1066 (1986), the Association has established an "Objections to Political-Ideological Expenditures--ADMINISTRATIVE PROCEDURES." Those administrative procedures (including the timetable for payment) apply only to non-Association bargaining unit members. The remedies set forth in those procedures shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
5. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to nonmembers, along with other required information, may not be available and transmitted to nonmembers until mid-school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or nonpayment of the representation fee by nonmembers shall be activated UPON EXPIRATION OF THE OBJECTION PERIOD FOR NONMEMBERS of the fee that given school year.
6. The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees, and at least 15 days prior to the date of the first payroll deductions for service fees the amount of said professional fees and the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by the Agreement and by law. It is expressly agreed that the District shall have no obligation to make involuntary deduction of service fees under this Section until such time as the Association shall furnish the District with verification that the Association's "Objections to Political-Ideological Expenditures--ADMINISTRATIVE PROCEDURES" have been approved by the Court of record in Lenhart v Ferris

Faculty Association--MEA/NEA, 643 F Supp 1306 (WD Mich, 1986). Further, the Association promptly agrees to notify the District of any future litigation where an order has been issued preventing the Association from implementing its "Objections to Political-Ideological Expenditures--ADMINISTRATIVE PROCEDURES" or any successor PROCEDURES pertaining to the same subject matter. In such event, the District shall have the right to suspend the involuntary wage deduction procedure specified herein for non-Association bargaining unit members.

7. Nonmember teachers who were employed by the Board during all or any part of the 1969-70 school year and who are subsequently reemployed by the Board and who do not choose to join the Association shall be exempt from Sections B: 2, 3, 4, 5, 6.
 8. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with the Association security/agency shop provision of this Article. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with any bargaining unit member who challenges the Association security/agency shop article provisions under this Article.
- C. There is reserved exclusively to the Board all rights, powers, and authority vested in it by the laws and Constitution of the State of Michigan and of the United States except as legally provided otherwise by the express terms of this Agreement.

It is agreed that the Board retain the right, except as expressly provided otherwise by the terms of this Agreement, to establish and equitably enforce reasonable rules and personnel policy relating to the duties and responsibilities of teachers, the determination and administration of educational policy, the operation of the school, and the direction of the professional staff as related to the day-to-day program.

- D. The Board and Association agree that all teachers represented by the bargaining unit should at all time adhere to an acceptable standard of professional behavior, and as a guideline to be used in the determination of an acceptable standard of professional behavior, the Board may refer to relevant portions of the Code of Ethics of the National Education Association and the Michigan Education Association. The Board agrees that it will give careful consideration to recommendations of the Association in regard to the definition and enforcement of an acceptable level of professional behavior among the teachers. The Association agrees that this paragraph shall be construed as supplemental and in addition to the powers and responsibilities conferred upon and vested in the Board respecting discipline of teachers, and nothing in this paragraph, including language in the above mentioned Code of Ethics and recommendations of the Association, shall in any way limit or diminish the Board's authority in this area. The Board

reserves the exclusive right to exercise enforcement steps, within its own discretion, with or without recommendation from the Association.

The professional life of each teacher shall be consistent with the high standards expected of a member of the teaching profession.

- E. The Board agrees to furnish the Association upon request the following documents: the annual operating budget, monthly budget summary, annual financial report, the annual school audit, teachers' certification credentials and any other information which is available under the Freedom of Information Act.
- F. Policy which affects teachers shall be made available to them at the beginning of the school year or prior to the effective date of any policy if adopted within the school year.
- G. The Board and Association recognize the merit of adhering to the North Central Association of Colleges and Secondary Schools accreditation standards. To this end the district and all personnel must meet requirements and standards set forth by North Central Association of Colleges and Secondary Schools where applicable. At this point in time such application would include only the high school grade levels 9-12.
- H. The Board and Association recognize the value of keeping probationary as well as tenure teachers properly appraised of all evaluative material concerning them. To this end the Board and Association agree that all probationary and tenure teachers shall have the right to examine and submit a written response to all materials which have been placed in their personnel file since their employment in the Whitehall School District. Such material to be viewed by the teacher would exclude any confidential information such as, but not limited to, letters of reference from previous employers. It is further understood that should a teacher apply for a position elsewhere, all above mentioned confidential information received from previous employers would be removed from his/her file before said file is forwarded.
- I. Upon receiving written notice from the administration that a recommendation will be made to the Board that his/her contract not be renewed for the ensuing year, a probationary teacher shall have access to the grievance procedure subject to the limitations as outlined in Article IV.
- J. A teacher who receives a reprimand which becomes a part of his/her personnel file shall have the right to appeal and discuss the same with the Superintendent.
- K. A teacher shall be entitled to have present a representative of the Association when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance when such reprimand, warning or discipline shall become part of the teacher's personnel file. At this meeting the principal may also have a representative of his/her choice present. If the teacher requests the presence of an

an Association representative such request shall be confirmed in writing to the principal. 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. Refusal of a representative of the Association to be present under the circumstances above described shall void the right of the teacher to such representation.

- L. When schools are open and teachers do not report to work because of adverse weather conditions, the teacher may submit a request to the Superintendent that the absence be held harmless. The Superintendent shall make a determination which shall be final.

ARTICLE III: NEGOTIATIONS

- A. In any negotiations carried under this Agreement, neither party shall have any control over the selection of the representatives of the other party. Each 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 the Board of Education and by the Association.
- B. Both parties mutually pledge that representatives selected by each shall be clothed with all the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to ultimate ratifications as provided in Section A.
- C. The Board agrees not to negotiate with any teachers' organization or individual member other than the Association for the duration of this Agreement. Nothing herein shall be construed to preclude or restrict the right of any individual employee to discuss with the Administration, or the right of the Administration to discuss with any individual employee, any matter relating to the terms and conditions of this employment, except that as to matters which are the proper subjects of collective bargaining. Any changes ~~or~~ modifications shall be made only through negotiations with the Association.

ARTICLE IV: GRIEVANCE PROCEDURE

A. GENERAL PRINCIPLES

1. A grievance shall mean a claim by a teacher, group of teachers, or the Association for a group of identified and named teachers that there has been an alleged violation, an alleged misinterpretation, or an alleged misapplication of the expressed terms of the Contract.
2. The primary purpose of the procedure set forth in this Article is to secure, at the lowest level possible, equitable solutions to problems or grievances of a teacher or as a group of teachers.
3. It shall be the policy of the Board to assure to every teacher an opportunity to have the use of this grievance procedure without fear of reprisal or without prejudice in any manner to his professional status.
4. The following are not to be the basis of any grievance filed under the grievance procedure:
 - a) Any claim or complaint for which there is another remedial procedure established by law or by regulation having the force of law including any claims or complaints for which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

b) Any matter involving teacher evaluation except procedures and time-lines provided in Article XVII.

5. Nothing contained herein shall be construed to prevent an individual teacher from presenting a grievance and having the grievance adjusted through grievance procedure Level 4 hereinafter provided without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
6. If the grievance is filed on or after May 15, the time limits shall be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as is practicable.
7. It is the intent of the parties of this Agreement to prevent grievances and to settle any that may occur as fairly and promptly as practical. The time limits required at all levels are important in resolving problems or carrying out the Grievance Procedure. It is understood by both the Whitehall Education Association and Board of Education that when a complaint is not made to the building principal within the specified time limit, or when a teacher(s) or Association does not advance a problem or grievance to the next level within the specified time limit, the problem or grievance shall be considered as resolved and waived. Failure of the Board to answer within the time limit shall be deemed a denial of the grievance, and it may then be appealed to the next step.

8. Any reference to a time limit in days is understood to mean working days, and to exclude Saturdays, Sundays, holidays, and vacation days as designated in the school calendar.
9. The following are grievable commencing at Level Three and ending at Level Four below and are not subject to arbitration as provided in Level five:
 - a) The termination of services of or failure to re-employ any probationary teacher,
 - b) The placing of a non-tenure teacher on third year probation,
 - c) The failure to re-employ any bargaining unit member to a position on Schedule B.

Under no circumstances shall the subject matter included in sub-paragraphs a, b, and c listed above be subject to arbitration as provided in Level Five.

B. PROCEDURE

1. Level One

Prior to invoking the grievance procedure, a teacher(s) who has a grievance shall first discuss the problem with his building principal within ten (10) days following the day on which the problem occurred.

If by mutual agreement between the Superintendent and the Association, the grievance involves more than one building and/or constitutes a system-wide problem, then the Superintendent will cooperate with the Association to bypass those levels of the grievance procedure which can serve no useful purpose to the solution of the problem. Both the Board and the Association must agree to the levels of the Grievance Procedure that are to be bypassed.

2. Level 2

In the event the problem is not worked out satisfactorily at Level One, he (they) may file a formal grievance in writing not sooner than three (3) days and not later than six (6) days after the initial discussion at Level One. The written grievance shall contain the following:

- a) The article, section, and sub-section alleged to have been violated,
- b) A synopsis of the facts pertaining to the alleged violation,
- c) Nature of the alleged violation,
- d) The date of the alleged violation,
- e) The remedy requested,
- f) Signature of the grievant(s).

The grievance may be processed on Grievance Report Form attached hereto as Appendix B.

Within five (5) days of receipt of the written grievance, the principal shall state his decision in writing concerning the grievance, together with supporting reasons, and furnish one copy to the teacher(s) and Association.

3. Level Three

If the decision of the principal is not satisfactory, the grievance may be filed with the Superintendent within five (5) days by either the grievant or the Association. Within (5) days from the receipt of the grievance, the Superintendent shall meet with the teacher(s) and other parties concerned and shall submit a written report within five (5) days of this meeting, including any agreement reached, or if the matter is not resolved, his answer to the grievance, together with supporting reasons, copies of which shall be given to the teacher(s), Association's Grievance Chairperson, and the Principal.

A grievance filed in accordance with provisions of Article IV, A-9 above must be filed within five (5) days of notification not to renew the contract of a probationary teacher or a Schedule B assignment, or the placing of a non-tenure teacher on third year probation. Either party may invoke mediation within three (3) days of filing the grievance with the Superintendent. The Superintendent shall make no decision during this three (3) day period, and if mediation is invoked, he shall make no decision prior to a meeting with the mediator.

Within five (5) days of meeting with the mediator, the Superintendent shall submit a written report as provided above.

4. Level Four

In the event the aggrieved person(s) is not satisfied with the disposition of his (their) grievance at Level Three, or if no decision has been rendered within ten (10) days from date of receipt of grievance by the Superintendent and if the grievance is not filed in accordance with provisions of Article IV, A-9, he (they) may refer the grievance in writing to the Secretary of the Board of Education through the Superintendent not later than ten (10) days from the ten (10) day Superintendent limitation.

Within fifteen (15) days from receipt of the written grievance by the Board, the Board or a Review Committee composed solely of members of the Board of Education, Superintendent and involved Principals or Principal, and the Board's Negotiation Team, shall meet with the Association's Grievance Chairperson, the Association's Negotiating Team, and/or the grievant(s) for the purpose of arriving at a mutually satisfactory solution to the grievance. A written decision of the Board shall be rendered to all principal parties concerned within five (5) days following the meeting of the Review Committee.

If the grievance is filed in accordance with provisions of Article IV, A-9, the grievance may be advanced to Level Four as provided in the preceding paragraph, if the aggrieved party (parties) requests that all Board action pertaining to the grievance be conducted in an executive session of the Board.

5. Level Five

The Association, within fifteen (15) days after receipt of the decision of the Board of Education, may make a written request to the Board (by delivery to the Secretary of the Board) for arbitration of the grievance. After receipt of the Association's request for arbitration, the Board and the Association shall meet within fourteen (14) calendar days after the date of receipt of the notice from the Association, in an attempt to make one last effort to resolve the issue. If the parties are unable to resolve the dispute at that point, the Association may file at the appropriate office of the American Arbitration Association a form demand for arbitration provided said involves an alleged violation or an alleged misinterpretation of the expressed terms of this Contract.

If the Association fails to exercise the privilege of arbitration within a fifteen (15) day period following the last effort attempt to resolve the issue, the grievance shall be deemed resolved.

The selection of the Arbitrator shall be by request to the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings.

The powers of the Arbitrator are expressly limited as follows:

- a) He shall have no power add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- b) He shall have no power to establish salary scales or change any existing salary schedules.
- c) He shall have no power to hear or decide issues other than the ones expressly disclosed in the original grievance.
- d) His powers shall be limited to deciding whether there has been a violation, misinterpretation, or misapplication of the expressed terms of this Contract.
- e) He shall have no power to hear or decide any matter properly within the jurisdiction of the Michigan Tenure Commission.
- f) He shall have no power to obligate the Board to make monetary adjustments except in cases of wage losses and/or MESSA insurance fringe benefits as determined by the Arbitrator.
- g) The decision of the Arbitrator shall be final if within the scope of his authority.

- h) The fees and expenses of the Arbitrator shall be shared equally by the Board and Association. Either party may demand that the evidence and proceedings shall be stenographically reported, and the cost thereof shall be borne by the party making the request. Other expenses, including the cost of witnesses, shall be borne by the party requesting the witness or incurring the cost.
- i) No party, other than the Association, may invoke the arbitration request or process.

C. MISCELLANEOUS

1. In the course of investigation of any grievance, a teacher or representative of the Association shall not investigate a complaint or present or handle a grievance so as to interrupt or disrupt normal school operations or activities as determined by the building principal.
2. It is agreed that every effort shall be made not to involve students in any phase of the grievance procedure.

ARTICLE V: MATTERS CONTRARY TO AGREEMENT

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect.

All individual teacher contracts shall be made expressly subject to the terms of this Agreement.

ARTICLE VI: AGREEMENTS CONTRARY TO LAW

If any provisions of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law or Michigan Department of Education regulations, then this provision or application shall be deemed invalid except to the extent permitted by law, or Michigan Department of Education, but all other provisions hereof shall continue in full force and effect.

ARTICLE VII: SALARY DEDUCTIONS

- A. Board will deduct membership dues and assessments of Association members upon receipt of a properly executed authorization for dues deduction of the Association, the Michigan Education Association, and National Education Association, if submitted within two weeks of employment. Federal and State Income Tax deduction data is to be reported at this same time. Membership dues and assessments shall be deducted from the second regular salary check of the teacher each month for ten (10) months, beginning in September and ending in June of each school year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June. The Board shall remit to the Whitehall Education Association Treasurer on a monthly basis after the second regular salary check.
- B. 1. Upon appropriate written authorization from the teacher based upon a uniform payment schedule, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, United Appeal, MEFSA, MEALS, AND MEA programs and U.S. Savings Bonds.
2. Annuity companies requesting payroll deduction for members of this bargaining unit will be required to have a minimum of five (5) members enrolled before payroll deductions will be implemented.
3. All current annuity companies will continue to have payroll deduction until there are no bargaining unit members enrolled. At that time the company shall be dropped.

ARTICLE VIII: TRANSFERS AND VACANCIES

- A. Frequent transfers of teachers within the system shall be avoided whenever possible. Transfers will occur within the system when teaching positions are eliminated on one area of the K-12 program and are created in other areas of the K-12 program because of, but not necessarily limited to, changes in pupil distribution and course offerings. Transfers will not be used to fill vacancies as described in paragraph B below. In the event transfers are necessary, they shall be made in the best interest of students, teachers, and the total school program. If a teacher objects to a transfer, the Board shall attempt to arrange the transfer of a willing teacher and, if unsuccessful, shall transfer the teacher who possesses the required certification, qualification, and least seniority. Questions involving qualification in this instance shall be resolved in accordance with Article XII, 6-8 and 9. The Board shall have sole discretion to make transfers.
- B. A vacancy shall mean a bargaining unit position that is unfilled because it was newly created by the Board of Education and represented an increase in total bargaining unit positions or because it was vacated for whatever reason by a member of the bargaining unit. Whenever a vacancy occurs, the Board shall publicize the same within the school system. Whenever a vacancy occurs during summer vacation, the Board of Education shall take reasonable steps to notify all teachers who have expressed in

writing within twelve (12) months preceding the vacancy an interest in said vacancy. The teacher shall be notified at the last known address filed with the Board. At other times, the posting of vacancies shall be considered sufficient notice. It shall be the responsibility of the teacher to express in writing to his building principal any interest he may have in a posted position. Any teacher who has expressed an interest in writing in the vacancy in accordance with the above terms shall be interviewed and considered over other applicants. The Board shall have sole discretion in filling the vacancy subject to procedures described in this paragraph.

ARTICLE IX: MAINTENANCE OF DISCIPLINE AND PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established board policy.

The Board further recognizes that certain students may need specialized assistance. It shall be the responsibility of the teacher to report the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel other than the classroom teacher.

The following procedure shall be used in handling students who need specialized assistance:

1. The Board shall take reasonable steps through its designated representatives to assist the teacher with respect to such pupils.
2. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or related specialists, the Board shall take reasonable steps to refer such students to the appropriate public social services organization.

3. Any pupil who is determined after consultation with the appropriate qualified professional people to be incapable of adjusting to the regular classroom shall be removed from school and referred to the appropriate agency as permitted by law.

B. A teacher may exclude a pupil from a class session when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the conduct makes his continued presence in the classroom intolerable. When a teacher excludes a pupil from class under the described circumstances, a brief note of explanation must accompany the pupil to the principal's office. The teacher will, as promptly as his teaching obligations permit, if possible the same day the incident occurred, furnish the principal with full particulars of the incident in writing; and the principal shall take such disciplinary action as in his judgement is justified, including temporary suspension from class. The principal shall as soon as possible furnish in writing to the teacher involved the action taken.

The authority to remove a pupil permanently from a class is reserved to the building principal or his assistant.

The teacher may request that he or she have a conference with the parent or legal guardian of the involved student before the student is readmitted to class, and if the principal considers such a conference appropriate, the principal will grant the teacher permission to arrange a meeting with the parent or legal guardian.

- C. Any case of assault upon a teacher occurring on or off school premises or during a school sponsored activity for which the teacher has responsibility shall be promptly reported to the respective principal or his designated representative. The alleged assault shall be promptly investigated and after consultation with the teachers and others involved, the principal or his designated representative shall determine suitable action to be taken.
- D. A teacher may use force as is necessary to protect himself from attack or to prevent injury to another student.
- E. Suspension of a student from school may be imposed only by the Board of Education or its designated representative.
- F. If a teacher is sued, by reason of disciplinary action taken against a student, the Board will render assistance to the extent provided by insurance currently in force and applicable to such incident to the defense of the teacher, providing the teacher's action was taken in conformance with Board Policy.
- G. A complaint by a parent of a student directed toward a teacher shall not be included in said teacher's personnel file unless such matter is reported to the teacher within ten (10) working days of the receipt of the complaint.

H. Time lost by a teacher in connection with any incident mentioned in this Article and not subject to Article XIV, Section A, 1-c shall not be charged against the teacher, providing the teacher's action is consistent with the high standards of the teaching profession and Board policy, in which case the teacher shall receive his regular salary, less compensation from any collateral source provided for in this Contract, until his return to work, or until his accumulated sick leave days (not subject or augmentation by transfer from sick leave bank) have elapsed, whichever is the lesser.

I. No teacher shall be disciplined without just cause. However, non-renewal or termination of a probationary teacher shall not be subject to this provision. Further, discipline shall not include the discharge or demotion of a tenure teacher, as this falls under the jurisdiction of the State Tenure Commission, and such is not subject to the grievance provision of this Agreement.

Any corrective action taken by an administrator toward a teacher shall be done in private to the extent possible. The teacher who is corrected has the right to Association representation.

ARTICLE X: TEACHING HOURS AND CLASS LOADS

- A. The Board and Association recognize the principle of a minimum forty-hour work week. The regular work day shall consist of seven and one-quarter ($7 \frac{1}{4}$) hours commencing at the teaching station as determined by the principal fifteen (15) minutes before the beginning of the pupil's regular school day in the high school, and thirty (30) minutes before the pupil's regular day in the elementary (K-4) and middle school (5-8). The period of time, excepting lunch period when teachers are not directly involved in a classroom situation, including the remaining three and three-quarters ($3 \frac{3}{4}$) hours per week, shall be used for attending to those matters which properly require attention at that time (e.g., planning sessions, correcting papers, conferences with teachers or administrators, consultation with students and/or parents when scheduled directly with the teacher or jointly with the principal, and professional meetings as required).
- B. Each teacher in grades 5-12 shall have the equivalent of one regular class period scheduled each day during the school day for use as a conference-preparation period.
- C. A teacher in grades K-4 including Developmental Kindergarten shall have one hundred fifty (150) minutes preparation-conference time per week scheduled in no less than thirty (30) minute blocks, inclusive of Art, Music and Physical Education scheduled during

the students' regular school day. In addition, the elementary teacher shall use thirty (30) minutes of the sixty (60) minute student lunch period for daily preparation-conference time. The other thirty (30) minutes shall be a duty free lunch period.

Instructional recess shall be taken a.m. or p.m.

Should a teacher in grades K-4 have to assume regular classroom duty during the regular scheduled conference-preparation period he/she shall be compensated according to Article 16:Section 7.

- D. When teachers are employed for less than a full day and do not share an assignment with another teacher, they shall receive a pro rata portion of Schedule A compensation based upon a fraction of the denominator of which shall be seven and a quarter ($7 \frac{1}{4}$) hours less the duty-free lunch time and the numerator of which shall be actual teaching time plus a pro rata portion of forty-five minutes and a pro rata portion of a normal conference period, such pro-ration to be based upon actual teaching time related to the teaching time of a full-time teacher. These teachers shall report for the proportionate part of forty-five (45) minutes and for the proportionate part of the conference-preparation period as determined by the principal.

In those cases where teachers share a full-time assignment, they shall fulfill all obligations of the assignment in the manner of a full-time teacher and shall be compensated for one full-time position pro-rata by mutual agreement between the involved

teachers and the Board of Education with appropriate adjustments being made for teaching degree and experience of the involved teachers.

- E. All teachers, within the building, shall have equal duty-free lunch periods, except as provided below. They shall have the freedom to leave the school premises when unassigned. In days of inclement weather, elementary teachers (K-6) may assist in lunch period supervision. Teachers shall be compensated for this assistance according to Schedule B.

In the event an aide is absent due to an emergency, teachers may substitute on an equitable basis. Said teacher shall be compensated at the end of each semester according to Schedule B.

Lunch hour duty shall be on a voluntary basis in grades 7-12. Compensation shall be at the rate of five (\$5) dollars per period.

- F. Elementary teachers may use that time during which their classes are receiving instruction from various teaching specialists for preparation-conference use.
- G. Teaching specialists shall be provided with conference-preparation time to the same extent as other teachers at their level of instruction. This conference-preparation period shall be scheduled during the student's regular school day.

H. There shall be no more than one regularly scheduled building faculty meeting and/or system-wide faculty meeting per month. Teachers will be given forty-eight (48) hours notice prior to such meetings. It shall be the responsibility of administrative personnel to call such meetings. Additional building faculty meetings and/or system-wide faculty meetings may be called in the case of an emergency when necessary.

I. A teacher shall attend all regularly scheduled professional meetings (e.g., building meetings, general staff meetings, inservice meetings, etc.) unless excused by the building principal. A teacher shall attend subject area and/or grade level meetings unless excused by the principal.

A regularly employed teacher with less than a full-time assignment will be compensated in accordance to Schedule A for attending inservice or other professional meetings scheduled by the principal beyond the regular work day. In no event will a teacher be compensated for more than actual hours worked in a day.

J. The Association agrees that all teachers shall prepare written daily lesson plans for each subject area taught by a teacher. These plans shall be available to the principal or immediate supervisor.

- K. The Association agrees to encourage all teachers to perform fully, faithfully, and properly their duties as teachers. The Association shall refuse to condone or defend any action by a teacher who refuses to perform legitimate duties and responsibilities assigned in his Contract and in this Agreement.
- L. In cases of conditions causing an emergency situation threatening the health and welfare of students, all teachers, when present shall assist in supervising pupils.

ARTICLE XI: TEACHING CONDITIONS

- A. The Board and Association mutually recognize that the primary duty and responsibility of the teacher is instruction and the commitments inherent therein.
- B. The Board and Association agree that pupil-teacher ratio is an important aspect of an effective educational program and that class size shall be determined in relation to pupil needs, area of instruction, and grade level. The Board shall continue to strive to establish a maximum pupil-classroom teacher ratio of 25-1 in grades K-5. The Board shall also strive to establish a maximum load per instruction period in grades 6-8 of 1-25, and grades 9-12 of 1-30 except where not applicable such as physical education, instrumental music, and vocal music.

Whenever the average class size at any grade level in grades K-4, exceeds 28, the Board shall provide one (1) teacher aide to work with that grade level in addition to the two (2) aides already provided for that building.

In the event the Board is unable to employ sufficient personnel, either through lack of finances, teacher shortage, or otherwise to maintain certain hours, teaching loads, and pupil-teacher ratios, it is understood that such adjustments are temporary; and the Board shall strive to implement all reasonable means for correcting the situation.

The Board agrees to maintain two (2) aides for K-4 level and two (2) aides for the 5-8 level. Whenever the average class size in grade 5 exceeds 28, the Board shall provide one (1) teacher aide to work with that grade level in addition to the two (2) aides already provided for that building.

- C. The improvement of instruction and educational experiences through experimental classes shall be encouraged and permitted when cooperatively planned and agreed to by the staff and administration.
- D. Teachers shall not be required to drive a bus.
- E. The Board shall strive to make available adequate faculty lounge facilities in the elementary, middle, and senior high schools.
- F. Telephone facilities shall be made available to teachers for their reasonable use in teacher workrooms. Teachers shall avoid using office telephones except when absolutely necessary.
- G. The Board and Association shall strive to protect the health, welfare, and safety of students and all personnel. There shall be continued alertness to prevent hazardous conditions at all times on all school premises. The preservation of safe, wholesome, and pleasant surroundings shall be a paramount concern of both the Board and Association.

The Board shall strive to make available adequate faculty and student restroom facilities.

- H. The arrangement of furnishings in the classroom shall be for the optimum educational setting as determined by the teacher subject to the approval of the principal which shall not be unreasonably withheld.
- I. The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties shall confer from time to time for the purpose of improving the selection and use of such educational tools, and the Board undertakes to implement all joint decisions thereon made by its representatives and members of the teaching staff. Final decision for selection of the above items rests with the Board.

ARTICLE XII: QUALIFICATIONS AND ASSIGNMENTS

A. The initial employment of teachers requires the possession of a bachelor's degree from an accredited college or university and a Michigan elementary or secondary provisional certificate or its equivalent. Any deviation from this requirement shall be in accord with the certification regulations of the Michigan Department of Education.

B. Since pupils are entitled to be taught by instructors who are teaching within their area of competence, teachers shall not be assigned outside their certificated major or minor field of study or the scope of their teaching certificate except temporarily and for good cause.

A teacher in the program K-5 shall be assigned to a specific grade level unless receiving a special assignment related to the program (remedial reading, music, art, etc.).

C. Teachers, other than newly-hired and substitute teachers, shall be notified in writing of any tentative changes in programs for the coming school year, the grades and/or subjects that they will teach, and any special classes they will have as soon as is practicable and under normal circumstances not later than the end of the school year.

D. Teachers, other than newly-hired and substitute teachers, who will be affected by a change in grade and/or subject assignment, shall be notified in writing and consulted by their principal as soon as is practicable and under normal circumstances no later than the end of the school year. In no event shall changes in teachers' assignments be made later than the first day of July preceding the commencement of the school year, unless an emergency situation requires the same.

To the extent possible, such changes in grade and subject assignments will be voluntary, but the Board reserves the right to make such changes. Every effort shall be made to avoid reassigning probationary teachers.

E. Assignments in addition to the normal teaching schedule during regular school year enumerated in Schedule B shall be voluntary. In the event the Administration is unable to find a volunteer to accept a Schedule B assignment, the Association will assist the Administration in finding a volunteer to accept the position.

F. The Board and Association agree that some supervisory responsibilities shared among the teachers on an equitable basis are necessary at school sponsored functions.

G. In the event that a reduction of teaching personnel is needed, the following guidelines, layoff, and recall procedure will be used:

1. It is specifically recognized that it is within the sole discretion of the Board to reduce program and curriculum after consultation with the Association Executive Board.

2. In reduction procedures, the Board agrees to continue to strive to establish a maximum pupil-teacher ratio as defined in Article XII, Section B.
3. The term seniority as hereinafter used shall be years of full-time equivalency of continuous contractual service with the Whitehall District Schools in bargaining unit positions. Continuous contractual services for purposes of determining seniority shall not be interrupted by a lay-off. Administrators may return to the bargaining unit as required by the Tenure Act. Leaves of absence granted pursuant to this Contract shall not constitute an interruption in continuous service. Any leave of absence of ninety (90) or more consecutive full-time equivalent work days shall not count toward seniority credit. Credit for outside teaching experience in other school districts shall not be considered for the purposes of accumulating seniority.
4. No teacher shall be laid-off during the school year except in cases beyond the control of the Board of Education; such as, but not limited to, destruction of facilities, unanticipated cuts in State Aid and unanticipated decline in enrollment. Teachers subject to lay-off for the subsequent school year shall be notified of such lay-off in writing at least sixty (60) calendar days prior to the last day of the current school year. The sixty (60) day period may be reduced by the number of working days required to complete the bumping process and necessary related board action not to exceed thirty (30) days.

5. a) In the event it becomes necessary to reduce the number of teachers through lay-off, the Association will be consulted and will be provided with all necessary data in order to monitor the procedure. The following procedure shall be applied using the criteria stated below whenever it becomes necessary to lay-off employees.

The service of probationary teachers shall first be discontinued, unless certain of the probationary teachers are teaching a grade level or a subject matter for which there are no tenured teachers certified to fill the needs of the school district. Probationary teachers shall be laid-off on the basis of certification and seniority.

Following the decisions as enumerated above relative to the lay-off of probationary employees, tenured teachers will be laid-off on the basis of certification and seniority with the Whitehall School District. The parties agree that every effort will be made to continue to employ more senior teachers following a lay-off provided that all remaining teachers are certified for the remaining positions available in the school district.

When it is necessary to reduce the number of teachers through lay-off, the district may effect involuntary transfers. To effectuate the lay-off, transfers will be minimized. In determining transfers the following criteria will be applied in order of priority: Teachers will be assigned to:

- 1) another grade or department in his/her current building or current department in another building,
 - 2) if not available, another grade or department in another building,
 - 3) if no position is available in any grade/department for which the bargaining unit member is certified, in any building, the bargaining unit member will then be laid-off.
- b) Exempt from lay-off or being bumped from the bargaining unit shall be the chairperson of the Association Grievance Committee, the Chief Spokesman of the Association's Negotiations Committee, the President and Vice-President (President-Elect) of the Association.
- c) Section 5A. does not apply to the implementation of the recall portion of Section 6,7,8,9.
6. A teacher on lay-off as a result of the bumping process can be returned to work only by recall as subsequently provided in this section.
 7. Teachers on lay-off shall be recalled in inverse order of lay-off provided the teacher is certified for the vacancy. No new teachers shall be employed by the Board while there are teachers of the District who are laid-off unless there are no laid-off teachers who are certified to fill the vacancy.

8. If the position to which the teacher is recalled is in the seventh or eighth grade, the teacher must have a major or minor in the subject area to which the teacher is recalled.
9. If the position to which a teacher is recalled is in grades nine through twelve, the teacher must have a major or minor that meets current North Central requirements.
10. If the teacher possesses necessary certification, but does not meet the requirements as outlined in Section 8 and 9 above, the teacher will be recalled according to Section 7 above if the teacher agrees to obtain at least six semester credit hours per year from the date of recall toward and until the requirements of Section 8 and/or 9 above are met.

The teacher, prior to the commencement of each academic term or semester, shall advise the Superintendent in writing of the courses in which he/she has enrolled and whether he/she has obtained credit for courses attained the prior term or semester.

Failure to fully comply with the forgoing credit attainment and status reporting requirements shall result in the application of the requirements of 7 and 8 above as a condition prerequisite to continued employment of the teacher.

11. Notice of recall will be given by certified mail to the last address given to the Board by the teacher. A copy of the notice of recall shall be given to the Association. The teacher shall respond to the notice of recall within 7 calendar days of the date of receipt. If the teacher fails to respond within 7 calendar days from the date of receipt of the notice of recall, the teacher will be deemed to have refused the position offered and will be removed from the recall list. If the teacher responds within the 7 day period before mentioned and refuses the position, the teacher shall be removed from the recall list except that refusal or acceptance of a position that offers less teaching time per day than the teacher had at the time of lay-off will not affect the teacher's later recall rights to a position equivalent in teaching time to the position held by the teacher at the time of lay-off.
12. In recalling teachers from lay-off, no teacher will be terminated, lose recall rights, or seniority, if the teacher is at the time of recall under contract with another employer, except upon refusal of employment.
13. The recall list shall be maintained by the Board for an unlimited period of time.

14. Laid-off teachers shall be offered all substitute teacher openings before such openings are offered to any other person. Accepting or refusing any substitute positions shall not affect a teacher's recall status or rights.
15. The Board of Education shall prepare a seniority list. This list shall be updated with a copy transmitted to the WEA on or before November 1 of each year. Accompanying the name of each teacher on the list shall be the teacher's years of full-time equivalency of continuous service and the teacher's certification. For purposes of implementation, the seniority list of members of the bargaining unit employed prior to September 1, 1978 shall be included as Appendix D attached to this Agreement.
16. If a teacher on lay-off acquires additional certification which might change the teacher's contractual status resulting in possible recall the teacher must notify the Board of Education in writing by April 1 of the preceding year and supply a copy of documentation by June 30.

ARTICLE XIII: PROFESSIONAL STUDY COMMITTEES/
SCHOOL IMPROVEMENT

- A. While the final decision concerning curriculum and curricula change is recognized to be the sole responsibility of the Board, the Board recognizes the value of having teachers serve on various curriculum committees which would act in an advisory capacity relative to the status of the curriculum. Teachers are thereby expected to serve on such committees when requested.
- B. It is hereby agreed that from time-to-time, the Board and Association will create and appoint a Professional Study Committee or Committees to cooperatively study areas of mutual concern and to determine the priority thereof, such as a but not limited to pupil-teacher ratio, curriculum improvement, professional growth, teacher evaluation, merit pay, and to make advisory recommendations to the Board through the Superintendent.

The composition and size and places of meeting of any such committee shall be determined jointly by the Board of Education.

- C. The Board and the Association encourage and support the concept of continued school improvement efforts designed to assist the school district to reach its mission. Any outcomes from school improvement efforts that call for

changes in any of the provisions of this contract or affect wages, hours, terms or conditions of employment must be agreed to by both the Board and the Association.

None of the foregoing shall be interpreted as a waiver of any rights by the Association or any bargaining unit member or the Board of Education or any of its agents.

Teacher representatives on building committees shall be selected mutually by the building principal and the association building representatives. Teacher representatives on district wide committees shall be mutually selected by the administration and the Association president.

ARTICLE XIV: LEAVES OF ABSENCE

A. PAID LEAVES OF ABSENCE

1. Sick Leave

- a) Each full-time teacher under contract for the entire school year shall be entitled up to ten (10) full days sick leave per year upon reporting for the first day of work according to the teacher's contract, accumulative up to a total of one hundred seventy (170) days for personal illness and/or disability and time required for scheduled medical appointments if prior notification is given the principal. Upon exhaustion of the five (5) day emergency leave provision (Article XIV: A2), a teacher may use up to five (5) days deducted from sick leave for necessary care of a member of the immediate family (Article XIV: A2) due to accident or illness. For contractual teachers working less than a full day or less than a full year, the ten (10) days sick leave allowance shall be pro-rated using full-time teacher work days as indicated in Article 18 as a base and contractual days converted to equivalent full-time days as the numerator. Teachers shall be notified as to the number of sick days credited to them by October 15 of each school year.
- b) Sick leave payments as provided in paragraph one (1) above may be used for disability due to pregnancy.

- c) In the case of absence due to a compensable injury or illness under Michigan's Worker's Compensation law the employee shall receive in addition to his Worker's Compensation income, an amount to be deducted from his/her sick leave sufficient to make-up the difference between his/her gross pay and Worker's Compensation until his/her return to work or his/her sick leave is used up, whichever occurs first. The employee, upon written request, may elect to receive only the Worker's Compensation insurance benefit and not supplement such benefit by use of sick leave.
- d) The Board of Education reserves the right to consider all sick leave problems extending beyond the limitations set forth herein on the merits of each individual case. Any teacher whose personal illness extend beyond the period compensated under 1 and 2 above may be granted a leave of absence without pay for such time as is necessary for complete recovery but not to exceed twelve (12) months. The Board of Education shall have the right at any time during the leave to request from the teacher on leave a written statement regarding the teacher's plans for an extension of the leave, for reinstatement upon expiration of the leave or for resignation from employment. The teacher shall respond within fourteen (14) days of the request. Upon return from leave, a teacher shall be assigned to the same position or an equivalent position for which he/she is qualified if available. Reinstatement shall be subject to the provisions of Article XII, paragraph G.

- e) After an absence due to injury or illness requiring hospitalization, a teacher may be required by his principal to furnish a statement from the teacher's attending physician stating that the teacher's mental and/or physical health is satisfactory to allow resumption of his/her assigned duties.
- f) The Board and Association agree that the use of sick leave shall be on an ethical basis.
- g) Each member of the bargaining unit may contribute one (1) day of accumulated sick leave to the sick leave bank by presenting a signed statement requesting same to the Assistant Superintendent on or before October 1 of each school year commencing with 1975-76 school year. The bank shall be administered by the Association which shall furnish the Board an annual report on the status of the bank by June 30, of each year.

Those members of the bargaining unit who have been hired after the opening of the school year may contribute one (1) day of accumulated sick leave to the Sick Leave Bank by presenting a signed statement requesting same to the Assistant Superintendent within thirty (30) days from date of hire.

The total days contributed by a teacher to the Sick Leave Bank and the total accumulated sick leave days credited to a teacher cannot exceed 120 days.

2. Emergency Leave

Up to five (5) days per year shall be allowed for death in the immediate family or necessary care of a member of the immediate family due to accident or illness. Immediate family is defined as wife, husband, mother, father, brother, sister, daughter, son, mother-in-law, or father-in-law. Leaves of absence, other than "immediate family" as above defined, if within the five (5) days limitation, may be granted or approved by the principals. Extension of days beyond the limitations set forth herein shall be considered by the principal on the merits of each individual case.

3. Professional Meetings

- a) Professional leaves without loss of compensation may be granted with the approval of the building principal for the purpose of attending professional and educational meetings. Such leave may be granted for subject area conferences and other educational meetings.
- b) Delegates appointed, elected, or otherwise duly chosen as representatives of the WEA to business meetings or conventions of the MEA and/or NEA shall be granted necessary leave and shall receive his/her (their) regular teaching pay less the amount paid to a substitute to attend such meeting or convention. Up to two such delegates may be excused for any one meeting. Total cumulative days allowed all members of the Association to attend such meetings shall not exceed twenty days in any one school year.

- c) Application for professional leave shall be made five (5) days prior to such leave on the form provided.
- d) Teachers on leave shall be expected to furnish the principal with adequate lesson plans and necessary data for the intended absence days.

4. Personal Business Leave

- a) Two days per school year may be used for personal business by a regular full-time teacher. Personal leave days shall not be cumulative.
- b) It is agreed that personal leave days are provided for legitimate business, professional, and family obligations a teacher regularly encounters which cannot be met outside the regular school day. Typical of these obligations, although not all inclusive, are: court appearances, scheduled medical appointments, religious holidays, college graduation exercises, honors convocations, honoring the teacher or members of his or her immediate family (defined in Article XIV, A-2). This provision for personal leave is not to be used for the pursuit of sporting or recreational interests, hobbies, avocations, other gainful employment, shopping, or such activities as yard maintenance. No personal business leave days shall be taken on any day immediately preceding or immediately following a vacation period, except in a case of necessity, when reasonably demonstrated for approval.

- c) The teacher shall provide written notice of each personal leave two (2) days in advance except in case of an emergency by filling out a form provided by the Board which is attached hereto, as Appendix A. The notice of one personal leave day shall require the teacher to state, at least in general language, the reason for the personal leave. Prior approval by the principal is required for this leave day. The notice for the other personal leave day need only state that the leave is for personal reasons. Prior approval by the principal is not necessary for this day. Both personal leave days must be in accordance with Article XIV, V-b. Days so used should not be deducted from sick leave.
- d) One (1) additional day may be granted by the principal for personal business leave as defined above to tenure teachers with primary consideration being given to the teacher's attendance record.
- e) Unused personal leave days shall be added to the teacher's accumulated sick leave and shall accumulate independently of any limitations specified in Article XIV, Part A, Paragraph 1-a.

5. Jury Duty

A teacher called for jury duty or subpoenaed to give testimony 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. In the event a teacher(s) is (are) subpoenaed as a witness on behalf of the Association in a case against the Board of Education, a pro rata salary deduction at contractual rates shall be made from the teacher's (s') pay.

6. Exchange Teacher Leave

A leave for exchange teacher positions may be granted to tenure teachers with a minimum of three (3) years teaching experience in the school system as prescribed by Section 571 of the General School Laws of Michigan.

B. Unpaid Leave

1. General Leave

An unpaid leave of absence may be granted upon request to any teacher subject to approval by the Board of Education. Reinstatement shall be subject to the provisions of Article XII, Paragraph G.

2. Military Leave

All state and federal laws applicable to the employment of veterans shall apply.

3. Sabbatical Leave

- a) Teachers who have been employed for seven (7) consecutive years may be granted a sabbatical leave for professional improvement for up to two semesters at any one time. It is agreed that professional improvement includes, but is not limited to: attending a college, university or other educational institution, travel which will improve the teacher's ability to teach and other activities which would add valuable resource experience.
- b) To qualify for such sabbatical leave a teacher must hold a permanent or life teaching certificate.
- c) A teacher returning from sabbatical leave shall be restored to his/her teaching position or to a position of like nature, seniority, status and pay subject to the provisions of Article XII, Para. G. Provided there are enough people who qualify for sabbatical leaves and apply for such leaves, the Board may grant two (2) such leaves per year amongst the teachers so applying.
- d) Requests for sabbatical leave must be submitted in writing to the Board of Education on or before March 31 preceding the school year in which the leave will be taken provided, however, that the said Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.

- e) The teacher will be continued as a participant in the group MESSA Insurance policy at the teacher's expense and to the extent permitted by the policy. To insure continued participation in the group policy, the teacher must remit monthly premiums in advance to the Board whereupon the Board will act as disbursing agent to maintain the insurance in force.
- f) Any teacher granted a Sabbatical leave by the Board of Education shall notify the Superintendent, in writing, no later than April 15 of the year in which the leave was taken, stating his/her intent to return, request additional leave or terminate employment.

4. Political Leave

The Board shall grant a leave of absence without pay for the purpose of campaigning for, or serving, a public, MEA or NEA office. It is further provided that a teacher returning from a political leave of absence shall be restored to his/her teaching position or a substantially equivalent position if his/her position has been eliminated subject to the provisions of Article XII, Paragraph G.

Days used by a teacher for other than legitimate purposes as defined in this Article shall result in loss of compensation at the rate of 1/183 of his/her total annual salary, excepting that the loss of pay for part-time teachers shall be pro-rated according to their contracted days and salary. In the event the loss of pay is for a portion of a day, the amount of the salary deduction shall be computed by multiplying the employee's daily salary by a fraction the numerator of which is the time lost and the denominator of which is the time in the employee's normal work day excluding the lunch period.

The teacher must be notified in writing as follows in regard to loss of pay:

- a. The reason for the loss of pay must be clearly stated.
- b. The amount of pay loss must be indicated.
- c. Notification of pay loss must be given teacher at least one week prior to the pay day which the pay loss will be deducted.

ARTICLE XV: BOARD AND TEACHER COMMUNICATION

To establish a cooperative spirit and a mutual understanding between the parties, periodic informal meetings shall be held as necessary with representatives of the Board and Association. The purpose of these meetings is to review the intent of this Agreement and other questions relating to the interpretation of this Agreement.

Article XVI: Professional Compensation/1994

The 1993/94 salary schedule shall be determined by computing the average percent increase of the BA base salary for all Muskegon County K-12 school districts. The average shall be computed as follows:

1. The highest percent increase and the lowest percent increase shall be average and that average percent shall count as one number in computing the final average.

2. Only those districts settled by October, 1993 shall be used. This date may be extended by mutual agreement.

3. The average shall be calculated to two (2) decimal places. If the third decimal is five (5) or higher it shall be rounded upward.

4. The following districts shall be used: Fruitport, Holton, Mona Shores, Montague, Muskegon City, Muskegon Hgts., North Muskegon, Oakridge, Orchard View, Ravenna, and Reeths-Puffer.

ARTICLE XVI: PROFESSIONAL COMPENSATION

A. Salary 1990-91

1. Schedule A: Professional Compensation-1990-1991

Step	BA-BS	BA+20	MA	MA+30 Ed. Spec.
1	21846	22502	23157	23812
1 1/2	22442	23126	23831	24516
2	23038	23750	24504	25219
2 1/2	23634	24373	25178	25923
3	24230	24997	25852	26626
3 1/2	24825	25621	26525	27330
4	25421	26245	27199	28033
4 1/2	26017	26869	27873	28737
5	26613	27493	28547	29440
5 1/2	27209	28117	29220	30144
6	27804	28741	29893	30847
6 1/2	28400	29365	30567	31551
7	28996	29989	31241	32254
7 1/2	29592	30613	31914	32958
8	30188	31236	32588	33661
8 1/2	30783	31860	33262	34365
9	31379	32484	33935	35068
9 1/2	31975	33108	34609	35772
10	32571	33732	35283	36475
10 1/2	33167	34356	35956	37179
11	33763	34980	36630	37882
11 1/2	34358	35604	37304	38586
12	34954	36228	37977	39289

BA-BS	1.60 index
BA+20	1.61 index 3% above BA base
MA	1.64 index 6% above BA base
MA+30 and Ed. Specialist	1.65 index 9% above BA base

2. LONGEVITY

Years of Completed Service Whitehall District Schools	Percent of Base
12-14	0.020
15-17	0.025
18-20	0.030
21-23	0.035
24-26	0.040
27-29	0.045
30-32	0.050
33-35	0.055
36+	0.060

Longevity accrues from the first year of experience in the District.

ARTICLE XVI: PROFESSIONAL COMPENSATION

A. Salary 1991-92

1. Schedule A: Professional Compensation-1991-1992

Step	BA-BS	BA+20	MA	MA+30 Ed. Spec.
1	23048	23739	24430	25122
1 1/2	23687	24408	25152	25875
2	24326	25077	25874	26629
2 1/2	24965	25746	26596	27383
3	25604	26415	27318	28137
3 1/2	26243	27084	28039	28891
4	26882	27753	28761	29644
4 1/2	27521	28422	29483	30398
5	28160	29091	30205	31152
5 1/2	28799	29760	30927	31905
6	29438	30429	31648	32659
6 1/2	30077	31098	32370	33413
7	30716	31767	33092	34166
7 1/2	31355	32436	33814	34920
8	31994	33105	34536	35674
8 1/2	32633	33774	35257	36427
9	33272	34443	35979	37181
9 1/2	33912	35112	36701	37935
10	34551	35781	37423	38688
10 1/2	35190	36450	38145	39442
11	35829	37119	38866	40196
11 1/2	36468	37788	39588	40949
12	37107	38457	40310	41703

BA-BS	1.61 index
BA+20	1.62 index 3% above BA base
MA	1.65 index 6% above BA base
MA+30 and Ed. Specialist	1.66 index 9% above BA base

2. LONGEVITY

Years of Completed Service Whitehall District Schools					Percent of Base
12-14	37568	38932	40799	42205	0.020
15-17	37683	39050	40921	42331	0.025
18-20	37799	39169	41043	42457	0.030
21-23	37914	39288	41165	42582	0.035
24-26	38029	39407	41287	42708	0.040
27-29	38144	39525	41409	42833	0.045
30-32	38259	39644	41532	42959	0.050
33-35	38375	39763	41654	43085	0.055
36+	38490	39881	41776	43210	0.060

Longevity accrues from the first year of experience in the District.

ARTICLE XVI: PROFESSIONAL COMPENSATION

A. Salary 1992-93

1. Schedule A: Professional Compensation-1992-1993

Step	BA-BS	BA+20	MA	MA+30 Ed. Spec.
1	24431	25164	25897	26630
1 1/2	25108	25873	26662	27429
2	25786	26582	27427	28227
2 1/2	26463	27291	28192	29026
3	27141	28000	28957	29825
3 1/2	27818	28710	29722	30624
4	28495	29419	30488	31423
4 1/2	29173	30128	31253	32222
5	29850	30837	32018	33021
5 1/2	30528	31546	32783	33820
6	31205	32255	33548	34618
6 1/2	31882	32964	34313	35417
7	32560	33673	35078	36216
7 1/2	33237	34383	35844	37015
8	33915	35092	36609	37814
8 1/2	34592	35801	37374	38613
9	35269	36510	38139	39412
9 1/2	35947	37219	38904	40211
10	36624	37928	39669	41009
10 1/2	37302	38638	40434	41808
11	37979	39347	41200	42607
11 1/2	38656	40056	41965	43406
12	39334	40765	42730	44205

BA-BS	1.61 index
BA+20	1.62 index 3% above BA base
MA	1.65 index 6% above BA base
MA+30 and Ed. Specialist	1.66 index 9% above BA base

2. LONGEVITY

Years of Completed Service Whitehall District Schools					Percent of Base
12-14	39823	41269	43248	44738	0.020
15-17	39945	41394	43377	44871	0.025
18-20	40067	41520	43507	45004	0.030
21-23	40189	41646	43636	45137	0.035
24-26	40311	41772	43766	45270	0.040
27-29	40433	41898	43895	45403	0.045
30-32	40555	42024	44025	45537	0.050
33-35	40678	42149	44154	45670	0.055
36+	40800	42275	44284	45803	0.060

Longevity accrues from the first year of experience in the District.

ARTICLE XVI: PROFESSIONAL COMPENSATION

A. Salary 1993-94

1. Schedule A: Professional Compensation-1993-1994

Step	BA-BS	BA+20	MA	MA+30 Ed. Spec.
1	24431	25164	25897	26630
1 1/2	25108	25873	26662	27429
2	25786	26582	27427	28227
2 1/2	26463	27291	28192	29026
3	27141	28000	28957	29825
3 1/2	27818	28710	29722	30624
4	28495	29419	30488	31423
4 1/2	29173	30128	31253	32222
5	29850	30837	32018	33021
5 1/2	30528	31546	32783	33820
6	31205	32255	33548	34618
6 1/2	31882	32964	34313	35417
7	32560	33673	35078	36216
7 1/2	33237	34383	35844	37015
8	33915	35092	36609	37814
8 1/2	34592	35801	37374	38613
9	35269	36510	38139	39412
9 1/2	35947	37219	38904	40211
10	36624	37928	39669	41009
10 1/2	37302	38638	40434	41808
11	37979	39347	41200	42607
11 1/2	38656	40056	41965	43406
12	39334	40765	42730	44205

BA-BS	1.61 index
BA+20	1.62 index 3% above BA base
MA	1.65 index 6% above BA base
MA+30 and Ed. Specialist	1.66 index 9% above BA base

2. LONGEVITY

Years of Completed Service Whitehall District Schools					Percent of Base
12-14	39823	41269	43248	44738	0.020
15-17	39945	41394	43377	44871	0.025
18-20	40067	41520	43507	45004	0.030
21-23	40189	41646	43636	45137	0.035
24-26	40311	41772	43766	45270	0.040
27-29	40433	41898	43895	45403	0.045
30-32	40555	42024	44025	45537	0.050
33-35	40678	42149	44154	45670	0.055
36+	40800	42275	44284	45803	0.060

Longevity accrues from the first year of experience in the District.

3. Schedule B: Extra Duty Compensation

All extra duty compensation will be paid on an extra duty contract and shall not be deemed as part of the teachers' professional salary compensation. Said compensation is paid for services which are beyond the normal school day. All Schedule B positions are non-tenure positions.

- a. Compensation on this Schedule is based on the number of years experience in the activity and the percentage is based on the first through fifth step of the BA schedule (Schedule A).
- b. In the event an assistant coach is moved up to a head coaching position, he shall receive credit for one-half (1/2) his experience on the Extra Duty Compensation Schedule B.
- c. All extra duty people shall receive unlimited credit for previous experienced in or out of the District. Maximum placement shall be on the fifth step of the BA Schedule.

The following activities and percentages shall be considered as part of the extra duty compensation schedule:

<u>Position</u>	<u>Percent of Step (BA)</u>
FOOTBALL	
Head Varsity Football Coach	12
Assistant Varsity Football Coach (2)	9
Head Junior Varsity Football Coach	10
Assistant Junior Varsity Football Coach	7
Head Freshman Football Coach	8
Assistant Freshman Football Coach	6
Head Middle School Football Coach	6
Assistant Middle School Football Coach	5

<u>Position</u>	<u>Percent of Step (BA)</u>
BASKETBALL	
Head Varsity Basketball Coach	12
Head Junior Varsity Basketball Coach	10
Freshman Basketball Coach	7
Middle School Basketball Coach	5.5
Girls' Varsity Basketball Coach	11
Middle School Girls' Basketball Coach	5
Girls' Junior Varsity Basketball Coach	7
WRESTLING	
Head Varsity Wrestling Coach	10
Middle School Wrestling Coach	5
BASEBALL/SOFTBALL	
Varsity Baseball Coach	9
Junior Varsity Baseball Coach	6
Varsity Softball	9
JV Softball	5
Middle School Baseball	4
TRACK	
Head Varsity Track Coach	9
Assistant Varsity Track Coach	5
Girls' Varsity Track Coach	9
Assistant Girls' Varsity Track Coach	5
Middle School Track Coach	5
Middle School Girls' Track Coach	5
Golf Coach	9
Boy's High School Tennis Coach	9
Girls' High School Tennis Coach	9
Cross Country Coach	9
High School Gymnastics	9
Assistant High School Gymnastics Coach	4
Middle School Gymnastics Coach	2
Junior Varsity Volleyball	4
Middle School Volleyball	4
Varsity Volleyball	9
Middle School Cheerleading	5
High School Cheerleading (2)	8
School Paper	3
School Annual	7
High School Student Council (2)	5
Middle School Student Council (2)	2
Debate and Forensics	3

<u>Position</u>	<u>Percent of Step (BA)</u>
School Plays	(4% each play) 8
Senior Class Advisor (2)	4
Junior Class Advisor (2)	4
Sophomore Class Advisor (2)	2
Freshman Class Advisor (2)	2
National Honor Society	5
High School Band	10
Middle School Band	4
Vocal Music	9
Photo Club	2
Lunch Supervision	\$6.98

Driver Education: 1yr=\$10.76; 2yr=\$11.29; 3yr=\$11.71
 4th yr \$11.76. The rates will increase per schedule A
 BA base percentage increases for the life of this Contract.
 1991 percent increase will be .055; 1992 percent increase
 will be .06 percent; 1993 percent increase will be county avg.
 per page 16

German Club	3
Spanish Club	2
Odyssey of the Mind	9
SADD	4

The above listed positions are set forth only for the purpose of providing an amount of pay and are not intended to be mandated, required, or filled.

4. Long-Term Substitutes

After ten consecutive days of substituting in the same teaching position, a substitute teacher's daily wage rate commencing on the eleventh day and continuing until the conclusion of the substitute assignment will be determined by reference Schedule A, degree and experience. Substitutes will not be included in the bargaining unit as provided in Article I, Recognition.

5. Military credit for those presently employed and receiving same shall be continued.
6. An incoming experienced teacher may be placed at any step no higher than step nine (9) which is mutually agreeable to the teacher and the Board of Education. The step placement cannot exceed the teacher's actual years of experience. The teacher shall sign a statement waiving all rights to any subsequent reconsideration or re-negotiation of that teacher's beginning step. The Board shall provide the Association with a copy of the agreement relating to the starting step and salary and a copy of the waiver.
7. Regularly employed teachers shall be compensated at the following rates per hour taught while serving as a substitute:
- | | | | |
|---------|---------|---------|---------|
| 1990/91 | 1991/92 | 1992/93 | 1993/94 |
| \$12.00 | \$13.00 | \$14.00 | \$15.00 |
- For the purposes of this section, an hour will be defined as sixty (60) minutes in length.
8. A teacher regularly employed in the middle school shall receive one-seventh (1/7) of his annual base salary for teaching a class during his preparation-conference period. Employment in the above-mentioned area shall be rendered only by mutual agreement between both parties.

9. a) The Association recognizes the value in advanced training available in education. Therefore, it is to the teachers' and students' benefit that all teachers be encouraged, both by the Association and Board, to attend subject and related area conferences.
9. b) The Association also recognizes that courses taken beyond the standard degree also are beneficial to the profession. It recognizes that experience is an invaluable tool; and, therefore, recognizes its importance. Therefore, the Association encourages its members to complete a minimum of one course in a teacher's major area, minor area, or related field every two years.
9. c) The qualifications for compensation under the Schedule BA+20, MA+30 and Ed. Spec., shall be: 1) graduate hours in a planned course of study beyond the bachelor's degree and provisional certificate, 2) graduate hours approved by the Superintendent, 3) undergraduate hours approved by the Superintendent, or 4) a combination of 1, 2, and 3. The request for approval of graduate and/or undergraduate hours for staff members shall be made prior to enrollment. Approval by the Superintendent of graduate and/or undergraduate hours for newly hired teachers shall be made at the time of employment. The request and subsequent

action of the Superintendent shall be in writing. Course hours referred to in this Article shall be on a semester hour equivalency.

10. All teachers must complete one full-year of experience to advance or two years of half-time experience, or two half-years of full-time experience, or equivalent experience acceptable to the Board as a prerequisite to advancement on the salary schedule.
11. A salary schedule change will be effective at the beginning of each semester of the school year following the date of completion of the requirements as shown on the official college transcript or the completion of the required equivalent years of service.
12. All teachers shall have the option of receiving their contracted salary in one of three ways:
 - 1) 26 pays over a 12 month period
 - 2) 21 pays over a 10 month period
 - 3) Salary pro-rate on 26 pays with the balance on the 21st pay check.

In emergency situations teachers who choose option (1) shall be given the opportunity to receive the balance of their pay at the last pay period of June.

13. The Association and Board believe all members of the professional staff should continue to grow professionally. To maintain such standards as they may pertain to teachers doing unsatisfactory work and to establish guidelines for the discipline and/or improvement program of such teacher, and also to provide opportunities for growth to all teachers and for a recognition of outstanding achievement of teachers, including financial honorariums, representatives of the Association and Board will cooperatively establish programs and recommendations in accordance with Article XIII, Professional Study Committee.

B. Insurance

The Board shall provide without cost to the teacher, the following MESSA-PAK for a full twelve (12) month period for the teacher and his/her entire family and his/her eligible dependents. The employer shall sign an Employer participation agreement.

The teacher not electing MESSA-PAK Plan A will select MESSA-PAK Plan B.

PLAN A: For teachers needing health insurance

Super Care I	
Delta Dental Plan (with COB)	E/007/(80/80/80);
	\$1300, Sealant Rider
Vision (with COB)	VSP-3 Plus
Negotiated Life	\$30,000, AD&D; WOP

Plan B: For teachers not needing health insurance

Delta Dental Plan (with COB)	E/007/(80/80/80); \$1300
	Sealant Rider
Vision (with COB)	VSP-3 Plus
Negotiated Life	\$30,000; AD&D; WOP

In addition, those selecting Plan B shall receive a single subscriber Super Care I premium amount toward any of the MESSA and/or MEA-FS tax free options.

Payroll deduction shall be available to any teacher wishing to subscribe to any additional MESSA or MEA-FS program.

If the teacher becomes totally disabled from any cause before reaching the age of 60, the life insurance shall be continued for the duration of the disability without payment of further premiums. Should the teacher die before the total disability ceases, the face amount of the life insurance shall be paid to the named beneficiary.

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above-mentioned insurance benefits shall continue until the end of the school year.

4. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve (12) month period commencing October 1 and ending September 30. Insurance coverage for employees not completing their contract year shall terminate at the close of the month at which their services terminated. When necessary, premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage. Teachers shall notify the business office within thirty days of any change in marital status or dependents and any cost resulting from failure to do so shall be charged to the teacher.

5. For less than full-time teachers, the insurance benefits described above shall be pro-rated in accordance with the proportion of the full-time schedule being taught by the less than full-time teacher.

C. SEVERANCE PAY

Severance pay, equal to daily substitute teacher's pay (10 days or more substituted), shall be paid to a teacher upon retirement or upon leaving the Whitehall School System for the number of cumulative sick leave days over sixty (60) and up to a maximum of thirty (30) days.

D. SALARY/RETIREMENT PAY

Any teacher in the Whitehall District Schools may choose early retirement subject to the following qualifications:

(a) Must have fifteen (15) years or more of full-time service in the Whitehall District Schools.

(b) Cannot be on Social Security, LTD, or Worker's Compensation at the time of early retirement is chosen unless this restriction is waived by the Board.

Notification for early retirement and a written resignation must be filed with the Superintendent's office prior to April 15 each year for retirement effective June 30 of that year unless the April 15 restriction is waived by the Board.

The Board shall pay the teacher an amount equal to the teacher's years of service in Whitehall District Schools (not to exceed 30 years) multiplied by the teacher's last annual salary

rate (not to include Schedule B payments) times the appropriate factor found in the table below. Such amount shall be paid on or before July 1 of the year of retirement.

In the event of a retiree's death, any balance not yet paid is to be paid to his or her surviving spouse and/or estate.

Notwithstanding the thirty (30) years maximum stated above, any teacher who as of August 31, 1990, has thirty (30) or more years of service to Whitehall District schools shall be limited to a maximum of no more than thirty-five (35) years for the purposes of this section.

Factor Rates:

1990/91	1991/92	1992/93	1993/94
0.003	0.0035	0.004	0.0045

ARTICLE XVII: TEACHER EVALUATION

- A. The performance of all probationary teachers shall be evaluated in writing at least once each semester according to standards of expectation as adopted by the Board of Education after mutual development by the teachers and the administration. When the teacher's work has been unsatisfactory, the Board shall provide each probationary teacher with a final written evaluation at least 90 calendar days before the close of the school year.
- B. The performance of all tenure teachers shall be evaluated every other year beginning with the first tenure year according to standards of expectation as adopted by the Board of Education after mutual development by the teachers and the administration. The administration will establish a pattern for evaluating approximately one-half of each building's tenure teachers per year. An unsatisfactory evaluation necessitates another evaluation the following year. Off-year evaluations are optional and may be initiated by either the teacher or administrator.
- C. The teacher may submit a self-evaluation on the Standard Evaluation Form to his/her administrator prior to the administrator's evaluation of the teacher. The self-evaluation will serve as input to the administrator.

- D. The evaluation must be reduced to writing on the Standard Evaluation Form (Appendix C). A copy of the evaluation shall be submitted to the teacher as soon as possible but within fifteen (15) days of the time the evaluation is reduced to writing and no later than 15 days before school closes. An evaluation conference may be initiated by either the teacher or the administrator on an optional basis. A teacher who wishes to respond to the evaluation may do so by submitting his comments to the evaluator in writing as soon as possible but within fifteen (15) days of the receipt. Such response shall be attached to the evaluation form in the personnel file.
- E. All formal classroom monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. Evaluations shall be conducted and written by the teacher's immediate principal, assistant principal, or immediate supervisor.
- F. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of the assistance to be given by the administration. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

ARTICLE XVIII: SCHOOL CALENDAR

A. DAYS NOT IN SESSION

Days missed because of severe or inclement weather or when otherwise created by an act of God, epidemics, or other such situations beyond the control of the Board of Education, shall be made up by the teachers to the extent necessary to insure the state support level to Whitehall District Schools.

Scheduled days of students' instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fire, epidemics, mechanical breakdown, or health conditions as defined by the city, county, or state health authorities, may be rescheduled at the discretion of the Board of Education at the end of the students' school year or otherwise as mutually agreed upon to insure that there are the minimum number of state required days of actual student instruction. Teachers will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation.

B. SCHOOL CALENDAR - 1990/91

August 30	Orientation, full day for teachers with 1/2 day for classroom preparation. No students.
August 31/September 3	Labor Day Weekend--No School
September 4	School begins-1/2 day a.m. students* Full day for teachers

PARENT-TEACHER CONFERENCES K-4

November 7 (Wednesday)	1/2 day a.m. Aftnoon/Evening Conf.
November 8 (Thursday)	1/2 day a.m. Evening Conf.
November 9 (Friday)	1/2 day a.m. Students and Teachers

PARENT-TEACHER CONFERENCES 5-8

November 7 (Wednesday)	1/2 day a.m. Evening Conf.
November 8 (Thursday)	1/2 day a.m. Aftnoon/Evening Conf.
November 9 (Friday)	1/2 day a.m. Students and Teachers

PARENT-TEACHER CONFERENCES 9-12

November 8 (Thursday)	Evening Conferences
November 9 (Friday)	1/2 day a.m. Students & Teachers

November 22/23	Thanksgiving Recess
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December 21	1/2 day a.m. P. M. No school
December 24-Jan. 1	Christmas Recess
January 2	School Resumes

January 18	K-12 No students 1/2 day Records
	1/2 day School Improvement

February 15	1/2 day a.m. Mid-Winter Break
February 18	No School Mid-Winter Break

PARENT-TEACHER CONFERENCES K-4

March 26 (Tuesday)	1/2 day a.m. Evening Conf.
March 27 (Wednesday)	1/2 day a.m. Evening Conferences
March 28 (Thursday)	1/2 day a.m. Afternoon Conferences

PARENT-TEACHER CONFERENCES 5-8

March 26 (Tuesday)	1/2 day a.m. Evening Conf.
March 27 (Wednesday)	1/2 day a.m. Afternoon Conferences
March 28 (Thursday)	1/2 day a.m. Evening Conferences

March 29	Good Friday 1/2 day a.m.
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April 1 through 5	Spring Recess
April 8	School Resumes

May 27	Memorial Day - No school
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June 7	1/2 day a.m. Students; p.m Records
June 10	No students Records Day K-12

Student Instruction Days - 182 Teacher Work Days - 183 1/2 per
Includes one released day Schedule A
for school improvement

*The normal class schedule shall be condensed into the 1/2 day session.

Records days are to be used for the completion of report cards and required reports. CA-60s are to be completed by clerical staff in all buildings.

C. SCHOOL CALENDAR - 1991/92

August 29 Orientation, full day for teachers with 1/2 day for classroom preparation. No students.

August 30/September 2 Labor Day Weekend--No School

September 3 School begins-1/2 day a.m. students*
Full day for teachers

PARENT-TEACHER CONFERENCES K-4

November 6 (Wednesday) 1/2 day a.m. Aftnoon/Evening Conf.
November 7 (Thursday) 1/2 day a.m. Evening Conf.
November 8 (Friday) 1/2 day a.m. Students and Teachers

PARENT-TEACHER CONFERENCES 5-8

November 6 (Wednesday) 1/2 day a.m. Evening Conf.
November 7 (Thursday) 1/2 day a.m. Aftnoon/Evening Conf.
November 8 (Friday) 1/2 day a.m. Students and Teachers

PARENT-TEACHER CONFERENCES 9-12

November 7 (Thursday) Evening Conferences
November 8 (Friday) 1/2 day a.m. Students & Teachers

November 28/29 Thanksgiving Recess

December 20 1/2 day a.m. P. M. No school
December 23-Jan. 1 Christmas Recess
January 2 School Resumes

January 17 K-12 No students 1/2 day Records
1/2 day School Improvement

February 14 1/2 day a.m. Mid-Winter Break
February 17 No School Mid-Winter Break

PARENT-TEACHER CONFERENCES K-4

March 27 (Wednesday)	1/2 day a.m. Aftnoon/Evening Conf.
March 28 (Thursday)	1/2 day a.m. Evening Conferences
March 29 (Friday)	1/2 day a.m. Teachers/Students

PARENT-TEACHER CONFERENCES 5-8

April 1 (Wednesday)	1/2 day a.m. Evening Conf.
April 2 (Thursday)	1/2 day a.m. Afternoon Conferences
April 3 (Friday)	1/2 day a.m. Teachers/Students

April 6 through 10	Spring Recess
April 13	School Resumes

April 17	Good Friday 1/2 day a.m.
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May 25	Memorial Day - No school
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June 8	1/2 day a.m. Students; p.m Records
June 9	No students Records Day K-12

Student Instruction Days - 182	Teacher Work Days - 184 per
Includes one released day	Schedule A
for school improvement	

*The normal class schedule shall be condensed into the 1/2 day session.

Records days are to be used for the completion of report cards and required reports. CA-60s are to be completed by clerical staff in all buildings.

D. SCHOOL CALENDAR - 1992/93

August 31	Orientation, full day for teachers with 1/2 day for classroom preparation. No students.
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September 1	School begins-1/2 day a.m. students* Full day for teachers
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September 7	Labor Day--No School
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PARENT-TEACHER CONFERENCES K-4

November 11 (Wednesday)	1/2 day a.m. Aftnoon/Evening Conf.
November 12 (Thursday)	1/2 day a.m. Evening Conf.
November 13 (Friday)	1/2 day a.m. Students and Teachers

PARENT-TEACHER CONFERENCES 5-8

November 11 (Wednesday)	1/2 day a.m. Evening Conf.
November 12 (Thursday)	1/2 day a.m. Aftnoon/Evening Conf.
November 13 (Friday)	1/2 day a.m. Students and Teachers

PARENT-TEACHER CONFERENCES 9-12

November 12 (Thursday)	Evening Conferences
November 13 (Friday)	1/2 day a.m. Students & Teachers

November 26/27	Thanksgiving Recess
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December 21-Jan. 1	Christmas Recess
January 4	School Resumes

January 22	K-12 No students 1/2 day Records
	1/2 day School Improvement

February 12	1/2 day a.m. Mid-Winter Break
February 15	No School Mid-Winter Break

PARENT-TEACHER CONFERENCES K-4

March 31 (Wednesday)	1/2 day a.m. Aftnoon/Evening Conf.
April 1 (Thursday)	1/2 day a.m. Evening Conferences
April 2 (Friday)	1/2 day a.m. Teachers/Students

PARENT-TEACHER CONFERENCES 5-8

March 31 (Wednesday)	1/2 day a.m. Evening Conf.
April 1 (Thursday)	1/2 day a.m. Afternoon Conferences
April 2 (Friday)	1/2 day a.m. Teachers/Students

April 5 through 9	Spring Recess
April 12	School Resumes

May 31	Memorial Day - No school
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June 10	1/2 day a.m. Students; p.m Records
June 11	No students Records Day K-12

Student Instruction Days - 182	Teacher Work Days - 184 1/2 per
Includes one released day	Schedule A
for school improvement	

*The normal class schedule shall be condensed into the 1/2 day session.

Records days are to be used for the completion of report cards and required reports. CA-60s are to be completed by clerical staff in all buildings.

E. SCHOOL CALENDAR - 1993/94

August 30	1/2 day a.m. School Improvement
August 31	Orientation, full day for teachers with 1/2 day for classroom preparation. No students.
September 1	School begins-1/2 day a.m. students* Full day for teachers
September 6	Labor Day--No School
PARENT-TEACHER CONFERENCES K-4	
November 3 (Wednesday)	1/2 day a.m. Aftnoon/Evening Conf.
November 4 (Thursday)	1/2 day a.m. Evening Conf.
November 5 (Friday)	1/2 day a.m. Students and Teachers
PARENT-TEACHER CONFERENCES 5-8	
November 3 (Wednesday)	1/2 day a.m. Evening Conf.
November 4 (Thursday)	1/2 day a.m. Aftnoon/Evening Conf.
November 5 (Friday)	1/2 day a.m. Students and Teachers
PARENT-TEACHER CONFERENCES 9-12	
November 4 (Thursday)	Evening Conferences
November 5 (Friday)	1/2 day a.m. Students & Teachers
November 25/26	Thanksgiving Recess
December 22-Jan. 1	Christmas Recess
January 3	School Resumes
January 21	K-12 No students 1/2 day Records 1/2 day School Improvement
February 18	1/2 day a.m. Mid-Winter Break
February 21	No School Mid-Winter Break
PARENT-TEACHER CONFERENCES K-4	
March 29 (Tuesday)	1/2 day a.m. Aftnoon/Evening Conf.
March 30 (Wednesday)	1/2 day a.m. Evening Conferences
March 31 (Thursday)	1/2 day a.m. Afternoon Conf.

PARENT-TEACHER CONFERENCES 5-8

March 29 (Tuesday)	1/2 day a.m. Evening Conf.
March 30 (Wednesday)	1/2 day a.m. Afternoon Conferences
March 31 (Thursday)	1/2 day a.m. Evening Conf.
April 1	1/2 day a.m Good Friday
April 4 through 8	Spring Recess
April 11	School Resumes
May 30	Memorial Day - No school
June 7	1/2 day a.m. Students; p.m Records
June 8	No students Records Day K-12

Student Instruction Days - 182 Teacher Work Days - 184 1/2 per
Includes one released day Schedule A
for school improvement

*The normal class schedule shall be condensed into the 1/2 day session.

Records days are to be used for the completion of report cards and required reports. CA-60s are to be completed by clerical staff in all buildings.

ARTICLE XIX: DURATION OF AGREEMENT

This Agreement and all its provisions shall be effective upon the opening of the 1990-91 school year. Notwithstanding the foregoing; however, this Agreement shall not become effective unless and until it is:

Ratified by a majority of the members of the Association voting for such purposes and,

Approved by the Board of Education of the Whitehall District Schools by resolution duly adopted.

This Agreement shall continue in full force and effect to and including August 31, 1994.

APPENDIX A
PERSONAL LEAVE FORM

Date of Request: _____

I, _____, a teacher at _____

School, hereby inform the building principal that I request a personal
leave day pursuant to Article XIV (D) of the Master Contract on
_____, 19__, for the following reason: (Check one)

- Undeclared Personal Leave Day (No explanation necessary--Days used in this category must be in accordance with Article XIV, A-4-b.)
- Medical
- Legal
- Religious
- College Graduation
- Honors Convocation
- Other (If this item is checked, please state reason.)

Approval of Principal

Date

Signature of Teacher

APPENDIX B

GRIEVANCE REPORT FORM

Grievance # _____ Whitehall District Schools

Building Assignment Name of Grievant(s) Date Filed

A. Date of alleged violation _____

B. Master Agreement Article, Section, and Subsection violated _____

C. Synopsis of facts pertaining to alleged violation and nature of alleged violation _____

D. Remedy requested _____

Signature of Grievant(s) _____ Date _____

Level 1:

Date of discussion with the principal _____

Signature of Principal _____

Signature of Grievant(s) _____

Level 2:

11-2

A. Date Grievance Report Form received by Principal _____

B. Disposition of Principal _____

Signature of Principal _____ Date _____

Level 3:

Date Received by Superintendent _____

A. Date Superintendent met with Grievant and Concerned Parties

B. Disposition of Superintendent _____

C. Signature of Superintendent _____ Date _____

Level 4:

A. Date Grievance received by Board of Education Secretary _____

B. Disposition by Board of Education _____

Signature of Board Representative _____ Date _____

Level 5:

A. Date of Arbitration Request to Board _____

B. Decision of the Board following last effort attempt meeting

Signature of Board Representative _____ Date _____

C. Date Binding Arbitration demanded _____

D. Position of Board of Education regarding Binding Arbitration of
Grievance_____

E. Disposition and Award of Arbitrator_____

Signature of Arbitrator_____ Date_____

APPENDIX C
STANDARD EVALUATION FORM

_____Teacher_____Date of Evaluation

Outstanding and unsatisfactory ratings must be substantiated under comments.

I. TEACHING PERFORMANCE

A. Atmosphere for Learning:

The teacher maintains a functional environment by using available learning materials creatively and maintaining attractive information displays. The teacher encourages respect for property and room appearance.

Comments:

- Outstanding _____
- Strong _____
- Satisfactory _____
- Fair _____
- Unsatisfactory _____
- Not Judged _____

B. Deals with Individual Needs of Students:

The teacher is alert to special needs in pupils and adjusts teaching procedures to limitations and talents of individual pupils. He/she readily refers pupils to appropriate staff or agencies as indicated.

Comments

- Outstanding _____
- Strong _____
- Satisfactory _____
- Fair _____
- Unsatisfactory _____
- Not judged _____

C. Demeanor:

Teacher is even-tempered in response to pupils, avoids sarcasm and nagging; remains reasonably poised in emergency situations; handles unanticipated problems calmly and objectively, remains reasonably calm and collected in the face of frustrating or persistently difficult situations.

Comments:

Outstanding	_____
Strong	_____
Satisfactory	_____
Fair	_____
Unsatisfactory	_____
Not judged	_____

D. Lesson Planning:

The teacher carefully selects and organizes the content with definite objectives. He/she adapts motivational materials and methods to the needs of the class. The teacher makes good use of resources available in school and community. His/her planning is written, explicit and adequate for use by a substitute teacher.

Comments:

Outstanding	_____
Strong	_____
Satisfactory	_____
Fair	_____
Unsatisfactory	_____
Not judged	_____

E. Class Management and Organization:

The teacher is firm but friendly, is consistent in policy, is self-sufficient and self-confident in management of pupils. The teacher handles his/her own discipline problems but refers pupils to an appropriate professional staff member when necessary.

Comments:

Outstanding	_____
Strong	_____
Satisfactory	_____
Fair	_____
Unsatisfactory	_____
Not judged	_____

F. Professional Growth:

The teacher displays a willingness to grow professionally. He/she accepts constructive criticism.

Comments:

Outstanding	_____
Strong	_____
Satisfactory	_____
Fair	_____
Unsatisfactory	_____
Not judged	_____

G. Student Self-Concept:

The teacher recognizes the importance of developing and maintaining a positive student self-image.

Comments:

Outstanding	_____
Strong	_____
Satisfactory	_____
Fair	_____
Unsatisfactory	_____
Not judged	_____

H. Relationship with Children:

There is definite evidence of mutual respect, cooperation, courtesy, and a willingness to work. A feeling of warmth, genuineness and friendliness prevails.

The teacher is interested in and understands pupils. He/she is kind and considerate of pupils' feelings. He/she respect and relates to students as individuals.

Comments:

Outstanding	_____
Strong	_____
Satisfactory	_____
Fair	_____
Unsatisfactory	_____
Not judged	_____

I. Teaching Technique:

The teacher draws upon student interest as a motivating force using a variety of devices and techniques. He/she encourages all pupils to participate and gives pupils opportunity to express themselves. He/she encourages critical and reflective thinking. He/she praises pupils' efforts and avoids embarrassing or threatening either the class or individuals. Assignments are definite, clear, interest arousing and related to pupil abilities.

Comments:

Outstanding _____

Strong _____

Satisfactory _____

Fair _____

Unsatisfactory _____

Not judged _____

II. STAFF RELATIONSHIPS

The teacher works cooperatively with the staff. He/she is friendly and courteous and shows willingness to help teachers new to the school. He/she recognizes and appreciates the good work of his associates. He/she does not let personal feelings interfere with professional judgement.

Comments:

Outstanding _____

Strong _____

Satisfactory _____

Fair _____

Unsatisfactory _____

Not Judged _____

III. COMMUNITY RELATIONSHIPS

A. Relations with Parents:

The teacher accepts the responsibility for keeping parents informed in matters relating to their child.

He/she encourages the interest of parents in their children's welfare. When they visit school, he/she treats them courteously, helps them to understand the school program, and invites their cooperation. He/she confers with parents in a frank professional manner, stressing accomplishments as well as failures.

Comments:

Outstanding	_____
Strong	_____
Satisfactory	_____
Fair	_____
Unsatisfactory	_____
Not judged	_____

B. Relations with Community:

Recognizing that schools belong to the community, this teacher does what he/she can to build community understanding and good will.

Comments:

Outstanding	_____
Strong	_____
Satisfactory	_____
Fair	_____
Unsatisfactory	_____
Not judged	_____

IV. PROFESSIONALISM

The teacher has a sincere and enthusiastic interest in teaching. He/she believes in worthwhileness of his/her work. He/she adheres to the Code of Ethics of the NEA.

Comments:

Outstanding	_____
Strong	_____
Satisfactory	_____
Fair	_____
Unsatisfactory	_____
Not judged	_____

V. FOLLOWS WRITTEN SCHOOL POLICY, RULES AND REGULATIONS

The teacher complies with policies, rules, and regulations that have been given to the teacher in writing.

Comments:

Outstanding	_____
Strong	_____
Satisfactory	_____
Unsatisfactory	_____
Not judged	_____

VI. EXEMPLARY CONTRIBUTIONS

The teacher contributes time and/or talents in an exemplary manner.

Comments:

SUMMARY:

On the basis of this evaluation, this teacher's performance for the purpose of the Tenure Act, arbitration hearings, etc. is considered:

(Check as appropriate)

_____ Satisfactory

_____ Recommended for Tenure (if indicated)

_____ Unsatisfactory

_____ Other _____

(Signed: Principal or designated administrator)

(Date)

_____ I agree with this evaluation.

_____ I do not agree with this evaluation.

_____ I have written a statement to be attached to this evaluation.

(Signed: Teacher)

(Date)

Appendix D

Seniority List As of August 31, 1990

First Name	Last Name	Certification	Last Date Of Hire	Year Equivalent 8/31/90	Year Equivalent 8/31/91	Year Equivalent 8/31/92	Year Equivalent 8/31/93	Year Equivalent 8/31/94
John	Richardson	Sec. Permanent	9/50	40				
Gerald	Jacobson	Sec. Permanent	9/54	36				
Ronald	Bekius	Elem. Permanent	9/59	31				
James	Heeres	Sec. Permanent	9/62	28				
Gay	Adams	Sec. Permanent	9/64	26				
Lois	Knowlton	Elem. Permanent	9/64	26				
Harold	Wheaton	Elem. Permanent	9/64	26				
Barbara	Wheaton	Elem. Permanent	9/65	25				
Sandra	Huttenga	Elem. Permanent	9/66	24				
Joseph	Secord	Sec. Permanent	9/66	24				
Ruth	Duncan	Sec. Permanent	9/66	23.8				
Kenneth	Jahn	Sec. Permanent	9/67	23				
John	Huizenga	Sec. Permanent	9/67	22.01				
Richard	Amstutz	Sec. Permanent	9/68	22				
Norman	Ullman	Sec. Permanent	9/68	22				
Bruce	Baxter	Sec. Permanent	2/3/69	21.4				
Sandra	Gleason	Elem. Permanent	9/67	21.18				
Carol	Biedermann	Sec. Permanent	9/69	21				
Leann	Merrifield	Sec. Permanent	9/69	21				
Dave	Moon	Elem. Permanent	9/69	21				
June	Ullman	Elem. Permanent	9/69	21				
Donna	Will	Elem. Permanent	9/69	21				
Jean	Moon	Elem. Permanent	1/26/70	20.5				
Linda	Decker	Sec. Permanent	9/69	20				
Neil	Merrifield	Elem. Permanent	9/70	20				
Richard	Morley	Sec. Permanent	9/70	20				
John	Varso	Sec. Cont. (30)	9/70	20				
Susan	Woods	Elem. Permanent	9/70	20				
Michael	Akhurst	Sec. Cont. (18)	9/71	19				
Christine	Claus	Elem. Cont. (30)	9/71	19				
Dean	Langdon	Sec. Cont. (18)	9/71	19				
Steven	Markel	Sec. Permanent	9/70	19				
James	Neuman	Sec. Cont. (18)	9/71	19				
Phyllis	Sikkenga	Elem. Permanent	9/65	19				
Dale	Viles	Cert. Not Required	8/30/71	19				
Jean	Schilleman	Elem. Cont. (18)	11/1/71	18.8				
Frank	Merle	El./Sec. Cont.	1/72	18.5				
Gregory	Boughton	Sec. Permanent	9/72	18				
Melanie	Schroder	Elem. Cont. (18)	9/72	18				
William	Kneer	Sec. Permanent	9/72	18				
Marti	Oosdyke	Elem. Cont. (18)	9/72	18				
Jean	Amstutz	Elem. Cont. (30)	9/72	17.5				
Jacqueline	Nelson	Elem. Permanent	9/68	17.5				
Lucille	Viles	Elem. Permanent	9/72	17.43				
Verna	Riley	Sec. Cont. (18)	5/1/73	17.1				
Robert	Cameron	Sec. Permanent	8/27/73	17				
Patricia	Gerhardt	Elem. Cont. (18)	9/72	17				
Linda	Doyle	Elem. Cont. (30)	9/74	16				
William	Tolan	Sec. Permanent	9/74	16				
Thomas	Fretty	Elem. Cont. (30)	1/30/75	15.5				

First Name	Last Name	Certification	Last Date Of Hire	Year	Year	Year	Year	Year
				Equivalent	Equivalent	Equivalent	Equivalent	Equivalent
				8/31/90	8/31/91	8/31/92	8/31/93	8/31/94
Mary Pat	Peasley	Elem Cont. (18)	2/11/76	14.1				
Robb	Zoellmer	Elem. Cont. (30)	8/25/76	14				
Linda	Wellise	Sec. Cont. (18)	2/11/76	13.7				
David	Black	Elem. Cont. (18)	9/77	13				
Michael	Hill	Sec. Permanent	9/77	13				
Duane	Lamiman	Sec. Permanent	8/27/75	13				
Sue	Petersen	Elem. Cont. (18)	9/77	13				
Mary	Mieras	Sec. Cont. (18)	9/74	12.51				
Patty	Gould	Elem. Cont. (18)	9/77	12.5				
Joyce	Wiley	Sec. Permanent	8/27/75	12.42				
Barbara	Lindrup	Elem. Permanent	2/6/78	12.14				
Eloise	Baxter	Elem. Permanent	1/379	11.14				
Janet	Naymick	Elem. Cont. (18)	9/17/75	10.7				
Jill	Kubicek	Elem. Cont. (18)	10/9/79	9.94				
Janice	Terrien	Elem. Cont. (18)	9/79	9.05				
Sharon	Oster	Sec. Cont. (18)	8/29/79	8.49				
Patricia	Fanberg	Sec. Cont. (18)	2/7/78	8.1				
Carol	Kolbe	Elem. Cont. (18)	6/9/82	8				
Cheryl	Diephouse	Elem./Sec. Cont.(18)	8/29/83	7				
Sandra	Hopkins	Elem. Cont. (18)	8/29/83	6.18				
Peter	Bennett	Cert. Not Required	8/27/84	6				
Virginia	Dickinson	Sec. Permanent	9/17/84	5.94				
Cynthia	Adams	Elem. Cont. (18)	8/26/85	5				
Marcia	Zielinski	Sec. Permanent	8/27/84	4.22				
Heather	Brew	Elem. Provisional	7/31/86	4				
Ted	Edsall	Elem. Provisional	7/22/86	4				
Terry	Edsall	Elem. Provisional	7/22/86	4				
Amy	Johnson	El./Sec. Cont. (30)	7/17/86	4				
Kay	Snell	Elem. Provisional	2/86	3.5				
Kay	Delong	Elem. Cont. (18)	8/10/87	3				
Cynthia	Jeffery	Elem. Cont. (18)	8/28/87	3				
Tricia	Lamiman	Sec. Cont. (30)	8/31/87	3				
Dana	McGrew	Sec. Prov.	7/16/87	3				
Patsy	Rager	Elem. Prov.	8/10/87	3				
Gregory	Russell	Sec. Prov.	6/26/87	3				
Nancy	Reschke	Elem. Prov.	9/88	2				
Cindy	Anderson	Sec. Prov.	9/89	1				
Rick	Champion	Sec. Prov.	7/24/89	1				
Shawn	Holmes	Sec. Prov.	8/18/89	1				
Marlene	Holmstrom	Elem. Prov.	9/89	1				
Virginia	Rogers	Sec. Prov.	9/89	1				
Donna	Wright	Elem. Prov. SP Ed.	9/89	1				
Mary	Dykstra	Elem. Prov.	1/90	0.5				
Kendra	Olsen	Elem. Prov.	1/90	0.5				
Laurie	Bennet	Sec. Prov.	7/20/90	0				
Dawn	Berry	Elem. Prov.	7/24/90	0				
Vince	Browand	Sec. Prov.	7/16/90	0				
Steve	Crothers	Elem. Prov.	6/25/90	0				
Vickie	Fisher	Elem. Prov.	8/30/90	0				
Judy	Grimm	Elem. Prov.	8/27/90	0				
Rhonda	Morningstar	Elem. Prov.	6/25/90	0				
Paula	O'Connell	Elem. Prov.	6/21/90	0				

LETTER OF AGREEMENT

The Whitehall District Schools and the Whitehall Education Association, MEA-NEA agree there are increasing supervisory problems because of early arrival and late departure of students.

The normal teaching hours at each building shall be adhered to. Teachers shall not be expected or required to begin classes early, because students are arriving early.

The Board shall review the school bus schedule, and attempt to make necessary adjustments so that students do not enter the classroom more than 5-10 minutes before classes are scheduled to begin.

The Board shall attempt to provide assistance with the supervision of those students given permission to remain after dismissal.

The Board and Association agree that interruptions to classroom instruction shall be held to a minimum.

Signed Joseph R. Record, Secy AX.
Date: June 19, 1990

In Witness Whereof, the parties have executed this Agreement by their duly authorized representatives on the twenty-eighth day of November, 1990.

BOARD OF EDUCATION
Whitehall District Schools
Whitehall, MI 49461

By: Helen R. Ealy
Helen R. Ealy, President
John Achterhoff
John Achterhoff, Vice-President
Ruth Grenell
Ruth Grenell, Acting Secretary

WHITEHALL EDUCATION ASSOCIATION
P. O. Box 172
Whitehall, MI 49461

By: Norman S. Ullman
Norman Ullman, WEA President
Joseph R. Secord
Joseph Secord, WEA PN
Linda Decker
Linda Decker, WEA PN
Middle School
Susan F. Woods
Susan Woods, WEA PN
Elementary School
Patti Gerhardt
Patti Gerhardt, WEA PN
Elementary School



