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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 media specialists, guidance counselors, school psychologists, speech and language pathologists, and social workers who have a minimum of a BA 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. 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.

ARTICLE II: TEACHER AND BOARD RIGHTS

A. Introduction

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 construed 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) calendar 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. This payment in lieu of a service fee shall be deposited into either the WEA Scholarship Fund or the Whitehall Education Foundation at the choice of the teacher. 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) calendar 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 NON-MEMBERS of the fee that given school year.
6. The Association will certify at least annually to the District, ten (10) days prior to the date of the first payroll deduction for professional fees, and at least ten (10) 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. 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. Rights Reserved for the Board

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. Acceptable Standard of Professional Behavior

The Board and Association agree that all teachers represented by the bargaining unit should at all times 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 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. Information Disclosures

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 Adoption

Policy that 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. North Central Accreditation Requirements

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.

H. Teacher Personnel Files

The Board and Association recognize the value of keeping probationary as well as tenured teachers apprised of all evaluative material concerning them. To this end the Board and Association agree that all probationary and tenured 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.

I. Non-Renewal of Probationary Teacher Contracts

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 through Level Four, but under no circumstances shall the grievance be subject to arbitration. A teacher shall have the right to resign prior to termination in cases other than moral turpitude.

J. Right to Appeal Reprimand

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. Right to Representation

A teacher shall be entitled to request the presence of a representative of the Association when he/she is being corrected, reprimanded, warned or disciplined for any infraction of

rules or delinquency in professional performance when such reprimand, warning or discipline may 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 Association representative, such request shall be confirmed in advance with 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. The teacher's refusal of a representative of the Association to be present under the circumstances above described shall not void the right of the teacher to future representation.

ARTICLE III: NEGOTIATIONS

A. Representatives

In any negotiations carried out 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. Powers of Representatives

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 ratification as provided in Section A.

C. Association as Sole Bargaining Body

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.

D. School Calendar Development

The board and the association agree to meet in May or earlier to begin developing the school calendar for the following year.

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 Four 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 affect a solution prior to the end of the school year or as soon thereafter as is practical.
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 Association and Board that when a complaint is not made to the building principal within the specified time limit, or when a teacher(s) or the Association does not advance a problem or grievance to the next level within the specified time line, 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. The following are grievable commencing at Level One and ending at Level Four below and are not subject to arbitration as provided in Level Five:
 - a. The termination of services or failure to re-employ any probationary teacher.
 - b. The failure to re-employ any bargaining unit member to a position on Schedule B.

B. Procedure

Level One - Prior to invoking the grievance procedure, a teacher(s) who has a grievance shall first discuss the problem with his direct supervisor 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.

Level Two - In the event the problem is not worked out satisfactorily at Level One, he/she (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.

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 five (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, 8-A/B above must be filed within five (5) days of notification not to renew the contract of a probationary teacher or a Schedule B assignment. 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.

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, 8-A/B, he (they) may refer the grievance in writing to the Secretary of the Board 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, 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, 8-A/B, 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.

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 Administrative Assistant) 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 dispute 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 to 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 stenographic 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

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.

- 1. 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 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: AGREEMENT 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 herein shall continue in full force and effect.

ARTICLE VII: SALARY DEDUCTIONS

A. Deductions for Association Membership Dues and Assessments

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 (2) 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. Other Deductions

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 Way, MEFSA, WEF, and NEA 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. Voluntary Changes

Voluntary changes in assignments may be allowed if both teachers and the administration agree. Reasons for voluntary changes may include, but not limited to, professional growth, multi-age and looping classrooms.

B. Notification of Interest for Change of Assignment

If a teacher is interested in changing his teaching assignment, he should express his interest in writing and submit to his building principal and the Superintendent by March 31st of the current school year. This notification of interest does not bind the teacher or the district to any change in assignment, nor does a lack of notification prevent a teacher from applying for any vacancy.

C. Transfers

Frequent transfers of teachers within the system shall be avoided whenever possible. Transfers will occur within the system when teaching positions are eliminated in 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 D 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. Qualifications shall be based on North Central Accreditation Standards and/or state or federal mandate unless mutually agreed upon by the Association and the Board to meet other accreditation standards. The Board shall have sole discretion to make transfers.

D. Vacancies

A vacancy shall mean a bargaining unit position that is unfilled because it was newly created by the Board 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 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. At the discretion of the administration, the hiring process for internal candidates may be shortened. 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. General Responsibilities

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. Exclusion of a Pupil from Class

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 if requested; and the principal shall take such disciplinary action as in his judgment is justified, including temporary suspension from class. The principal, if requested, 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. School Related Assault of a Teacher

Any case of school related assault upon a teacher occurring on or off school premises shall be promptly reported to the respective principal or his designated representative. The alleged assault shall be promptly investigated and after consultation with the teacher and others involved, the principal or his designated representative shall determine suitable action to be taken.

D. Use of Necessary Force for Protection

A teacher may use force as is necessary to protect himself from attack or to prevent injury to another student.

E. Student Suspensions

Suspension of a student from school may be imposed only by the Board or its designated representative.

F. Insurance Protection for Teachers

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. Filing Complaints in Personnel Files

A complaint 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. Release of Personnel Files

In the event that a teacher's personnel file is requested under the Freedom of Information Act, the school district shall notify the teacher of said request and shall wait five (5) days before releasing the file.

I. Compensation

Time lost by a teacher in connection with any incident mentioned in this Article and not subject to Michigan's Worker's Compensation Law 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 to augmentation by transfer from sick leave bank) have elapsed, whichever is the lesser.

J. Disciplinary Action and Just Cause

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. Regular Work Day

The regular work day shall commence at the teaching station, as determined by the principal, for the equivalent of fifteen (15) minutes before the beginning of a pupil's regular day K-12 and fifteen (15) minutes after the end of a pupil's regular day K-12.

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 attempt to ensure 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.

B. Secondary Teacher Conference-Preparation Time

Each secondary teacher shall have the equivalent of one (1) regular class period scheduled each day during the school day for use as a conference-preparation period.

C. Elementary Teacher Conference-Preparation Time

An elementary teacher 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 and upper elementary teachers shall have fifteen (15) minutes of the forty-five (45) 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 an elementary teacher 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. Teachers with less than Full-Time Assignments

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 and pro-rata portion of preparation time.

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

E. Duty-Free Lunch Periods

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 the event that they are asked to cover lunch duties, they will be compensated at the Schedule B rate.

F. Teaching Specialist Conference-Preparation Time

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.

G. Faculty Meetings

There shall be no more than two (2) regular scheduled building faculty meetings and/or system-wide faculty meetings per month. It shall be the responsibility of administrative personnel to schedule such meetings. Additional building faculty meetings and/or system-wide faculty meetings may be called in the case of an emergency when necessary.

H. Teacher Attendance and Compensation for Professional Meetings

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

A regularly employed teacher with less than a full-time assignment will be compensated in accordance to Schedule A for attending in-service 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.

I. Lesson Plans

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.

J. The Association and Teacher Duties

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 this Contract and in this Agreement.

K. Emergency Situations

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. Recognition of Instruction as the Teacher's Primary Duty

The Board and Association mutually recognize that the primary duty and responsibility of the teacher is instruction and the commitments inherent therein.

B. Pupil-Teacher Ratio

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 grades K-5. The Board shall also strive to establish a maximum load per instruction period in grades 6-9 of 25, and in grades 10-12 of 30 except where not applicable such as physical education, instrumental music, and vocal music.

When the average class size at any grade level in grades K-5 exceeds 28, the Board shall provide one (1) teacher aide to assist with the increased workload in affected classes. 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.

C. Experimental Classes

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. Faculty Lounges

The Board shall strive to make available adequate faculty lounge facilities in all the instructional buildings.

E. Healthy and Safe Workplace

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.

F. Classroom Furnishings

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.

G. Educational Tools

The Board recognizes that appropriate texts, media 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. Initial Employment Requirements

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

B. Areas of Competence

Since pupils are entitled to be taught by instructors who are teaching within their area of competence, teachers shall not be assigned outside said area of competence as defined by North Central Accreditation Standards and/or state or federal mandate unless mutually agreed upon by the Association and the Board to meet other accreditation standards except temporarily and for good cause.

A teacher in the elementary shall be assigned to a specific grade level unless receiving a special assignment related to the program (remedial reading, music, art, looping, multi-age, experimental classes, etc.).

C. Notification of Assignment

Teachers will be notified of their teaching assignment in writing for the following year no later than the last day of school except in an emergency situation.

D. Notification of Change of Assignment

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 practical and under normal circumstances no later than the end of the school year, except in an emergency situation.

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. See Article VIII, Section A.

E. Schedule B Assignments

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. Supervisory Responsibilities

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

G. Layoff and Recall Procedure

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 XI, 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. Persons choosing to go into administration shall have the opportunity to return to the bargaining unit and maintain their seniority for a period of three years. Leaves of absence granted pursuant to this Contract shall not constitute an interruption in continuous service. Sabbatical or military leaves shall accrue seniority. Any other uncompensated leave of absence of ninety (90) or more consecutive full-time equivalent workdays 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 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. 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.
 - a. 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. Tenured staff, including administrators, shall be placed by seniority

as defined in Article XII, Section F-3 on the seniority list ahead of all probationary teachers for the purpose of layoffs only. 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.

In the event that a lay-off will impact teachers with equal seniority a drawing will be held to determine the order of lay-offs. Drawings will occur prior to the implementation of the lay-off procedure. The superintendent, assistant superintendent, WEA president and WEA grievance chairperson must be present at the drawing. If a required representative is unable to attend, replacements will be agreed upon by the parties involved.

When it is necessary to reduce the number of teachers through lay-off, the district may effect involuntary transfers. To implement 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.
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 reverse 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. The teacher must meet the requirements of Board adopted accreditation standards and/or state or federal mandates.
 9. If the teacher possesses necessary certification, but does not meet the requirements as outlined in Section 8 above, and a waiver is available to give the teacher an opportunity to meet Board adopted accreditation standards and/or state or federal

mandates the teacher will be recalled according to Section 7 above if the teacher agrees to meet the requirements of the waiver.

Failure to meet the waiver requirements will result in the teacher being returned to the recall list without access to further use of the waiver provision.

10. 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 seven (7) calendar days of the date of receipt. If the teacher fails to respond within seven (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 seven (7) day period previously mentioned and refuses the position, the teacher shall be removed from the recall list. However, the 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.
11. 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. Right to recall shall be terminated upon resignation, refusal of employment of equal hours, not responding to a recall notice per number 10 above, or reaching the maximum recall limit of 10 years per number 12 below.
12. The recall list shall be maintained by the Board. Individual teachers will have a right to recall for a period of ten (10) consecutive years immediately following the teacher's most recent layoff.
13. 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.
14. The Board 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, of the current school year shall be included as Appendix D attached to this Agreement.
15. 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 in writing by March 31 of the current school year and supply a copy of documentation by June 30.

ARTICLE XIII: PROFESSIONAL STUDY COMMITTEES/ SCHOOL IMPROVEMENT

A. Curriculum and Curricula Change

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. Professional Study Committees

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, 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 and the Association.

C. School Improvement

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 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 Leave of Absence

Teachers on leave shall be expected to furnish the principal with adequate lesson plans and necessary data for the intended absence days. Teachers are expected to have three days of lesson plans in the event of an unforeseen leave. Teachers on planned extended leaves shall furnish a minimum of two weeks of lesson plans unless agreed upon with administration.

Paid leaves shall accrue seniority.

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 provided they meet their contract requirements. Sick days shall be credited on the first day of school unless the teacher is on a continuing leave of absence in which event the days shall be credited upon the first day of the teacher's return to work. Sick days can be accumulated 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: A-2), 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: A-2) 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 XVIII 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. 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.
- c. The Board 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 a and b 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 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 F.

- d. 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.
- e. Any sick leave that extends beyond ten (10) consecutive workdays will require a doctor's statement of verification of illness. The Board reserves the right to require, at the Board's expense, a second doctor's statement of verification from a physician of their choice.
- f. 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 association sick bank chairperson on or before October 1 of each 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 association sick bank chairperson within thirty (30) days from date of hire.

- g. If a member does not use any sick days in the school year, they will be given one comp day, which could be used, in the following school year or beyond. Up to 5 comp days of this nature can be accumulated in this manner. Upon retirement the retiree would be compensated at a per diem rate for up to 5 of this type of comp days. Any comp day used during a year counts as a day missed and no additional comp day can be earned for that year for not using sick days.

2. Emergency Leave/Bereavement Leave

- a. A total of five (5) days may be used for emergency/bereavement leave.
- b. An emergency/bereavement leave shall be allowed for death in the immediate family or for the necessary care of a member of the immediate family due to accident or illness.

- c. Up to two (2) of the five (5) days may be used for necessary child care when a day care provider is unavailable due to illness or injury. Every effort will be made to secure alternate child care.
- d. Immediate family is defined as wife, husband, mother, father, brother, sister, daughter, son, mother-in-law, or father-in-law.
- e. Leaves of absence, other than "immediate family" as above defined, if within the five (5) day's limitation may be granted or approved by the principals. Extension of days beyond the limitation set forth herein shall be considered by the assistant superintendent 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 (2) 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 (20) 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.

4. Personal Business Leave

- a. Three (3) days per school year may be used for personal business by a regular full-time teacher. Personal leave days shall not be cumulative. No personal business leave days shall be taken, on a district professional development day or to extend a vacation or holiday period except in a case of necessity, when reasonably demonstrated for approval.
 - 1. One (1) of the three days shall be undeclared, but may not be used for other gainful employment. In the event there are extenuating circumstances, the bargaining unit member may request an exception to this limitation from the assistant superintendent if it is in the best interest of the school system.
 - a. In the event that more than ten percent of staff request an undeclared personal day on the opening day of a fish or game season, a lottery will be held to determine who will be allowed to

use the day. In the subsequent year, if more than ten percent again request an undeclared personal day on the opening day of a fish or game season approval will be granted on a rotational basis.

2. Two (2) of the three days shall be declared. 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-E).
 - a. 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.
3. 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. Days so used should not be deducted from sick leave.
4. One (1) additional day may be granted by the assistant superintendent for personal business leave as defined above to tenure teachers.
5. Unused personal leave days shall be added to the teacher's accumulated sick leave and shall accumulate independently of any limitations specified in the sick leave allocation

5. Jury Duty

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 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 tenured 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.

7. Weather Related Leave

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.

B. Unpaid Leave

Sabbatical or military leaves shall accrue seniority. Any other uncompensated leave of absence of ninety (90) or more consecutive full-time equivalent workdays shall not count toward seniority credit.

1. General Leave

An unpaid leave of absence may be granted upon request to any teacher subject to approval by the Board. Reinstatement of a teacher on an unpaid leave of one year or longer shall be subject to the provisions of layoff and recall language.

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 (2) 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. A teacher returning from sabbatical leave will be returned to their previous teaching position if the position still exists unless agreed upon by both the teacher and administration. 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.
- c. Requests for sabbatical leave must be submitted in writing to the Board 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.
- d. 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.
- e. Any teacher granted a Sabbatical leave by the Board 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 F.

C. Loss of Pay

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/current teacher work days 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:

1. The reason for the loss of pay must be clearly stated.
2. The amount of pay loss must be indicated.
3. Notification of pay loss must be given teacher at least one (1) week prior to the payday, 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: COMPENSATION

A. Schedule A Compensation

1. 2006-2007 Salary Schedule

2006-2007 Salary Schedule				
STEP	BA	BA+20	MA/BA+30	MA+30 BA+60
1	35889	36965	38042	39119
1.5	36884	38007	39166	40293
2	37879	39049	40290	41466
2.5	38874	40091	41415	42640
3	39869	41133	42538	43813
3.5	40864	42174	43662	44987
4	41859	43216	44786	46160
4.5	42855	44258	45910	47334
5	43850	45300	47034	48507
5.5	44845	46341	48159	49681
6	45840	47383	49282	50854
6.5	46835	48425	50406	52028
7	47830	49467	51530	53202
7.5	48826	50509	52654	54375
8	49821	51550	53778	55549
8.5	50816	52592	54903	56722
9	51811	53633	56026	57896
9.5	52805	54676	57150	59069
10	53800	55718	58274	60243
10.5	54796	56759	59398	61417
11	55791	57801	60522	62591
11.5	56786	58842	61646	63765
12	57781	59885	62770	64938
13	58769	60901	63816	66014
14	58858	60993	63912	66112
15	58947	61085	64006	66209
16	59038	61178	64102	66307
17	59127	61270	64196	66405
18	59217	61363	64292	66502
19	59307	61455	64387	66600
20	59396	61548	64482	66698
21	59486	61640	64577	66796
22	59576	61733	64672	66893
23	59666	61825	64767	66991
24	59755	61918	64862	67089
25	59845	62010	64957	67187
26	59935	62102	65053	67285
27	60024	62195	65147	67383
28	60115	62287	65243	67481
29	60204	62380	65337	67578
30	60293	62472	65433	67676

2. 2007-2008 Salary Schedule

2007-2008 Salary Schedule				
STEP	BA	BA+20	MA/BA+30	MA+30BA+60
1	36787	37889	38993	40097
1.5	37806	38958	40145	41300
2	38826	40025	41298	42503
2.5	39846	41093	42450	43706
3	40866	42161	43601	44908
3.5	41886	43229	44753	46111
4	42905	44297	45906	47314
4.5	43926	45364	47058	48517
5	44946	46432	48210	49720
5.5	45966	47499	49363	50923
6	46986	48568	50514	52126
6.5	48006	49636	51666	53329
7	49025	50703	52818	54532
7.5	50046	51772	53971	55734
8	51066	52839	55123	56937
8.5	52086	53907	56275	58140
9	53106	54974	57426	59343
9.5	54126	56042	58579	60546
10	55145	57111	59731	61749
10.5	56166	58178	60883	62953
11	57186	59246	62035	64156
11.5	58206	60313	63188	65359
12	59226	61382	64339	66562
13	60238	62423	65411	67664
14	60330	62518	65509	67764
15	60421	62613	65606	67865
16	60514	62707	65704	67965
17	60605	62802	65801	68065
18	60698	62897	65899	68165
19	60789	62992	65996	68265
20	60881	63086	66094	68365
21	60974	63181	66191	68465
22	61065	63276	66289	68566
23	61158	63371	66386	68666
24	61249	63465	66484	68766
25	61341	63560	66581	68867
26	61433	63655	66679	68967
27	61525	63750	66776	69067
28	61618	63845	66874	69168
29	61709	63939	66971	69268
30	61801	64034	67069	69368

B. Schedule B Compensation

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

1. Compensation on this schedule is based on the number of year's experience in the activity and the percentage is based on the first through fifth step of the BA schedule (Schedule A).
2. 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.
3. All extra duty people shall receive unlimited credit for previous experience 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:

Percent of BA Base up to 5 years	
POSITION	2005-06
FOOTBALL	
Varsity Coach	15%
Assistant Varsity Coach (2)	9%
JV Coach	10%
Assistant JV Coach (2)	8%
Freshman Coach	8%
Assistant Freshman Coach	7%
MS Coach	6%
Assistant MS Coach	5%
BASKETBALL	
Varsity Coach (2)	15%
JV Coach (2)	10%
Freshman Coach (2)	7%
MS Coach (4)	5%
WRESTLING	
Varsity Coach	15%
JV Coach	8%
MS Coach	5%
Assistant MS Coach	3%
BASEBALL/SOFTBALL	
Varsity Coach (1/1)	13%
JV Coach (1/1)	8%
MS Coach (1/1)	5%

Percent of BA Base up to 5 years	
POSITION	2005-06
TRACK	
Varsity Coach (2)	13%
Assistant Varsity Coach (3)	7%
MS Coach (2)	5%
VOLLEYBALL	
Varsity Coach	15%
JV Coach	8%
Freshman	6%
MS Coach (2)	5%
CROSS COUNTRY	
Head Coach	13%
Assistant Coach (1)	7%
MS Coach	5%
TENNIS	
Head Coach (2)	13%
Assistant Coach (1)	7%
SOCCER	
Head Coach (2)	13%
JV Coach (2)	7%
GOLF	
Head Coach	13%

Percent of BA Base up to 5 years	
POSITION	2005-06
Varsity Coach	5%
JV Coach	4%
MS Coach	3%
CHEERLEADING - Basketball	
Varsity Coach	6%
JV Coach	5%
MS Coach	3%
GYMNASTICS	
Varsity Coach	9%
Assistant Coach	4%
MS Coach	2%
NON COACHING SCHEDULE B	
CLASS ADVISOR	
Twelfth Grade (2)	4%
Eleventh Grade (2)	4%
Tenth Grade (1)	2%
Ninth Grade (1)	2%
STUDENT COUNCIL	
HS (2)	5%
MS (2)	2%
FORENSICS/DEBATE	
	3%
NATIONAL HONOR SOCIETY	
	5%
BAND	
HS	10%
MS	4%
VOCAL MUSIC	
	9%
GERMAN CLUB	
	3%
SPANISH CLUB	
	3%

Percent of BA Base up to 5 years	
POSITION	2005-06
SADD	3%
BPA	3%
CLOSE UP	3%
YEARBOOK	1%
Without related class	
With related class	8%
	6%
SCHOOL PAPER	
	3%
PHOTO CLUB	
	2%
SCIENCE OLYMPIAD	
HS (2)	
MS (2)	4%
	3%
DESTINATION IMAGINATION	
	4%
SCHOOL PLAYS/MUSICALS	
HS Play (1)	
HS Musical (1)	5%
MS	8%
Elem (2)	3%
	3%
LUNCH SUPERVISION	
(per lunch period)	
	\$7.40
NCA/ School Improvement Chairperson – 2 per Bldg	
	2%
LEADERSHIP COUNCIL	
12 positions	
	1%
MENTORS	
(starts back @ step 1 with each new assignment) Criteria to be developed jointly by teachers/administrators	
1 st Year	2%
2 nd Year	2%
3 rd Year	1%

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 teaching for fifty (50) consecutive days in the same teaching position, a substitute will be paid, commencing on the fifty-first (51) day, at the B.A. base salary rate. This pay rate will continue until the conclusion of the experience. Substitutes will not be included in the bargaining unit as provided in Article I, Recognition.

5. 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 statement shall include an explanation of longevity. 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.
6. Regularly employed teachers shall be compensated at \$18.00 per hour taught while serving as a substitute. As an alternative to receiving the hourly pay rate for substituting, a teacher may elect to accumulate compensatory time. The following guidelines will be followed:
 - a. One (1) hour will be defined as sixty (60) minutes or a class period at the secondary level.
 - b. Six (6) hours will constitute one (1) day.
 - c. Time off will be in blocks of six (6) hours.
 - d. Accumulation will be no more than twelve (12) hours.
 - e. No time off will be used to extend a vacation or holiday period except in a case of necessity, when reasonably demonstrated for approval.
 - f. Request for a compensation day off must be made to the building principal a week in advance.
 - g. All accumulated compensation time must be used within one (1) year from the accumulation of six (6) hours.
 - h. Any partial hours at the end of the school year will continue over into the next school year and must be used within one (1) school year from the accumulation of six (6) hours.
7. A teacher regularly employed in the seventh through twelfth grades shall receive a prorated portion 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.

8. Education and Training

- 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.
- 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 (1) course in a teacher's major area, minor area, or related field every two (2) years.

- c. The qualifications for salary schedule advancement shall be: 1) graduate hours in a planned course of study beyond the bachelor's degree and provisional certificate, 2) credits in a teachable area or directly related to instruction approved by the superintendent or designee. The request and subsequent action of the superintendent or designee shall be provided in writing within a reasonable time frame. Course hours referred to in this Article shall be on a semester hour equivalency. BA+20 and MA+30 means hours taken after completion of respective degree(s). Credits used for advancement on the salary schedule must be earned subsequent to the date of the last placement/advancement.
9. All teachers must complete one (1) full-year of experience, two (2) years of half-time experience, or two (2) half-years of full-time experience, or equivalent experience acceptable to the Board as a prerequisite to advancement on the salary schedule. Less than full time schedules shall be rounded on the following basis: .01-.66 = 1/2 year, .67 - .99 = 1 full-year.
 10. 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, provided that the teacher submits supporting evidence of completed requirements at least 10 days prior to the beginning of the semester subsequent to course completion to be eligible for advancement on the salary schedule. Supporting evidence may include, but is not limited to, a letter from the institution or advisor indicating that requirements will be met by the beginning of the semester.
 11. All teachers shall have the option of receiving their contracted salary in one (1) of three (3) ways:
 - a. 26 pays (27 pays when applicable) over a 12-month period
 - b. 21 pays over a 10-month period
 - c. Salary pro-rated on 26 pays (27 pays when applicable) with the balance on the 21st paycheck

In emergency situations teachers who choose option “a” shall be given the opportunity to receive the balance of their pay at the last pay period in June.

C. Insurance

1. The Board shall provide the following MESSA-PAK for a full twelve (12) month period for the teacher and his/her entire family and his/her eligible dependents, with a \$20.00 pre-tax teacher co-payment per pay, for an annual co-pay of \$520.00. The employer shall sign an Employer participation agreement.

PLAN A: For teachers needing health insurance
Super Care I with Preventative Care Rider
Delta Dental Plan (with COB) E/007/(80/80/80);

Vision (with COB) Negotiated Life	\$1300, Sealant Rider VSP-3 Plus \$30,000, AD&D; WOP
--------------------------------------	--

The employee will pay \$20 pre-tax each pay for an annual co-pay of \$520.00 toward the cost of their insurance.

Beginning in 2007-2008 the following process shall be used to determine the employee's Co-payment for insurance:

- 1) Super Care 1 coverage with wellness rider and the previous year's co-pay. In addition, if costs (as indicated by the Whitehall Teacher Pak rates) increased over 112% in the previous year, the insured's co-pay will be the previous year's co-pay plus 25% of the cost over 112%.
- 2) Plus, if insurance costs (as indicated by the Whitehall teacher PAK rates) are over 112% from the previous year, the insured will split amount over 112% 50/50 with the district.
- 3) In subsequent years, steps 1-2 will be followed.

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

PLAN B: For teachers not needing health insurance	
Delta Dental Plan (with COB) Vision (with COB) Negotiated Life Long Term Disability	E/007/(80/80/80); \$1300, Sealant Rider VSP-3 Plus \$30,000, AD&D; WOP 90 calendar days modified fill 70%: Maximum \$5000 per month

In addition, those selecting Plan B shall receive a single subscriber Super Care I premium cash amount minus the cost of the long term disability. Payroll deduction shall be available to any teacher wishing to subscribe to any additional MESSA or MEA-FS program.

3. 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 September 1 and ending August 31. 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 on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage. Teachers shall notify the business office within thirty (30) 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.

D. Severance Pay

At the time of retirement or separation from Whitehall District Schools, the Board will pay severance into a 403B account at the following rate based on accumulation of sick leave days:

<u>2006-2007</u>	
60-100=	\$3500
101-140=	\$4000
141-180=	\$5400
181-220=	\$6000
221- =	\$6600

E. Notification of Retirement

A written resignation must be filed with the superintendent's office prior to April 15 each year in order to be eligible for the early notification payment for retirement effective June 30 of that year unless the April 15 restriction is waived by the Board.

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

1. Must have fifteen (15) years or more of full-time service in the Whitehall District Schools.
2. Cannot be on Social Security, LTD, or Worker's Compensation at the time retirement is chosen unless this restriction is waived by the Board.

The Board shall pay the teacher an early notification payment into a 403B account equal to the teacher's years of service in Whitehall District Schools (not to exceed thirty (30) years) multiplied by the teacher's last annual salary rate (not to include Schedule B payments) times .0045. 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.

ARTICLE XVII: TEACHER EVALUATION

A. Probationary Teacher Evaluations

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 after mutual development by the teachers and the administration. When the teacher's work has been less than satisfactory, the Board shall provide each probationary teacher with a final written evaluation at least sixty (60) calendar days before the close of the school year.

B. Tenured Teacher Evaluations

The performance of all tenure teachers shall be evaluated every third year beginning with the second tenure year according to standards of expectation as adopted by the Board after mutual development by the teachers and the administration. The administration will establish a pattern for evaluating approximately one-third of each building's tenured teachers per year. A less than satisfactory summary evaluation necessitates another evaluation the following year. Off-year evaluations are optional and may be initiated by either the teacher or administrator.

C. Self-Evaluations

The teacher may submit a self-evaluation on the Comprehensive 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. General Procedures

Multiple observations, formal and or informal may take place prior to the completion of the evaluation. An observation must be reduced to writing and shared with the teacher within ten (10) days if a deficiency is noted. No written communication shall be interpreted to mean that teaching performance is satisfactory. The evaluation must be reduced to writing on the Comprehensive Evaluation Form (Appendix C) and shared with the teacher on or before May 1st. An evaluation conference shall be initiated by either the teacher or the administrator. 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 responses shall be attached to the evaluation form in the personnel file. A complaint directed toward a teacher shall not be included in said teacher's evaluation unless such matter is reported to the teacher within ten (10) working days of the receipt of the complaint.

E. Openness of Monitoring and Evaluating

All classroom monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. Comprehensive Evaluations shall be conducted and written by the teacher's principal, or assistant principal. Special Education supervisors may provide input into evaluations and improvement plans. Any input provided by the Special Education Supervisor must be clearly identified in the evaluation as to the source. All district procedures must be followed.

F. Improvement Plan

If an administrator believes a teacher is doing less than satisfactory work, the reasons shall be set forth in specific terms as shall identification of the specific ways in which the teacher is to improve and of the assistance to be given by the administration. The Improvement Plan shall be provided in writing by the administration in consultation with the individual teacher. In subsequent evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

G. Goal Setting

In every other 3-year evaluation cycle, a tenured teacher in good standing may choose, with approval by the principal, to participate in a goal setting process in lieu of receiving a comprehensive evaluation.

Within 15 days of the post-conference evaluation meeting, the teacher shall request in writing to use the goal setting procedure, rather than the comprehensive evaluation, for the following evaluation cycle if they so choose. The principal will respond in writing within 15 days and either approve or disapprove the teacher participating in the goal setting process. If no request is made, the comprehensive evaluation shall be used in the following cycle.

Prior to the first day of school, the teacher shall submit the standard goal setting form to their principal. If no form is submitted within the timelines, the teacher shall default to the comprehensive evaluation process.

Should the teacher be participating in the goal setting process and should modifications to their goals be necessary, the teacher shall request the approval of the modification from the principal. Any modifications shall be noted on the goal setting form.

Teachers in the goal setting process shall provide an update to their principal annually on the progress made toward their goals. Updates shall be documented on the goal setting form.

At the conclusion of the three year cycle, by May 1st, the teacher will submit in writing a reflection of their progress toward achieving their goals. At any time during the three-year cycle, the teacher or administrator may elect to default to the comprehensive evaluation process.

ARTICLE XVIII: SCHOOL CALENDAR

A. Days Not in Session

Teachers will not be required to report during delay days or cancelled days. Time missed because of severe or inclement weather or when otherwise created by an act of God, epidemic, or other such situations beyond the control of the Board 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 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 canceled, but shall work on any rescheduled days with no additional compensation.

B. Calendar

2006-07 SCHOOL CALENDAR

Aug. 28	Teaching Staff Returns
Aug. 29	Professional Development – (Orientation a.m.) (Building Open Houses in Evening)
Aug. 30	Professional Development – (presenter: Deb Wahlstrom)
Aug. 31	Professional Development
Sept. 5	School Begins – Full Day for Middle & High School Students Half Day for Shoreline & Ealy Students
Nov. 8	K-12 Conferences (evening) – Students All Day
9	K-12 Conferences (afternoon & evening) – Students A.M. Only
10	K-12 Students & Teachers – A.M. Only
Nov. 22	K-12 Students & Teachers – A.M. Only
Nov. 23-24	Thanksgiving Break
Dec. 22-Jan.2	Holiday Break
Jan. 3	School Resumes
Jan. 15	Professional Development – No Students
Jan. 16-18	Semester Exams – Half Days for Middle & High School Students Full Days for Shoreline & Ealy Students
Jan. 19	Records Day – No Students
Feb. 16 -19	Mid-Winter Break - No School
Mar. 9	Professional Development – No Students
Mar. 28	K-12 Conferences (evening) – Students All Day
29	K-12 Conferences (afternoon & evening) – Students A.M. Only
30	K-12 Students & Teachers – A.M. Only
Apr. 2-6	Spring Break
Apr. 9	School Resumes
May 28	Memorial Day Break
June 5	Semester Exams – Half Day for Middle & High School Students Full Day for Shoreline & Ealy Students
June 6-7	Semester Exams – All Students A.M. Only
June 8	Records Day – No Students, Teachers A.M. Only
Student Days	<u>177</u>
Teacher Work Days	<u>185.5</u>

2007-08 SCHOOL CALENDAR

Aug. 27	Teaching Staff Returns
Aug. 28	Professional Development – (Orientation a.m.) (Building Open Houses in Evening)
Aug. 29	Professional Development
Aug. 30	Professional Development
Sept. 4	School Begins – Full Day for Middle & High School Students Half Day for Shoreline & Ealy Students
Nov. 7	K-12 Conferences (evening) – Students All Day
8	K-12 Conferences (afternoon & evening) – Students A.M. Only
9	K-12 Students & Teachers – A.M. Only
Nov. 21	K-12 Students & Teachers – AM Only
Nov. 22-23	Thanksgiving Break
Dec. 21	K-12 Students & Teachers – AM Only
Dec. 22-Jan.2	Holiday Break
Jan. 3	School Resumes
Jan. 21	Professional Development – No Students
Jan. 22-24	Semester Exams – Half Days for Middle & High School Students Full Days for Shoreline & Ealy Students
Jan. 25	Records Day – No Students
Feb. 15-18	Mid-Winter Break - No School
Mar. 7	Professional Development – No Students
Mar. 21	K-12 Students and Teachers – AM Only
Apr. 2	K-12 Conferences (evening) – Students All Day
3	K-12 Conferences (afternoon & evening) – Students A.M. Only
4	K-12 Students & Teachers – A.M. Only
Apr. 7-11	Spring Break
Apr. 14	School Resumes
May 26	Memorial Day Break
June 3	Semester Exams – Half Day for Middle & High School Students Full Day for Shoreline & Ealy Students
June 4-5	Semester Exams – All Students A.M. Only
June 6	Records Day – No Students, Teachers A.M. Only

Student Days 177

Teacher Work Days 185.5

ARTICLE XIX: DURATION OF AGREEMENT

This Agreement and all its provisions shall be effective upon the opening of the 2006-2007 school year.

This Agreement shall continue in full force and effect to and including August 31, 2008.

APPENDIX A: PERSONAL LEAVE FORM

WHITEHALL DISTRICT SCHOOLS REPORT OF EMPLOYEE ABSENCE

NAME _____ SCHOOL _____

POSITION _____ SUBSTITUTE _____

DATE ABSENCE BEGAN _____ NUMBER OF DAYS _____

DATE EXPECTED TO RETURN _____

REASON: Check one

Sick Leave- **SICK LEAVE**: shall be used for **PERSONAL** illness or disability and time required for scheduled medical appointments if prior notification is given to the principal.

Personal Leave- **PERSONAL LEAVE**: shall be used for legitimate business, professional, and family obligations, which cannot be met outside the regular school day. Typical 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. **THIS PROVISION 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.

Emergency Leave- **EMERGENCY LEAVE**: five 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.

Unrestricted Personal Leave- May be used for anything except the pursuit of gainful employment.

Jury Duty Funeral Leave Curriculum Absence

Vacation Conference Unpaid Leave

Other – Explain _____ Comp. Day

I hereby certify that the information provided is accurate.

Employee Signature

Supervisor Signature

Assistant Superintendent

COMMENTS: _____

Payroll Record:			
SL Sick Leave	PL Personal Leave	EL Emergency Leave	
JD Jury Duty	FL Funeral Leave	CA Curriculum Absence	
VA Vacation	UL Unpaid Leave	BD Birthday	

APPENDIX B: GRIEVANCE REPORT

GRIEVANCE REPORT

Whitehall District Schools

Grievance # _____ 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:

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 _____

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: COMPREHENSIVE EVALUATION FORM

Teacher _____

Date of Evaluation _____

Administrator _____

DOMAIN I

CLASSROOM ENVIRONMENT

The effective teacher maintains a classroom environment that enhances student learning.

- A. Conveys enjoyment and enthusiasm for teaching and for students
- B. Creates an environment of respect and rapport with classroom interactions between the teacher and students and among students. This environment demonstrates a commitment to diversity and equality.
- C. Establishes an effective classroom climate that is sensitive to student's needs:
 - 1. helps students develop self-esteem
 - 2. is alert to student behaviors
 - 3. keeps students engaged
 - 4. classroom is safe, appealing, and is conducive to learning
- D. Creates and encourages high expectations for all students:
 - 1. shares expectations for quality and quantity of work and provides models when possible
 - 2. supports students' efforts in attempting to reach their potential
- E. Establishes a trusting environment that promotes creativity and discovery:
 - 1. encourages students to work cooperatively
 - 2. dignifies students' responses
 - 3. fosters divergent thinking
- F. Establishes appropriate classroom rules and expectations consistent with building and district policies:
 - 1. creates a positive and proactive model for student and classroom management
 - 2. communicates and periodically reviews building level standards of conduct to all students
 - 3. reinforces positive student behavior in a consistent manner
 - 4. demonstrates fairness, consistency, respect, empathy, and firmness in the handling of student problems
 - 5. responds to student discipline appropriately and respectfully
- G. Transition times are designed to ensure little loss of instructional time

_____ Proficient

_____ Needs Improvement

_____ Unsatisfactory

COMMENTS: _____

DOMAIN II PLANNING AND PREPARATION

The effective teacher plans for student learning.

- A. Shows depth of content knowledge:
 - 1. connects content knowledge to real life settings
 - 2. integrates content with other disciplines
- B. Demonstrates knowledge of student:
 - 1. understands characteristics of age group
 - 2. shows an awareness of students' individual interests or cultural heritage
 - 3. shows knowledge of students' skills and abilities
- C. Plans for and utilizes a variety of assessment tools to differentiate cognitive levels of learning
- D. Demonstrates knowledge of resources:
 - 1. uses a variety of effective resources that assist student learning
 - 2. selects appropriate visual, auditory, and hands-on activities
 - 3. accesses available professional resources
 - 4. uses technology to enhance student achievement
- E. Develops lessons and uses assessments in a clear and logical manner, aligned with the content and format of the district curriculum and standardized tests:
 - 1. plans a variety of approaches to teaching and learning
 - 2. follows clearly defined objectives based on district curriculum standards and students' needs
 - 3. utilizes teacher-developed, student-generated, district common assessment and standardized assessment to monitor learning
 - 4. reflects on and uses testing methods that are appropriate for specific skill measurement
 - 5. interprets standardized test scores to direct teaching strategy
- F. Develops or selects assessments based on defined essential learnings

_____ Proficient

_____ Needs Improvement

_____ Unsatisfactory

COMMENTS: _____

DOMAIN III INSTRUCTION

The effective teacher provides instruction that enhances student achievement.

- A. Presents content-driven lessons in a clear and logical manner:
 - 1. instructional units and assessment are based on WDS curriculum and content expectations
 - 2. communicates clearly defined objectives based on district curriculum standards and student needs
 - 3. implements multiple techniques to relate new information to previous teaching/learning experiences
 - 4. uses appropriate closure to define essential learning
 - 5. uses summative and formative assessment, periodically checks for student understanding and alters instruction when necessary
- B. Maintains high student engagement throughout instructional period:
 - 1. uses a variety of teaching strategies to impart knowledge
 - 2. adapts instruction based on student response
 - 3. stimulates creative thinking
 - 4. instruction is flexible based on student needs and content expectations
 - 5. shows interest and enthusiasm for content
 - 6. uses assessment data to effectively plan learning activities and adjust instruction when necessary
- C. Creates expectations for all students to participate and demonstrate understanding:
 - 1. elicits responses equitably from students
 - 2. asks clearly stated questions and allows appropriate response time
 - 3. uses a variety of questioning techniques
 - 4. checks for understanding in class and group and individual basis
- D. Uses instructional methods that promote desired learning:
 - 1. uses resources and technology that effectively support the lesson
 - 2. provides relevant examples and guided practice
 - 3. teaches to a variety of cognitive levels (Blooms's Taxonomy)
 - 4. encourages student-to-student interaction and cooperative learning
 - 5. differentiates instruction and tailors conditions to meet the needs of individual students
 - 6. uses assessment to provide timely and meaningful feedback to students
- E. Promotes self-directed learning:
 - 1. supports student-initiated learning
 - 2. encourages students to establish and achieve goals
 - 3. teaches students to develop organizational skills
- F. Uses information-age learning and technology to enhance learning and personal/professional productivity:
 - 1. plans effective technology enhanced learning experiences aligned with state standards
 - 2. implements curriculum plans that include technology-enhanced methods and strategies to maximize student learning
 - 3. uses technology to enhance professional development and productivity

_____ Proficient

_____ Needs Improvement

_____ Unsatisfactory

COMMENTS: _____

DOMAIN IV

COMMUNICATION AND PROFESSIONAL RESPONSIBILITIES

The effective teacher demonstrates positive communication skills and maintains professional and personal responsibilities.

- A. Communicates and develops positive relationships:
 - 1. strives to develop a respectful relationship with students, parents, staff, and school leaders
 - 2. listens to various points of view
 - 3. shows courtesy, integrity, and follow-through
 - 4. communicates effectively with students, families, colleagues, and administrators
 - 5. demonstrates good listening skills and uses clear/concise language in written and verbal communication
- B. Contributes positively to the school community:
 - 1. participates actively in implementation of school and district projects
 - 2. meets all contractual obligations
 - 3. works collaboratively with colleagues
 - 4. demonstrates an understanding of the community and parent role in the education of a child
- C. Maintains accurate and timely instructional and non-instructional records.
- D. Grows and develops professionally
 - 1. seeks professional development opportunities to remain current in content knowledge and teaching skills
 - 2. assists other educators
 - 3. teacher demonstrates the ability to self-assess professional responsibilities through reflection
- E. Shows professionalism:
 - 1. meets professional obligation in a timely manner
 - 2. advocates for students
 - 3. acts in a confidential, ethical, and legal manner

_____ Proficient

_____ Needs Improvement

_____ Unsatisfactory

COMMENTS: _____

OVERALL PERFORMANCE

____ P ____ NI ____ U DOMAIN I: CLASSROOM ENVIRONMENT

____ P ____ NI ____ U DOMAIN II: PREPARATION AND PLANNING

____ P ____ NI ____ U DOMAIN III: INSTRUCTION

____ P ____ NI ____ U DOMAIN IV: COMMUNICATION AND PROFESSIONAL
RESPONSIBILITIES

SUMMARY:

On the basis of this evaluation, this teacher's performance is considered:

- Satisfactory _____
- Needs Improvement _____
- Unsatisfactory _____
- Recommended for continued probation _____
- Recommended for Tenure _____

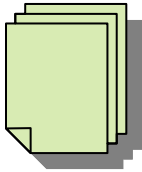
Additional
Comments: _____

Principal or administrative Designee _____ Date _____

- ____ I agree with this evaluation
- ____ I do not agree with this evaluation
- ____ I have written a statement to attach to this evaluation

Teacher _____ Date _____

APPENDIX D: TEACHER GOAL SETTING



Teacher Goal Setting for Professional Improvement

Teacher	School
Grade/Subject	School Year
Administrator	

Setting *[Describe the population and special learning circumstances]*

Domain *[Within the domain, the area/topic I will address (e.g. reading instruction, long division, problem solving)]*

Baseline Data *[Where am I now (i.e. status at beginning of first year of cycle)]*

Goal Statement *[What I want to accomplish this year (i.e. my desired result)]*

Strategies for improvement *[Activities I will use to accomplish my goal]*

Administrator's Signature/Date

Teacher Signature/Date

First Year Data/Status *[What progress has been made during **year one** of cycle]*

Modifications *[Strategy revisions or a change in direction if needed]*

Administrator's Signature/Date

Teacher Signature/Date

Second Year Data/Status *[What progress has been made during **year two** of cycle]]*

Modifications *[Strategy revisions needed to accomplish the goal]*

Administrator's Signature/Date

Teacher Signature/Date

End of Cycle Data/Status *[Findings by year end]*

Considerations *[Thoughts and reflection on next steps for next cycle]*

Administrator's Signature/Date

Teacher Signature/Date

APPENDIX E: INSURANCE EXAMPLES

Clarification on the intent of Insurance Language negotiated 8-9-06

- Each year, the additional 12% of insurance costs paid by the district will add to the base that the district will pay in the following year.
- Each year into the future, unless different contract language is negotiated, the board will pay an additional 12%, and 50% of the increase over 12%, of the previous year's premium.
- The co-pay paid by the teacher will increase each year by 25% of the previous year's premium above 12% starting with \$520.00 for 2006-2007. In the event that the insurance premium increase is 12% or less, the teacher's co-pay will remain the same as the previous year.

EXAMPLE:

2006-2007

Teacher pays \$520.00 co-pay toward premium

2007-2008

Insurance increases 12%, teacher pays \$520.00 toward premium

Insurance increases 16%, teacher pays \$520.00 plus 2% of the cost of the premium

2008-2009

If insurance increased 12% in 2007-2008, but increases 16% in 2008-2009, the teacher will pay \$520.00 plus 2% of the cost of the premium. (50% of the increase over 12%)

If insurance increased 12% in 2007-2008, and increases 12% in 2008-2009, the teacher will pay \$520.00 toward the cost of the premium.

If insurance increased 16% in 2007-2008, and Insurance increases 12% in 2008-2009, teacher pays \$520.00 plus 1% of the previous year's premium toward the cost of their insurance.

Insurance increases 16%, teacher pays \$520.00 plus 1% of the previous year's premium as the starting point, then pays an additional 2% of the current year's premium.

APPENDIX F: SENIORITY LIST

Name	Date	Year of Hire	Type of Certificate	Certificate Subject/ Grade Level	Year Equiv 8/31/2005	Year Equiv 8/31/2006	Year Equiv 8/31/2007
	of Hire						
Heeres, James	09/01/62	1962	Permanent	Secondary 7-8 All Subjects; History (CC) 9-12; Social Science (CX) 9-12; Physical Education (MB) 9-12	43	44	45
Jahn, Ken	09/01/67	1967	Permanent Certificate	Secondary 7-8 All Subjects; Psychology (CE) 9-12; Sociology (CF) 9-12	38	39	40
Baxter, Bruce	02/03/69	1969	Permanent Certificate	All Subjects 7-8; Geography (CB) 9-12; History (CC) 9-12	36.4	37.4	38.4
Claus, Chris	09/01/71	1971	30-Hour Continuing	Elementary K-8 All Subjects; Language Arts (BX) 9; Social Science (CX) Grade 9; Early Child. Educ.	34	35	36
Schroder, Melanie	09/01/72	1972	18-Hour Continuing	Elementary K-8 All Subjects; English (BA) Grade 9; Social Science (CX) Grade 9	33	34	35
Oosdyke, Marti	09/27/72	1972	18-Hour Continuing	Elementary K-8 All Subjects; English (BA) Grade 9	33	34	35
Doyle, Linda	09/01/74	1974	30-Hour Continuing	Elementary K-8 All Subjects; Cognitive (Mntl) Impairment (SA) K-12; Emotional; Learn. Disab. (SM) K-12	31	32	33
Zoellmer, Robb	08/25/76	1976	30-Hour Continuing	Elementary K-8 All Subjects; Social Science (CX) Grade 9; Cognitive (Mntl) Impairment (SA) K-12;	29	30	31
Zoellmer, Robb (contd)				Emotional Impairment (SE) K-12; Learning Disabilities (SM) K-12			
Black, Dave	09/01/77	1977	Provisional Certificate	Elementary K-8 All Subjects; Physical Education (MB) K-12	28	29	30
Hill, Mike	09/01/77	1977	Permanent	Secondary 7-8 All Subjects; General Elementary K-6; Music Education (JX) K-12	28	29	30
Gould, Patricia	09/01/77	1977	30-Hour Continuing	Elementary K-8 All Subjects; Cognitive (Mntl) Impairment (SA) K-12; Learn. Disab (SM) K-12	25.5	26.5	27.5
Kubicek, Jill	10/09/79	1979	18-Hour Continuing	Elementary K-8 All Subjects; Social Science (CX) Grade 9	24.94	25.94	26.94
Terrien, Janice	09/01/79	1979	18-Hour Continuing	Elementary K-8 All Subjects; Art Education (LX) K-12	24.05	25.05	26.05
Oster, Sharon	08/29/79	1979	18-Hour Continuing	Secondary 7-8 All Subjects; General Elementary K-6; Reading Specialist (BR) 9-12; Art Education (LX) K-12	23.49	24.49	25.49
Diephouse, Cheryl	08/29/83	1983	18-Hour Continuing	Elementary K-8 All Subjects; Learning Disab. (SM) K-12; Early ChildEd PreK-k	22	23	24
Hopkins, Sandra	08/29/83	1983	18-Hour Continuing	Elementary K-8 All Subjects	21.18	22.18	23.18
Adams, Cynthia	08/26/85	1985	30-Hour Continuing	Elementary K-8 All Subjects; Hearing Impairment (SL) K-12; Early Childhood Ed Pre K-K	20	21	22
Zielinski, Marcia	08/27/84	1984	Permanent Certificate	Secondary 7-8 All Subjects; Biology (DA) 9-12; Health, Phys Ed. & Rec. (MX) K-12	19.22	20.22	21.22
Hardy, Amy	07/17/86	1986	18-Hour Continuing	Elementary K-8 All Subjects; Cognitive (Mntl) Impairment (SA) K-12; Emotional	19	20	21
Hardy, Amy (contd)				Impaired (SE) K-12; Learning Disabilities (SM) K-12			
Edsall, Ted	07/22/86	1986	18-Hour Continuing	Elementary K-8 All Subjects; Emotional Impairment (SE) K-12; Learn Disab (SM) K-12	19	20	21
Edsall, Terry	07/22/86	1986	18-Hour Continuing	Elementary K-8 All Subjects; Social Science (CX) Grade 9; Cognitive (Mntl)	20	21	22
Edsall, Terry (contd)				Impairment (SA) K-12; Emotional Impairment (SE) K-12			
Naymick, Jan	09/17/75	1975	30-Hour Continuing	Elementary K-8 All Subjects; Science (DX) Grade 9; Reading Specialist (BR) K-12	18.5	19.5	20.5
Snell, Kay	02/01/86	1986	18-Hour Continuing	Elementary K-8 All Subjects; Cognitive (Mntl) Impairment (SA) K-12; Learn. Disab (SM) K-12	18.5	19.5	20.5
DeLong, Kay	08/10/87	1987	18-Hour Continuing	Elementary K-8 All Subjects; English (BA) Grade 9; Science (DX) Grade 9; Early Child. Educ.	18	19	20
Rogers, Virginia	07/25/89	1989	18-Hour Continuing	Secondary; English (BA) 7-12	16	17	18
Wright, Donna	09/01/89	1989	18-Hour Continuing	Elementary K-8 All Subjects; Cognitive (Mntl) Impairment (SA) K-12; Emotional Impairment (SE) K-12	16	17	18
Champion, Rick	09/01/89	1989	18-Hour Continuing	Secondary 7-8 All Subjects; Industrial Technology (IX) K-12	16	17	18
Moore, Cindy	09/01/89	1989	Professional Education	Secondary; Music Education (JX) K-12	16	17	18
Dykstra, Mary	01/01/90	1990	18-Hour Continuing	Elementary K-8 All Subjects; Language Arts (BX) Grade 9	15.5	16.5	17.5

Browand, Vince	09/01/90	1990	18-Hour Continuing	Secondary 7-8 All Subjects; Music Education (JX) K-12	15	16	17
Crothers, Steven	09/01/90	1990	18-Hour Continuing	Elementary K-8 All Subjects; Social Science (CX) Grade 9	15	16	17
Hoffman, Laurie	09/01/90	1990	18-Hour Continuing	Secondary 7-8 All Subjects; Consumer Homemaking (VH) 9-12; Physical Educ. (MB) 9-12	15	16	17
Morningstar, Ronda	09/01/90	1990	Professional Education	Elementary K-5 All Subjects (K-8 Self CC); Science (DX) 6-8; Social Science (CX) 6-8	15	16	17
Biggs, Jennifer	09/09/91	1991	18-Hour Continuing	Secondary 7-8 All Subjects; History (CC) 9-12; Library Media (ND) K-12	14	15	16
Parling, Karey	07/06/92	1992	Professional Education	K-5 All Subjects (K-8 Self CC); 6-8 Language Arts (BX); 6-8 Social Science (CX)	13	14	15
Throne, Melissa	07/06/92	1992	Professional Education	Elementary K-5 All Subjects (K-8 Self CC); Psychology (CE) 6-8; Emotional Impairment (SE) K-8	13	14	15
Malbouef, Andrew	07/07/92	1992	Professional Education	Secondary; Physics (DE) 7-12; Mathematics (EX) 7-12	13	14	15
Husiak, Susan	08/13/92	1992	18-Hour Continuing	Secondary 7-8 All Subjects; History (CC) 6-12; Political Science (CD) 6-12; Reading	13	14	15
Husiak, Susan (contd)				Specialist (BR) K-12; Elem. Educ. K-8 (All Subjects)			
Brickley, Diane	08/27/92	1992	18-Hour Continuing	Elementary K-8 All Subjects; Language Arts (BX) 9; Impairment (SE) K-12; Learning Disabilities (SM) K-12	13	14	15
Brickley, Diane (contd)				Social Science (CX) 9; Cognitive (Mntl) impairment (SA) K-12; Emotional			
Gallihugh, Mary	08/10/92	1992	Professional Education	Elementary K-8 All Subjects; English (BA) Grade 9; Science (DX) Grade 9; Fine Arts (OX) Grade 9	12.5	13.5	14.5
Boyd, Aaron	08/24/93	1993	Professional Education	Secondary; Biology (DA) 7-12; Math (EX) 7-12; Guidance & Counseling (NT) 7-12	12	13	14
Hartman, Lori	08/24/93	1993	18-Hour Continuing	Guidance & Counseling (NT) K-12; Secondary 7-8 All Subjects; English (BA) 9-12; Psychology (CE) 9-12	12	13	14
Shinkle, Linda	10/26/93	1993	Professional Education	Elementary K-5 All Subjects (K-8 Self CC); Social Science (CX) 6-8; Music Education (JX) 6-8	11.5	12.5	13.5
VanDam, Katie	07/09/92	1992	Professional Education	Secondary; Science (DX) 7-12; Mathematics (EX) 7-12	11.5	12.5	13.5
Shafer, Marty	01/20/94	1994	Professional Education	Secondary; Geography (CB) 7-12; History (CC) 7-12	11.25	12.25	13.25
Cullen, Deanna	07/28/94	1994	Professional Education	Secondary 7-8 All Subjects; Science (DX) 9-12; Biology (DA) 9-12; Chemistry (DC) 9-12	11	12	13
Gripton, Lori	07/28/94	1994	Professional Education	Elementary K-5 All Subjects (K-8 Self CC); Math (EX) 6-8; Language Arts (BX) 6-8	11	12	13
Mahan, Bryan	07/28/94	1994	Professional Education	Secondary; Science (DX) 7-12; Biology (DA) 7-12	11	12	13
Mallory, Christine	07/28/94	1994	18-Hour Continuing	Secondary 7-8 All Subjects; English (BA) 9-12; Art Education (LX) K-12	11	12	13
Mikkelson, Kirk	07/28/94	1994	Professional Education	Secondary; Biology (DA) 7-12; Mathematics (EX) 7-12	11	12	13
Semans, Lori	07/28/94	1994	Professional Education	Elementary K-5 All Subjects (K-8 Self CC); Mathematics (EX) 6-8; Early Childhood Ed PreK-K	11	12	13
Zweigle, Warren	07/28/94	1994	Professional Education	Secondary; Mathematics (EX) 7-12; Distributive Educ (GM) 7-12; Bus. Educ (GX) 7-12; Voc Mktg Ed (VM) 5-12	11	12	13
Reister, Karen	08/23/94	1994	18-Hour Continuing	Elementary K-8 All Subjects; Psychology (CE) Grade 9; Emotional Impairment (SE) K-12	11	12	13
Dorr, Marjorie	08/09/95	1995	Professional Education	Secondary; Geography (CB) 5-12; History (CC) 5-12; Political Science (CD) 5-12	10	11	12
Dorr, Marjorie (contd)				Sociology (CF) 5-12; Library Media (ND) K-12; Elem Educ K-8 All Subjects			
Goodrich, David	08/09/95	1995	Professional Education	Secondary; Health (MA) 7-12; Physical Education (MB) K-12	10	11	12
Sheesley, Tom	08/09/95	1995	Professional Education	Elementary K-5 All Subjects (K-8 Self CC); Geography (CB) 6-8; Mathematics (EX) 6-8	10	11	12
Sutton, Kathy	08/09/95	1995	Professional Education	Secondary 7-8 All Subjects; Health, Phys Ed. & Rec. (MX) K-12	10	11	12
Urban, Amy	08/09/95	1995	18-Hour Continuing	Elementary K-5 All Subjects (K-8 Self CC); Psychology (CE) 6-8; Cognitive (Mntl) Impairment (SA) K-12	10	11	12
Shalfoe, Wendy	08/28/95	1995	Professional Education	Elementary K-5 All Subjects (K-8 Self CC); Science (DX) 6-8	9.75	10.75	11.75
Mierz, John	06/24/96	1996	Professional Education	Elementary K-5 All Subjects (K-8 Self CC); History (CC) 7-12; Social Science (CX) 7-12	9	10	11
Johnson, Autumn	08/13/96	1996	Professional Certificate	Elementary K-5 All Subjects (K-8 Self CC); English (BA) 6-8; Emotional Impair. (SE) K-8	9	10	11
Lucas, Steven	08/13/96	1996	Professional Education	Secondary 7-8 All Subjects; History (CC) 9-12; English (BA) 9-12; Guide&Couns (NT) 7-12	9	10	11
Morningstar, James	08/13/96	1996	Professional Education	Secondary; Social Science (CX) 7-12; Physical Education (MB) 7-12	9	10	11
Russell, Greg	06/26/87	1996	30-Hour Continuing	Secondary 7-8 All Subjects; Science (DX) 9-12; Mathematics (EX) 9-12 (to classroom 1996)	9	10	11
Goodrich, Carrie	08/09/95	1995	Professional Education	Secondary; Earth/Space Science (DH) 7-12; Math (EX) 7-12; Guidance & Counseling (NT) 7-12	8	8.5	9

Hector, Kathy	07/28/94	1994	Professional Education	Secondary; Math (EX) 7-12; Business Educ. (GX) 7-12; Accounting (GA) 7-12	7.75	8.25	8.75	
Huizenga, Kurt	08/21/97	1997	Professional Education	Secondary; Biology (DA) 7-12; Health, Phys. Ed. & Rec. (MX) K-12	8	9	10	
Kahlo, Mike	08/21/97	1997	30-Hour Continuing	Secondary 7-8 All Subjects; History (CC) 9-12; English (BA) 9-12	8	9	10	
Reid, Kevin	08/21/97	1997	Professional Education	Elementary K-5 All Subjects (K-8 Self CC); Cognitive (Mntl) Impair (SA) K-8; Emot Impair (SE) K-8; Learn Disab (SM) K-12	8	9	10	
Rogers, Kathy	08/21/97	1997	Professional Education	Secondary; Art Education (LX) K-12	8	9	10	
Snell, Mike	08/21/97	1997	18-Hour Continuing	Secondary 7-8 All Subjects; Science (DX) 9-12; Agricul. Educ. (HX) 9-12; Vocat. Agrisci & Nat Res (VA) 9-12	8	9	10	
Trevino, Lori	08/21/97	1997	Professional Education	Secondary; German (FB) 7-12; English (BA) 7-12	8	9	10	
Trnka, Clayton	08/21/97	1997	Professional Education	Secondary; Geography (CB) 7-12; Psychology (CE) 7-12; Cognitive (Mntl) Impairment (SA) 7-12	8	9	10	
Buwalda, Marty	08/20/98	1998	Professional Education	Elementary K-8 All Subjects; Social Science (CX) Grade 9	7	8	9	
Christensen, Craig	08/20/98	1998	Professional Certificate	Secondary; Sociology (CF) 7-12; English (BA) 7-12	7	8	9	
Elliott, Brenda	08/20/98	1998	Professional Education	Secondary; Music Education (JX) K-12; Elem Ed. K-5 All Subjects (K-8 SCC)	7	8	9	
Gregory, Rhonda	08/20/98	1998	Professional Education	Elementary K-5 All Subjects (K-8 Self CC); Cognitive (Mntl) Impairment (SA) K-8; Emotional Impairment (SE) K-8	7	8	9	
Hanson, John	08/20/98	1998	Professional Education	Secondary; Science (DX) 9-12; Math (EX) 9-12	7	8	9	
Potter, Jan	08/20/98	1998	Professional Education	Elementary K-5 All Subjects (K-8 Self CC); Social Science (CX) 6-8	7	8	9	
Tate, Susan	08/20/98	1998	Professional Education	Secondary; Biology (DA) 7-12; Earth/Space Science (DH) 7-12	7	8	9	
Welsh, Linda	08/20/98	1998	18-Hour Continuing	Secondary 7-8 All Subjects; Business Educ (GX) 9-12; Voc Bus Serv (VB) 9-12; Phys. Ed. (MB) 912	7	8	9	
Foster, Shannon	08/20/98	1998	Professional Education	Elementary K-5 All Subjects (K-8 Self CC); English (BA) 6-8; Cognitive (Mntl) Impairment (SA) K-8	6.5	7.5	8.5	
Bond, Rae Lyn	08/26/99	1999	Professional Education	Elementary K-5 All Subjects (K-8 Self CC)	6	7	8	
Kittleson, Norm	08/26/99	1999	Professional Education	Elementary K-5 all Subjects (K-8 Self CC); Language Arts (BX) 6-8; Learn Disab (SM) K-8; Emot Imp (SE) K-8	6	7	8	
Lamiman, Angela	08/26/99	1999	Professional Education	Elementary K-5 All Subjects (K-8 Self CC); Social Studies (RX) 6-8	6	7	8	
Mahoney, Elizabeth	08/26/99	1999	Professional Education	Elementary K-5 All Subjects (K-8 Self CC)	6	7	8	
Malbouef, Vicky	08/26/99	1999	Provisional Certificate	Elementary K-5 All Subjects (K-8 Self CC); Language Arts (BX) 6-8	6	7	8	
Moon, Kimberly	08/26/99	1999	18-Hour Continuing	Elementary K-8 All Subjects; Art Education (LX) Grade 9; Cognitive (Mntl) Impairment (SA) K-12	6	7	8	
Reid, Terri	08/26/99	1999	Professional Education	Elementary K-5 All Subjects (K-8 Self CC); Social Science (CX) 6-8	6	7	8	
Friend, Bobbi	10/04/99	1999	Professional Education	Elementary K-5 all Subjects (K-8 Self CC); Language Arts (BX) 6-8	6	7	8	
Hicks, Karen	08/20/00	2000	30-Hour Continuing	Secondary 7-8 All Subjects; Science (DX) 9-12; Biology (DA) 9-12; Guide&Couns. (NT) K-12	5	6	7	
Love, Troy	08/24/00	2000	Professional Education	Secondary; Social Science (CX) 7-12; Physical Education (MB) 7-12	5	6	7	
Martin, Thomas	08/24/00	2000	Professional Education	Secondary 7-8 All Subjects; Vocational Technical (VT) 7-12; Industrial Technology (IX) K-12	5	6	7	
Stamm, Carl	08/24/00	2000	18-Hour Continuing	Elementary K-8 All Subjects; Social Science (CX) Grade 9; Science (DX) Grade 9	5	6	7	
Taranko, Derek	08/24/00	2000	Professional Education	Elementary K-5 All Subjects (K-8 Self CC); Science (DX) 6-8; Language Arts (BX) 6-8	5	6	7	
Henderson, Wendy	08/24/00	2000	Professional Education	Secondary; Mathematics (EX) 7-12; Business Education (GX) 7-12	4.4	5.4	6.2	
Christensen, Britney	08/23/01	2001	Professional Education	Elementary K-5 All Subjects (K-8 Self CC); Cognitive (Mntl) Impairment (SA) K-8; Emotional Impairment (SE) K-8	4	5	6	
Karaba, Debbie	08/23/01	2001	Provisional Certificate	Elementary K-5 All Subjects (K-8 Self CC)	4	5	6	
LeaTrea, Autumn	08/23/01	2001	Professional Education	Secondary; Biology (DA) 7-12; Mathematics (EX) 7-12	4	5	6	
Meinert, Dan	08/23/01	2001	Provisional Certificate	Elementary K-5 All Subjects (K-8 Self CC); Social Studies (RX) 6-8	4	5	6	
Bailey, Ronald	10/08/01	2001	Provisional Certificate	Elementary K-5 All Subjects (K-8 Self CC) Science (DX) 6-8; Language Arts (BX) 6-8	4	5	6	
Hector, Scott	08/23/02	2002	Professional Education	Secondary; Social Studies (RX) 7-12; History (CC) 7-12; Mathematics (EX) 7-12	3	4	5	
Bays, Jared	08/23/02	2002	Provisional Certificate	Secondary; History (CC) 7-12; Social Studies (RX) 7-12	3	4	5	
Beda, Mellissa	08/23/02	2002	Provisional Certificate	Elementary K-5 All Subjects (K-8 Self CC); Language Arts (BX) 6-8	3	4	5	

Knowles, Gabe	08/23/02	2002	Provisional Certificate	Elementary K-5 All Subjects (K-8 Self CC); Biology (DA) 6-8	3	4	5
Stoffan, Eileen	08/23/02	2002	Professional Education	Secondary 7-8 All Subjects; English (BA) 9-12; Journalism (BC) 9-12	3	4	5
VanderLeest, Bobbi	08/23/02	2002	Provisional Certificate	Secondary; Political Science (CD) 7-12; Speech (BD) 7-12	3	4	5
Weier, Lissa	08/23/02	2002	Provisional Certificate	Elementary K-5 All Subjects (K-8 Self CC); Mathematics (EX) 6-8; English (BA) 6-8	3	4	5
Hams, Jim	08/23/01	2001	Professional Education	Secondary; Math (EX) 5-12; Middle Level Specialization; Physical Education (MB) 5-12	2.51	3.51	4.51
Romine, Jody	08/23/02	2002	Professional Education	Secondary; History (CC) 7-12; Spanish (FF) 7-12; Middle School 5-9	2.4	3.4	4.4
Erndteman, Susan	08/26/03	2003	Cert. Social Work Reg.	Social Worker	2	3	4
McKinney, Heather	08/26/03	2003	Provisional Certificate	Secondary; English (BA) 7-12	2	3	4
Pardue, Elizabeth	08/26/03	2003	Provisional Certificate	Elementary K-5 All Subjects (K-8 Self CC); Mathematics (EX) 6-8	2	3	4
Bassett, Marianne	08/29/05	2005	Professional Certificate	Elementary K-5 All Subjects (K-8 Self CC); Speech & Language (SB) 6-12; English (BA) 6-8	0	1	2
Smies, Lindsay	08/29/05	2005	Provisional Certificate	Secondary; Psychology (CE) 7-12; English (BA) 7-12	0	1	2
Bogue, Jason	01/23/06	2006	Provisional Certificate	Elementary K-5 All Subjects (K-8 Self CC); Physical Education (MB) K-12		.5	1.5
Brown, Theresa	01/23/06	2006	Provisional Certificate	Secondary; Emotional Impairment (SE) K-12; Learning Disabilities (SM) K-12		.5	1.5
Thaler, Cara	08/28/06	2006		Preliminary School Psychologist		0	1
King, Tiffany	08/28/06	2006	Provisional Certificate	Elementary K-5 All Subjects (K-8 Self CC); Science (DX) 6-8; Math (EX) 6-8		0	1
Winczewski, Amanda	08/28/06	2006		Elementary Counselor		0	1
Johnson, Margaret	08/28/06	2006	Provisional Certificate	Elementary K-5 All Subjects (K-8 Self CC); Emotional Impair. (SE) K-12; Early Childhood Educ. PreK-K		0	.5
Mahan, Jill	08/28/06	2006	Provisional Education	Elementary K-5 All Subjects (K-8 Self CC); Language Arts (BX) 6-8		0	1
Pate, Hannah	08/28/06	2006	Provisional Certificate	Elementary K-5 All Subjects (K-8 Self CC); Language Arts (BX) 6-8; Early Childhood Educ. Pre-K-K		0	1
Roesler, Vanessa	08/28/06	2006	Provisional Certificate	Elementary K-5 All Subjects (K-8 Self CC); English (BA) 6-8		0	1
Shepherd, Stacy	08/28/06	2006	Provisional Certificate	Secondary; History (CC) 7-12; English (BA) 7-12		0	1
Taranko, Macy	08/28/06	2006	Provisional Certificate	Elementary K-5 All Subjects (K-8 Self CC); Language Arts (BX) 6-8; Social Studies (RX) 6-8		0	1

WITNESS:

In Witness Whereof, the parties have executed this Agreement by their duly authorized representatives on the _____ day of _____, 2006.

BOARD OF EDUCATION

Whitehall District Schools
Whitehall, MI 49461

By: _____
Donald E. Eilers, President

Laura M. Sikkenga, Vice President

WHITEHALL EDUCATION ASSOCIATION

By: _____
Mary Gallihugh, President

Robb Zoellmer, Vice President