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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. In the event that an administrator has a reasonable expectation that a matter may become disciplinary, it would be appropriate to remind the teacher of their rights to request representation. 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. Every effort shall be made to have the meeting occur within forty-eight (48) hours.

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 Information

In the event that a teacher's personnel file or general bargaining unit information is requested under the Freedom of Information Act, the school district shall notify the Association and teacher of said request and shall wait five (5) days before releasing the file. The teacher has the right to request the Association not be notified if the information requested is specific to them as an individual.

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.

Additionally, beginning in the 2008-2009 school year, an elementary teacher will have an additional fifty (50) minutes preparation conference time. In order to accomplish this goal the computer time currently offered will be provided by a non-bargaining unit, certified individual. As it relates to this position, if a substitute employee is used to provide the preparation time, then the movement to the salary schedule at fifty (50) days shall not apply.

The additional 50 minutes of preparation time may be provided in no less than 25 minute segments and may be provided in a way other than through computer instruction at the kindergarten grade levels.

The staffing of said Computer position with a non-bargaining unit member shall neither set a precedent nor constitute a practice. In the event that the staffing of the program is

not acceptable to the association, then the elementary preparation time will revert to the weekly and daily preparation time as described in Paragraph 1 above.

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. In the event that a principal requests a teacher to be at a meeting during his/her duty free lunch, and the teacher attends, he/she will be compensated according to Article 16B: section 6.

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.

L. Itinerant Staff

Each itinerant staff member shall have twenty (20) minutes of travel time allotted for travel between buildings, unless the buildings are less than ¼ mile apart in which case the travel time will be at least ten (10) minutes.

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 DK-5. The Board shall also strive to establish a maximum load per instruction period in grades 6-8 of 25, and in grades 9-12 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 last day of school, 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, except in cases of lay-off.

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 President and his designee.
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 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 G-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.

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 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 and highly qualified, if required, 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 continuous service and the teacher's certification.

The seniority list shall be published and posted conspicuously in all buildings of the District. The list will be posted for a period of thirty (30) calendar days. Bargaining unit members will have the opportunity to review and correct, if necessary, information on the list. At the end of the thirty (30) day period the Administration and the Association will meet to agree upon the official seniority list. Once the list is agreed upon, changes will not be accepted unless both parties agree.

To determine seniority of teachers with the same initial work date, a drawing shall occur to determine seniority ranking within the first month of employment. 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.

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, with reasonable details, 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.

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. The Association shall pay the cost of the substitute(s), if needed, 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. All three days shall be undeclared, but may not be used for other gainful employment. 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.
- b. 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.

- c. The teacher shall provide written notice of each personal leave two (2) days in advance except in case of an emergency by filling out a form provided by the Board which is attached hereto, as Appendix A. Days so used should not be deducted from sick leave.
- d. One (1) additional day may be granted by the assistant superintendent for personal business leave as defined above to tenure teachers.
- e. 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.

5. Family and Medical Leave

Employees meeting the eligibility criteria under the Family Medical Leave Act (FMLA) shall be eligible for up to twelve (12) weeks of unpaid leave for the following reasons:

1. Incapacity due to pregnancy, prenatal care or childbirth;

2. to care for the employee's child after birth, or placement for adoption or foster care;
3. to care for the employee's spouse, child, or a parent who has a serious health condition;
4. for a serious health condition that renders the employee unable to work;
5. to fulfill military family leave commitments (including up to 26 weeks of military exigency leave)

The Employer shall continue all health insurance benefits (medical only, not dental, vision, life, or LTD) during Family and Medical leave. Such leave may be taken on an intermittent or reduced schedule basis when medically necessary, subject to special provisions for educational employees under the Act. Upon return from leave, the employee shall be returned to the position held at the beginning of the leave or an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, should the employee's original position no longer exist.

Seniority shall continue to accrue for any bargaining unit member utilizing FMLA leave.

It is the intent of the parties to this Agreement to comply with the provisions of the Act, not to enhance any such provisions, unless otherwise specified herein.

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.

ARTICLE XVI: COMPENSATION

A. Schedule A Compensation

1. 2009-10 Salary Schedule

2009-2010 Salary Schedule				
STEP	BA	BA+20	MA/BA+30	MA+30/BA+60
1	37707	38836	39968	41099
1.5	38751	39932	41149	42333
2	39797	41026	42330	43566
2.5	40842	42120	43511	44799
3	41888	43215	44691	46031
3.5	42933	44310	45872	47264
4	43978	45404	47054	48497
4.5	45024	46498	48234	49730
5	46070	47593	49415	50963
5.5	47115	48686	50597	52196
6	48161	49782	51777	53429
6.5	49206	50877	52958	54662
7	50251	51971	54138	55895
7.5	51297	53066	55320	57127
8	52343	54160	56501	58360
8.5	53388	55255	57682	59594
9	54434	56348	58862	60827
9.5	55479	57443	60043	62060
10	56524	58539	61224	63293
10.5	57570	59632	62405	64527
11	58616	60727	63586	65760
11.5	59661	61821	64768	66993
12	60707	62917	65947	68226
13	61744	63984	67046	69356
14	61838	64081	67147	69458
15	61932	64178	67246	69562
16	62027	64275	67347	69664
17	62120	64372	67446	69767
18	62215	64469	67546	69869
19	62309	64567	67646	69972
20	62403	64663	67746	70074
21	62498	64761	67846	70177
22	62592	64858	67946	70280
23	62687	64955	68046	70383
24	62780	65052	68146	70485
25	62875	65149	68246	70589
26	62969	65246	68346	70691
27	63063	65344	68445	70794
28	63158	65441	68546	70897
29	63252	65537	68645	71000
30	63346	65635	68746	71102

2. 2010-11 Salary Schedule (.5% increase - not realized until 2011-12)

2010-2011 Salary Schedule				
STEP	BA	BA+20	MA/BA+30	MA+30/BA+60
1	37896	39030	40168	41304
1.5	38945	40132	41355	42545
2	39996	41231	42542	43784
2.5	41046	42331	43729	45023
3	42097	43431	44914	46261
3.5	43148	44532	46101	47500
4	44198	45631	47289	48739
4.5	45249	46730	48475	49979
5	46300	47831	49662	51218
5.5	47351	48929	50850	52457
6	48402	50031	52036	53696
6.5	49452	51131	53223	54935
7	50502	52231	54409	56174
7.5	51553	53331	55597	57413
8	52605	54431	56784	58652
8.5	53655	55531	57970	59892
9	54706	56630	59156	61131
9.5	55756	57730	60343	62370
10	56807	58832	61530	63609
10.5	57858	59930	62717	64850
11	58909	61031	63904	66089
11.5	59959	62130	65092	67328
12	61011	63232	66277	68567
13	62053	64304	67381	69703
14	62147	64401	67483	69805
15	62242	64499	67582	69910
16	62337	64596	67684	70012
17	62431	64694	67783	70116
18	62526	64791	67884	70218
19	62621	64890	67984	70322
20	62715	64986	68085	70424
21	62810	65085	68185	70528
22	62905	65182	68286	70631
23	63000	65280	68386	70735
24	63094	65377	68487	70837
25	63189	65475	68587	70942
26	63284	65572	68688	71044
27	63378	65671	68787	71148
28	63474	65768	68889	71251
29	63568	65865	68988	71355
30	63663	65963	69090	71458

3. 2011-12 Salary Schedule (.5% increase)

2011-2012 Salary Schedule				
STEP	BA	BA+20	MA/BA+30	MA+30/BA+60
1	38085	39225	40369	41511
1.5	39139	40332	41562	42757
2	40196	41437	42754	44003
2.5	41251	42542	43947	45248
3	42308	43648	45139	46492
3.5	43363	44754	46332	47738
4	44419	45859	47526	48983
4.5	45475	46964	48718	50229
5	46532	48070	49910	51474
5.5	47587	49174	51104	52719
6	48644	50281	52296	53965
6.5	49699	51387	53489	55210
7	50755	52492	54681	56455
7.5	51811	53598	55875	57700
8	52868	54703	57067	58945
8.5	53923	55809	58260	60191
9	54980	56913	59452	61437
9.5	56035	58019	60645	62682
10	57091	59126	61838	63928
10.5	58147	60230	63031	65174
11	59204	61336	64223	66419
11.5	60259	62441	65417	67665
12	61316	63548	66608	68910
13	62363	64625	67718	70051
14	62458	64723	67820	70154
15	62553	64821	67920	70259
16	62649	64919	68022	70362
17	62743	65017	68122	70466
18	62839	65115	68223	70569
19	62934	65214	68324	70673
20	63029	65311	68425	70776
21	63125	65410	68526	70881
22	63219	65508	68627	70985
23	63315	65606	68728	71089
24	63409	65704	68829	71192
25	63505	65802	68930	71297
26	63600	65900	69031	71400
27	63695	65999	69131	71504
28	63791	66097	69233	71608
29	63886	66194	69333	71712
30	63981	66293	69435	71815

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	2008-09
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	2008-09
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	2008-09
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	2008-09
SADD	3%
BPA	3%
CLOSE UP	3%
YEARBOOK	1%
Without related class	8%
With related class	6%
SCHOOL PAPER	3%
PHOTO CLUB	2%
SCIENCE OLYMPIAD	
HS (2)	4%
MS (2)	3%
DESTINATION IMAGINATION	4%
SCHOOL PLAYS/MUSICALS	
HS Play (1)	5%
HS Musical (1)	8%
MS	3%
Elem (2)	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

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. Part-time teachers with less than twelve (12) steps will advance a half-step each year if they do not meet the full-year minimums.
 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
 Choices II with the \$10/20 Drug Card effective 5-1-2010
 Adult Immunization Rider effective 5-1-2010
 Delta Dental Plan (with COB) E/007/(80/80/80);
 \$1300, Sealant Rider
 Vision (with COB) VSP-3 Plus

Negotiated Life	\$30,000, AD&D; WOP
Long-Term Disability	60% of eligible salary
	5,000 mo. maximum
	90 calendar days modified fill
	COLA
	Mental/Nervous same as illness
	ACL/Drug 2 year limit
	5% minimum payout
	Pre-existing waived
	SS offset
	Freeze on offsets
	2 yr. own occup.

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

- 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)	E/007/(80/80/80);
	\$1300, Sealant Rider
Vision (with COB)	VSP-3 Plus
Negotiated Life	\$30,000, AD&D; WOP
Long-Term Disability	60% of eligible salary
	\$5,000 mo. maximum
	90 calendar days modified fill
	COLA
	Mental/Nervous same as illness
	ACL/Drug 2 year limit
	5% minimum payout
	Pre-existing waived
	SS offset
	Freeze on offsets
	2 yr. own occup.

In addition, those selecting Plan B shall receive a cash amount equal to the Super Care I single subscriber rate for 2009-10 (\$7,062 annually to be spread across eighteen (18) pay periods. Payroll deduction shall be available to any teacher wishing to subscribe to any additional MESSA or MEA-FS program.

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

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

- 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:

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 March 15 each year in order to be eligible for the early notification payment for retirement effective June 30 of that year unless the March 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 .0055. 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

2009-2010 School Calendar

(district calendar for students is aligned – 38 hours of PD counted as instructional hours)

Aug. 31	Teaching Staff Returns	
Sept. 1	Professional Development	Orientation A.M. Building Open Houses – Shoreline & Ealy – 5:00-7:00 p.m. Middle & High School – 6:00-8:00 p.m.
Sept. 2	Professional Development	
Sept. 3	Professional Development	
Sept. 8	School Begins	Full Day All Students
Oct. 19	½ Day All Students – A.M. only	HS Conferences – (afternoon & eve.) K-8 Teachers – Professional Development in P.M.
Nov. 5	Full Day All Students	K-8 P/T Conferences - evening
Nov. 6	No students	K-8 P/T Conferences – all day
Nov. 19	Full Day All Students	1 st hour exams (HS only)
Nov. 23	Full Day All Students	1 st Period Exams (HS only) K-12 teachers in P.M. - records
Nov. 24	½ Day All Students – A.M. only	2nd & 3rd period exams (HS only) K-12 Teachers - Records in P.M. MS & HS Teachers – Records in P.M.
Nov. 25	½ Day All Students – A.M. only	4th & 5th period exams (HS only) K-5 Teachers - Records in P.M. MS & HS Teachers – Prof. Development in P.M.
Nov. 26-27	Thanksgiving Break – No School	
Nov. 30	New Trimester Begins	
Dec. 23-Jan.3	Holiday Break – No School	
Jan. 4	School Resumes	
Jan. 18	No Students	K-12 Teachers - Professional Development
Jan. 28	½ Day All Students – A.M. only	HS P/T Conferences (afternoon & eve.) K-8 Teachers – Professional Development in P.M.
Feb. 12-15	Mid-Winter Break – No School	
Mar. 2	Full Day All Students	1 st hour exams (HS only)
Mar. 3	½ Day All Students – A.M. only	2 nd & 3 rd period exams (HS only)

Mar. 4	½ Day All Students – A.M. only	K-12 Teachers in P.M. – Records 4 th & 5 th period exams (HS only)
Mar. 5	No Students	K-5 Teachers – Professional Development in P.M.
Mar. 8	New Trimester Begins	MS & HS Teachers – Records in P.M. K-12 Teacher Professional Development
Apr. 2	No School	
Apr. 5-9	Spring Break – No School	
Apr. 12	School Resumes	
Apr. 22	Full Day All Students	K-12 P/T Conferences - evening
Apr. 23	No Students	K-12 P/T Conferences (K-8 All Day; HS - 3 hrs)
May 28	No School	
May 31	Memorial Day – No School	
June 8	Full Day All Students	1 st hour exams (HS only)
June 9	½ Day All Students – A.M. only	2 nd & 3 rd period exams (HS only)
June 10	½ Day All Students – A.M. only	K-12 Teachers – Records in P.M. 4 th & 5 th period exams (HS only)
June 11	No Students	K-12 Teachers - Records in P.M. K-12 Teachers – Records in A.M.

Student Days 174 **Teacher Work Days** 183.5

2010-2011 School Calendar

(to be negotiated – 36 hours of PD counted as instructional hours, eliminate 1st teacher day)

Student Days 174 **Teacher Work Days** 182.5

2011-2012 School Calendar

(to be negotiated – 36 hours of PD counted as instructional hours)

Student Days 174 **Teacher Work Days** 182.5

ARTICLE XIX: DURATION OF AGREEMENT

This Agreement and all its provisions shall be effective upon the opening of the 2009-2010 school year.

This Agreement shall continue in full force and effect to and including August 31, 2012.

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 personal business obligations. 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' 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 _____

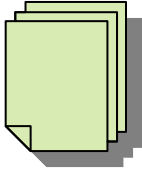
Additional
Comments: _____

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: LETTER OF AGREEMENT

LETTER OF AGREEMENT
between the
WHITEHALL EDUCATION ASSOCIATION MEA/NEA
and the
WHITEHALL DISTRICT SCHOOLS

RE: Teacher Evaluation and Pay for Performance

The Whitehall Education Association MEA/NEA, hereinafter referred to as “the Association”, and the Whitehall District Schools, hereinafter referred to as “the District”, hereby agree to the following regarding the above:

1. In December 2009, the Michigan State Legislature passed “reform” measures for public education in Michigan.
2. Included in those “reform measures” were mandates for 1) annual teacher evaluation based on rigorous, transparent, and fair standards, using student growth as a significant factor in the evaluation model and assessment, and 2) inclusion of “pay for performance” in teacher contracts.
3. Neither area could be completed within the timeframe of the most recent Association/District contract negotiations.
4. Therefore, the District and the Association, hereby agree to form a committee to negotiate models and language around both the teacher evaluation model and its implementation, and pay for performance.
5. The committee will be comprised of three (3) members from the Association, appointed by the Association, and three (3) members of the District, appointed by the District. Said members shall be appointed by June, 2010.
6. The Committee shall begin meeting regarding the above after the close of the 2009-10 school year (after the last scheduled school day for 2009-10).

For the Whitehall Education Association
MEA/NEA

For the Whitehall District Schools

Dated: _____

Dated: _____

APPENDIX F: AMENDED LETTER OF UNDERSTANDING

Letter of Understanding Between the Whitehall Education Association and Whitehall District Schools 07/15/08

RE: Trimesters

After thorough study, review and discussion of the trimester concept and with the belief that trimesters offer educational benefits to our students, such as, opportunities for additional courses, and enhancement of the core curriculum, the high school staff (grades 9-12) with Whitehall District Schools Board approval, has decided to implement the trimester program beginning with the 2007-2008 school year. Following is clarification on how trimester implementation will be addressed. Any issue not delineated will be handled according to language provided in the current contract.

1. Probationary High School teachers shall be evaluated twice per year, one time prior to the 1st of December, and one time thereafter, at least sixty (60) days prior to the end of the school year (May 1st). There shall be at least sixty (60) days between evaluations.
2. Teachers who substitute during their preparation period will earn 1 period of comp time or be paid \$18.00 for the period. For High School teachers, 5 periods of earned comp time will equate to one day.
3. The parties agree that, except as otherwise specifically provided in this Understanding, all contractual rights and standards shall be maintained.
4. If a High School teacher agrees to an irregular schedule, the agreement must be in writing and signed by the teacher and building principal. The Association President and Human Resources office will be notified prior to notification.
5. Each itinerant staff member assigned to the High School shall have twenty (20) minutes of travel time allotted for travel between buildings.
6. Per trimester, high school teachers shall not be required to teach more than two (2) subject areas (Math, English, P.E., Science, Music, Languages, etc.) nor more than a total of three (3) teaching preparations at one time. This provision shall not apply to Alternative Education, Special Education, and other positions that taught more than three (3) preparations before the trimester plan was implemented. The limits on the number of preparations above may be exceeded with the consent of the affected teacher and the Association or in order to avoid part-time teaching assignments.
7. The daily teaching load will be prorated based on four teaching hours. The maximum load will be no more than 33 students in any individual hour and 120 students per day, except for physical education which will be 39 students per hour and 150 students per day. These provisions shall not apply to instrumental and vocal music. In the event that a teacher

elects to teach a 5th course, this number will be adjusted to 150 students per day. In extenuating circumstances, caseloads and/or class sizes may be exceeded by one with the written consent of the teacher, Principal, and WEA President.

8. At the conclusion of the 2008-09 school year the administration shall meet with the high school staff and association leadership to review the concept and implementation of trimesters in order to make a recommendation to the Board of Education. Provided that the Board of Education approves the continuation of the Trimester philosophy, this letter of understanding shall remain in effect until ratification of a 2009-2010 contract.

APPENDIX G: LETTER OF AGREEMENT

**Letter of Agreement
Between the
Whitehall Education Association and
Whitehall District Schools
07/15/08**

RE: Schedule B Compensation

It is agreed the Administration and Association will jointly form a committee to study possible changes to the extra duty compensation schedule. This committee shall begin meeting no later than November 1, 2008 and shall present a proposal to Administration and the Association by June 30, 2009. It is agreed that both the Administration and Association must jointly agree on any changes to this schedule before they are added to the contract.

WITNESS:

In Witness Whereof, the parties have executed this Agreement by their duly authorized representatives on the 22nd day of March, 2010.

BOARD OF EDUCATION

Whitehall District Schools
Whitehall, MI 49461

By: _____
Ruth E. Grenell, President

Michael R. Sutton, Vice President

WHITEHALL EDUCATION ASSOCIATION

By: _____
John Mierz, President

Britney Christensen, Vice President