

MASTER AGREEMENT

between the

Waverly Board of Education

and the

**Ingham/Clinton Education Association/
Waverly Education Association, MEA/NEA**

July 1, 2011-June 30, 2013

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ARTICLE 1

Recognition

- 1.1 The Board hereby recognizes the Ingham-Clinton Education Association/Waverly Education Association, MEA/NEA hereinafter referred to as the Association, as the sole and exclusive bargaining representative, for wages, hours and working conditions, as defined in Section II of Public Act 379, Public Acts of 1965 for:

All full time and regular part time contracted professional teaching personnel, counselors, school social workers, school psychologists, and coordinators, that are certified, licensed, registered, or approved by the Michigan Department of Education or an appropriate governmental agency, and employed by the Board of Education of the Waverly Schools, including teachers on tenure and probation, but excluding all personnel with the power to hire, dismiss, or effectively recommend the hiring or dismissal of personnel, as well as administrators, supervisors, substitutes, nurses, aides, non-certified personnel, and all other employees.

The terms "teacher" or "employee" as used in this Agreement shall refer to the members of the above bargaining unit. The term "specialist," as used in this Agreement, shall refer only to those bargaining unit members whose employment is not regulated by the Teachers' Tenure Act.

- 1.2 The Board agrees not to negotiate with or recognize any teacher's organization other than the Association for the duration of this Agreement.
- 1.3 This Agreement shall be binding upon both parties and shall supersede any rules, regulations, practices, or individual contracts which are contrary to the specific terms of this Agreement.

ARTICLE 2

Negotiation Procedure

- 2.1 No later than April 30 preceding the expiration of this Agreement, the parties will begin negotiation for a new Agreement covering wages, hours, terms and conditions of employment of teachers.
- 2.2 Neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party; each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association; but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authorized to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- 2.3 If the parties fail to reach an agreement in any such negotiations, either party may invoke the services of the Michigan Employment Relations Commission.

- 2.4 Any teacher who is required by an outside authority recognized by this Agreement, to negotiate on behalf of the Association or to participate in the grievance procedure shall be released from regular duties without pay loss or penalty, provided the Association has used at least four (4) Association days during the current school year for purposes described in this Article. No more than five (5) teachers will be released under this provision in any one day unless specifically required by said outside authority.
- 2.5 An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4. This clause is included in this Agreement because its inclusion is required by state law.

ARTICLE 3

Communications

- 3.1 Dialogue Meetings
- A. Representatives of the administration and the teachers shall meet monthly at the District level, September through June, for the purpose of discussing matters of concern to either the administration or the teachers.
- B. Representatives of the Association and the Administration shall conduct a building level dialogue meeting each month, September to June, for the purpose of discussing and resolving safety, student discipline, and workload issues; additional agenda items may be added as needed. Summaries of these proceedings will be reported to the Superintendent and/or designee and the Association.
- 3.2 Upon agreement, ad hoc committees may be established as needed to address specific problems.
- 3.3 If the parties agree that a problem exists of mutual concern and appropriate for the reopening of negotiations, the committee, with approval of the co-chairperson, may submit the problem to the negotiating teams for their consideration. The final determination to reopen negotiations will be in the hands of the negotiating teams.

ARTICLE 4

Board Rights and Responsibilities

- 4.1 The Association recognizes that the Board has the responsibility and authority to manage and direct all of the operations and activities of the District to the full extent authorized by law and that, except as otherwise modified by a specific term of this Agreement, the Board retains all such rights. These rights, except as so modified herein, include the rights to:
- A. The executive management and administrative control of the District, its properties and facilities, and the activities of its employees during their working hours.

- B. Hire all teachers and, subject to the provisions of the law, determine their qualifications and conditions for their continued employment, or their dismissal or demotion, or the promotion or transfer of all such employees.
 - C. Establish levels and courses of instruction, including special programs, and provide for the athletic, recreational, and social events for students, all as deemed necessary and advisable by the Board.
 - D. The selection of textbooks and other teaching materials, the responsibility for the means and methods of instruction and the use of teaching aids of all types.
 - E. Determine class schedules, hours of instruction and the duties, responsibilities and assignments of employees with respect thereto. The exercise of the powers, duties, and responsibilities by the Board, the adoption of policies, rules and regulations in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- 4.2 Except as otherwise provided herein, all rules, regulations, policies, procedures and practices of the Board shall remain in full force and effect and may be changed and updated from time to time; but in no way shall they conflict with any of the provisions set forth in this Agreement.

ARTICLE 5

Association and Teacher Rights and Protection

- 5.1 The Board recognizes its obligations to the employees as set forth under Act 379 of the Public Acts of 1965.
- 5.2 The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied to all employees without regard to race, creed, religion, color, national origin, sex, marital status, height, weight, arrest record, disability, membership in, or association with the activities of any employee organization except as may otherwise be specified in this Agreement.
- Nothing in the above provision pertaining to employee arrest records shall be interpreted or applied to prevent the Board from taking action it is obligated or authorized to take under the Revised School Code or the Teachers' Tenure Act.
- 5.3 It is recognized that every employee has intrinsic worth. Diversity will be respected. Behavior which diminishes the dignity or self worth of any employee will not be tolerated. Any employee who believes her/his rights under this clause have been violated has the right to report any incident(s) to the appropriate administrator for further disposition.
- 5.4 Religious and political activities or lack of them in accordance with the Constitution of the United States and the laws of the State of Michigan shall not be grounds for discrimination with respect to the professional employment of any teacher.
- 5.5 The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the District, including but not

limited to annual financial reports and audits, register of certificated personnel, treasurer's reports, names and addresses of all teachers and agendas and minutes of all public Board meetings.

- 5.6 The Association and its members shall be permitted to use school building facilities when arranged for in advance or in accordance with school building use policy. One bulletin board per building, located in the faculty lounge shall be made available to the Association and its members and may be used by the administration for announcements of interest to teachers.
- 5.7 Mailboxes may be used for the distribution of Association communications.
- 5.8 School equipment which is used by a local Association member for classroom teaching may also be used by that person for local Association business except during normal class time and planning.
- 5.9 The local Association or its representatives may hold meetings in accordance with Article 7, Section 7 of this Agreement. No other teacher meetings will be held during the time of the local Association meeting. The request for a meeting place shall be made to the principal of the building. The local Association representatives shall be permitted to hold meetings in their respective buildings any day of the week when:
 - A. Other building meetings have not been scheduled.
 - B. The meeting is scheduled before or after the regular school day.
 - C. The meeting request is made in advance to building principal.
- 5.10 The Association representative may request that administrators be excluded from any meeting called by the Association.
- 5.11 No specialist shall be reprimanded and/or disciplined without just cause and due process. The District shall apply its rules, orders and penalties in an impartial and equitable manner. Specialists shall be forewarned of possible and/or probable disciplinary action. All investigations regarding specialist conduct shall be conducted fairly and objectively, and with the specialist's knowledge to the extent permitted by law.

The teacher or specialist shall, upon request, have the right to Association representation during any such investigation. Warnings and reprimands related to a teacher or specialist's performance or assigned duties shall be discussed privately between the teacher or specialist and principal except when either party requests the presence of an Association representative and/or a bargaining unit representative of his/her choice. Neither party shall delay discussion more than two (2) school days from the date initially requested by administration except by mutual consent.

- 5.12 A. The parties agree that most matters of concern can best be resolved informally through discussions between parents/guardians and teachers.
- B. Any parent/guardian having a complaint against a teacher and who has not lodged his/her complaint with the teacher, when appropriate, shall be referred to the teacher by the principal.
- C. Any parent/guardian who has not lodged his/her complaint with the teacher or principal shall be referred, when appropriate, to the principal by any other administrator who has been approached by that person with the complaint.
- D. Any written or verbal complaint from a parent/guardian received by an administrator about a teacher or a specialist or his/her job performance shall be called to the teacher or specialist's attention within two (2) school days and prior to any disciplinary action being taken on the complaint. The teacher or specialist shall receive a copy of any written complaint. The validity of the complaint shall be investigated by the administrator. The teacher or specialist shall be given an opportunity to respond to the complaint (including, where appropriate, a meeting with the parent/guardian) before any disciplinary or other corrective action is taken.
- E. In the event the nature of any complaint may cause a specialist's principal to question the ability of the specialist, no conclusion that the specialist is deficient in his/her performance shall be drawn without first conducting an evaluation consistent with the procedure outlined in Article 12.3.

5.13 **Personnel File**

- A. Each teacher shall have the right upon request to review the contents of his/her personnel file with the exception of those materials excluded from the definition of a "personnel record" in the Bullard-Plawecki Right to Know Act, such as the identity of a reference, medical records that are otherwise available to the employee, and student record information. This review shall be in the presence of an authorized administrator. A representative of the Association may, at the request of the teacher, accompany the teacher in this review.
- B. No material may be placed therein without allowing the teacher an opportunity to file a response thereto and said response shall become part of said file.
- C. Personnel records are intended for internal school use and as such are restricted according to law. In the event of legal action involving the school and the teacher employee, the personnel file may become part of the proceedings.
- D. In the event that a court order is presented for information from the personnel file, the teacher shall be notified immediately by who and for what reason the file was requested.
- E. Except as noted above, a copy of information from the teacher personnel file may not be released without prior written permission of the teacher unless release is required under the Freedom of Information Act. The teacher shall be notified of the request at least five (5) working days prior to the release of the information.

During the five (5) day period the teacher may bring evidence as to why the material requested does not fall within the purview of the Act.

- 5.14 Teachers shall be informed of a number that they can call to report unavailability for work. In order that the administration can best arrange for a substitute teacher, teachers will call the night before or by 6:00 a.m., if possible. Teachers are encouraged to make routine doctor and dentist appointments after school hours or during school breaks.
- 5.15 Whenever schools are closed due to inclement weather, teachers will not be expected to report. Whenever operational difficulties occur, teachers may be required to report to a District facility not affected by the operational difficulty. Days and hours of instruction that are cancelled due to inclement weather or other conditions specified in Section 101 of the State School Aid Act [currently six (6) allowable days] will be rescheduled to assure that the District receives unreduced pupil foundation allowances and other appropriations. Teachers shall work on such rescheduled days and hours for no additional compensation.
- 5.16 The Board shall provide the Association with the names of new teachers as they are employed and teachers when they are placed on tenure.
- 5.17 No teacher shall be prevented from wearing the usual and/or ordinary identification of membership in the Association either on or off school premises.
- 5.18 The Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of reasonable control and discipline in the classroom. The administration, and the Association and its members, will work together to provide a safe environment for students and staff. The Board shall publish for all students its adopted Student Code of Conduct. The Student Handbook and Code of Conduct shall be consistently applied and enforced. It is recognized that communication among all affected parties is essential to successful student intervention programs. Teachers and administrators will work together to provide appropriate information and support to effectively deal with school safety issues. The Association and Administration shall meet no less than once a month at the building level to review school safety and discipline-related matters. Whenever it appears that a particular pupil requires the attention of counselors, social workers, law enforcement personnel, physicians or other professional persons, the teachers shall assist the administration, who shall have authority to determine the type of help to be obtained and shall obtain such help.
- 5.19 Any case of assault (including physical assaults and threats of physical harm) upon a teacher shall be promptly reported to the Superintendent by the principal. The Board shall provide legal counsel, if requested, to advise the teacher of his/her rights with respect to such assault; and the Superintendent shall render assistance to the teacher in connection with handling the incident by law enforcement and judicial authorities. This shall not be construed to mean that the Board shall provide legal counsel in the event further legal action is taken by any of the parties concerned.
- 5.20 A loss of time resulting from complaints, assaults, investigations or legal action related to professional duties or position shall not be charged against a teacher unless he/she is finally adjudged guilty of a crime in a court of competent jurisdiction.

- 5.21 When theft or damage occurs to teacher owned property being used for instructional purposes, the District shall reimburse the teacher for actual cost of repairs or replacement to the extent not covered by other forms of individual insurance, when and if the following provisions have been met:
- A. Written prior approval from the building administrator was granted to the owner for instructional use of the specific teacher owned property.
 - B. When reasonable steps were taken by the teacher using the equipment to prevent theft or damage.
 - C. Adequate proof of loss is made.
 - D. Individual insurance coverage is fully attested to by teacher/owner in writing at the time of prior approval for use.
- 5.22 In the event that a teacher is unable to work because of a disability determined to be compensable under the Workers' Disability Compensation Act, the teacher may elect to receive the difference between his/her salary as of the date of the disability and the worker's compensation payment based upon said salary. Such payments by the Board shall be in an amount not to exceed the monetary value of the teacher's sick leave accumulation as of the date of said disability. Accumulated sick leave will be reduced in accordance with any such payments made by the Board. It is the intent of the parties that the teacher's accumulated sick leave will be combined with workers compensation wage loss benefits so that the teacher receives a gross amount (less required deductions) equal to his/her regular per diem salary.
- 5.23 Academic Freedom - Teachers shall be free to discuss findings and conclusions in their respective fields or areas of knowledge without interference from artificial restraints and censorship. New ideas based upon scholarly evidence, contemporary thought, and conflicting opinions among specialists may be freely discussed in the classrooms, and investigated by students. It is recognized that academic freedom carries with it certain responsibilities. Teachers shall not be one-sided or propagandistic in relation to knowledge, and conflicting theories and interpretations should be handled objectively.
- 5.24 The Association shall be entitled to one official representative on each committee where teachers are invited to participate. Said official representative may be selected by the Association.
- 5.25 The building principal shall provide a teacher handbook to all bargaining unit members.

- 5.26 The District shall take no action to comply with the No Child Left Behind Act of 2001, as amended, 20 USC 6301 et seq., that has an adverse impact on any bargaining unit member without first consulting with the Association. If the consultation does not take place within seven (7) days of the District's written request to consult, then the District may take the action it deems necessary to comply with NCLBA.

If the Association disagrees with the District's action to comply with NCLBA, then the Association and the District immediately will file a joint written request with the United States Department of Education asking whether the District's specific action to comply with NCLBA controls over a conflicting provision in the Agreement. If the United States Department of Education answers this question "no," then District will be required to comply with the provisions of this Agreement, and shall make whole the Association and its members for any adverse impact which violates the parties' collective bargaining agreement.

- 5.27 School Improvement Plans as required under the ESEA, which may affect the wages, hours or working conditions of bargaining unit members, shall be submitted to the bargaining representatives of the parties prior to implementation.

If the District transmits data to the Department of Education which might identify an elementary or secondary school for school improvement under 20 USC 6316 (b) paragraphs (1) or (5), or for corrective action under paragraph (7), or for restructuring under paragraph (8), unit members of the Association may review the school-level data, including academic assessment data, on which the proposed identification is based. If the WEA believes that the proposed identification is in error for statistical or other substantive reasons, the WEA may provide supporting evidence of its concerns to the District, which shall consider that evidence before making its submission to the Department of Education.

However, nothing in this section shall impede the District from complying with any reporting requirement or deadline with the Department of Education.

The Association and the Administration shall meet to explore remedies for any school identified as failing to meet AYP for a third consecutive year.

ARTICLE 6

Teaching Load and Working Conditions

- 6.1 A 9-12 teacher shall have no more than three (3) preparations unless agreed to by and between the teacher and the principal. In addition, each 9-12 teacher may be assigned one Freshman Focus or homeroom period daily. A middle school teacher shall have no more than three (3) preparations unless agreed to by and between the teacher and the principal. A preparation is defined as a different subject area or different grade level of instruction.
- 6.2 Class size shall be defined as the number of pupils per teacher within a classroom or teaching station.

- 6.3 A. When providing for educationally innovative programs, the limits established below shall not apply. Class size provisions shall be reviewed for the purpose of meeting adequate yearly progress (AYP) under the Elementary and Secondary Education Act.

<u>Instructional Maximum Level/Program</u>	<u>Limitation Per Class</u>	<u>Per Day</u>
<u>Elementary</u>		
Multi-age Classrooms	23	
Kindergarten (if half-day)	23	
Kindergarten (if full-day)	25 *	Does not apply
1	24** / 25*	Does not apply
2	24** / 26*	Does not apply
3-4	26	Does not apply
K-4 Special Subjects	26	Does not apply
<u>Intermediate</u>		
5-6 including Physical Education, Art, and General Music	26** / 27 *	Does not apply
Vocal Music	40	Does not apply
Band/Orchestra-Grade 5	30	Does not apply
Band/Orchestra-Grade 6	Not restricted	Does not apply
<u>Middle School</u>		
7-8	31** / 30 *	150
7-8 Exploratory/Elective/General Music	30	150
7-8 Choir	50	No limit
Band/Orchestra	Not restricted	No limit
7-8 Physical Education	40	210
7-8 Laboratory**	Number of student learning stations; not to exceed 30 stations	150
<u>High School</u>		
9-12	32	150** / 160 *
9-12 Music	Not restricted	No limit
9-12 Physical Education	40	200
9-12 Laboratory **	Number of student learning stations; not to exceed 30 stations; except Environmental Science and Astronomy which can have a limit of 28 students *	150

* (Effective 2012-2013)

** (Effective until June 30, 2012)

An accompanist (not a Waverly student) shall be available to Middle/High School Choir.

** 7 – 12 laboratory classes shall include art, computer lab, industrial arts lab, foreign language lab, science, typing/keyboarding, and cooking/sewing.

- B. No student class load per teacher shall exceed the above limitations on or after the Friday immediately after the fall membership count day under the State School Aid Act, unless there is mutual written agreement to waive the limitation between the Superintendent, the involved teacher, and the Association. In the latter event the teacher shall be compensated \$10 per student (per full instructional day, or pro-rated for the portion thereof) for each student in excess of the limitations established in 6.3.A. Specials teachers shall be compensated 1/5 of the above amount for each student in excess of the limitations established in 6.3.A.

When a teacher alleges that a class size, membership, or class composition is a problem and feels that the Building Principal did not respond appropriately, a Review Panel will meet to address the allegation. This Review Panel will consist of two (2) appointees of the WEA and two (2) appointees of the Board. The panel will schedule a meeting within five (5) work days to address the problem and provide a resolution to the problem within ten (10) work days of when the allegation was first filed.

When a class size is at or below the limits and a teacher alleges that a class size, membership or class composition is a problem and feels that the Superintendent (or designee) did not respond appropriately, an Impartial Advisory Panel will be established to review the allegation. This Impartial Advisory Panel will consist of one (1) appointee of the WEA, one (1) appointee of the Board and a mutually agreed upon third party. Panel members will not be Board members or school employees. The panel will schedule a meeting within five (5) work days of its origination to address the problem and provide a resolution to the problem within ten (10) work days of its initial meeting.

- C. In those classes which involve the integration of Special Education students into the regular classroom, an effort will be made to provide a favorable pupil/teacher ratio. Modification in class size, scheduling and curriculum design may be made to accommodate the shifting demands that mainstreaming may create. The School District will provide materials, pupil personnel and supportive services for the teacher and handicapped student, in keeping with each individual student's IEP (Individualized Education Program). To promote the equitable distribution of responsibility for mainstreamed pupils among teachers, when more than one classroom placement may be available to accommodate the pupil's schedule, a pupil who has been determined to be eligible for Special Education through the IEP (or current term) will be placed in the appropriate program, as defined by the IEP Team, which is best able to consider the severity of the individual handicap and/or needs of the student, the overall size of the classroom and the number of such students placed in a given classroom.
- D. As part of the elementary curriculum, the Board recognizes the benefit of special subject teachers in the areas of art, music, and physical education.

- 6.4 Bargaining unit members shall not be required to do substitute teaching except in an emergency and only until a substitute teacher reports for duty. Whenever a bargaining unit member is required to substitute during a scheduled planning period, he/she shall be compensated at his/her per diem rate of pay or proration thereof. Every effort will be made to equalize these responsibilities among bargaining unit members.

- 6.5 Acceptance of student teachers shall be voluntary. Money received by supervising teachers shall be consistent with the policy of the participating university.
- 6.6 Teachers will have readily available lesson plans for review by the appropriate supervisor and for use by substitutes.
- 6.7 All teachers shall furnish proof that they are free from tuberculosis if required by law.
- 6.8 The Board and the Association agree that the Board may, for just cause, request physical or psychiatric examinations for any teacher from a qualified examiner selected by the Board at the Board's expense.
- 6.9 Where they now exist, and in all new facilities, the Board shall provide a restroom, lunchroom, and faculty room with a sink and lavatory facilities for exclusive use by adults.
- 6.10 A multiple-line telephone shall be available in each faculty room for teachers in the building for local calls only. This facility shall be installed prior to the beginning of the school year. Long distance calls may be made only with the approval of the building administrator. Personal long distance calls shall not be charged to the school.
- 6.11 Upon the request of the majority of teachers in each building, the following machines shall be installed in faculty lounges: one (1) coffee maker, one (1) soft drink machine, and one (1) food machine. The Association representative may order a vending machine from a local vendor. The teachers in each building shall decide on the use of proceeds obtained from these machines; and they shall bear any cost related to stocking the machines, installation, removal of all or any one of the three (3) machines.
- 6.12 Parking facilities closest to the school building shall be designated as faculty parking. These facilities shall be maintained in a safe condition.
- 6.13 Materials will be available in the building supply office or may be requested through the building principals.
- 6.14 With notification to the building principal or his/her designated representative, teachers may leave the building during an individual plan time. Notification consists of signing out. Teachers must sign in at least five (5) minutes before their next scheduled obligation.
- 6.15 Except for emergencies such as fire, tornado or similar circumstances, all call announcements during class via intercom shall be limited as follows:
- A. Grades 5-12. Three (3) times per day as agreed by the principal and teachers.
 - B. Elementary (K-4). Two (2) times per day as agreed by the principal and teachers.
- 6.16 In general, teachers shall not be expected to provide direct supervision of students arriving at school prior to the assigned starting time. It is recognized by the Board and the Association that indirect supervision is a continuous responsibility of the teachers.

- 6.17 Under emergency conditions, and with permission of the principal, a teacher may leave before the end of the day. If the principal, or assistant principal, is not available, the teacher shall notify the school secretary.
- 6.18 Teachers are expected to indicate to the Board as soon as possible if they do not intend to return for the coming school year. Any teacher knowing on or before February 15 that he/she will not return the following school year shall file a notice of such intent with the Personnel Office on or before such date. Any teacher determining after such date that he/she will not return the following school year will immediately upon knowing, file a notice of such intent with the Personnel Office. Recognizing the assistance such notice will be to teachers desiring transfers, the Association will make every effort to encourage compliance with the provisions of this paragraph by its membership.
- 6.19 Provisions will be made for serving lunches for teachers separate from provisions made for serving students.
- 6.20 The Board shall provide adequate facilities for the teacher in which to teach. Special education itinerant staff, including Teachers of the Speech and Language Impaired, school social workers, school psychologists, and teacher consultants shall be provided a workspace that includes a telephone in each building that they serve. This workspace may be shared among itinerant staff.
- 6.21 No specialist will be intentionally threatened, disciplined, reprimanded, punished, discharged or denied any professional advantage directly or indirectly by the Board, its administrators or other representatives due, in any way, to the specialist having filed a complaint as defined in Part 1 (R340.1701(g) of the Special Education Rules, participating in the resolution of such complaint as provided in Part 8 of the Special Education Rules concerning "Complaints" (340.1852) or filing a report with the Intermediate School District pursuant to Section R340.1853 of the Special Education Rules.
- 6.22 Teachers assigned to more than one (1) building shall be provided, upon request, in each schools' lockable storage. Each such teacher shall be entitled to a desk in the school of the teacher's choice.
- 6.23 When a general education teacher is assigned a student from a special education program, the general education teacher shall not be expected to perform maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render care or maintenance of exceptional bodily functions related to the student's impaired condition. If delivery of such medical school health services is necessary to provide a student with a free appropriate public education in the least restrictive environment, those services shall be provided by a qualified person other than a general education teacher. In each such case, a determination shall be made in regards to the individuals who shall provide the services and persons to whom the services may be delegated.

Where clean intermittent catheterization, nasal suctioning, tracheotomy care and similar procedures are necessary to maintain a student in the classroom, all teachers and service providers (e.g. school social workers) of that student will be provided with appropriate training. This training shall consist of an explanation of the procedures for delivery of the health service, emergency measures which may be necessary on

occasion due to the student's impaired condition, and persons to whom the performance of the services may be permissibly be delegated.

For those special education teachers assigned to severely impaired students who require medical services as noted above, and who may be providing those services, or delegated to provide those services, training will be such that they are able to attain the required expertise to perform their assignment. Teachers will be given release time for this training and may apply this time to time required for Professional Development.

- 6.24 On days of pupil instruction where parent-teacher conferences are also held at the Kindergarten level, full-time Kindergarten teachers will be released from classroom instructional responsibilities in order to accommodate the additional time needed to prepare for and conduct parent-teacher conferences.

ARTICLE 7 Teaching Hours

- 7.1 **Teaching Hours** The daily class time shall be:

	<u>Elementary K-4</u>	<u>East</u>	<u>Middle</u>	<u>H.S.</u> **
Student/class starting time	8:30	7:38	7:22*	7:40
Student/class dismissal time	3:30	2:30	2:43	2:35

* This start time is necessary due to the U.S. Department of Education School Improvement Grant (SIG) and will revert to the starting time of 7:50 at the termination of the grant funds and/or requirements.

** Additionally, the parties recognize and agree that five (5) minutes will be added to the High School daily teaching hours beginning in 2012-2013.

Kindergarten will be three (3) hours and ten (10) minutes. The kindergarten times (for a half day program) at the buildings (actual times of instruction) will be as follows:

8:30 – 11:40 12:20 – 3:30

By mutual consent the above starting and ending class times at any level or building may be increased; however, as a result of that modification class times shall conclude no later than 3:30 pm. In the event that it becomes necessary in the future, due to legislative enactment or due to a proposal of either party in subsequent negotiations, to add student instructional days, it will be recognized that the reduced number of days in the 2006-07 calendar did not reflect a reduction in student instructional hours or the instructional workload of teachers, but instead denoted a reorganization of those conditions, which shall become part of any subsequent negotiations if days are added.

7.2 **Teacher Duty**

- A. Teachers shall be on duty five (5) minutes before and ten (10) minutes after the starting and dismissal time for students.
- B. On Fridays and the day preceding a holiday vacation, teachers may leave as soon after dismissal as is consistent with student safety and control.
- C. In order to provide for student safety and control during hazardous or emergency conditions, teacher duty time may be extended, except in individual extenuating circumstances.

7.3 Teachers shall be available beyond the regularly scheduled workday for the following:

- A. Parent and/or student conferences pre-arranged with teacher.
- B. Open house, walk through and/or P.T.O. meetings. A maximum of three (3) being mandatory, unless excused by the building principal. Teachers should be notified of the dates and times, two weeks prior to the scheduled event.
- C. Other functions by mutual consent or on a voluntary attendance basis.
- D. Districtwide parent/teacher conferences. These conferences should be scheduled at least two weeks in advance.
- E. Teachers may raise concerns regarding workload demands and seek resolution through the dialogue process outlined in 3.1.B.

7.4 Staff meetings are to total no more than eighteen (18) hours per year which shall include building level professional development as delineated in Article 10.22, Section B. Building level professional development shall be scheduled in no less than one (1) hour time periods. No meeting shall go beyond ninety (90) minutes after student dismissal.

Bargaining unit members will have the opportunity to give input into the preparation of the agenda. The agenda shall be published to all staff members on the Friday prior to the scheduled meeting date. If an on-staff coach has a scheduled practice or contest during a staff meeting, they will be excused from attendance at that meeting. The coach will be responsible for obtaining all information relayed at the staff meeting and will be expected to carry out any responsibilities assigned to them as a result of the staff meeting.

Staff meetings will not be scheduled on Mondays immediately following a Friday where classes were not held due to a school holiday or a scheduled school break.

7.5 K-6 teachers shall be entitled to a duty-free, uninterrupted lunch period of no less than forty (40) minutes;. 7-12 teachers shall be entitled to a duty-free, uninterrupted lunch period of no less than thirty-five (35) minutes as part of the additional fifteen (15) minutes being added to the student day in 7.1.

7.6 Planning Time

- A. High school (9-12) teachers shall have one (1) of their assigned regular classroom periods for planning.
- B. Middle School (7-8) teachers shall have one (1) of their assigned regular classroom periods for planning on a daily basis.
- C. Intermediate school (5-6) classroom teachers shall have one (1) forty-eight (48) minute planning period on a daily basis for planning. Special subjects teachers in grades 5-6 will not be assigned more than thirty-three (33) sections per week.
- D. Elementary school (K-4) classroom teachers shall have not less than five (5) forty-five (45) minute planning periods per week. These shall be scheduled at least one (1) per day unless otherwise agreed upon by the teacher and the principal.
- E. K-4 special subjects teachers will not be assigned more than twenty-nine (29) sections per week. A "section" for the latter purpose shall be defined as a forty-five (45) minute teaching period for grades 1-4 or a combination of two (2) teaching periods totaling forty-five (45) minutes for kindergarten.

Every special subjects teacher who teaches in an elementary school shall have both a duty-free lunch and no less than forty-five (45) minutes planning time in one or two parts, no part being less than fifteen (15) minutes in duration, every instructional day. Additionally, elementary special subjects teachers shall have no less than five (5) minutes of transition time scheduled between the sections they teach.

Special subjects teachers who are assigned to teach in more than one building shall have a start and end time aligned with one of the buildings to which they have been assigned, as determined by the administration not later than October 1. Furthermore, the District shall provide a reasonable amount of time for travel between buildings for such teachers, taking into account the time that may be needed to pack up for traveling, as well as the time needed to set up upon arrival. This travel time shall not impinge upon the teacher's lunch or planning time.

- F. It is recognized that counselors shall have sufficient planning time to implement their instructional duties.

- 7.7 Each year, by the second Friday of student attendance, the Association shall establish a calendar for Association meetings. These meetings will be held on Tuesday following the regularly scheduled teacher workday. Twelve (12) meeting days shall be reserved in advance with one (1) additional Tuesday per year available with twenty-four (24) hour notice to the Superintendent. The above limitations shall not apply to meetings reserved as part of the contract ratification procedure.

7.8 Flexibility for Teacher Specialists

Teacher daily hours, break or planning periods, limits on after school meetings and other similar limitations, are intended to be applied to regular education classroom teachers and not to restrict the ability to meet program and student needs by such certified personnel as counselors, special education teachers, teacher consultants and program coordinators. When varying from the normal contract work hours, an appropriate work schedule shall be agreed to by the specialist with the prior approval of the District.

ARTICLE 8 Professional Compensation

- 8.1 The basic salaries of teachers covered by this Agreement are set forth in Appendix A which is attached to and incorporated into this Agreement. Such salary schedule shall remain in effect for the duration of this Agreement. The rate of salary for teachers employed less than full-time shall be based on the following formula applied to the appropriate salary track and experience level:
- A. At the elementary level, the rate shall be determined on the basis of the amount of time assigned to the part-time teacher as a percentage of the total teaching time assigned to a full-time teacher in an equivalent assignment.
 - B. At the middle school, the rate for each exploratory and elective class assigned to a part-time teacher will be one-fifth (1/5) of the appropriate full-time salary.
 - C. At the high school, the rate for each class assigned to a part-time teacher will be one-fifth (1/5) of the appropriate full-time salary.
 - D. If a part-time teacher is assigned to more than one building, the rate of salary shall be determined for each building independently as described above and then added together. Additional compensation shall then be added for travel time between buildings based on the rate applied to the level to which the teacher is primarily assigned. The primary assignment is the level at which the greater percentage of time is assigned to the teacher.
- 8.2 Rates of pay for extra curricular duties covered by this Agreement are set forth in Appendix B. Teachers shall inform the District at the time they sign their contract the form they choose for their extra curricular stipend payment. The options shall be:
- A. Lump sum payment at end of activity.
 - B. Prorated payment of stipend included in the remainder of their regular bi-weekly paychecks.
- 8.3 Tax deductions on teacher lump sum payments shall be made according to the available payroll program which provides the closest approximation of normal biweekly levels of deductions. Any changes in lump sum tax deduction programs will be discussed with the Association.

- 8.4 The "BA+20", "MA+15", "MA+30" and "MA+45", in the salary classification refer to semester hours of credit earned subsequent to the time the appropriate degree was conferred. A bargaining unit member who has earned a PhD will be placed on the MA+45 salary classification provided that the degree is either within the bargaining unit member's area(s) of certification or the program content is approved by the Board for salary placement purposes. Effective July 1, 2000, bargaining unit members holding Master's Degrees from programs requiring forty-five (45) or more credits shall be placed on the salary schedule at MA+15.
- 8.5 Credit shall be given for a minimum of three (3) years of successful teaching, or equivalent experience in other systems or in other work. However, in order to continue to attract qualified teachers to the Waverly District, at the discretion of the Board, credit may be given for up to twelve (12) years. It is understood that this section will not result either in any gain or in any loss or penalty to a teacher first employed in the Waverly District prior to the effective date of the successor contract to the 2008-2010 Master Agreement. First year teachers who have completed an approved teacher preparation program requiring an internship of actual student teaching experience equaling 28 or more weeks of classroom teaching, shall be placed on Step One of the appropriate salary schedule.
- 8.6 A written statement from the teacher advising that he/she expects to complete eligible courses (as defined below) must be submitted before August 15. An official transcript or a letter of confirmation from the accredited university or college must be submitted to the Administration before October 1 or the salary increase will be deducted in the next check. When a letter of confirmation is used, an official college transcript must follow no later than February 1 of the current school year. If the official college transcript is not submitted to the Personnel Office by February 1, the salary increase will be deducted in equal portions from subsequent checks.

In order for such credits to be eligible to be applied to the salary schedule, the course(s) shall meet one or more of the following criteria:

- A. Be within the teacher's major or minor field of study.
- B. Have a direct relationship to the teaching assignment, the District's curriculum or educational services, or teaching methods.
- C. Be within an approved program leading toward an advanced degree in education or additional certification.

A teacher may request approval of a community college course that meets one or more of the above standards. Such approval must be requested from the administrator responsible for the Personnel Office prior to course enrollment.

Any alteration to the above standards accomplished with the 2006-2007 Master Agreement shall not cause the salary schedule placement of any bargaining unit member made prior to that date to be decreased because the earlier placement conflicts with the revised standards.

- 8.7 All teachers of special education and alternative education/job skills shall receive Four Hundred Five Dollars (\$405) over the adopted salary schedule. Special Education shall be that as defined by law.

8.8 Department/Committee Chair Stipends

- A. Every staff member shall be assigned to a department or grade. K-6 elementary buildings shall receive One Hundred Dollars (\$100) per FTE teacher and all other buildings shall receive One Hundred Fifty Dollars (\$150) per FTE teacher for the payment of department or committee chair stipends.
- B. Elementary/Intermediate (K-6) Committee/Department Chair Stipends

The following procedures shall be used in the K-6 buildings to fill committee/department chair positions:

1. Compensation shall be provided for committee/department chair work that has a direct relationship to the building-level school improvement, District-wide school improvement, the curriculum, or the Strategic Plan.
2. At the beginning of each school year, the building staff shall have an opportunity to provide input into what committee/department work they would like to undertake for the coming school year. The procedure for receiving staff input shall be clearly outlined in writing by the Building Improvement Team (BIT) and the building principal. A summary of the input received shall be distributed to the building staff. Thereafter, the BIT and the building principal (based on the input received) shall mutually determine the committee/department chair positions to be funded for the ensuing school year.
3. The building principal shall provide a synopsis of how the committee/department work and chairs were determined to the Superintendent (or designee).
4. Volunteers shall be sought for each of the funded committee/department chair positions. The members of the affected committee/department, in collaboration with the building principal, shall appoint their chair.
5. The committee/department chairs, in conjunction with the BIT and building principal, shall decide the appropriate amount of compensation for each chair.
6. Compensation may be provided for committee members, with the approval of the building principal in conjunction with the BIT.

- C. Elementary (K-4) Schedule B Stipends

The following procedures shall be used in the K-4 elementary buildings to fill Schedule B positions:

1. The application for and the acceptance of Schedule B positions shall be voluntary. The building principal shall appoint persons to these positions from the available pool of applicants giving first consideration to those persons who are currently filling these positions.

2. It is agreed that an individual BIT and building principal may choose to supplement the stipend for an Elementary Schedule B position from its Article 8.8 funds for additional work done at the building level.
- A. Secondary (7-12) Department Chair Stipends
1. In grades 7-12, the department chairs, in conjunction with the building principal, shall decide the appropriate amount of such payments. No department chair shall be compensated less than \$150.
 2. Volunteers shall be sought for each of the department chair positions. The members of the affected department, in collaboration with the building principal, shall appoint their chair.
- E. Guidelines/Timelines for Chairperson Appointments
1. All selections for Schedule B positions and building level chairs should be completed prior to September 30 as provided for under Article 8.8, unless an unusual situation is determined to have delayed this process. The BIT and the building principal will inform the Superintendent (or designee) of the reasons for the delay and shall be granted an extension not to exceed thirty (30) days.
 2. The stipend for appointments occurring after September 30 will be prorated, unless the delay is a result of a decision by the administration to delay the recommendation for the appointment.
- 8.9 All teachers' salaries shall be paid not less than twice each month on the 1st and 15th of each month. If the regularly scheduled payday falls on a weekend or holiday, payment shall be made on the preceding Friday. This provision shall only be implemented at the start of a new school year, and until this provision is implemented, all teachers' salaries shall continue to be paid every two weeks.
- Teachers who have authorized direct deposit shall make a written election to be paid over either a ten month or a twelve month period. Teachers wishing to change from one system to the other must notify the Business Office, in writing, before July 1, in order to change their payroll deduction for the succeeding school year. Teachers who have not authorized direct deposit and teachers who have authorized direct deposit but who do not have a written election on file (i.e., 10 month or 12 month) shall be paid over a ten month period.
- 8.10 If a payday falls during a vacation period, checks (i.e., for those teachers who have not authorized direct deposit) shall be mailed two business days prior to the regular payroll date falling during the vacation period.
- 8.11 The District agrees to remit premiums for insurance benefits as follows:

A. To full-time teachers:

1. Health Insurance

- a. Full family health hospitalization protection as indicated below:

(1) MESSA Choices II

- \$100/\$200 in-network deductible;
- \$5 OV copay; \$25 ER copay; \$10 UR copay;
- \$10/\$20 RX copay

The bargaining unit member will be responsible to pay the premium difference between Choices II and the District's premium contribution through payroll deduction, as specified below.

- (2) Teachers enrolling in health insurance shall have the option to pay any additional health insurance premium, which exceeds the Board's contribution (below), through a salary reduction agreement. The bargaining unit member shall make this payment through payroll deduction. The teacher's payment amount shall be the difference between the actual health plan cost and the Board's contribution amount (as indicated below). These payments will be spread over the number of pay periods for the year that the subscriber has elected.

The District's insurance premium contribution shall be:

Singles: - \$583.60 per month (effective July 1, 2011 until March 1, 2012);
 - \$600 per month (effective March 1, 2012 to June 30, 2012)*;
 - \$550 per month or eighty percent (80%) of the premium rate on July 1, 2012, whichever amount is less (effective July 1, 2012)

Two persons: - \$1,280.22 per month (effective July 1, 2011 until March 1, 2012);
 - \$1,350 per month (effective March 1, 2012 to June 30, 2012)*;
 - \$1,250 per month or eighty percent (80%) of the premium rate on July 1, 2012, whichever amount is less (effective July 1, 2012)

Family: - \$1,375.62 per month (effective July 1, 2012 until March 1, 2012);
 - \$1,400 per month (effective March 1, 2012 to June 30, 2012)*;
 - \$1,375 per month or eighty percent (80%) of the premium rate on July 1, 2012, whichever amount is less (effective July 1, 2012)

*The March 1 date is based on the assumption that both parties will ratify the 2011-2013 contract on or before that date.

2. Options

For teachers who do not enroll in health insurance, the employer will provide a cash option in lieu of health benefits. The cash option shall be Two Hundred Dollars (\$200) per month to invest in tax-exempt cafeteria options on a salary reduction assignment basis, including variable options available through the Michigan Education Special Services Association (MESSA) or to receive as cash. Effective upon ratification of the 2011-2013 Master Agreement, this amount shall increase to Two Hundred Fifty Dollars (\$250) if 23 or more bargaining unit members select this option. The amount of the cash payment received may be applied by the bargaining unit member to a tax deferred annuity through a salary reduction agreement. Any amounts exceeding the employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever the contribution subsidy amount changes for the group. The employer shall formally adopt a qualified plan document, which complies with Section 125 of the Internal Revenue Code. All cost relating to the implementation and administration of benefits under this program shall be borne by the employer.

3. Life Insurance

Twenty-Five Thousand Dollars (\$25,000) in District provided term life insurance with AD&D. Effective July 1, 2012, said life insurance shall be provided through MESSA PAK.

4. Dental Insurance (80/80/80/70 Plan)

- a. Eighty percent (80%) benefit for routine, diagnostic, preventative, x-rays, restorative, oral surgery, endodontic, periodontic, and prosthodontic services with no less than a One Thousand Dollar (\$1,000) maximum benefit per individual per contract year.
- b. Seventy percent (70%) benefit for orthodontic services with no less than a lifetime maximum of One Thousand Five Hundred Dollars (\$1,500) per patient.
- c. Dental benefits shall be without deductible.
- d. Dental carrier shall be selected by the District through June 30, 2012. Effective July 1, 2012, the dental program meeting the above specifications shall be provided through MESSA PAK.

5. Vision Insurance

Vision carrier shall be selected by the District through June 30, 2012. Benefits and services will be comparable to MESSA VSP3 until June 30,

2012. Effective July 1, 2012, vision benefits shall be VSP-2 Silver as provided through MESSA PAK.

6. **Long Term Disability**

The Board will provide full premiums toward the purchase of a long-term disability plan. The plan will provide the following benefits:

\$4,500 monthly maximum payment.

60 day waiting period; effective July 1, 2012: 90 calendar day waiting period with modified fill.

66 2/3% of salary

The LTD carrier shall be selected by the District through June 30, 2012. Effective July 1, 2012, LTD shall be provided through MESSA PAK according to the above specifications.

B. To regular part-time teachers hired prior to July 1, 2012:

1. Teachers contracted on a regular part-time basis of fifty percent (50%) or more will receive:
 - a. Health hospitalization and/or insurance option benefits with the Board's premium contribution pro-rated according to their percentage of full-time employment.
 - b. Same dental, vision, and LTD benefits for full time teachers, as outlined in Section 8.11 (A) (4) through (6) above.
2. Teachers contracted on a regular part-time basis of less than fifty percent (50%):
 - a. Are not entitled to health hospitalization or insurance options benefits. They are, however, eligible to participate in a self pay, payroll deduction basis.
 - b. Are not entitled to dental, long-term disability or vision insurance.
3. Teachers who are involuntarily reduced to part-time status because of a reduction in staff will continue full insurance benefits.

C. To regular part-time teachers hired after July 1, 2012:

1. Teachers contracted on a regular part-time basis of fifty-five percent (55%) or more will receive:
 - a. Health hospitalization and/or insurance option benefits with the Board's premium contribution pro-rated according to their percentage of full-time employment.
 - b. Same dental, vision, and LTD benefits for full-time teachers, as outlined in Section 8.11 (A)(4) through (6) above.

2. Teachers contracted on a regular part-time basis of less than fifty-five percent (55%):
 - a. Are not entitled to health hospitalization or insurance option benefits. They are, however, eligible to participate in a self pay, payroll deduction basis.
 - b. Are not entitled to dental, long-term disability or vision insurance.
 3. Full-time teachers who are involuntarily reduced to part-time status because of a reduction in staff will continue to have insurance premium contributions made on their behalf of twelve (12) months after the effective date of the reduction.
- D. A teacher who is unable to complete the school year and who is placed on an approved medical leave of absence, shall be entitled to receive District provided insurance coverage for the remainder of the current insurance year, September 30. To be eligible for this benefit, the teacher shall have been on regular employment or on approved leave with pay from the opening of the school year up to and including the last workday of October.
- E. The period of insurance coverage shall extend from October 1, through September 30, annually.
- F. Those teachers terminating their employment effective the end of the school year shall have deducted from their last paycheck the amount required, in addition to District subsidy, to maintain their premium through September 30. Retiring teachers shall notify Human Resources of MSPERS insurance coverage start date, at which time District insurance shall be discontinued.

8.12 Mileage Reimbursement

- A. Teachers who are regularly assigned by the District to travel between two buildings not more than once every day that school is in session shall be reimbursed One Hundred Forty-Five Dollars (\$145) per semester.
- B. Teachers who are regularly assigned by the District either (a) to travel between two buildings more than once every day that school is in session or (b) to travel among more than two buildings on a daily basis shall be reimbursed Two Hundred Forty-Five Dollars (\$245) per semester. This stipend shall be applied in lieu of Section 8.12A, and, shall not be used in conjunction with 8.12A.
- C. Travel to more than one building less than on a daily basis will be pro-rated under Section 8.12 A or B.

8.13 Per Mile Reimbursement

- A. Vocational teacher coordinator travel - vocational teacher coordinators who are regularly assigned to travel to work locations outside the District will be reimbursed at the current IRS maximum per mile rate not to exceed One

Thousand Thirty-Five Dollars (\$1,035) per year. Reimbursement shall require the express knowledge and approval of the District prior to the mileage being incurred.

- B. The following conditions shall apply to all reimbursement under Section 8.13:
1. Reimbursement shall not apply to:
 - a. Travel to and from home.
 - b. Travel to and from a meal, unless the meal is eaten at the work destination location.
 - c. Travel to and from voluntary meetings after daily school hours.
 - d. Travel involving Association business.
 2. Teachers shall be reimbursed for mileage when required to attend meetings/trainings outside the District. The mileage allowance for all such meetings/trainings will be calculated starting at Central Office to the destination and returning to Central Office.
 3. The travel which shall be allowable or not allowable under this provision may be clarified by the District from time to time. Such clarification shall be provided in writing to the teachers, and to the Association.
 4. It is expressly understood and agreed by the Association and the District that this agreement for transportation reimbursement does not represent a lease agreement for teacher owned automobiles.
 5. All reimbursement for travel expenses under Section 8.13 shall require substantiation of mileage actually driven. Said substantiation shall be provided as a District provided log, listing, date, time, location and miles. The District reserves the right to establish fair and consistent mileage allowance between and among regularly visited work locations. Travel log forms shall be submitted no later than the 10th of each month for the preceding month.
- 8.14 Teachers who terminate their contract shall be paid at the regular contractual daily rate based upon the total number of yearly workdays as negotiated, pro-rated to the actual number of days worked.
- 8.15 Additional extra-curricular positions may be added during the duration of this Agreement by the Board of Education. The position description and accompanying stipend to be established by the Board, acting upon the recommendation of the Superintendent. New positions established by the Board will be paid on a percentage schedule consistent with existing format.
- 8.16 When teachers or extra-curricular personnel incur any authorized expense, the District will reimburse the expense within forty-five (45) days.

8.17 **Appendix A - Salary Schedule**

2011-2012: The Salary Schedule in effect for the 2011-2012 school year shall be as depicted in Appendix A. Upon ratification of this Agreement, teachers shall be advanced to the next step and lateral salary column for which they are eligible in comparison to their placement on the 2010-2011 Salary Schedule. No such salary adjustments will be made retroactively to any date prior to the date on which the Board and the Association have both ratified the successor contract to the 2010-2011 Master Agreement. However, this shall be not limit retroactivity of lateral column advancements in the 2011-2012 school year if that is the result of a final and unappealed order in MERC Case No. C11 K-206, *Ingham-Clinton Educ Ass'n/Waverly Educ Ass'n v Waverly Cmty Schs Bd of Educ.*

Additionally, full-time teachers will receive a one-time payment of four hundred dollars (\$400), and part-time teachers will receive a prorated payment of the four hundred dollars (\$400) based on their percentage of employment in relation to the employment of a full-time teacher. This off-schedule payment is limited to the 2011-2012 school year and is not a continuing obligation of the Board for any succeeding period.

2012-2013: The Salary Schedule in effect for the 2012-2013 shall be the same as the 2011-2012 Salary Schedule. At the beginning of the 2012-2013 school year, teachers will advance one step beyond the step on which they were placed at the conclusion of the 2011-2012 school year. All full-time teachers will also receive a one-time payment of three hundred fifty dollars (\$350) (pro-rated for part-time teachers). This off-schedule payment is limited to the 2012-2013 school year and is not a continuing obligation of the Board for any succeeding period. Teachers shall continue to be eligible for lateral column advancement based upon their academic attainment, with those adjustments made for eligible teachers at the inception of the 2012-2013 school year.

8.18 **Appendix B – Extra Curricular Activities Salary Schedule**

Appendix B rates for 2011-2012 and 2012-2013 shall be as reflected in the Appendix B Schedule.

8.19 **Salary Schedule Increment Credit**

Full yearly employment shall be defined as a full school day on all teacher workdays for the school year.

- A. A teacher who is employed less than twenty-five percent of full yearly employment and who is employed for the next year, shall not be eligible for a step advancement.
- B. A teacher who is employed less than seventy-five percent but twenty-five percent or more of a full year of employment and is employed for the next year, shall be eligible for a one-half step advancement for the next year.
- C. A teacher who is employed for seventy-five percent or more of full yearly employment and who is employed for the next year shall be eligible for a full step advancement for the next year.

ARTICLE 9

Agency Shop

- 9.1 The Board agrees that it shall be a condition of employment that all currently employed teachers, and any new teachers employed by the Board, shall within thirty days (30) days after commencement of employment, either:
- A. Cause to be paid to the Association the uniformly required membership fee for the Waverly Education Association, Michigan Education Association and National Education Association; or
 - B. Cause to be paid to the Association a Service Fee as established by the Association.
 - C. In the event the service or membership fee is not paid, the Board, upon receiving a written and signed complaint from the Association indicating the teacher has failed to comply with this condition, shall process said complaint in accordance with the following procedures:
 - 1. The amount of the Service Fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the Service Fee by non-members shall be activated thirty (30) calendar days following the MEA notification to non-members of the fee for that given school year.
 - 2. At the close of the thirty (30) calendar day notification period regarding the amount of the Service Fee for that school year, the Association shall provide to the District a list of non-members who are responsible for paying the fee. The Association shall review the list with the District and determine from the list of non-members those who have failed to remit the Service Fee or have failed to authorize the appropriate payroll deduction for the remainder of the school year.
 - 3. The Association shall then notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) calendar days for compliance, and shall further advise the recipient that a request for wage deduction will be filed with the Board in the event compliance is not effected.
 - 4. If the bargaining unit member fails to remit the Service Fee or authorize deduction for same, the Association shall request the Board to make such deduction pursuant to the procedures outlined herein.
 - 5. The Board upon receipt of a request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the Service Fee to the Association or

authorized payroll deduction of same. The Board shall hold the due process hearing at its next regularly scheduled meeting subsequent to the Association making its request for the deduction.

6. If as a result of the due process hearing, it is determined that the bargaining unit member has failed to remit the Service Fee to the Association or has failed to authorize a payroll deduction of same, the District shall begin payroll deducting the Service Fee beginning with the next pay period following the hearing. The deductions shall be spread-out in equal amounts over the remaining pay periods of the current school year, with the final payment due in the last pay of the regular school year payroll schedule.
- D. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a policy regarding "Objections to Political-Ideological Expenditures – Administrative Procedures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy 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 such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
 - E. The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for Service Fees, the amount of said professional fees and the amount of Service Fee to be deducted by the Board, and that said representation fee includes only those amounts permitted by this Agreement and by law.
 - F. Further, the Association agrees to promptly notify the Board in the event a Court order, an Order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association. In the event of the entry of such an Order or arbitration award, the Board shall have the right to immediately suspend involuntary wage deduction under this Article and shall promptly give notice of any such decision to the Association.
- 9.2 The Association agrees to indemnify and save the Board, its agents and each individual school board member, harmless against any and all costs, claims, demands, suits or other forms of liability that may arise out of or by reason of action by the Board for the purpose of complying with the agreements herein above set forth, so long as said cost, claims, demands, suits or other liability has not resulted from negligence, malfeasance or malfeasance of the Board or its agents.

- 9.3 Prior to the Friday of the first pay of the school year, the Association shall deliver to the Personnel Office a list of bargaining unit members with continuing authorization for payroll deduction and provide written authorization from newly hired bargaining unit members who have consented to payroll deduction of the membership or service fee, as provided in Section 9.1. Such authorization shall continue in effect from year to year unless revoked in writing in accordance with the provisions of said authorization form. Pursuant to such authorization, starting with the second regular pay of the school year and continuing on each regular pay thereafter through and including the last pay of the regular school year schedule, the District shall deduct in equal amounts the authorized membership or representation fees. Deduction for teachers employed after the commencement of the school year shall be appropriately prorated to complete the authorized deduction by the last pay of the regular school year schedule.
- 9.4 Fees and dues check-off remittance shall be made monthly to the Association.
- 9.5 Upon appropriate written authorization from the teacher the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, or any other plans or programs jointly approved by the Association and the Board.
- 9.6 Charitable donations may be deducted from the salary of any teacher so long as:
- A. Each donation is no less than Twenty Dollars (\$20) per year.
 - B. The deduction shall be limited to January through June.
 - C. Appropriate written authorization is provided.

ARTICLE 10

Leaves

- 10.1 **Sick Leave** - Sick leave is earned and credited at the rate of twelve (12) days per year with an unlimited accumulation. Previously accumulated sick leave plus twelve (12) days shall be credited at the beginning of each school year for all full-time teaching personnel. Accumulated sick leave for part-time teaching personnel shall be prorated.
- See Article 15 for value of accumulated sick leave upon retirement.
- 10.2 **Chargeable Leave** – Leaves of absence with pay chargeable against the teacher's sick leave allowance shall be granted for the following reasons:
- A. Illness, injury or disability of the bargaining unit member. A bargaining unit member may not use sick leave days for any days of absence beyond the waiting period for LTD benefits, unless the bargaining unit member is ineligible to receive LTD benefits. If LTD benefits are received, the bargaining unit member may elect to use accumulated sick leave to receive the difference between the LTD benefit and the teacher's regular daily rate. In that event, a proportionate deduction shall be made from the bargaining unit member's accumulated sick leave.

- B. Ten (10) days per period of illness of a family member, or dependent living in the household. Additional days may be granted by the Superintendent.
- C. Ten (10) days per death of a family member, or dependent living in the household. One (1) day for attendance at funerals of persons outside the extended family. Additional days may be granted upon written application to the Superintendent.
- D. Donation of Leave Days – In the event a bargaining unit member exhausts his/her accumulated leave, he/she or another Association member may request the donation of sick days from all other employees in the District for an occurrence of a long term illness, injury, or disability in excess of yearly allotted or accrued leave.

Days will be donated and used according to the following procedures:

1. District employees may donate up to three (3) leave days after the Superintendent (or designee) approves the request. The total donations for a single leave request shall not exceed sixty (60) days.
2. Donations must be submitted in writing to the Personnel Office.
3. Days donated will be used in the order of receipt by the Personnel Office, using all donations from the same bargaining unit first.
4. The Personnel Office shall notify the donating employee in the event his/her donated day(s) are used.
5. Donated days will be used until such time as the employee reaches LTD eligibility.

10.3 Personal Business Leave - Three (3) days personal business leave with pay, chargeable to sick leave shall be granted. If a teacher leaves before the second semester, he/she shall be entitled to one (1) personal business leave day. Personal leave will not be granted the day before or the day following a holiday, or on the first or last day of the semester, or during parent-teacher conferences, except where excused by the District's Personnel Office.

- A. The District reserves the right to limit personal business leaves to not more than ten (10) from the District. Whenever possible, at least three (3) days advance notice shall be required, which may be waived by the Personnel Office.
- B. Denial of a single personal business leave day request may be appealed in writing to the Personnel Office. If the appeal is denied, then the employee may use two (2) personal business days to have the denied day approved.
- C. In the event of an emergency (not vacation) situation as determined by the Personnel Office, a teacher may use up to two (2) additional personal business days chargeable to the teacher's sick leave.

10.4 **Extended Illness Leave** Any tenure teacher whose personal illness extends beyond the period compensated under the sick leave provision shall be granted a leave of absence without pay for such time as is necessary for recovery, but the total length of time not to exceed three (3) years. Probationary teachers whose illness extends beyond the period of compensation under the sick leave provision shall be granted a leave of absence without pay for such time as is necessary for recovery, but the length of unpaid time shall be in accordance with the provisions of the Family and Medical Leave Act (FMLA). The Superintendent, upon written application from the probationary teacher, may extend the probationary teacher's unpaid leave beyond the provisions of the FMLA. Proof of recovery shall be at the teacher's expense and may be verified by a Board named physician at Board expense.

10.5 **Childbirth, Child Care, Adoption Leave**

A. **Disability Leave Chargeable to Sick Leave**

1. A pregnant teacher may be absent for the period limited to medical disability in connection with childbirth. Such absence is charged to her available sick leave and does not alter her employment status with the District.
2. A pregnant teacher may continue in active employment as late into her pregnancy as she is physically able to perform all duties of her position and so long as she is not physically incapacitated.
3. The District reserves the right to be furnished statements of the teacher's physical condition from the attending physician and to require examination by a District named physician. Examination by a District named physician shall be at Board expense.

B. **Child Care/Adoption Leave**

1. A teacher, upon request, shall be entitled to a Child Care Leave of Absence for a period of time not to exceed one school year or the remainder of the school year in which the leave is granted, whichever shall occur first. Upon return from a Child Care Leave, a specialist shall be entitled to return to the same or similar teaching position; however, the specialist may be subject to reduction of personnel provision as stipulated in Article 16. Child Care Leaves shall be without pay and without benefits.
2. Said teacher shall notify the District in writing of his/her desire to take such leave and his/her intent to return and shall give such notice no less than thirty (30) days prior to the date on which his/her leave is to begin. The written notice shall indicate the expected date of the start of the leave and shall state the anticipated date of return. The thirty (30) day limit for prior notification may be waived by the District.
3. As nearly as possible, the beginning date of leave and the date of return should conform to the beginning or ending of a marking period.

4. A teacher granted a Child Care Leave shall not use a medical leave chargeable to sick leave.

C. Extended Child Care Leave Without Pay

1. A teacher whose Child Care/Adoption Leave expires may request an Extended Child Care Leave Without Pay of up to but not to exceed the next full school year.
2. Such requests shall be received in the Personnel Office, in writing, on or before March 1 of the previous year.
3. A specialist's return to active employment following an Extended Child Care Leave shall be subject to the return from leave provisions of this Article.

10.6 **Professional Leave** - Leaves of absence up to one (1) year without pay shall be granted upon application to tenure teachers with three or more years in the Waverly District, when notice is given sixty (60) days prior to the end of the school year with confirmation prior to June 1 for the following purposes:

- A. Further study related to the teacher's certification.
- B. Study to meet eligibility requirements for a certificate other than that held by the teacher.
- C. Study, research, or special teaching assignment related to the teaching responsibilities in the school system. Leaves of absence without pay may be granted if application is made later, but only when adequate replacement can be found. Leaves of absence may be extended at the discretion of the Board. The salary schedule increment shall continue when the teacher is leaving for advanced study at the written request of the school system.

10.7 **Short Term Leave Without Pay** - A Short Term Leave is intended for a personal emergency not covered by other leave provisions of this Agreement. A written request for a Short Term Leave Without Pay shall be submitted through the building principal or appropriate supervisor to the Superintendent or the Superintendent's designee. The written submission shall include the reasons for the request. Approval or denial of the leave request shall be at the discretion of the District and shall not provide grounds for grievance under Article 14 of this Agreement.

10.8 The following leaves shall be available only to tenure teachers:

- A. Extended Illness Leave with Provision for Probationary Teachers
- B. Professional Leave
- C. Peace Corps and Vista Leave
- D. Teacher Exchange Leave
- E. Political Leave
- F. Extended Leave of Absence

- 10.9 **Peace Corps and Vista Leave, Etc.** - Leaves of absence without pay shall be granted up to two (2) years to any teacher who joins the Peace Corps or Vista, etc. as a full time participant in such program. Any period so served shall be treated as time taught for purposes of increments specified in the salary schedule.
- 10.10 **Teacher Exchange Leave** - The Board and the Association recognize that a teacher exchange between a teacher in Waverly and a teacher in another country can be of value to both the teacher and the Waverly students. Therefore, Waverly tenured teachers, with at least three (3) years of service in the Waverly Schools, may take part in teacher exchange programs. While a teacher in an exchange program, the teacher will receive his/her regular salary and benefits. Any period so served shall be treated as time taught in Waverly for purposes of increments specified in the salary schedule. It is understood that the Waverly Schools will be obligated for one salary and benefits only.
- 10.11 **Sabbatical Leave** - A sabbatical leave up to one (1) year shall be granted upon the approval of the Superintendent and the Board of Education. The following regulations govern requests for such leaves:
- A. The teacher must complete seven (7) years of continuous service in the Waverly Schools before he/she can be a candidate for consideration by the Board. Ten (10) years of noncontinuous service with the Waverly Schools with three (3) years immediately preceding the application shall also qualify.
 - B. Sabbatical leaves may be granted to qualified staff for research, writing, study, or travel, that are shown to be relevant to improving the applicant's work in the Waverly Schools as determined by the Superintendent.
 - C. Requests for leave must be submitted in writing to the administration by March 1.
 - D. The teacher will maintain his/her employment status.
 - E. The teacher shall furnish a final report to the Superintendent by June 1 to demonstrate that all of the requirements of the leave are being met. The requirements would be mutually determined by the teacher and the Superintendent prior to approval.
 - F. A specialist returning from sabbatical leave will be restored either to the position from which leave was taken or to a substantially equivalent position for which he/she is certified and qualified under the standards set forth in Section 12.1(B) of this Agreement.
- 10.12 **Association Leaves** In the following Section (10.12), reference to the Association and Association President shall refer to the Local Association and Bargaining Unit President.
- A. The District shall grant association released time for the President, not to exceed forty (40) one-half days each school year. Use of this time shall not exceed six (6) one-half days in any one calendar month, except by mutual agreement to extend the monthly maximum.

1. The Association shall reimburse the District the first ten (10) days at One Hundred Dollars (\$100) each (or Fifty Dollars (\$50) per half day) and remaining days will be reimbursed per diem salary of the Association President for released time used under this provision. Additionally, the Association shall reimburse the District for all employer contributions made to the Michigan Public School Employees Retirement System attributable to the salary paid for the released time.
2. Association released days shall be arranged no less than two (2) days in advance, except that, immediate approval shall be granted when it is mutually agreed that a personnel problem exists necessitating immediate Association attention.
3. The Association President will be considered to be employed full time in the School District and will receive all the benefits derived from the Waverly Schools.

- B. **Association Days** It is agreed that officers of the Association may be invited from time to time during the school year to participate in Association related activities such as workshops, leadership conferences and the like which would warrant their absence from the classroom. For this reason, the Board agrees to grant the Association up to fifteen (15) special leave days to be used by teachers who are its officers or agents. Actual time off must be requested and arranged in advance with the Administration. Requests made within fortyeight (48) hours of intended absences need not be processed. When in the opinion of the Association President and Superintendent, personnel problems exist necessitating his/her immediate presence, immediate leave shall be granted and charged against this provision.

The Association will reimburse the District for the cost (if any) of substitutes for these leave days as well as for all employer contributions made to the Michigan Public School Employees Retirement System attributable to the salary paid for these days.

- 10.13 **Military Leave** – To the extent provided by law, military leaves of absence shall be granted to any teacher in the Waverly Schools who shall be inducted or who enlists for military duty to any branch of the Armed Forces of the United States. Teachers on military leave shall be given the benefit of any increments, seniority and sick leave allowance which would have been credited to them had they remained in active service to the school system during the period of their military service. Provisions of this leave are also applicable to the obligations of the National Guard which would demand time away from a teaching position.

Nothing in this provision is intended to confer upon a teacher any rights in excess of those provided under the Uniformed Services Employment and Re-Employment Rights Act (USERRA) or its successor legislation.

10.14 **Political Leave** - The Board shall grant upon written request, a leave of absence without pay or advancement on the salary schedule, to any teacher to campaign for or serve in public office. This leave shall be limited to one (1) term, renewable at the discretion of the Board. If unsuccessful in being elected, the teacher shall return to full time employment the September next following the date on which the candidacy was voted upon, or at an earlier date commensurate with the needs of the school system. While serving in any public, elective or appointive position not requiring full time leave, a teacher shall be granted, on written request, up to ten (10) days leave without pay, provided that such days of leave are necessary for and related to the performance of duties of such public position. No more than two (2) teachers shall be eligible for this type of leave during the school year.

10.15 **Jury Duty Leave** - When required to serve on jury duty, or subpoenaed as a witness, the employee shall be paid the difference between his/her regular salary and the compensation for jury duty. Proof of jury duty must be provided to the payroll department.

10.16 **Conference Leave** - The conference bank shall contain the sum of Two Hundred Fifty Dollars (\$250) per bargaining unit member per year to cover all personal professional development conference-related costs in accordance with Article 10.22, Section A.

A. Guidelines:

1. A Conference Bank Committee consisting of two (2) teachers appointed by the Association and one (1) administrator appointed by the Superintendent shall establish the guidelines, which govern the conference bank.
2. The Administration shall administer the conference bank in accordance with the established guidelines.
3. A teacher whose conference request is denied under these guidelines may appeal the decision to the bank committee. The decision of the committee shall be final and not subject to the grievance procedure.
4. With respect to teachers whose attendance requires a substitute teacher, the administration may limit the number of such leaves on the same day to a maximum of six (6) from the District.
5. At the end of each term, the conference bank committee shall meet to review and revise the guidelines, as deemed necessary.

B. Administrative Requests: Upon request of the Superintendent, or his/her designated representative, a teacher may attend professional conferences or extra curricular related activities without deduction from conference allowances.

10.17 Any specialist who willfully violates his/her sick leave or who willfully misrepresents any statements or conditions under said policy shall be subject to progressive discipline as follows:

First Offense - Forfeiture of ten (10) sick leave days and a written reprimand.

Second Offense - Forfeiture of all accumulated sick leave and a letter of reprimand which may include a warning that a further offense will lead to discharge.

10.18 Extended Leave of Absence Without Pay or Benefits

- A. An extended leave of absence may be granted by the District for purposes not covered by other leave provisions of this Agreement.
- B. Such a leave shall require confirmation by the Board of Education.
- C. An Extended Leave of Absence shall be granted only at the discretion of the District. Conditions thereof and return to active employment shall be solely at the discretion of the District as pre-determined in writing at the time of granting the leave.
- D. An Extended Leave of Absence shall be without pay and benefits.

10.19 Sick Leave Carry Over - When on leave, the amount of sick leave will be that which the teacher had immediately prior to the leave.

10.20 Return from unpaid leave taken under this Agreement shall be as follows:

- A. The teacher must provide written notice of intent to return by March 1 [or sixty (60) days prior to the expiration of the leave where the end of the leave does not coincide with the end of the regular school year]. This requirement does not apply to leave under the Family and Medical Leave Act (see 10.4) to or military leaves taken under Section 10.13 of this Agreement. For those leaves, teachers shall provide notice of their intent to return from leave within the maximum allowable time for such notice under those laws.
- B. If a teacher does not provide the written notice of intent to return from leave by the above deadlines or does not return to an offered assignment at the expiration of leave, such failure shall constitute the teacher's voluntary resignation.
- C. A specialist who provides timely written notice of intent to return from leave will, according to the following conditions, be restored either to the position from which leave was taken or to a substantially equivalent position for which he/she is certified and qualified.

A specialist's right to return from leave is subject to the other provisions of this Agreement, including those pertaining to layoff and recall.

- 1. A specialist returning from leave shall be assigned to a vacant position for which the returning specialist is certified and qualified. If there is no vacant position for the returning specialist, the lowest senior probationary specialist (if any) assigned to a position for which the returning specialist is certified and qualified will be laid off to accommodate the return of the more senior specialist.

2. If a specialist cannot be restored from leave in the manner described above, he/she will be placed on the recall list under Article 16 of this Agreement.

10.21 **Salary Schedule Increment Credit** - Salary increment credit for Extended Illness Leave shall be given up to a maximum of one year, but in no event extend beyond the year in which the Extended Illness Leave began. All other time on Unpaid Leaves (with the exception of Military Leave) shall not be counted as time toward salary increment increases. Provided, however, that any days worked prior to the commencement of the unpaid leave or upon return from the unpaid leave during a given school year shall be prorated as time worked in accordance with Article 8.19. Full yearly employment shall be defined as a full school day on all teacher workdays for the school year.

10.22 **Professional Development** -The District and the Association desire to set forth their understandings and agreements regarding compliance with the professional development requirements of Sections 1526 and 1527 of the Revised School Code. The Board and the Association declare their continued commitment to school improvement, professional development, and the enhancement of instructional effectiveness. The parties additionally recognize an important component of both school improvement and professional development involves the collaboration among teachers and administrators regarding the curriculum, teaching methodology and related matters. Professional development hours will be conducted on the days and hours designated for that purpose on the school calendar and in this Article. Teachers are expected to attend all District-wide and building level professional development days.

A. District-wide Professional Development

District-wide/District level and District-wide/building level professional development hours will be conducted on the days and hours designated for that purpose on the school calendar. The administration will consult with department chairs and school improvement chairs in designing District-wide professional development.

B. Building Level Professional Development/Staff Meetings

To support the parties' commitment to professional development, building level professional development time (in accordance with Article 7.4) will be scheduled on days designated as staff meeting days and shall total the following number of hours for the school year:

- grades K-4 shall have fifteen (15) hours
- grades 5-8 shall have twelve (12) hours
- grades 9-12 shall have eighteen (18) hours.

Such time shall be scheduled in at least one (1) hour blocks. Building level professional development activities shall be designed to comply with the requirements of Section 1527 of the Revised School Code and Section 101 (10) of the State School Aid Act. Professional development time shall be utilized for ongoing curriculum development, school improvement, and other activities aligned with improving instruction and enhancing student achievement. The Building Improvement Team (BIT) and administration shall be responsible for developing and implementing building level professional development activities.

C. Personal Professional Development

Teachers are encouraged to engage in personal professional development activities in accordance with Article 10.16, Conference Leave, and funding for such activities shall be provided as prescribed under Article 10.16.

- D. As a condition of continued employment, each probationary teacher subject to the professional development requirements of Section 1526 of the Revised School Code (or its successor provision) shall complete those requirements within the time provided by statute. When meetings for this purpose are scheduled at the conclusion of the school day, they shall conclude not later than 5:00 p.m. The Board is not obligated to additionally compensate the probationary teacher for either the time connected with completion of these requirements or for other associated costs such as enrollment, course and/or registration fees. The District scheduled professional development meeting referenced in this section shall not be obligatory but is one of the options available to the teacher to satisfy the requirements of Section 1526 and this provision.

ARTICLE 11
Assignments, Transfers, Vacancies and Promotions

- 11.1 Specialist positions are considered vacant when bargaining unit member(s) holding the position(s) are discharged, quit, retire, transfer, are promoted, or the member otherwise permanently vacates the position; or any position that is newly created. Vacant positions shall be posted for all specialist bargaining unit members and all transfer requests on file for such positions shall be given due consideration, with specialists requesting transfers given first consideration. Provided however, if there is a specialist on layoff who could fill the vacancy based on his/her seniority, certification and qualifications, then that specialist shall be recalled and the vacancy shall not be posted.

Whenever a vacancy in any professional position in the Waverly Schools shall occur, the Board shall publicize the same in the weekly notice to staff and shall allow sufficient time to post such notice for five (5) full school days in all school buildings, main offices and teachers' work rooms. During the summer months, teachers with written requests for transfer on file will be provided with a copy of vacancy postings, at the summer address on file with the Superintendent's office. A copy of said postings will be sent to the Association President. Other requests for information regarding summer vacancies may be addressed to the Superintendent or his designated Personnel Officer. Vacancy notices shall include the date of the listing, the due date for receiving written requests and the person to whom the requests should be addressed.

- 11.2 The written notice of each vacancy shall include a job description, stating the minimum requirements necessary for the position.
- 11.3 In filling a vacancy in a specialist position, the Board agrees to give due weight to the length of time each applicant has been in the school system of this District, providing all other qualifications are equal. The Board declares its support of a policy of promotion from within its own specialist staff whenever possible.

- 11.4 Teachers who desire a transfer in grade or subject assignment or who desire to transfer to another building, shall file a written statement of such desire with the Personnel Office as soon as practicable, and under normal circumstances, not later than March 1. Such statement shall indicate the grade or subject to which the teacher desires transfer to and/or to the school or schools to which the teacher desires to be transferred. Specialists requesting transfers shall be given first consideration for vacancies.
- 11.5 Specialists with a request for transfer on file, who are denied a transfer request, along with the successful applicant, shall be informed of the decision at least five (5) days prior to Administration publicly announcing the filling of the vacancy. Specialists denied such requests may request a meeting with the Administration to discuss the reasons for said denial.
- 11.6 All teachers shall be given written notice of their course name and/or grade assignments for the forthcoming year no later than five (5) workdays prior to the last teacher workday. In the event that changes in assignments are necessary, all teachers affected shall be notified at the time the decision is finalized, but no later than five (5) workdays prior to the last teacher workday.
- 11.7 Involuntary transfers of specialists shall be defined as an unrequested change in assignment, and/or building. The Administration recognizes that involuntary transfers of specialists should be minimized and avoided whenever possible and will take place only when, in the opinion of the Board, the best interests of the School District are served. When transferring specialists from building to building an attempt will be made to retain more senior specialists in their current building assignment.

An involuntary transfer of a specialist shall be made only after a meeting with the specialist and the administrator responsible for the District's Personnel Office and an Association Representative if so requested by the specialist. At the meeting, the specialist shall be notified of the reason for the involuntary transfer and the specialist shall be given the opportunity to offer other options in lieu of his/her involuntary transfer.

Following the meeting described immediately above, and if it is determined that the involuntary transfer is necessary, the specialist shall receive written notice of his/her involuntary transfer within five (5) workdays of the meeting. The specialist shall then be provided the opportunity to meet with the receiving administrator for orientation purposes prior to the commencement of the school year.

- 11.8 Every reasonable effort will be made not to change an assignment after the fifteenth (15th) workday preceding the first specialist workday of the school year. However, if a specialist does receive a change of assignment after the fifteenth (15th) workday preceding the first specialist workday, he/she shall be provided additional preparation time. If a specialist is required to change his/her assignment after the fifteenth (15th) workday preceding the first specialist workday or during the school year, two paid workdays of release time, not including the regularly scheduled specialist workday, shall be provided to allow for preparation for the new assignment.
- 11.9 Any teacher who shall be transferred to a supervisory position and later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.

11.10 In the event of the closing or partial closing of a building:

- A. Layoffs of specialists shall be according to Article 16.
- B. Reassignments to vacancies shall be made according to the seniority of specialists being so reassigned. Specialist preferences shall be considered before such reassignments are made.

ARTICLE 12

Certification, Qualifications and Evaluation

12.1 Certification and Qualification

- A. Certification shall be defined as the appropriate State certification, approval or licensure applicable to the bargaining unit member's assignment.

"Certification" shall be defined, for purposes of this Agreement, as the requirement to hold all certificates, licenses, endorsements and approvals required by law and/or the Michigan Department of Education to serve in the position assigned. It is the teacher's responsibility to file such certificates, licenses, endorsements or approvals with the District. The certification status of a teacher on file with the District shall be considered conclusive for all purposes under this Agreement.

The teacher shall provide written notice to the District of any change to his/her certificates, licenses, endorsements or approvals after the original filing of same with the District. This shall include notice of any additional endorsements, certificates, renewals, approvals as well as expirations, revocations and any limitations thereon.

- B. Specialists shall not be assigned outside the scope of their certificate (license or approval) and their qualifications (as defined in Article 16.4 of this Agreement) except temporarily and for good cause, and the Association shall be so notified in each instance.

12.2 Evaluation Process: Specialists - School Social Workers, School Psychologists, and other bargaining members not covered by the Tenure Act shall be evaluated according to the following procedures.

- A. A bargaining unit member employed other than as a classroom teacher as defined in the Teachers' Tenure Act shall not be deemed to be granted continuing tenure, but shall be deemed to have continuing tenure as an active classroom teacher to the extent that the bargaining unit member is eligible for such status under the Teachers' Tenure Act. This provision shall not be interpreted to divest any person who has such tenure as of July 1, 1984.
- B. A bargaining unit member identified in 12.2 shall hereby be referred to as a "specialist." A specialist will receive continuing employment status, similar to tenure as defined by the Teachers' Tenure Act, upon completion of a successful probationary evaluation process.

1. The evaluation process outlined for a probationary teacher and a tenure teacher shall be used for a specialist. A specialist shall be treated in a similar fashion to that prescribed in the Teachers' Tenure Act and the Revised School Code.
2. An alternative evaluation form/format will be used; the format of which will be mutually agreed upon in writing by both parties before the evaluation process begins. A probationary teacher evaluation form may be used as a guide to evaluators and to inform the specialist as to his/her status. The evaluation form shall contain an area for written comments and recommendations by the evaluator. The evaluation forms shall be standard throughout the school system.
3. Observation(s) - This evaluation process shall include observations that do not compromise the role and function of the position (i.e. confidentiality, impact on the results of student evaluations, etc.).
4. Specialist bargaining unit members during their first four years of employment shall be governed by an evaluation process similar to that used by the Board for probationary teachers.
5. Specialist bargaining unit members who have at least four (4) years of experience in the District as a Specialist will be governed by the evaluation process similar to that used by the Board for tenured teachers.

12.3 Evaluation Process – Specialists Working in Multiple Buildings

Specialists that work in multiple buildings will be evaluated according to the following procedures.

- A. Specialists that work in multiple buildings will be assigned a primary evaluator.
- B. Specialists will receive written notification by October 1 stating who will serve as their primary evaluator.
- C. Each building administrator in whose building the specialist works may provide input for that specialist's evaluation.

12.4 Mentor Teacher/Specialist

A. Definition and Purpose

A Mentor Teacher shall be defined as a master teacher as identified in Section 1526 of the School Code and shall perform the duties of a master teacher as specified in the Code. A Mentor for specialists as identified in 12.4 shall be defined similar to the Code and perform duties similar to those specified in the Code. The term Mentor Teacher and mentor for specialists shall hereinafter be referred to as Mentor.

Each member of the bargaining unit in his/her first three (3) years and a fourth year if requested by the Mentee or administrator in the classroom shall be assigned a Mentor by the Superintendent or his/her designee. The Mentor shall be available to provide professional support, instruction and guidance to the Mentee. The purpose of the Mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.

B. Mentor

All members of the bargaining unit shall notify the Superintendent/ designee of their interest in being a Mentor by June 1. The list of Mentor volunteers will be sent to the principals by July 1. The building principal shall assign Mentors using the list provided, in accordance with the following:

1. Primary consideration for Mentor positions will be given to tenured or continuing employment status members of the bargaining unit with at least five (5) years of classroom teaching experience or experience in their specialist position.
2. Participation as a Mentor shall be voluntary. If no volunteer is available, the Principal will assign a Mentor.
3. The District shall immediately notify the Association when a Mentor is matched with a bargaining unit member (Mentee). The assignment of the Mentor shall be finalized by the administrator within twenty (20) workdays of the knowledge that Mentor is needed.
4. Every effort will be made to match Mentor and Mentees who work in the same building and have the same area of certification.
5. A Mentee shall only be assigned one (1) Mentor at a time. A Mentor may not be assigned more than two (2) Mentees at any one time, unless agreed to by the Mentor and when no other qualified Mentors are available as identified in this section.
6. The Mentor assignment shall be for one (1) year. The appointment may be renewed in succeeding years provided the parties agree.
7. Should either the Mentor or the Mentee present cause to dissolve the relationship, the Superintendent or designee and a representative of the

Association will meet with the Mentor and the Mentee to determine an appropriate course of action.

C. **Relationship of Mentor and Mentee**

The purpose of the Mentor/Mentee relationship is to assist the Mentee to: gain an understanding of best practices for quality instruction; provide a one-to-one relationship with a peer as the Mentee becomes acclimated to his/her role as a teacher; and ensure that the District's educational philosophy is being imparted to the Mentee. To foster this important relationship among peers, the Board agrees that the Mentor shall not be involved in the evaluation process of the Mentee other than to assist the administrator, where needed, with the Mentee's individualized development plan or in clarifying the evaluation. In addition, the Mentee shall not be involved in the evaluation process of the Mentor.

D. **Release Time**

Release time will be provided if needed to both the Mentor and Mentee, in coordination with the building principal, as follows:

2	Half days	First Year
2	Half days	Second Year
2	Half days	Third Year
1	Half day	Fourth Year

If the Mentor believes that additional release time is needed, such request should be directed to the building administrator. It is also understood that time between the Mentor and the Mentee will necessarily take place weekly beyond the normal working day to establish this collaborative relationship. Where possible, the Mentor and Mentee shall be assigned common preparation time.

Mentees shall be provided with a minimum of fifteen (15) days of professional development induction during their first three (3) years of classroom teaching.

E. **Compensation**

A Mentor shall receive additional annual compensation of Two Hundred Dollars (\$200) per Mentee. Such additional annual compensation shall be paid in a lump sum at the conclusion of the school year on the condition that the Mentor submits a completed Mentor/Mentee Log on or before the Friday immediately preceding Memorial Day.

ARTICLE 13 Curriculum Team Work

- 13.1 In the interest of system-wide curriculum improvement, the appropriate central office administrator and an advisory body comprised of educational leaders (the Curriculum Team) shall cooperate to review, discuss, and develop curriculum work.
- 13.2 Teacher members of the Curriculum Team shall be identified as follows:
- A. The Administration shall appoint up to twelve (12) volunteering teachers as standing Team members.
 - B. The Association shall appoint up to six (6) volunteering teachers as standing Team members (no more than one from each building).
 - C. The Administration has the right to appoint additional volunteering teachers as temporary Team members where the Administration determines such appointments are necessary to further the Team's work.
- 13.3 Additional ad hoc members may include, but not necessarily be limited to, staff invited on the recommendation of the Association and/or Administration.
- 13.4 Recommendations from the Curriculum Team will be in alignment with District Strategic Planning School Improvement objectives and initiatives.
- 13.5 The Board of Education shall yearly provide up to eighty (80) teacher release days and up to Five Thousand Dollars (\$5,000) to fund recommendations from the Curriculum Team that have been approved by the appropriate central office administrator.
- 13.6 Proposals when carried through to completion will be reported to the Board.
- 13.7 The Curriculum Team shall annually report an accounting of their activities to the Superintendent of Schools.

ARTICLE 14 Grievance Procedure

14.1 Definitions

- A. A grievance shall be defined as an alleged violation of the expressed terms of this contract.
- B. A "party in interest" is the person or persons or the Association making a claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.
- C. The term "days" shall mean school days. Schools days will include all teachers' workdays. During summer recess, the term days shall mean weekdays (Monday through Friday).

D. Teachers shall have access to the grievance process during the summer recess.

14.2 **Purposes** - The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to a claim of the aggrieved person. Both parties agree that these proceedings shall be kept confidential at each level of this procedure.

14.3 **Procedure** - Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level are maximums, and every effort should be made to expedite the process. If appropriate action by the grievant or Grievance Committee is not taken within the time limit specified, the grievance will be deemed settled on the basis of the disposition of the preceding level. The time limits specified may, however, be extended by mutual written agreement.

A. **Level One** - A teacher believing he/she has a grievance is encouraged to first informally discuss the matter with his/her supervisor before filing a grievance. In any event, an aggrieved person or the Association shall file a written request for a Level One grievance conference within five (5) days of the date of the alleged violation, or the grievant's knowledge of its occurrence, with his/her immediate supervisor. Any such written request for a Level One conference not honored within five (5) days of receipt of the written request shall be deemed a waiver of such level of consideration. If the aggrieved person or the Association is not satisfied with the disposition of the Grievance at Level One or if no decision has been rendered within ten (10) days after the Level One conference, or if no Level One conference is held within the required time limits, the grievant and/or the Association may submit the issue to Level Two. In the case of an alleged grievance involving more than one building, the grievance shall proceed directly to Level Two which must be submitted in writing by the Association within ten (10) days of the date of the grievance or the Association's knowledge of its occurrence.

B. **Level Two** - Within ten (10) days of the disposition at Level One, the grievance will be filed in writing with the Superintendent of Schools together with a request for a Level Two grievance conference. Within twenty (20) days of this referral, the Superintendent and/or his/her designee will schedule and hold a Level Two grievance conference and render a decision in writing.

C. **Arbitration** - In the event the aggrieved person together with the Association is not satisfied with the disposition of the grievance at Level Two or if no decision has been rendered within twenty (20) days of the written Level Two grievance request, the grievance may be submitted in writing within twenty (20) days to binding arbitration. The arbitrator shall be mutually agreed to by the parties, or if they cannot agree, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any ground to or rely on any evidence not previously disclosed to the other.

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

1. It is expressly agreed that the power of the arbitrator shall be limited in each case to the resolution of the question submitted to him/her. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement. Arbitration shall be limited to a substantiated claim of misinterpretation, misapplication, or violation of the negotiated Agreement. When the arbitrability of the issue is challenged, the arbitrator shall first hear and rule on the question of arbitrability before hearing the merits of the issue. The decision of the arbitrator shall be final and binding on both parties, when the arbitrator has not exceeded the limitations placed upon arbitration by the provisions of this negotiated Agreement.
2. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.
3. No decision in any one case shall require retroactive adjustment in any other case.
4. He/she shall have no power to establish salary scales.
5. He/she shall have no power to rule on any of the following:
 - a. The termination of services of or failure to re-employ any probationary teacher.
 - b. The termination of services or failure to reemploy any teacher to a position other than his/her basic position.
 - c. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, Extra Session of 1937 of Michigan, as amended).
 - d. Any matter involving teacher evaluation except as outlined in this Agreement.
 - e. Discretionary action reserved to the District.
 - f. Curriculum, textbook selection and course content.
 - g. Teacher assignment, transfer and evaluation.
 - h. Reduction in personnel except specific negotiated procedures, arbitration of procedures shall be limited to a procedural remedy.

14.4 **Miscellaneous**

- A. A grievance may be withdrawn at any level without prejudice or record.
- B. No reprisals of any kind shall be taken by or against any party of interest or any participant in grievance procedure by reason of such participation.
- C. Access shall be made available to records and all pertinent information (other than confidential personnel files) used in the determination and processing of the grievance.
- D. No grievance shall be filed for or by any teacher after the effective date of his/her resignation.
- E. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this document.
- F. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, providing that the Association has been given opportunity to be present at such adjustment.

ARTICLE 15 Retirement

- 15.1 When a Waverly teacher retires under the provisions of the Michigan Public School Employees Retirement System (MPERS), and after the equivalent of ten (10) years of teaching in the Waverly Schools, he/she shall receive prior to June 30, a lump sum payment of One Thousand Five Hundred Dollars (\$1,500) and an additional One Hundred Dollars (\$100) for each completed year of teaching thereafter provided the total maximum amount received shall not exceed Three Thousand Dollars Five Hundred Dollars (\$3,500) Notice of resignation on the forms provided by the MPERS shall be submitted no later than June 1 of the year in which retirement is to become effective.
- 15.2 If, for medical reasons, a teacher retires under the provisions of this Article at a time other than the end of the school year, that teacher shall receive the amount designated in Article 15.1 within thirty (30) days after the retirement date.
- 15.3 Upon retirement, under the provisions of the Michigan Public School Retirement System, a teacher shall receive a cash payment from the District equal to fifty percent (50%) of the current year's salary value of one of his/her workdays times the number of sick days accumulated by the teacher on the effective date of his/her resignation, according to the following conditions and limitations:
 - A. \$5,000 if the teacher's resignation is received by January 31
 - B. \$4,000 if the teacher's resignation is received by February 28
 - C. \$3,000 if the teacher's resignation is received by March 31
 - D. \$2,000 if the teacher's resignation is received by April 30

ARTICLE 16

Reduction of Specialists

- 16.1 In the event it becomes necessary to reduce the number of specialists through lay-off, specialists with the least seniority in the District will be laid off first, provided there are remaining certified (licensed or approved, as applicable) and equally qualified Specialists to replace the laid off Specialists.
- 16.2. When the District implements layoffs by either eliminating or reducing a specialist bargaining unit position the specialist holding that position shall be placed in one of the vacant positions resulting from the layoff procedure outlines in Article 16.1.

The specialists shall be placed based upon his/her certification [as defined in Article 12.1(A)] and qualifications (as defined in Article 16.4) and seniority.

If there is no vacancy to which the displaced specialists can be assigned, based on his/her certification and qualifications and seniority, he/she shall be entitled to displace the least senior specialist in the bargaining unit holding an assignment for which the displaced specialist is certified and equally qualified. A specialist shall not be involuntarily transferred to create a vacancy for a displaced or laid off specialist, unless it is the only means of retaining specialists within the bargaining unit, in which case the least senior, certified/qualified specialist shall be transferred.

- 16.3. Layoff notices for specialist reductions to become effective at the beginning of a school year shall be issued on or before June 1. For layoffs that become effective after the beginning of the school year, the Board shall give specialists who are to be laid off at least forty-five (45) days written notice.
- 16.4. “Qualification” or “qualified” as used in the Master Agreement shall be defined as follows:
- A. The Specialist’s individual performance, including evaluations, attendance, disciplinary record and other relevant factors; and
 - B. Significant, relevant job accomplishments and contributions.
 - C. Relevant special training and the integration of that training into practice.

16.5 “Certified” or “certification” shall be as defined in Article 12.1, Section A, of this Agreement.

16.6 Seniority shall be defined as the teacher’s first working day in the school district for those teachers hired prior to July 1, 2007. For those teachers first hired (or re-hired) on or after July 1, 2007, “seniority” shall be defined as the date on which official action was taken by the Board to extend an offer of employment to the teacher. Any teachers who were not members of the Association’s bargaining unit in the 2006-2007 school year and who were extended an offer of initial employment by the Board of Education for the 2007-2008 school year prior to July 1, 2007, will be regarded as having been extended that offer of employment at the regular meeting of the Board of Education in July, 2007. A teacher shall lose seniority if he/she resigns, retires or is discharged by the Board.

- 16.7 In the case of a tie in seniority, a lottery drawing will be the determining factor for position on the seniority list. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but shall serve to reduce the probationary period in accordance with the provisions of the Teachers' Tenure Act.
- 16.8 Specialists shall be recalled in inverse order of lay-off for vacant positions for which they are certified and qualified. A vacant position will not be posted under Article 11 of this Agreement if there is a specialist eligible for recall who is certified and qualified to fill the vacancy.

For purposes of implementing this provision, a specialist shall be eligible for recall if: (1) he/she has been laid off entirely and possesses recall rights; or (2) he/she was a full-time specialist and his/her assignment has been involuntarily reduced to less than full time. The notice of recall shall be by certified return receipt mail.

A specialist must indicate acceptance of the recall by certified mail to the Superintendent within ten (10) days from the date of receipt of the notice of recall. The specialist must report for duty on the date specified on the recall notice or not more than twenty (20) days from its date of receipt, whichever date is later. Failure to do so shall forfeit the right of the specialist to remain on the recall list.

If a previously full-time specialist does not accept a part time position, the specialist does not waive his/her rights to recall to a full-time assignment.

A specialist's right to recall shall be limited to five (5) years from the effective date of their layoff. Changes in certification and qualifications after the effective date of an employee's layoff shall only be taken into consideration for recall purposes.

- 16.9 Specialists accepting recall who have signed a contract to teach during the school year in question in another school district shall also:
- A. Notify the Board in writing that such a contract has been signed.
 - B. Furnish written statement from the Superintendent of Schools with whom the contract was signed indicating that a release from said contract cannot be obtained.
 - C. A specialist following the procedure above will be rehired the next school year for a position for which he/she is certified and qualified, providing he/she submits a request to the Superintendent in writing on or before April 1.
- 16.10 Specialists whose services have been terminated due to necessary reduction in personnel will upon written request be placed on a preference list for per diem substitute specialist assignments and will be offered per diem substitute specialist assignments in preference to others. It is the specialist's responsibility to secure employment for this purpose with any entity with whom the Board contracts for services of substitutes. Compensation shall be at the rate established by the entity providing services. The laid off specialist shall not be entitled to any rights under this Agreement due to the performance of per diem substitute work.

In the event of a temporary position opening in a specialist assignment of sixty (60) or more school days, the Board will offer the temporary assignment to the most senior specialist on layoff status who is certified for the assignment. The specialist will be compensated at the substitute rate for the first sixty (60) school days of the assignment. After sixty (60) school days in the assignment, the specialist will be paid at the first step of the salary schedule and will be entitled to enroll in insurance programs under Article 8.11 of this Agreement. The specialist shall not be entitled to other rights or benefits under this Agreement due to the performance of a substitute assignment.

In the event a temporary opening becomes a vacancy as defined in Article 11.1, then the position shall be filled under the provisions of 16.8.

ARTICLE 17

Job Sharing

- 17.1 Job sharing shall be defined as two teachers sharing one full time position, one of which shall be a tenured teacher.
- 17.2 Agreements to job share shall be voluntary and will be considered for approval by the Superintendent only upon the recommendation of the building principal(s). In order to establish a shared job assignment, the teachers involved shall file an application with the building principal by March 1st. In determining job sharing hours, the teacher with the most seniority shall have preference. The job sharing assignment shall become final when the teachers, Principal, and Superintendent have reached mutual agreement that planning for the assignment has been completed. Final plans for the assignment must be completed by June 1, unless the parties mutually agree to an extension.
- 17.3 Job sharing shall commit the teachers and Board to not more than one school year. An evaluation of the job share program arrangement, with feedback from groups affected, shall take place at mid-year and year-end for the purpose of determining the need for adjustments, continuation or termination of the arrangement. At the end of the job share assignment and by mutual agreement between the teachers, Principal and Superintendent, the job sharing assignments may be renewed.
- 17.4 If the job sharing assignment is not renewed, the specialists will be returned to their original building(s) in positions for which they are certified and qualified. Consideration will be given to returning specialists to their former positions if they exist, with the more senior specialists given first consideration.
- 17.5 The shared time positions are intended to be for a full school year.
- 17.6 Seniority shall accrue as if the teachers were employed full time.
- 17.7 Teachers in a job sharing assignment will be given salary schedule step advancement in accordance with Article 8.19. Teachers in a shared time assignment will be paid on a pro-rata share of salary, which reflects the fraction of time the position is shared and as provided for in the salary schedule of the Master Agreement.
- 17.8 If teachers in a shared assignment substitute in each other's absence, they shall be paid the substitute rate.

- 17.9 Fringe benefits shall be pro-rated based on the fraction of time the position is shared in accordance with Article 8.11.
- 17.10 Sick leave, personal leave, and planning time (to the extent possible) shall be pro-rated based on the fraction of time the position is shared.
- 17.11 Each job-sharing teacher shall be expected to attend all professional development days, parent-teacher conferences, the Fall Open House, one other required evening meeting, the first teacher workday, the last teacher workday, and one-half of the scheduled records days and staff meetings. No extra compensation shall be due teachers for required attendance.
- 17.12 The job-sharing teachers shall confer regularly for the purpose of planning and parent communication. The principal shall make every effort to provide for a common plan time.
- 17.13 All other terms and conditions of the Master Agreement shall apply to teachers in a job-sharing assignment as if they were a regularly assigned teacher.

ARTICLE 18

Part-time Teachers

- 18.1 Fringe benefits shall be pro-rated based on the fraction of time in the position in accordance with Article 8.11B.
- 18.2 Sick leave, personal leave, and planning time (to the extent possible) shall be pro-rated based on the fraction of time in the position.
- 18.3 Each part-time teacher working in a half-time (.5) or greater position shall be expected to attend:
 - A. All professional development days and shall be paid at his/her hourly rate of pay for all time in excess of his/her normal work hours.
 - B. All parent-teacher conferences and the fall Open House. If the part-time teacher is assigned to more than one building, the principal shall work with the teacher to determine a schedule for parent-teacher conferences and the Open Houses. The part-time teacher shall not be required to work a greater number of afternoon/evenings than is required of a full-time teacher.
 - C. The first teacher workday in proportion to his/her part-time status.
- 18.4 Part-time teachers shall not be required to attend, but shall have the option to attend:
 - A. Records Day(s)
 - B. Staff meetings/after-school professional development meetings, but are responsible for information provided.

- 18.5. If a teacher originally hired on a full-time basis is transferred from full-time to part-time employment status, the teacher shall be regarded as being on a partial leave of absence from his/her previous full time status. If the teacher desires to continue to be on part-time status, he/she shall notify the Board annually by March 1 of his/her desire to continue on partial leave and part-time status. The Board shall approve or disapprove of the request, in writing, by April 15.

In the event that the partial leave is discontinued, a part-time specialist shall have the right to displace the least senior full-time specialist holding an assignment for which the returning specialist is certified and qualified. If there is no such person to displace, the specialist desiring to return to full-time status shall be placed on the recall list under Article 16 of this Agreement.

A teacher who is originally hired on a part-time basis may apply for a vacant full-time assignment under the provisions of Article 11 of this Agreement.

A full-time specialist who is involuntarily reduced from a full-time to a part-time assignment through the layoff process, shall be eligible for recall to a full-time assignment for which he/she is certified and qualified, in accordance with the provisions of Article 16 of this Agreement.

ARTICLE 19 DURATION

This Agreement entered into on _____, 2012 shall be in effect from the date of ratification by the Board and the Association through June 30, 2013. No economic provisions of this Agreement shall be retroactive to any date prior to the date that the Board and the Association have both ratified this Agreement, subject to the contingency referenced in Section 8.17 pertaining to MERC Case No. C11 K-206.

Waverly Schools Board of Education

**Waverly Education Association/
Ingham-Clinton Education Association**

President

President

Secretary

Secretary

Dated: _____

Dated: _____

2011-2012 CALENDAR

OFFICIAL BULLETIN #1

**Waverly Community Schools
TENTATIVE
2011-2012 Calendar**

Teachers' First Day & Professional Development	August 30
Professional Development Day K-12	August 31, September 1
Students' First Day	September 6 – all day Kindergarten
MEAP Testing	October 11-19
End of 1 st Quarter K-12	November 4
K-12 P/T Conferences (PM and Evening)	November 9-10 – half days, K-12 9 th AM Kdg.; 10 th PM Kdg.
No School	November 11
Data Day	November 16 – 2 hr. delay K-12
Thanksgiving Break	November 23-25 – no school
Data Day	December 14 – 2 hr. delay K-12
Winter Recess	December 16 – at end of the day
Reopen	January 3
Martin Luther King, Jr. Day	January 16 – no school
Finals 9-12	January 18-20
	January 19 – half day 9-12
	January 20 – half day K-12, AM Kdg.
End of 1 st Semester	January 20
End of 2 nd Quarter K-12	January 20 – half day K-12
Data Day	January 25 – 2 hr. delay K-12
Professional Development K-12	February 17 – no school
Presidents' Day	February 20 – no school
Data Day	February 22 – 2 hr. delay K-12
MME Testing	March 6-8 – no school 9, 10, 12 grades on March 6 and March 7
	March 21 – 2 hr. delay K-12
Data Day	March 23
End of 3 rd Quarter K-12	March 27-28
7-12 P/T Conferences (Evening Only)	March 27-28 – half day; 27 th PM Kdg., 28 th AM Kdg.
K-6 P/T Conferences	March 30
No School	April 2-6
Spring Break	April 25 – 2 hr. delay K-12
Data Day	May 23 – 2 hr. delay K-12
Data Day	May 28 – no school
Memorial Day	June 6-8 – 9-12 half day on June 7
Finals 9-12	June 8 – half day, AM Kdg.
Last Student Day	

174 Student Days/180 Teacher Days

2012-2013 CALENDAR

Waverly Community Schools TENTATIVE 2012-2013 Calendar

Teachers' First Day & Professional Development	August 28
Professional Development Day K-12	August 29, August 30
Students' First Day	September 4
Data Day	September 26- 2 hr. delay K-12
MEAP Testing Gr. 3-9	October 9-26
End of 1 st Quarter K-12	November 2
K-12 P/T Conferences (PM and Evening)	November 7-8 – half days, K-12
No School	November 9
Data Day	November 14 – 2 hr. delay K-12
Thanksgiving Break	November 21-23 – no school
Data Day	December 12 – 2 hr. delay K-12
Winter Recess	December 21 – at end of the day
Reopen	January 7
Data Day	January 30- 2 hr. delay K-12
Finals 9-12	January 16-18 half day 9-12
End of 1 st Semester/2 nd Quarter	January 18- half day K-12
Martin Luther King, Jr. Day	January 21 – no school
Data Day	January 30 – 2 hr. delay K-12
Professional Development K-12	February 15 – no school
Presidents' Day	February 18 – no school
Data Day	February 27 – 2 hr. delay K-12
MME Testing	March 5-7 – no school 9, 10, 12 grades
Data Day	March 20 – 2 hr. delay K-12
End of 3 rd Quarter K-12	March 22
7-12 P/T Conferences (Evening Only)	March 26-27
K-6 P/T Conferences	March 26-27 – half day
No School	March 29
Spring Break	April 1-5
Data Day	April 24 – 2 hr. delay K-12
Memorial Day	May 27 – no school
Data Day	May 29 – 2 hr. delay K-12
Finals 9-12	June 5-7 – 9-12 half day
Last Student Day	June 7 – half day K-12

175 Student Days/181 Teacher Days

APPENDIX A

2011-2012 and 2012-2013 Salary Schedule

<u>Step</u>	BA	BA+20	MA	MA+15	MA+30	MA+45
0	\$37,184	\$38,793	\$39,495	\$40,940	\$42,383	\$43,654
0.5	\$38,101	\$39,748	\$40,479	\$41,965	\$43,439	\$44,744
1	\$39,002	\$40,700	\$41,468	\$42,985	\$44,500	\$45,836
1.5	\$39,595	\$41,860	\$42,632	\$44,149	\$45,669	\$47,037
2	\$40,758	\$43,023	\$43,795	\$45,309	\$46,836	\$48,240
2.5	\$42,174	\$43,785	\$45,401	\$47,009	\$48,628	\$50,088
3	\$43,585	\$45,294	\$47,010	\$48,704	\$50,417	\$51,931
3.5	\$44,536	\$46,341	\$48,148	\$49,944	\$51,749	\$53,302
4	\$45,487	\$47,383	\$49,281	\$51,176	\$53,078	\$54,671
4.5	\$46,900	\$48,891	\$50,884	\$52,881	\$54,876	\$56,521
5	\$48,312	\$50,400	\$52,490	\$54,581	\$56,668	\$58,365
5.5	\$49,452	\$51,635	\$53,818	\$56,001	\$58,184	\$59,929
6	\$50,587	\$52,870	\$55,146	\$57,422	\$59,699	\$61,492
6.5	\$51,730	\$54,101	\$56,478	\$58,847	\$61,219	\$63,054
7	\$52,870	\$55,332	\$57,806	\$60,272	\$62,737	\$64,622
7.5	\$54,010	\$56,567	\$59,135	\$61,696	\$64,257	\$66,187
8	\$55,322	\$57,806	\$60,459	\$63,123	\$65,775	\$67,750
8.5	\$56,476	\$59,231	\$61,979	\$64,738	\$66,464	\$69,512
9	\$57,806	\$60,649	\$63,498	\$66,345	\$69,196	\$71,269
9.5	\$59,133	\$62,074	\$65,015	\$67,964	\$70,900	\$73,026
10	\$61,669	\$64,767	\$67,864	\$70,965	\$74,057	\$76,277
10.5	\$62,826	\$65,982	\$69,138	\$72,295	\$75,443	\$77,705
11	\$65,579	\$68,873	\$72,166	\$75,462	\$78,751	\$81,111

See Article 8.17

Longevity Stipend and Payment Schedule

A teacher with a BA or BA+20 degree must have been working for the Waverly School District during the 1989-90 school year in order to be eligible to receive an \$800 longevity payment. If a teacher was already receiving a longevity payment in accordance with the BA - BA+20 Longevity Payment Schedule during the 1989-90 school year, then he/she will continue to receive his/her longevity payment and such payment will be frozen at the longevity payment amount received in the 1989-90 school year. Thereafter, the only way a teacher with a BA or BA+20 degree, who was not receiving longevity in the 1989-90 school year, can qualify for a longevity payment is to earn 30 credit hours beyond the BA degree. When such degree credit is earned, then the teacher will be eligible for longevity payments in accordance with the MA longevity schedule. Teachers with a BA or BA+20 degree that were employed after June 30, 1990 will not be eligible for longevity payments of any kind.

A teacher with a MA, MA+15, MA+30, or MA+45 degree must have been working for the Waverly School District during the 1991-92 school year in order to be eligible to receive a \$950 longevity payment. Teachers with a MA, MA+15, MA+30, or MA+45 degree that were employed after June 30, 1992 will not be eligible for longevity payments of any kind.

Any teacher who has more than twenty-four (24) years of service credit with the Michigan Public School Employees Retirement System (MPERS) and at least ten (10) years employment with Waverly will receive a Three Hundred Dollar (\$300) contribution added to their longevity. It shall be the teacher's responsibility to notify the District when they have received more than twenty-four (24) years of service credit with the MPERS and provide the appropriate MPERS documentation by the first pay in September. In order to be eligible to receive this longevity payment, the teacher must already be receiving longevity.

Longevity payments are to be paid on the last pay of the regular school year payroll schedule.

Appendix B Extra-Curricular Assignments

A. Annual Appointments

1. All appointments to extra-curricular assignments are annual appointments automatically renewed unless there is just cause for non-renewal. Such appointments become binding to the Board and the employee at the time the position is authorized and awarded.
2. At the time the extra-curricular assignment is made, such assignment will be accompanied with a written statement, which shall name the employee, the assignment, responsibilities, the duration of the assignment, and compensation to be paid.
3. In filling extra-curricular assignments, the District maintains the right to select the candidate who has the best qualifications for the assignment. Where there are both bargaining unit and non-bargaining unit applicants who the District determines to be equally qualified for appointment to an open extra-curricular assignment, preference shall be given to the bargaining unit applicant.
4. An employee is not required to accept an extra-curricular assignment. However, an employee who is assigned to the teaching position with a co-curricular component (e.g. Band, School Paper, Choir, Yearbook) is obligated to take the Appendix B assignment that is integrated with the instructional position.

B. Appointment Procedure/Non-Renewal

1. The appropriate administrator shall annually recommend employees for appointment to each paid extra-curricular assignment authorized for the school year.
2. The appropriate administrator shall notify the employee in writing, not later than sixty (60) days following the end of the season, if his/her recommendation will include probation or non-renewal.
3. If an employee is not recommended for renewal, he/she may appeal the decision in writing. The chain of appeal will be in the following order: the appropriate administrator, Personnel Office and/or the Superintendent, and finally, the Board. The decision of the Board will be final.

C. Evaluations

Evaluations of all extra-curricular assignments will be carried out as follows:

1. The appropriate administrator is required to evaluate all coaches.
2. During the first two (2) years in a coaching assignment, evaluation will be done on an annual basis unless the coach had had previous successful evaluations in the same sport in Waverly Community Schools within the preceding three (3) school years. Otherwise, evaluations shall be completed not less than every three (3) years.
3. The appropriate administrator will evaluate all other extra-curricular positions, and shall follow a standard format to be mutually agreed upon by the Board and the Association.

D. Termination

The appropriate administrator, after showing in writing due cause, may release or place on probation any employee at any time.

**2011-2012 and 2012-2013 Appendix B
High School Extra-Curricular Assignments***

Athletics	Step 1	Step 2	Step 3
Baseball, Head Coach	\$2481	3296	4744
Baseball, Assistant Coach	\$1793	2381	2966
Baseball, 9 th Coach	\$1793	2381	2966
Basketball, Head Coach – Boys	\$3585	4760	5739
Basketball, Head Coach – Girls	\$3585	4760	5739
Basketball, Assistant Coach – Boys	\$2481	3296	4005
Basketball, Assistant Coach – Girls	\$2481	3296	4005
Basketball, 9 th Coach – Boys	\$2345	3113	3796
Basketball, 9 th Coach – Girls	\$2345	3113	3796
Cross Country – Boys	\$1928	2563	4195
Cross Country – Girls	\$1928	2563	4195
Cheerleading, Head Coach – Fall	\$1735	2303	2610
Cheerleading, Head Coach – Winter	\$1735	2303	2610
Cheerleading, Assistant Coach – Fall	\$1103	1468	1662
Cheerleading, Assistant Coach – Winter	\$1103	1468	1662
Dance Team, Head Coach – Fall	\$1376	1829	2076
Dance Team, Head Coach – Winter	\$1376	1829	2076
Flag Corp, Head Coach	\$1376	1829	2076
Football, Head Coach	\$3720	4944	5739
Football, Assistant Coaches	\$2481	3296	4004
Football, 9 th Coach	\$2481	3296	4004
Golf, Head Coach – Boys	\$2067	2747	4161
Golf, Head Coach – Girls	\$2067	2747	4161
Lacrosse, Head Coach – Boys	\$2481	3296	4744
Lacrosse, Head Coach – Girls	\$2481	3296	4744
Soccer, Head Coach – Boys	\$2481	3296	4744
Soccer, Head Coach – Girls	\$2481	3296	4744
Soccer, Assistant Coach – Boys	\$1516	2015	2547
Soccer, Assistant Coach – Girls	\$1516	2015	2547
Softball, Head Coach	\$2481	3296	4744
Softball, Assistant Coach	\$1793	2381	2966
Softball, 9 th Coach	\$1793	2381	2966
Swimming, Head Coach – Boys	\$3306	4394	5348
Swimming, Head Coach – Girls	\$3306	4394	5348
Tennis, Head Coach – Boys	\$2205	2928	4358
Tennis, Head Coach – Girls	\$2205	2928	4358
Tennis, Assistant Coach – Boys	\$1516	2015	2547
Tennis, Assistant Coach – Girls	\$1516	2015	2547
Track, Head Coach – Boys	\$2481	3296	4744
Track, Head Coach – Girls	\$2481	3296	4744
Track, Assistant Coaches – Boys	\$2205	2928	3587
Track, Assistant Coaches – Girls	\$2205	2928	3587
Volleyball, Head Coach	\$3033	4028	5072
Volleyball, Assistant Coach	\$2205	2928	3587
Volleyball, 9 th Coach	\$2205	2928	3587
Wrestling, Head Coach	\$3033	4028	5072
Wrestling, Assistant Coach	\$2205	2928	3587

Music/Arts	Step 1	Step 2	Step 3
Band Director	\$3327	4395	4982
Orchestra Director	\$2100	2790	3163
Vocal Music Director	\$3168	4185	4744
Theater Director	\$2756	3637	4124

Advisors/Chairs	Step 1	Step 2	Step 3
Freshman Class Advisor	\$ 900	1200	2000
Sophomore Class Advisor	\$1000	1400	2200
Junior Class Advisor	\$1241	1648	2831
Senior Class Advisor	\$1241	1648	2831
National Honor Society Advisor	\$1969	2616	2964
Spanish Honor Society Advisor	\$1241	1648	1867
French Honor Society Advisor	\$1241	1648	1867
Student Senate Advisor	\$1969	2616	2964
Model UN Advisor	\$ 551	661	771
School Improvement Chair	\$1323	1433	1543
School Newspaper Advisor	\$1241	1648	1867
School Yearbook Advisor	\$2205	2928	3319

**2011-2012 and 2012-2013 Appendix B
Middle School Extra-Curricular Assignments***

Athletics	Step 1	Step 2	Step 3
Basketball, 7 th Coach – Boys	\$1686	2240	2731
Basketball, 7 th Coach – Girls	\$1686	2240	2731
Basketball, 8 th Coach – Boys	\$1686	2240	2731
Basketball, 8 th Coach – Girls	\$1686	2240	2731
Track, Head Coach – Boys	\$2205	2928	3512
Track, Head Coach – Girls	\$2205	2928	3512
Volleyball, 7 th Coach	\$1516	2015	2474
Volleyball, 8 th Coach	\$1516	2015	2474
Wrestling, Head Coach	\$1516	2015	2474

Music/Arts	Step 1	Step 2	Step 3
Band Director	\$1579	2105	2578
Orchestra Director	\$ 898	1191	1539
Vocal Music Director	\$ 898	1191	1539

Advisors/Chairs	Step 1	Step 2	Step 3
Junior Honor Society	\$1051	1523	1723
School Improvement Chair	\$1323	1433	1543
School Yearbook Advisor	\$1103	1464	1660
Student Council Advisor	\$1051	1523	1723

**2011-2012 and 2012-2013 Appendix B
East Intermediate Extra-Curricular Assignments***

Advisors/Chairs	Step 1	Step 2	Step 3
School Improvement Chair	\$1323	1433	1543
School Yearbook Advisor	\$1103	1464	1660
Student Council Advisor	\$1051	1523	1723

**2011-2012 and 2012-2013 Appendix B
Elementary School Extra-Curricular Assignments***

Advisors/Chairs	Step 1	Step 2	Step 3
Resource for Early Childhood	\$ 551	661	771
Resource for Language Arts	\$ 551	661	771
Resource for Math	\$ 551	661	771
Resource for Science	\$ 551	661	771
Resource for Social Studies	\$ 551	661	771
Safety Patrol	\$1103	1468	1662
School Improvement Chair	\$1323	1433	1543
Student Council Advisor	\$1051	1523	1723

**2011-2012 and 2012-2013 Appendix B
District-Wide Extra-Curricular Assignments**

Advisors/Chairs	Step 1	Step2	Step 3
Destination Imagination	\$1837	2441	2764
Future Problem Solving	\$1837	2441	2764

*Extra-curricular duties which are compensable as per the extra-duty salary schedule and above the regular teacher salary schedule shall not be deemed a position under tenure.

LETTER OF AGREEMENT
Between
WAVERLY COMMUNITY SCHOOLS
and the
**WAVERLY EDUCATION ASSOCIATION/
INGHAM-CLINTON EDUCATION ASSOCIATION**

Re: Teaching Hours

The Board and the Association recognize that it is desirable to review the presently established students starting and dismissal times in order to assure their alignment with effective educational practices and the promotion of student achievement.

Accordingly, the Board and the Association agree to meet for the purpose of examining and reconsidering the presently existing student starting and dismissal times, with any such alteration of those times to be effective at the commencement of the 2012-2013 academic year.

Any agreement to modify or alter student starting and dismissal times for 2012-2013 that differs from the terms of the tentative agreement reached by the Board and the Association on August 31, 2011 shall be subject to the approval of the Board and the Association

This Letter of Agreement shall expire on June 30, 2012.

**WAVERLY EDUCATION ASSOCIATION
INGHAM/CLINTON EDUCATION
ASSOCIATION, MEA/NEA**

**WAVERLY COMMUNITY SCHOOLS
BOARD OF EDUCATION**

By: _____

Its: President

By: _____

Its: President

By: _____

Its: Chief Negotiator

By: _____

Its: Superintendent