

MASTER AGREEMENT

between the

Waverly Board of Education

and the

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

July 1, 2026 - June 30, 2029

TABLE OF CONTENTS

ARTICLE 1	Recognition	3
ARTICLE 2	Negotiation Procedure	5
ARTICLE 3	Communications	7
ARTICLE 4	Board Rights and Responsibilities	8
ARTICLE 5	Association and Bargaining Unit Member Rights and Protection	10
ARTICLE 6	Teaching Load and Working Conditions	16
ARTICLE 7	Teaching Hours	23
ARTICLE 8	Professional Compensation	28
ARTICLE 9	Deductions and Donations	39
ARTICLE 10	Leaves	40
ARTICLE 11	Placement	51
ARTICLE 12	Certification, Qualifications and Evaluation	54
ARTICLE 13	Curriculum Work	59
ARTICLE 14	Grievance Procedure	60
ARTICLE 15	Retirement	64
ARTICLE 16	Layoff and Recall	65
ARTICLE 17	Job Sharing	71
ARTICLE 18	Part-time Bargaining Unit Members	73
ARTICLE 19	Duration	75
APPENDIX A	Salary Schedule	76
APPENDIX B	Extra-Curricular Assignments	80
APPENDIX C	Waverly Community Schools' School Calendar	90
APPENDIX D	Longevity Stipend and Payment Schedule	93

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 the Public Employment Relations Act (“PERA”) 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 term “bargaining unit member” as used in this Agreement shall refer to the members of the above bargaining unit. The term “teacher” shall refer to those employees of the bargaining unit defined as a “teacher” under the Teachers’ Tenure Act or the Revised School Code. 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. For purposes of eligibility, the term “regular” shall apply to those whose duties are recurring and continuous and shall not include those funded through various or temporary grants or funding sources guaranteed to be less than a full school year (e.g., “regular part-time contracted professional teaching personnel”).

- 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.
- 1.4 Throughout this Agreement, the use of the terms their, they, or them in their/her/his, they/she/he, and them/her/him, respectively, is intended to reflect a gender-neutral pronoun.
- 1.5 Retirees performing teaching duties, who are not substitutes, shall be placed no lower than Step 8 of the applicable lane on Schedule A. Retirees are eligible to receive health insurance if they do not otherwise have health insurance meeting the affordability and coverage limits under the Affordable Care Act (ACA). They are not otherwise eligible for the cash in-lieu payments. Retirees shall not be entitled

to benefits concerning any retirement incentive, including sick leave payout. Retirees do not earn or maintain seniority.

1.6 The District may use third-party contract alternative education/credit recovery services with the following conditions:

A. All students in the third-party contracted alternative education/credit recovery program during the dates of a calendar school year shall be placed on a teacher's class roster.

All students in the third-party contracted alternative education/credit recovery program during the dates outside of a calendar school year shall not be placed on a teacher's class roster.

B. All students requiring special education services in the third-party contracted alternative education / credit recovery program during the dates of a calendar school year shall be placed on a special education teacher's caseload consistent with caseload maximums of the District.

All students requiring special education services in the third-party contracted alternative education / credit recovery program during the dates outside of a calendar school year shall be assigned a special education teacher to provide services at the curriculum rate as set by the District.

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 bargaining unit members.
- 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; however, 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 bargaining unit member who is required by the District to negotiate during the work day on behalf of the Association shall be released from regular duties without pay loss or penalty. Furthermore, any bargaining unit member who is required by the District or an outside authority recognized by this Agreement 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) bargaining unit members 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 Financial Stability and Choice Act is authorized to exercise powers as provided in the Local Financial Stability and Choice Act, Public Act 436 of 2012, as well as to reject, modify, or terminate the collective bargaining agreement as provided in the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575. The Association reserves the right to challenge the legality and application of the 2012 PA 436 in a court of competent jurisdiction.
- 2.6 This Agreement is the result of extensive negotiations in which both parties had the right and opportunity to make demands and proposals and to negotiate those proposals with the other party. This Agreement sets forth the parties' full understanding about its contents. Therefore, for the life of this Agreement, the District and the Association agree that the other is not obligated to bargain

collectively as to any matter covered by the Agreement. All past practices and understandings between the parties not memorialized and incorporated in this Agreement are not enforceable. This Agreement may be modified, but only in writing, upon the parties' mutual consent.

ARTICLE 3
Communications

3.1 Dialogue Meetings

- A. Representatives of the administration and the bargaining unit members shall meet monthly at the District level, September through June, for the purpose of discussing matters of concern to either the administration or the bargaining unit members.
- B. At the request of either party, specified building level Association and Administration Representatives will be required to attend.

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 is appropriate for the reopening of negotiations, the issue may be submitted to the negotiating teams for their consideration. The final determination whether 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 following:
- A. Execute management and administrative control of the District, its properties and facilities, and the activities of its employees during their working hours.
 - B. Hire all bargaining unit members and, subject to the provisions of the law, determine qualifications and conditions for their continued employment; provide for their health and safety; determine their discipline, dismissal or demotion; determine their promotion or transfer or placement 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. Select and provide teaching materials and assign the responsibility for the means and methods of instruction and the use of teaching aids of all types, including textbooks, paper, pencils, pens, laboratory equipment, teacher and student computers, printers and copiers, software, applications, and consumables.
 - 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.
 - F. Enter into intergovernmental agreement(s) to collaborate, consolidate, or jointly perform functions or services.
- 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 be enforced against bargaining

unit members if they conflict with any of the provisions set forth in this Agreement, provided the provision is not unlawful, illegal or a prohibited subject of bargaining.

ARTICLE 5
Association and Bargaining Unit Member Rights and Protection

- 5.1 The parties recognize their obligations as set forth under Public Employment Relations Act (PERA).
- 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 any protected class including race, creed, religion, genetics, color, national origin, sex, gender identity, sexual orientation, marital status, height, weight, record of arrest without conviction, 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. Unlawful behavior which diminishes the dignity or self-worth of any employee will not be tolerated. Any employee who believes their/her/his rights under this clause have been violated has the right to report any incident(s) to the appropriate administrator for further disposition. The appropriate remedy for Article 5.3 is that contained in State or Federal statute or Board Policy.
- 5.4 Outside 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 illegal discrimination with respect to the professional employment of any bargaining unit member.
- 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 bargaining unit members, and agendas and minutes of all public Board meetings.
- 5.6 The Association and its members shall be permitted to use school building facilities for local Association matters when arranged for 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 bargaining unit members, so long as such use does not violate PERA or the Campaign Finance Act.

- 5.7 Mailboxes may be used for the distribution of Association communications that do not violate state or federal law.
- 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. Such use may not violate PERA or the Campaign Finance Act.
- 5.9 The local Association or its representatives may hold meetings in accordance with Article 7, Section 7 of this Agreement. No other bargaining unit member 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 in accordance with the following:
- 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 the 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 disciplined without just cause and due process. The District shall apply its rules, orders, and penalties in an impartial and equitable manner.

For tenured teachers, discipline may only be issued for non-arbitrary or capricious reasons, and the parties subscribe to the concept of progressive discipline as required by law. Forms of progressive discipline may include oral or written warnings, written reprimand, suspension without pay, and termination. The District reserves the right to apply disciplinary measures consistent with the severity of the infraction.

- A. The bargaining unit member shall, upon request, have the right to Association representation during any investigation meeting with the bargaining unit member which may result in discipline. Warnings and reprimands related to a bargaining unit member's performance or assigned duties shall be discussed privately between the bargaining unit member and principal or Human Resources Director/designee except when either party requests the presence of an Association representative and/or a bargaining unit representative of their/her/his choice. Neither party shall delay discussion more than two (2) school days or three (3) calendar days,

whichever is the shorter, from the date initially requested by administration except by mutual consent.

- B. At the conclusion of an investigatory process, the Human Resources Director or designee shall provide findings and conclusions of discipline in writing to the affected bargaining unit member and the Association. All discipline will be in writing and placed in an individual's personnel file, and the bargaining unit member will be forwarded a copy. A bargaining unit member may attach a rebuttal to discipline to be placed in a personnel file. The rebuttal shall be limited to five (5) sheets of U.S. Letter size paper. Non-disciplinary directives shall not be placed in a bargaining unit member's personnel file.
- C. Probationary teachers may not grieve discipline. Tenured teachers may grieve discipline up through Level Two. If the Association is not satisfied following Level Two, it may within ten (10) business days request MERC mediation. Tenured teachers cannot grieve a "demotion" or "termination" pursuant to the protections outlined in the Michigan Teachers' Tenure Act, because they may appeal a demotion or termination to the Tenure Commission.

5.12 The parties agree that most matters of concern can best be resolved informally through discussions between parents/guardians and teachers.

- A. Any parent/guardian having a complaint against a bargaining unit member and who has not lodged their/her/his complaint with the bargaining unit member, when appropriate, shall be referred to the bargaining unit member by the principal.
- B. Any parent/guardian who has not lodged their/her/his complaint with the bargaining unit member or principal shall be referred, when appropriate, to the principal by any other administrator who has been approached by that person with a complaint that may lead to discipline.
- C. Any written or verbal complaint from a parent/guardian received by an administrator about a bargaining unit member's job performance shall be called to their attention within three (3) school days (where allowed by law) and prior to any disciplinary action being taken on the complaint. If the District investigates the complaint, the bargaining unit member shall receive a copy of the written complaint and the bargaining unit member shall be given an opportunity to respond to the complaint.

5.13 A personnel file shall be maintained by the Board in accordance with the following:

- A. Each bargaining unit member shall have the right to review the contents of their/her/his personnel file and within not more than ten (10) calendar / business days, 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 bargaining unit member, accompany the bargaining unit member in this review.
 - B. No non-disciplinary material may be placed therein without allowing the bargaining unit member an opportunity to file a written response (limited to five sheets of U.S. Letter size pages) thereto and said response shall become part of said file.
 - C. In the event of legal action involving the school and the bargaining unit member, the personnel file may become part of the proceedings.
- 5.14 Bargaining unit members shall be informed of the procedure(s) to report unavailability for work. In order that the administration can best arrange for a substitute teacher, bargaining unit members will follow the procedure the night before or by 6:00 a.m., if possible. Bargaining unit members shall make routine doctor and dentist appointments after school hours or during school breaks, except in extenuating circumstances.
- 5.15 Whenever schools are closed due to inclement weather, bargaining unit members will not be expected to report. Whenever operational difficulties occur, bargaining unit members 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] may be rescheduled at the District’s discretion to assure that the District receives unreduced pupil foundation allowances and other appropriations. bargaining unit members 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 bargaining unit members as they are employed and when their tenure status changes.
- 5.17 No bargaining unit members 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 bargaining unit members with respect to the maintenance of reasonable control and discipline in the educational setting. 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. Bargaining unit members and administrators will work together to provide appropriate information and support to effectively deal with school safety issues. Whenever it appears that a particular pupil requires the attention of counselors, social workers, law enforcement personnel, physicians or other professional persons, the bargaining unit members shall assist the administration, who shall have authority to determine the type of help to be obtained and shall obtain such help. The Board's assistance does not relieve the teacher from having the ultimate responsibility for classroom management.
- 5.19 Any case of assault (including physical assaults and threats of physical harm) upon a bargaining unit member shall be promptly reported to the Superintendent by the principal. Provided the Superintendent is able to decide by a preponderance of the evidence that the bargaining unit member acted in a manner consistent with Board Policies and the law, the Superintendent shall render assistance to the bargaining unit member in connection with handling the incident by law enforcement and judicial authorities.
- 5.20 A loss of time resulting from complaints, assaults, investigations or legal action related to professional duties shall not be charged against a bargaining unit member unless they/she/he violated board policy or is finally adjudged guilty of a crime in a court of competent jurisdiction.
- 5.21 When theft or damage occurs to bargaining unit member owned property being used for instructional purposes, the District shall reimburse the bargaining unit member 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 bargaining unit member owned property (excluding eyeglasses).
 - B. When reasonable steps were taken by the bargaining unit member using the equipment to prevent theft or damage.
 - C. Adequate proof of loss is made.

- D. Individual insurance coverage is fully attested to by the bargaining unit member in writing at the time of prior approval for use.
 - E. This reimbursement is not applicable to personal vehicles and is also not applicable to cell phones unless required to access district/related technologies and directly caused by student misbehavior.
- 5.22 In the event that a bargaining unit member is unable to work because of a disability determined to be compensable under the Workers' Disability Compensation Act, the bargaining unit member may elect to receive the difference between their/her/his 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 bargaining unit member'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 bargaining unit member's accumulated sick leave will be combined with workers compensation wage loss benefits so that the bargaining unit member receives a gross amount (less required deductions) equal to their/her/his regular per diem salary. Worker's compensation leave runs concurrently with FMLA leave; however, additional leave may be extended by the Director of Human Resources or designee for serious health conditions or serious health conditions of an immediate family member.
- 5.23 Teachers shall adhere to curriculum and teaching standards as determined by the Board. Teachers shall be free to discuss findings and conclusions in their respective fields or areas of knowledge about matters related to curriculum without interference from artificial restraints and censorship. New ideas based upon scholarly evidence, contemporary thought, and conflicting opinions among bargaining unit members may be freely discussed in the classrooms and investigated by students. Bargaining unit members shall not be one-sided or propagandistic in relation to knowledge, and conflicting theories and interpretations should be handled objectively.
- 5.24 The Board shall invite Association leadership to meet with new bargaining unit members hired at the start of each school year when District orientation professional development is provided. The Association shall not intentionally disparage the District or Administration during this meeting. When a bargaining unit member is hired during the course of the school year, the Association will be promptly notified and provided with the new employee's home building.

ARTICLE 6
Teaching Load and Working Conditions

- 6.1 A 7-12 teacher shall have no more than three (3) preparations unless agreed to by and between the teacher and the principal. In addition, each 7-12 teacher may be assigned one homeroom or flex period daily that shall not require substantial preparation by the teachers and shall not count toward the per day student limits in the Article. During an assigned homeroom or flex period, a teacher may be required to facilitate a presentation or distribute a produced activity. A preparation is defined as a different subject area or different grade level (including honors level courses of the same grade) of instruction.
- 6.2 Class size shall be defined as the number of students per teacher or the number of students per defined learning station (LS) within a classroom. For purposes of Article 6.3, a learning station (LS) shall be defined as a work area capable of accommodating one or more students.
- 6.3 When providing for educationally innovative programs, the limits established below shall not apply.

- A. The following illustrates the class size and daily student (when applicable) maximums per teacher:

<u>Level/Program</u>	<u>Class Size</u>	<u>Daily Size</u>
<u>Elementary</u>		
Multi-age Classrooms	23*	Does Not Apply
K-1	25*	Does Not Apply
2-4	26*	Does Not Apply
K-4 Special Subjects	26*	Does Not Apply
<u>Intermediate</u>		
5-6	27*	Does Not Apply
5-6 Physical Education/Art/General Music	30*	Does Not Apply
5-6 Vocal Music	40*	Does Not Apply
5 Band/Orchestra	30*	Does Not Apply
6 Band/Orchestra	Not Restricted	Does Not Apply

<u>Level/Program</u>	<u>Class Size</u>	<u>Daily Size</u>
<u>Middle School</u>		
7-8	30*	160
7-8 Exploratory/Elective/Gen Music	30*	160
7-8 Choir	50*	Does Not Apply
7-8 Band / Orchestra	Not Restricted	Does Not Apply
7-8 PE	40*	210
7-8 Laboratory**	30* (LS)	160
<u>High School</u>		
9-12	32*	170
9-12 Music	Not Restricted Does	Not Apply
9-12 PE	40*	210
9-12 Laboratory**	30(LS)	160
<u>Alternative Education</u>		
6-12	Not Restricted	Not Restricted
<u>Special Education</u>		
	<u>Class Size</u>	<u>Caseload Size</u>
Social Worker	Does Not Apply	60*
Occupational Therapist	Does Not Apply	60*

The District will maintain special education class size and caseload* sizes in compliance with Ingham ISD Plan For The Delivery of Special Education Programs and Services.

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

* As expressed in Article 6.3C, these classes/caseloads may be assigned overages of two (2) additional students per class/caseload.

** 7-12 laboratory classes shall include art, computer lab, and science. The parties concur that under current configuration at the time of ratification, 9-12 science labs are configured for no more than 26 students.

- B. Except as noted below, 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. When the Administration determines that it is in the best interest of the District and its students to assign an overage which exceeds the class size limitations contained in Article 6.3(A), the Administration may assign overages in K-12 (as noted) of an additional two (2) students per class.

If a teacher is absent in K-6 and a substitute teacher cannot be found, the building principal may choose to split the teacher's class load among their/her/his grade level peers. The affected teachers shall be compensated two dollars (\$2.00) per student per hour.

Overages shall be spread across all teachers in a grade level or department beginning with volunteer tenured teachers, then the least senior tenured teacher. If a primary teacher has an overage, the Specials teacher must accept an overage and said overage shall not count against the limitations contained in Article 6.3A. Probationary teachers and teachers on an Individualized Development Plan (IDP) shall be the last to receive an overage.

Except for daily subbing (either as mentioned above for K-6 or during a planning period for 7-12), teachers with an overload shall be compensated Thirty dollars (\$30) per student (per full instructional day, or pro-rated for the portion thereof if less than a full day) for each student in excess of the limitations established in 6.3.A.

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 Building Principal (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 non-Waverly employee alternately selected by the Board and the Association for the duration of a school year. The Board shall make the first selection of the third party in even-numbered years in which school begins, and the Association shall make the first selection of the third party in odd-numbered years in which school begins. Panel members will not be Board members. The panel will schedule a meeting within five (5) work days of its origination to address the problem and provide a recommendation and a dissenting opinion (if one exists) to the

problem within ten (10) work days of its initial meeting and present them to the Superintendent, who shall make the final decision and issue a written explanation to the WEA.

The class size limitations in this Article do not apply to virtual learning, which is a prohibited subject of bargaining.

- C. In those classes that involve the integration of students with IEPs (Individualized Education Programs) into the regular classroom, an effort will be made to provide a favorable pupil/teacher ratio.

Monthly dialogue sessions between the Superintendent (or designee), Human Resource Director (or designee), Special Education Director/Leadership, and Association Leadership to review the effectiveness of placement distribution processes and address any arising concerns.

A reasonable effort will be made to distribute teacher workload based on individual student needs. If a teacher believes that their teacher workload is inequitable, they may request a meeting with the principal and a WEA representative to discuss whether other alternatives are available.

Modification in class size, scheduling and curriculum design may be made to accommodate the shifting demands that mainstreaming may create. Additionally, the District will provide materials, pupil personnel and supportive services for the teacher and student with a disability, in keeping with each individual student's IEP. 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 disability 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 Whenever a bargaining unit member is required to substitute during any portion greater than fifteen (15) minutes of a scheduled planning period due to exigent circumstances, they/she/he shall be compensated not less than fifty dollars (\$50) per occurrence.

- 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 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. This facility shall be installed prior to the end of September.
- 6.11 Upon the request of the majority of teachers in each building, the following machines shall be installed in faculty lounges: two (2) coffee makers and two (2) refrigerators. 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, and removal of all or any vending machines.
- 6.12 Parking and indoor facilities shall be maintained in a safe condition. The exclusive remedy for the perceived violation of the prior shall be the filing of a complaint with Michigan Occupational Safety and Health Administration (MIOSHA).
- 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 their/her/his designated representative, teachers may leave the building during an individual plan time. Notification consists of signing out, e-mail, or text message. Teachers must sign in, e-mail, or text message at least five (5) minutes before their next scheduled obligation.
- 6.15 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.

- 6.16 Under emergency conditions, a teacher may leave before the end of the day upon notifying the principal or assistant principal or, if no building administrator can be notified, the Director of Human Resources or designee. Additionally, the teacher will notify a colleague and ensure the immediate supervision of students as needed. The teacher will be subject to normal leave time deduction procedures.
- 6.17 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 they/she/he will not return the following school year shall file a notice of such intent with the Human Resource Office on or before such date. Any teacher determining after such date that they/she/he will not return the following school year will immediately upon knowing, file a notice of such intent with the Human Resource 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, failure to comply may trigger Teacher Tenure Act implications.
- 6.18 The Board shall provide adequate workspace for the bargaining unit member in which to teach. No bargaining unit member's workspace shall be permanently assigned to a hallway, project area, or open space. This workspace shall be private from high school student traffic. Special education itinerant staff, including Speech-Language Pathologists, 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.
- 6.19 No bargaining unit member 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 bargaining unit member 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. This subsection does not prevent the District from requiring adherence with District reporting requirements or Special Education procedures, nor shall it prevent the District from taking appropriate action to address misconduct.
- 6.20 Bargaining Unit Members assigned to more than one (1) building shall be provided, upon request, space in each school and lockable storage. Each such teacher shall be entitled to a desk in the school of the teacher's choice.

- 6.21 When a bargaining unit member is assigned a student from a special education program, the bargaining unit member shall not be expected to perform maintenance of a medical appliance or apparatus used by the student to sustain their/her/his bodily functions nor render care or maintenance of exceptional bodily functions related to the student's impaired condition except in emergencies or exigent circumstances. 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, as a general rule those services shall be provided by a qualified and trained person other than a bargaining unit member. In each such case, a determination shall be made in regard 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 bargaining unit members who are service providers 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 delegated.

ARTICLE 7

Teaching Hours

7.1 The Board may unilaterally set the daily class start and end times for each of the buildings in the District, provided that the Board adheres to the following conditions:

- A. The start time for each building shall be no earlier than 7:30 a.m.*
- B. The end time for each building shall be no later than 3:45 p.m.*
- C. The daily class times for each building must be published to the Waverly community no later than thirty (30) days prior to the start of the school year.
- D. Any decisions relative to daily class start and end times which do not adhere to the above-mentioned conditions must be negotiated with and agreed to by the Association.

* These times do not apply to the Alternative Education Program. The Alternative Education Program shall not exceed the seven (7) daily hours worked unless an increase is required to meet state instruction hour requirements for full state aid.

7.2 Teachers shall be on duty in accordance with the following:

- 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 the teacher.
- B. Open house/orientation, unless excused by the building principal; P.T.O. meetings and/or other school-sponsored activities/events, a maximum of two (2) being mandatory, unless excused by the building principal. Teachers shall be notified of the dates and times two weeks prior to the scheduled event.

- C. The school building graduation/commencement/recognition (not more than one) appropriate to the bargaining unit member placement.
 - D. Other functions by mutual consent or on a voluntary attendance basis.
 - E. Districtwide parent/teacher conferences. These conferences shall be scheduled at least two weeks in advance, one session may be virtual at the principal's discretion.
 - F. Not more than two (2) REED/IEP/504 meetings scheduled outside the contractual workday: before or after school. Additionally, such REED/IEP/504 meetings shall begin not later than thirty (30) minutes after, unless otherwise agreed upon, and shall not end later than ninety (90) minutes after the teacher's duty time and shall not start earlier than thirty (30) minutes prior to the teacher's duty time, and the teacher(s) shall be notified at least two (2) work days prior to any such meeting, unless agreed to by the affected teacher(s). The parties recognize that deviation from the above conditions may be necessary to meet State and Federal Law; in such cases, the affected teacher(s) shall be compensated at the rate of fifty dollars (\$ 50) per instance. The affected teacher(s) shall keep record of any and all such meetings described herein. The Director of Human Resources or designee shall request such records at the conclusion of each of the first and second semester to calculate a lump sum payment for the next pay period following the collections of records.
 - G. Building Level staff meetings.
 - H. Teachers may raise concerns regarding workload demands and seek resolution through the dialogue process outlined in 3.1.A.
- 7.4 Bargaining unit members will have the opportunity to give input into the preparation of the agenda for staff meetings. If an on-staff coach has a scheduled practice or contest during a staff meeting, they/she/he will be excused from attendance at that meeting. The bargaining unit member 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.
- 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.

- 7.6 Planning time is not duty-free as it occurs during the bargaining unit members' teaching hours; however, the use of that time shall regularly be at the discretion of each bargaining unit member.

The Association and the Board recognize the need for administration to direct bargaining unit members to attend necessary meetings that may occur during the bargaining unit members' planning time. These directives should occur infrequently, be related to work duties, and communicated at least two (2) workdays prior to the meeting, unless an emergency circumstance exists.

The Administrator that gives the directive to a bargaining unit member to attend any such meeting shall also attend (or an administrative level designee may attend) said meeting for at least the duration that the bargaining unit member is required to attend, unless an emergency circumstance exists or the parties otherwise agree.

A. Planning time shall be provided in the following amounts:

1. High school (9-12) teachers shall have one (1) of their assigned regular classroom periods for planning for each full student day.
2. Middle School (7-8) teachers shall have one (1) of their assigned regular classroom periods for planning for each full student day.
3. Intermediate school (5-6) classroom teachers shall normally have one (1) forty-eight (48) minute planning period for planning for each full student day. The Board and Association agree that exceptions to the preceding may arise. However, no classroom teacher shall receive less than two hundred and forty (240) minutes of prep time each full school week (prorated for school weeks that are less than full) nor less than thirty (30) minutes each full school day (prorated for school days that are less than full). Any deviation from the normal planning period arrangement shall be communicated by the building principal or designee not less than five (5) calendar days ahead of the start of the week when the exception will be made.
4. Elementary school (K-4) classroom teachers shall normally have not less than five (5) forty-five (45) minute planning periods per full student week and scheduled at least one (1) per day. The Board and Association agree that exceptions to the preceding may arise. However, no classroom teacher shall receive less than two hundred and twenty-five (225) minutes of prep time each full school week (prorated for school weeks that are less than full) nor less than twenty (20) minutes each full school day (prorated for school days

that are less than full). Any deviation from the normal planning period arrangement shall be communicated by the building principal or designee not less than five (5) calendar days ahead of the start of the week when the exception will be made.

B. K-6 special subjects teachers will not be assigned more than thirty (30) sections per week. A “section” for the latter purpose shall be defined as follows:

1. A forty-five (45) minute teaching period for grades K-4.
2. A forty-eight (48) minute teaching period for grades 5-6.

Every K-6 special subjects teacher 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 full instructional day. Additionally, K-6 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.

C. Each partial student day shall reduce planning time proportionally and no planning time will be afforded on State-required testing days nor on Professional Development (PD) days. Additionally, when a bargaining unit member is chaperoning a field trip that results in the loss of the scheduled planning time, the bargaining unit member is not entitled to planning time for that day. Buildings may opt for a comparable alternative planning schedule. The District shall notify teachers and the Association of the partial day planning period schedule no later than the first student day of the school year.

D. It is recognized that counselors shall have planning time per each regular school day that is equivalent in amount to that of teachers within their assigned building to implement their job duties.

7.7 Within fifteen (15) days of the start of the school year, the Association shall provide the District with a list of Association meetings. The District shall avoid scheduling District meetings which conflict with the Association's schedule, except in emergencies or exigent circumstances. The Association shall avoid scheduling meetings which conflict with the school calendar.

7.8 Specialists may require flexibility from the teacher daily hours, breaks or planning periods; limits on after-school meetings; and other similar limitations. A strict application of the regular education classroom schedule may restrict the ability to meet program and student needs by such certified personnel as counselors, special education teachers, teacher consultants and program coordinators. Specialists may request varying from the normal contract work hours and may present an appropriate work schedule for approval by the appropriate building principal or designee.

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 K-6 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 the pro-rated portion of the student day based upon the appropriate full-time salary.
 - C. At the high school, the rate for each class assigned to a part-time teacher will be the pro-rated portion of the student day based upon 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 extracurricular duties covered by this Agreement are set forth in Appendix B. Teachers shall inform the District at the time they sign their contract which of the following two options they choose for their extracurricular stipend payment:
- 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 A teacher may voluntarily execute the necessary tax forms to adjust deductions on lump sum payments in accordance with the IRS code. Adjustments must be made at least two weeks prior to the scheduled pay date.
- 8.4 The "BA," "MA/BA+36," "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/BA+36."

8.5 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 of successful teaching, or equivalent experience in other systems or in other work. First year teachers who have completed an approved teacher preparation program requiring an internship of actual student teaching experience equaling twenty-eight (28) or more weeks of classroom teaching, shall be placed on Step Two of the appropriate salary schedule.

8.6 A written statement from the teacher advising that they/she/he 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 Human Resources 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 of the Human Resources Director or designee prior to course enrollment.

8.7 All teachers of special education, social workers, physical therapists, psychologists, occupational therapists and speech and language pathologists shall receive one thousand five hundred dollars (\$1500) over the adopted salary schedule.

Additionally, special education teachers shall be entitled to two (2) “Professional Documentation Days” per semester with specific days pre-approved in writing by building principal or designee. Staff shall be on-site but free from student contact and regular work assignments (except in emergency situations) to allow for the focused completion of IEPs and service documentation as long as student service times are being met. Special Education shall be that as defined by law.8.8 In the event of a District error that results in a verified underpayment of wages or benefits under the terms of this agreement, the affected bargaining unit member will receive payment from the District in whole within two pay periods. In the event of a verified overpayment of wages or benefits under the terms of this agreement, the affected bargaining unit member will make repayment to the District. In the event that the bargaining unit member fails to make repayment, the District may payroll deduct the overpayment as a condition of this contract pursuant to the authority set forth in MCL 408.477.

- 8.9 All teachers shall be paid every two weeks, spread out over 21 or 26 pay periods, depending upon individual election; except that the Director of Finance will communicate with teachers if a 22 or 27 pay schedule is necessary to avoid payments prior to the first work day of the school year. Absent a written election, teachers shall be paid every two weeks, spread out over 26 or 27 pay periods.

Teachers wishing to change from one system to another must notify the Business Office, in writing, before July 1, in order to change their payroll deduction for the succeeding school year. Teachers shall be paid via direct deposit.

- 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 its portion of premiums and medical benefit plan costs for insurance benefits to full-time teachers as follows:

A. Bargaining Unit members shall have the option of health hospitalization protection through one of the following MESSA Plan Options:

1. MESSA Essentials \$375/\$750 In Network Deductible*, \$10/\$25/\$50/\$200 In Network Copays, 20% In Network Coinsurance, Essentials Rx Drug Plan
2. MESSA Balance+ \$1700/\$3400 In Network Deductible*, \$10/\$25/\$50/\$200 In Network Copays, 20% In Network Coinsurance, Balance+ Rx Drug Plan

3. MESSA Choices \$1000/\$2000 In Network Deductible*, \$20/\$25/\$50 In Network Copays, 10% In Network Coinsurance, 5-Tier Rx Drug Plan
4. MESSA ABC Plan 2 \$2000/\$4000 In Network Deductible*, \$0 In Network Copays, 0% In Network Coinsurance, 3-Tier Rx HSA Drug Plan
5. MESSA ABC Plan 2.5 \$2500/\$5000 In Network Deductible*, \$0 In Network Copays, 0% In Network Coinsurance, 5-Tier Rx HSA Drug Plan

The Medical Benefit Plan Coverage shall comply with the Patient Protection and Affordable Care Act (or its replacement), and the IRS Code, including all requirements necessary to avoid penalties, taxes, or fines attributable to the Board. Should the Association's plans fail to comply with the PPACA (or its replacement), or the IRS Code, the parties would meet immediately to choose compliant medical benefit plan coverage. The Association may offer at such a meeting a Plan it believes is compliant. If a plan has not been chosen within fifteen (15) days of above meeting, the District is free to choose a compliant plan which is comparable to the above listed coverage.

- B. The compliance method used by the District for purposes of the Publicly Funded Health Insurance Contribution Act shall be in the District's sole discretion. Regardless of the compliance method used by the District, for the 2026 medical benefit plan coverage year, the District will contribute the following amounts toward the cost of health insurance monthly, unless otherwise required by operation of law: Upon ratification of this Agreement, the District's monthly insurance premium/Medical Benefit Plan cost contribution to eligible employees shall be the applicable Public Act of 152 of 2012 hardcap, expressed as a monthly amount (the statutory hardcap divided by 12 months).

January 1, 2026 – December 31, 2026

- Single Subscriber: \$661.84/month per employee taking that coverage.
- Two-Person Subscriber: \$1,384.12/month per employee taking that coverage.

- Full Family Subscriber: \$1,805.03/month per employee taking that coverage.

January 1, 2027 – December 31, 2027

- Single Subscriber: \$682.36/month per employee taking that coverage.
- Two-Person Subscriber: \$1,427.02/month per employee taking that coverage.
- Full Family Subscriber: \$1,860.98/month per employee taking that coverage.

After December 31, 2027, the District will pay the hard cap amounts as determined by PA 152. If PA 152 is amended, repealed, or no longer in effect, then the most recent hard cap amounts shall be increased by the percentage increase in the health insurance cost up to three percent (3%) annually. If PA 152 is amended, the District will increase the contribution to meet the extent required by law.

The District's monthly contribution shall be applied to the monthly premium costs of one of the above plans. If the District's monthly contribution should exceed an employee's monthly premium cost, the District shall provide the remaining amount in said employee's HSA (when applicable) or an allowable 403b plan, so long as there are no additional costs to the District.

Bargaining unit members enrolling in health insurance shall pay any additional Medical Benefit Plan costs that exceed the Board's contribution (as indicated above) through payroll deduction, or by cash or check if the individual's payroll is not large enough for payroll deduction. If paid by cash or check, the bargaining unit member's payment is due on the first of the month in which coverage is being purchased. The bargaining unit member's payment amount shall be the difference between the actual Medical Benefit Plan costs and the Board's contribution amount (as indicated above). These payments will be spread over the number of months containing pay periods for the fiscal year that the subscriber has elected, in twice-monthly installments; however, in no instance shall the Board provide any employee prepayment (a loan of money) to cover the individual's portion of Medical Benefit Plan costs.

The Association may, at its sole discretion, after informing the District, modify or alter insurance plan specification(s) provided that: (i) any change in plan specifications will only become effective on January 1; and (ii) the Association absorbs the MESSA administrative costs (if any) of conducting additional open enrollment periods; (iii) that the plan or plan specification changes do not increase the District's costs as set forth in Article 8.11; and (iv) the plan meets the requirements listed above regarding the PPACA (or its replacement), and the IRS Code.

- C. Cash-In-Lieu Option: For teachers who do not enroll in health insurance, the employer will provide a cash option in lieu of health benefits. All employees as a condition to receiving cash in lieu must first provide documentation that they otherwise receive health insurance that meets the value and coverage requirements of the Affordable Care Act. The cash option shall be Two Hundred Fifty Dollars (\$250) per month. 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 if allowed by the IRS and the District's Section 125 plan. 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.
- D. Life Insurance: Twenty-Five Thousand Dollars (\$25,000) in District provided term life insurance with AD&D shall be provided through MESSA PAK.
- E. 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. The dental program meeting the above specifications shall be provided through MESSA PAK.

- F. Vision Insurance: Vision benefits shall be VSP-2 Silver as provided through MESSA PAK.
- G. 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:
 - 1. \$4,500 monthly maximum payment.
 - 2. 90 calendar day waiting period with modified fill.
 - 3. 66 2/3% of salary

LTD shall be provided through MESSA PAK according to the above specifications.

8.12 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 of less than fifty percent (50%) because of a reduction in staff will continue full insurance benefits afforded to them prior to said involuntary reduction for a period of twenty-four (24) months after the effective date of the reduction.

8.13 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. Teachers who are involuntarily reduced to part-time status of less than fifty-five percent (55%) because of a reduction in staff will continue to have full insurance benefits afforded to them prior to said involuntary reduction for a period of twelve (12) months after the effective date of the reduction.

- 8.14 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 or school year, whichever is earlier, at the employee's expense. 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 and must make premium payments prior to the first of every month a payment is due.

A teacher who completes the school year shall be entitled to receive District-provided insurance coverage at the contribution rates described above through August 31.

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 August 31. Retiring teachers shall notify Human Resources of MPSERS insurance coverage start date, at which time District insurance shall be discontinued.

8.15 **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 Seventy-Five Dollars (\$175) 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 Seventy-Five Dollars (\$275) per semester. This stipend shall be applied in lieu of Section 8.15A and shall not be used in conjunction with 8.15A.

- C. Travel to more than one building less than on a daily basis will be pro-rated under Section 8.15A or 8.15B.

8.16 Per Mile Reimbursement

- A. 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 8.16:
 - 1. Reimbursement shall not apply to the following:
 - 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 at the current IRS business standard mileage rate 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 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 8.16 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.
- 8.17 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.
 - 8.18 The salary schedule in effect for the 2026-2027, 2027-2028, and 2028-2029 school years shall be as depicted in Appendix A.
 - A. Prior to step advancement for the 2026-2027 school year, bargaining unit members shall be moved to the renumbered salary schedule. For step placement, bargaining unit members shall be moved to the step consistent with their salary placement for the 2025-2026 school year. After moving bargaining unit members to the renumbered salary schedule, bargaining unit members will advance one step for each year of the agreement, starting with the 2026-2027 school year, in comparison to the step on which they were placed in the previous school year or their most recent placement on the salary schedule. Bargaining unit members who are at Step11.5 shall be advanced to Step12.
 - B. Eligible bargaining unit members will be entitled to lateral column advancement each year of this agreement, starting in the 2026-2027 school year.
 - C. All active bargaining unit members will receive an off schedule payment of One Thousand Dollars (\$1,000) in the 1st pay of December for each year of the agreement, starting with the 2026-2027 school year, and part-time bargaining unit members will receive a prorated payment of the off-schedule payment based on their percentage of employment in relation to the employment of a full time bargaining unit member. This off schedule payment is limited to the 2026-27, 2027-28, and 2028-29 school years and is not a continuing obligation of the Board for any succeeding period.
 - 8.19 Extra Curricular positions and salary shall be as reflected in the Appendix B Schedule. Additional extra-curricular positions, including position descriptions and accompanying stipend, may be added during the duration of this Agreement upon agreement between the Board and the Association. When teachers or extra-

curricular personnel incur any authorized expense, the District will reimburse the expense within forty-five (45) days.

8.20 Salary Schedule Increment Credit shall be based on full yearly employment, which shall be defined as a full school day (or prorated in accordance with part-time employees) on all teacher workdays for the school year. Those bargaining unit members who take legally authorized leave shall not be penalized for that portion of leave.

- A. A teacher who is employed at least fifty percent (50%) or more of full yearly employment, and who is employed for the next year, shall be eligible for the appropriate step advancement.
- B. A teacher who is employed less than fifty percent (50%) of full yearly employment and who is employed for the next year, shall not be eligible for the appropriate step advancement.

ARTICLE 9
Deductions and Donations

- 9.1 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.
- 9.2 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.
- 9.3 Employees shall appropriately account for all monies collected on behalf of students, and shall not use these monies for personal uses.

ARTICLE 10

Leaves

- 10.1 Sick leave is earned and credited at the rate of twelve (12) days per year, prorated based on date of hire (after October 15) and/or date of departure, with an unlimited accumulation. Proration shall be based on days worked versus the scheduled workdays, rounded to the nearest full sick day. Previously accumulated sick leave 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. The first 72 hours of sick leave that qualify for the Earned Sick Time Act (“ESTA”) may be used for ESTA purposes as long as ESTA remains in effect. If any of those 72 hours of paid leave are used for an ESTA purpose, then ESTA applies to the use of that paid time off.

See Article 15 for value of accumulated sick leave upon retirement.

- 10.2 Chargeable leave is defined as leaves of absence with pay chargeable against the teacher’s sick leave allowance and 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 an “immediate family member” or legally recognized dependent living in the household, one (1) of those paid days not chargeable to sick leave. One (1) day per year for attendance at funerals of persons outside the extended family. Additional days may be granted upon approval of the Superintendent or designee.

“Immediate Family Members” shall include grandparents, grandchildren, parents including stepparents, spouse, domestic partner, children including step-children, in-laws and siblings.

- D. Donation of Leave Days will be in accordance with the following: In the event a bargaining unit member exhausts their/her/his accumulated leave,

they/she/he or another Association member may request the donation of sick days from all other bargaining unit members in the District for an occurrence of a personal FMLA-qualifying long term illness, injury, or disability in excess of yearly allotted or accrued leave and up to five (5) additional days of leave.

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

1. District EA 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 by the Association President to the Director of Human Resources Office and/or designee.
3. Days donated will be used in the order indicated by the Association President or of receipt by the Director of Human Resources Office and/or designee.
4. The Director of Human Resources Office and/or designee shall notify the donating employee in the event their/her/his donated day(s) are used.
5. Donated days will be used until such time as the employee reaches LTD eligibility.
6. Upon request of the bargaining unit member receiving the donation of days, they/she/he may request in writing to the Director of Human Resources that up to five (5) of the donated days be held not longer than the current school year for use upon their/her/his return from leave.
 - a. The allowable retention of five (5) additional days of leave, as noted above, will not carry over into the new school year and will be expunged at the end of the current school year should a balance remain.
 - b. The allowable retention of five (5) additional days of leave, as noted above, shall be used in accordance with Article 10.1 of the Master Agreement but shall not be used as personal business leave (Article 10.3)
7. Donors and recipients of leave days will be subject to state and federal taxes based on their daily rate.

- 10.3 Three (3) days personal business leave with pay - chargeable to sick leave - shall be granted. If a teacher leaves before the second semester, they/she/he 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 Director of Human Resources or designee.
- A. The District reserves the right to limit personal business leaves to not more than ten percent (10%) from the District or any individual building, allowing for a minimum of at least two (2) per building. Whenever possible, at least three (3) days advance notice shall be required, which may be waived by the Director of Human Resources or designee .
 - B. Denial of a single personal business leave day request may be appealed in writing to the Director of Human Resources or designee. 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 Director of Human Resources or designee, a teacher may use up to two (2) additional personal business days chargeable to the teacher's sick leave.
- 10.4 Any tenure teacher whose personal illness extends beyond the period compensated under the sick leave provision shall be granted an extended illness leave of absence without pay for such time as is necessary for recovery, but the total length of time shall not exceed two (2) 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 Disability Leave chargeable to sick leave shall include childbirth, childcare, extended childcare, and adoption leaves. New baby care, including adoptive and foster placement care, cannot be taken intermittently.
- A. Childbirth leave - chargeable to sick leave - shall be granted as follows:
 - 1. A pregnant bargaining unit member 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 bargaining unit member 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 bargaining unit member'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 - chargeable to sick leave - shall be granted as follows:

1. A bargaining unit member, 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, or the leave may be extended for the amount of time allowed under the Family Medical Leave Act. Upon return from a Child Care Leave, a bargaining unit member shall be entitled to return to the same or similar teaching position; however, the bargaining unit member 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 bargaining unit member shall notify the District in writing of their/her/his desire to take such leave and their/her/his intent to return and shall give such notice no less than thirty (30) days prior to the date on which their/her/his 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 or semester.
4. A bargaining unit member granted a Child Care Leave shall not use a medical leave chargeable to sick leave.

- C. Extended Child Care Leave Without Pay may be granted as follows:
 - 1. A bargaining unit member 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 Human Resources Office, in writing, on or before March 1 of the previous year.
 - 3. A bargaining unit member'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 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 bargaining unit member.
 - 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 is intended for a personal emergency not covered by other leave provisions of this Agreement and may be granted in accordance with the following:
 - A. 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 and shall include the reasons for the request.
 - B. 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. Teacher Exchange Leave
- D. Extended Leave of Absence

10.9 Teacher Exchange Leaves of absence may be granted. 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 their/her/his 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.

10.10 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 they/she/he 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 their/her/his 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 teacher returning from sabbatical leave will be restored either to the position from which leave was taken or to a substantially equivalent

position for which they/she/he is certified and qualified under the standards set forth in Section 12.1 (B) of this Agreement.

10.11 Association Leaves (referenced below) granted to the Association and Association President shall refer to the Local Association and Bargaining Unit President:

A. The District shall grant association release time for bargaining unit members not to exceed a total of 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. Association membership shall not be a condition to use association leave. However, the Association shall determine guidelines and grant approval for the appropriate use of association leave.

1. The Association shall reimburse the District for costs associated with Association Leave days, including substitute costs and employer contributions made to the Michigan Public School Employees Retirement System attributable to the salary paid for the released time whenever applicable. The District shall provide the Association with an invoice for stated costs and shall be paid within thirty (30) days of receipt of invoice.

2. Association release 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. When in the opinion of the Association President and Superintendent personnel problems exist necessitating their/her/his immediate presence, immediate release shall be granted.

10.13 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 Jury Duty Leave will be granted when a bargaining unit member is required to serve on jury duty, or subpoenaed as a witness, the bargaining unit member shall be paid the difference between their/her/his regular salary and the compensation for jury duty. Proof of jury duty must be provided to the payroll department.

10.15 The District shall grant conference leave chargeable to the conference bank, which shall contain the sum of Three Hundred Fifty dollars (\$350) per bargaining unit member per year to cover all personal professional development conference-related costs supported by receipts. Employees shall not draw external compensation for services rendered when using conference leave.

A. The following procedures shall be followed for conference leave:

1. A bargaining unit member shall make a conference request to the Building Principal or designee;
2. The Building Principal or designee may grant conference leave to bargaining unit members chargeable to the conference bank;
3. 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.
4. A copy of the conference request, approved or denied, shall be submitted to and maintained in Central office.

B. When an administrative request is made of and granted by the Building Principal, or their/her/his designee, a bargaining unit member may attend professional conferences or extracurricular related activities without deduction from conference allowances.

10.16 Any bargaining unit member who willfully violates their/her/his sick leave or who willfully misrepresents any statements or conditions under said policy shall be subject to discipline, up to and including discharge.

10.17 An extended leave of absence without pay or benefits may be granted by the District for purposes not covered by other leave provisions of this Agreement up to one (1) year and in accordance with the following:

A. Such a leave shall require confirmation by the Board of Education.

- B. 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.
- C. An extended leave of absence shall be without pay and benefits as noted above.

10.18 When on leave not chargeable to sick leave, the amount of sick leave will be that which the teacher had immediately prior to the leave.

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

- A. The bargaining unit member 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) or military leaves taken under Section 10.13 of this Agreement. For those leaves, bargaining unit members shall provide notice of their intent to return from leave within the maximum allowable time for such notice under those laws.
- B. If a bargaining unit member 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 bargaining unit member's voluntary resignation.
- C. A bargaining unit member 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 they/she/he is certified and qualified.

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

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

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

10.20 Salary Schedule Increment Credit - Salary schedule increment credit for Extended Illness Leaves shall be given up to a maximum of one (1) 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 increases. However, 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 8.18. Full yearly employment shall be defined as a full school day on all teacher workdays for the school year.

10.21 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 Districtwide and building level professional development days.

- A. 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. Professional Development shall be scheduled for no more than forty-two (42) hours in a school year as designated on the school calendar, which shall not include annual professional development training for probationary teachers as referenced in Subparagraph D.
- B. Building Level Professional Development/Staff Meetings: A total of not more than twelve (12) hours during the school

year may be scheduled for after-school building level staff meetings. Staff Meetings may only be scheduled on days designated as such on the school calendar, except when there is mutual agreement between the Building Level Principal and a majority of their/her/his staff.

Such time shall be scheduled for not less than sixty (60) minutes and not more than ninety (90) minutes, beginning at the end of teacher duty time.

- 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

Placement

A. Placement of Specialists

- 11.1 Specialist positions are considered vacant when bargaining unit member(s) holding the position(s) are discharged, quit, retire, transfer, promoted, or otherwise permanently vacate 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 their/her/his seniority, certification and qualifications, then that specialist shall be recalled and the vacancy shall not be posted.
- 11.2 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.
- 11.3 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.
- 11.4 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 Human Resources 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 their/her/his 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 their/her/his 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.

11.5 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, they/she/he shall be provided additional preparation time. If a specialist is required to change their/her/his 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.

11.6 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 they/she/he may have had under this Agreement prior to such transfer to supervisory or executive status.

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

1. Layoffs of specialists shall be according to Article 16.
2. 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.

B. Placement of Teachers, Including All Teachers of Record

11.8 The superintendent or designee decides placement decisions, when a vacancy exists and when a posting is made. A “vacancy” shall be defined as an unassigned, open position or a newly created position the District intends to fill. A teaching vacancy shall be posted at least five (5) calendar days prior to being filled.

11.9 The superintendent or designee has discretion to fill a vacancy, place or transfer a teacher, including all teachers of record, into a position for which they are certified and qualified, first considering effectiveness. After considering effectiveness, the Superintendent or designee may base the decision on any reason that is non-arbitrary or capricious including but not limited to the following factors:

1. Compliance with State and Federal laws, regulatory standards, and state grant and categorical funding requirements;
2. Qualifications determined by the district, including but not limited to credentials

necessary for school or program accreditation;

3. Disciplinary record;
4. Effectiveness based on previous evaluations;
5. Length of service in the grade level or department;
6. Professional development, special training, additional training, additional certification(s), and experiences that lend themselves to the classroom;
7. Recency of relevant and comparable teaching assignments;
8. Punctuality and habitual use of unexcused days not protected by FMLA, ADA, or other state or federal law;
9. Regular and consistent positive or negative rapport with colleagues, parents, and students;
10. Ability to withstand the strain of teaching standard as defined by law.
11. Seniority shall be considered as a tiebreaker if a teacher placement or reduction/recall decision involves two or more teachers, and all other distinguishing factors are equal.

11.10 The Teacher and the Association will be notified in person of the anticipated placement change and the reason for the change by the Superintendent or designee.

C. Notice of Intent

11.11 Teachers or specialists who desire a transfer in grade or subject assignment or who desire a transfer to another building, shall file a written statement of such desire to the Director of Human Resources or designee, as soon as practicable, but no later than May 1 each contract year (for placement decisions for the next contract year). The statement shall indicate the grade, subject and building desired.

11.12 Probationary Teachers cannot grieve any aspect of this Article. Tenured Teachers may grieve alleged violations of this Article through MERC Mediation.

ARTICLE 12
Certification, Qualifications and Evaluation

12.1 Certifications and qualifications shall be determined by the following:

- A. Certification shall be defined as the appropriate State certification, approval or licensure applicable to the bargaining unit member's assignment.
- B. "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 a position assigned. It is the bargaining unit member's responsibility to file such certificates, licenses, endorsements, or approvals with the District. The certification status of a bargaining unit member on file with the District shall be considered conclusive for all purposes under this Agreement.

The bargaining unit member shall provide written notice to the District of any change to their/her/his 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, expirations, revocations, and any limitations thereon.

- C. Bargaining unit members shall not be assigned outside the scope of their certificate (license or approval) and their qualifications, except temporarily and for good cause, and the Association shall be so notified in each instance.

12.2 The evaluation process for Specialists shall be according to the following procedures:

- A. A specialist 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.
- B. 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 the evaluation process 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 their/her/his 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. This evaluation process shall include observations that do not compromise the role and function of the position (e.g. confidentiality, impact on the results of student evaluations, etc.).
 4. Specialists 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. Specialists 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.
- C. Specialists in their first four (4) years of employment cannot grieve any aspect of the evaluation process. Specialists with more than four (4) years of employment may grieve alleged violations of the evaluation process up through arbitration.
- 12.3 The evaluation process for bargaining unit members working in multiple buildings shall be evaluated according to the following procedures:
- A. Bargaining unit members that work in multiple buildings will be assigned a primary evaluator.
 - B. Bargaining unit members will receive written notification by October 1 stating who will serve as their primary evaluator.
 - C. Each building administrator in whose building the bargaining unit member works may provide input for that bargaining unit member's evaluation.
- 12.4 The evaluation process for teachers, including all teachers of record, shall be according to the following procedures:

- A. Teachers shall be evaluated annually utilizing the “Thoughtful Classroom” system unless otherwise agreed in writing by the parties. The current tool being used shall be posted on the District’s website.
- B. Student growth shall be measured utilizing student learning objectives identified by the State of Michigan, unless otherwise agreed in writing by the teacher and building principal.
- C. Probationary teachers cannot grieve any aspect of the evaluation process. Tenured Teachers may grieve up to, but excluding arbitration; except, tenured teachers are allowed to arbitrate final evaluation ratings as allowed by Section 1249 of the revised school code.

12.5 Mentor Teacher / Specialist

A. Definition and Purpose

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

member of the bargaining unit on probation or as required by law shall be assigned a Mentor by the Superintendent or their/her/his designee. The Mentor shall be available to provide professional support, consultation, 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. The District also may provide mentors to new or other employees not covered by this subsection. In this event, all of the terms of this Article shall apply.

B. Mentor

The list of Mentor volunteers will be sent to the principals by July 1. There normally shall be no more than one (1) mentee per mentor.

C. Mentor Responsibilities

1. Before the mentorship begins, the principal/supervisor and mentor shall follow the procedure established by the District.
2. Under no circumstances shall a mentor be utilized as the mentee’s evaluator.
3. The fundamental responsibility of the mentor is to support the mentee to grow professionally. The focus of each mentor-mentee interaction

must be based on the Teacher Effectiveness Framework of the Thoughtful Classroom for Teaching.

4. Mentors are responsible for documenting and reporting dates, times, and focus of interactions appropriate to the mentee's level of experience to Human Resources to receive compensation.
5. Mentors who are identified before January 1st shall meet with assigned new staff members as follows:
 - a. 1st Year Teacher: 18 hours/year*
 - b. 2nd Year Teacher: 9 hours/year*
 - c. 3rd/4th Year Teacher: 4 hours/year*

Proration: Mentors who are identified after January 1st shall meet with assigned new staff members as follows:

- a. 1st Year Teacher: 2 hours/month*
 - b. 2nd Year Teacher: 1 hour/month*
 - c. 3rd/4th Year Teacher: 1 hour/quarter*
6. for mentors identified after March 1 may be prorated based on percentage of days assigned as a mentor and completion of mentor meetings and PLC requirements.
 7. If the mentor/mentee relationship is not successful, the parties may agree to the assignment of a new mentor.

D. Release Time

Release time will be provided as 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 days	Fourth Year

If the Mentor believes that additional release time is needed, such requests 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. Professional Learning

Mentors and Mentees are required to attend a minimum of 3 PLC training sessions after school. Selection of which training sessions will be attended will be based on which sessions best support the areas of need for the mentee.

F. Compensation

1. learning requirements and Mentor Responsibilities outlined in this Article (2.D.)

a. Mentors

- i. Mentoring a first-year mentee requires a minimum of 18 hours* per year and earns a \$600.00 annual stipend.
- ii. Mentoring a second-year mentee requires a minimum of nine hours* per year and earns a \$300.00 annual stipend.
- iii. Mentoring a third- and fourth-year teacher requires a minimum of four hours* per year and earns a \$150.00 annual stipend.

*One hour = 60 minutes of contact time outside of contractual hours

ARTICLE 13
Curriculum Work

- 13.1 When deemed necessary by the Superintendent or designee, in the interest of systemwide curriculum improvement, the Director of Teaching and Learning may invite educational leaders to review, discuss, and develop curriculum work.
- 13.2 When the Director of Teaching and Learning enacts Article 13.1, they/she/he shall notify the Association in writing of the following:
 - A. The purpose, objectives, and/or goals of the group's efforts;
 - B. The bargaining unit members involved (including position and placement) (including position and placement) of the group.

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. School 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 unless disclosure is required by law.

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. All procedures herein are subject to, and shall be interpreted in conformity to, the Uniform Arbitration Act. The provisions of the agreement that are consistent with the Uniform Arbitration Act, and that may be waived under same, shall be retained.

- A. **Level One** - A teacher believing they/she/he has a grievance is encouraged to first informally discuss the matter with their/her/his 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 their/her/his 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 their/her/his designee will schedule and hold a Level Two grievance conference and render a decision in writing.
- C. **Level Three** – Within 10 days of the disposition at Level Two, the grievant or Association may file with the Michigan Employment Relations Commission (MERC) a request for mediation, with a copy to the Superintendent. If the matter is resolved at mediation, the resolution must be reduced to writing. The grievant or Association may skip Level Three and proceed to arbitration. Except for grievances expressly limited by Article 5 or other provisions of this Agreement, the grievant or Association may elect to bypass Level Three and proceed directly to arbitration.
- D. **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 or Level Three mediation meeting, 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 they/she/he shall be empowered, except as their/her/his 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 them/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. They/She/He shall have no power to establish salary scales.
5. They/She/He 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 their/her/his 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 their/her/his 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 bargaining unit member retires under the provisions of the Michigan Public School Employees Retirement System (MPERS), and after the equivalent of ten (10) years of working in the Waverly Schools, they/she/he 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 working at Waverly beyond the first ten years stated above, provided the total maximum amount received shall not exceed Three Thousand Five Hundred dollars (\$3,500) Notice of resignation on the forms provided by 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 bargaining unit member retires under the provisions of this Article at a time other than the end of the school year, that bargaining unit member shall receive the amount designated in Article 15.1 within thirty (30) days after the retirement date, but shall not be eligible under Article 15.3.
- 15.3 Upon retirement under the provisions of the Michigan Public School Retirement System, a bargaining unit member retiring at the end of the current school year shall receive a cash payment from the District equal to fifty percent (50%) of the current year's salary value of one of their/ her/his workdays times the number of sick days accumulated by the bargaining unit member on the effective date of their/her/his resignation, according to the following conditions and limitations:
- A. \$ 6,000 if the bargaining unit member's resignation is received by January 31
 - B. \$4,000 if the bargaining unit member's resignation is received by February 28
 - C. \$3,000 if the bargaining unit member's resignation is received by March 31
 - D. \$2,000 if the bargaining unit member's resignation is received by April 30

ARTICLE 16

Layoff and Recall

A. Generally

- 16.1. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of employee assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing staff or that a reduction in staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the positions to be reduced.
- 16.2. Bargaining unit members must provide the District with current information and documentation supporting their certification and qualifications.
 - A. Reduction and recall decisions will be based on the bargaining unit member's certification and qualifications in the District's records at the time of the decision.
 - B. A laid off bargaining unit member must maintain current contact information (address, phone, email address) with the Human Resources Office.
 - C. Failure to maintain current contact information may negatively affect the bargaining unit member's recall.
- 16.3. Bargaining unit member reduction and recall decisions are made by formal Board action. Before formal Board action is taken, the Superintendent or designee will notify the Association of the basis of the reduction and recall recommendation. Prior to issuance of layoff notices, the Association will be given an opportunity to make specific recommendations regarding the particular implementation of layoff and recall procedures planned by the district.

B. Seniority Generally

- 16.4. 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 they/she/he resigns, retires, or is discharged by the Board.

- 16.5. 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.

C. Specialists Layoff

- 16.6. 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.

- 16.7. 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 specialist layoff procedure.

The specialists shall be placed based upon their/her/his certification and qualifications and seniority.

If there is no vacancy to which the displaced specialist can be assigned, based on their/ her/his certification and qualifications and seniority, they/she/he 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.

- 16.8. The Board shall give specialists who are to be laid off at least forty-five (45) days' written notice.

- 16.9. "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;
- B. Significant, relevant job accomplishments and contributions.
- C. Relevant special training and the integration of that training into practice.

D. Disciplinary record

16.10. "Certification" or "certified" shall be as defined in Article 12.1, of this Agreement.

D. Recall of Specialists

16.11. 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) they/she/he has been laid off entirely and possesses recall rights; or (2) they/she/he was a full-time specialist, and their/her/his 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 their/her/his rights to recall to a full-time assignment.

A specialist's right to recall shall be limited to eighteen (18) months 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.

16.12. 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 they/she/he is certified and qualified, providing they/she/he submits a request to the Superintendent in writing on or before April 1.

- 16.13. 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.

E. Layoff of Teachers, Including Teachers of Record

- 16.14. The Superintendent or designee will provide written notice of reduction in force or recall decisions to each affected employee and Association. Prior to any layoff being issued to an employee, the Superintendent or designee will consult with the Association President to assist in planning the timing and method of delivery of the notification to the employee. If the notice of layoff occurs before the employee's obligations with students have ended for the day or on a day that immediately precedes a school day with students, the employee shall be offered the use of a school business day.
- 16.15. All teacher, including teacher of record, layoff/recall decisions will consider employee effectiveness. The following hierarchy will be considered:
 - A. Required and appropriate certification/license, approval, or authorization for all aspects of the assignment. The certification/licensure, approval, or authorization,

as determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.

- B. Employees shall be placed into "bands" (effective, developing, or needing support) based on their three most recent annual performance evaluations. Employees with the highest overall rating average between those three years will be retained first. Employees from subsequent and descending rating bands shall then be retained.
- C. After considering "effectiveness," the Board may consider any non-arbitrary or capricious reason, including the following shall be considered:
 - Specialized credentials relevant to assignment;
 - Subdomain rating of evaluation tool
 - Credentials needed for District, school, or program accreditation;
 - Compliance with state and federal law;
 - Specialized training;
 - Length of service in grade levels or subject areas, including but not limited to recency of relevant and comparable teaching assignments;
 - Compliance with receipt of foundation, grant, or categorical funding;
 - Discipline
- D. Seniority may also be a factor. In the event it becomes necessary to choose between two or more employees with the same assigned seniority date, the tie will be broken by:
 - Experience in other school systems (public school or not, as long as the employee had state certification at the time) and it was a K-12 permanent position (substitute teaching does not count)
 - Number of degrees attained.
 - If all above criteria are equal, the Superintendent or designee shall be empowered to draw lots in the presence of the Association President to make the final decision.
- F. Recall of Teachers, Including Teachers of Record

16.16. Recall Process

- A. The District shall construct and maintain a master recall list on which all teachers on layoff. This master recall list shall be shared with the Association.

- B. A teacher is eligible for recall under this Article for 18 months from the date the District implemented the reduction in force. A laid off employee shall retain their right to recall as long as they have notified the Human Resource department each year during the month of March in writing that they are available for recall and have kept the District informed of their current address at all times. Failure to do so will be deemed conclusive evidence of a voluntary resignation and shall result in the termination of further employment rights.
 - C. The Superintendent will first identify the grade level(s), academic level(s) or department(s) with a teaching or non-teaching vacancy.
 - D. Before or in lieu of initiating the recall of a laid-off teacher, the Superintendent may reassign a teacher to fill vacancies.
 - E. A laid-off teacher who is recalled and does not accept recall by the time specified in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.
- 16.17. Probationary Teachers cannot grieve any aspect of this Article. Tenured Teachers may grieve alleged violations of this Article through MERC Mediation.

ARTICLE 17

Job Sharing

- 17.1 Job sharing shall be defined as two teachers sharing one full time position.
- 17.2 Agreements to job share will be considered for approval by the Superintendent upon the recommendation of the building principal(s). The approval of a job-sharing assignment shall be the sole discretion of the Superintendent or designee. In order to establish a shared job assignment, the teachers involved should file an application with the building principal by March 1st. 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 should be completed by June 1, unless the parties mutually agree to an extension. Additionally, the final job-sharing assignment shall not be modified without consulting and informing the teachers involved.
- 17.3 The job-sharing assignment shall be evaluated as a factor in determining the continuation of the job-sharing assignment. The evaluation shall consider input from the participating teachers, building principal, and the Superintendent or designee.
- 17.4 If the job-sharing assignment is not renewed, the teachers will be returned to positions for which they are certified and qualified. Consideration will be given to returning teachers to their former positions if they exist.
- 17.5 Seniority shall accrue as if the teachers were employed full time.
- 17.6 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.
- 17.7 If teachers in a shared assignment substitute in each other's absence, they shall be paid the substitute rate.
- 17.8 Fringe benefits shall be pro-rated based on the fraction of time the position is shared in accordance with Article 8.11.
- 17.9 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.
- 17.10 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.

- 17.11 The job-sharing teachers shall confer regularly for the purpose of planning and parent communication. The principal shall make reasonable effort to provide for a common plan time.
- 17.12 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 Bargaining Unit Members

- 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 the following:
- A. All professional development days and shall be paid at their/her/his hourly rate of pay for all time in excess of their/her/his 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 afternoons / evenings than is required of a full-time teacher.
 - C. The first teacher workday in proportion to their/her/his part-time status.
- 18.4 Part-time teachers shall not be required to attend but shall have the option to attend the following:
- A. Records Day(s)
 - B. Building Level Professional Development (BLPD) / Staff meetings but are responsible for information provided.
- 18.5 If a bargaining unit member originally hired on a full-time basis is transferred from full-time to part-time employment status, the bargaining unit member shall be regarded as being on a partial leave of absence from their/her/his previous full time status. If the bargaining unit member desires to continue to be on part-time status, they/she/he shall notify the Board annually by March 1 of their/her/his desire to continue on partial leave and part-time status. The Board shall approve or disapprove of the request, in writing, by April 15.

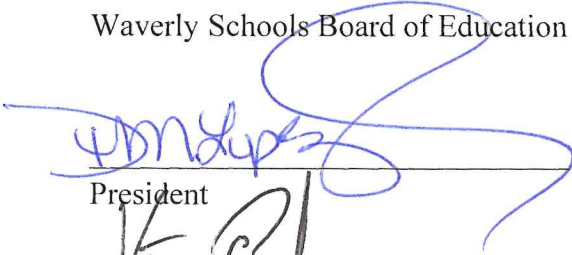
In the event that the partial leave is discontinued, a part-time bargaining unit member will be laid off pursuant to the layoff procedure in Article 16 of this Agreement.

A bargaining unit member 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.

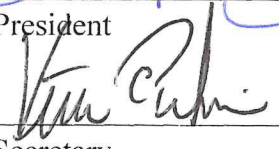
**ARTICLE 19
DURATION**

This agreement entered into on August 3rd, 2026 and shall be in effect from July 1, 2026, through June 30, 2029. 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.

Waverly Schools Board of Education



President

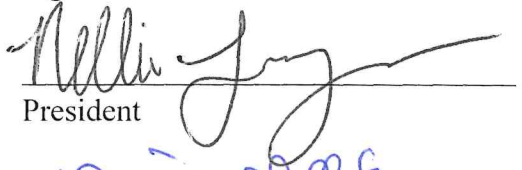


Secretary

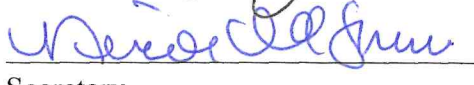
8/17/2026

Date

Waverly Education Association /
Ingham-Clinton Education Association



President



Secretary

8/12/2026

Date

APPENDIX A
2025-2026 Renumbered Salary Schedule

	Step	BA	MA/BA36	MA30	MA45
1		47,525	50,782	52,474	54,178
1.5		48,594	51,925	53,655	55,397
2		49,687	53,093	54,862	56,643
2.5		50,805	54,288	56,096	57,917
3		51,948	55,509	57,358	59,220
3.5		53,117	56,758	58,649	60,552
4		54,312	58,035	59,969	61,914
4.5		55,534	59,341	61,318	63,307
5		56,784	60,676	62,698	64,731
5.5		58,062	62,041	64,109	66,187
6		59,368	63,437	65,551	67,676
6.5		60,704	64,864	67,026	69,199
7		62,070	66,323	68,534	70,756
7.5		63,467	67,815	70,076	72,348
8		64,895	69,341	71,653	73,976
8.5		66,355	70,901	73,265	75,640
9		67,848	72,496	74,913	77,342
9.5		69,375	74,127	76,599	79,082
10		70,936	75,795	78,322	80,861
10.5		72,532	77,500	80,084	82,680
11		74,164	79,244	81,886	84,540
11.5		75,833	81,027	83,728	86,442
12		77,540	82,850	85,613	88,387

(See Article 8.17)

APPENDIX A
2026-2027 Salary Schedule

Step	BA	MA/BA36	MA30	MA45
1	48,476	51,798	53,523	55,262
1.5	49,566	52,964	54,728	56,505
2	50,681	54,155	55,959	57,776
2.5	51,821	55,374	57,218	59,075
3	52,987	56,619	58,505	60,404
3.5	54,179	57,893	59,822	61,763
4	55,398	59,196	61,168	63,152
4.5	56,645	60,528	62,544	64,573
5	57,920	61,890	63,952	66,026
5.5	59,223	63,282	65,391	67,511
6	60,555	64,706	66,862	69,030
6.5	61,918	66,161	68,367	70,583
7	63,311	67,649	69,905	72,171
7.5	64,736	69,171	71,478	73,795
8	66,193	70,728	73,086	75,456
8.5	67,682	72,319	74,730	77,153
9	69,205	73,946	76,411	78,889
9.5	70,763	75,610	78,131	80,664
10	72,355	77,311	79,888	82,478
10.5	73,983	79,050	81,686	84,334
11	75,647	80,829	83,524	86,231
11.5	77,350	82,648	85,404	88,171
12	79,091	84,507	87,325	90,155

On-schedule increase of 2%. Bargaining unit members shall also receive a \$1,000.00 off-schedule payment, less normal withholdings.

(See Article 8.17)

APPENDIX A
2027-2028 Salary Schedule

Step	BA	MA/BA36	MA30	MA45
1	49,446	52,834	54,593	56,367
1.5	50,557	54,023	55,823	57,635
2	51,695	55,238	57,078	58,932
2.5	52,857	56,481	58,362	60,257
3	54,047	57,751	59,675	61,612
3.5	55,263	59,051	61,018	62,998
4	56,506	60,380	62,391	64,415
4.5	57,778	61,739	63,795	65,864
5	59,078	63,128	65,231	67,347
5.5	60,407	64,548	66,699	68,861
6	61,766	66,000	68,199	70,411
6.5	63,156	67,484	69,734	71,995
7	64,577	69,002	71,303	73,614
7.5	66,031	70,554	72,908	75,271
8	67,517	72,143	74,548	76,965
8.5	69,036	73,765	76,225	78,696
9	70,589	75,425	77,939	80,467
9.5	72,178	77,122	79,694	82,277
10	73,802	78,857	81,486	84,128
10.5	75,463	80,631	83,320	86,021
11	77,160	82,446	85,194	87,956
11.5	78,897	84,301	87,112	89,934
12	80,673	86,197	89,072	91,958

On-schedule increase of 2%. Bargaining unit members shall also receive a \$1,000.00 off-schedule payment, less normal withholdings.

(See Article 8.17)

APPENDIX A
2028-2029 Salary Schedule

Step	BA	MA/BA36	MA30	MA45
1	50,435	53,891	55,685	57,494
1.5	51,568	55,103	56,939	58,788
2	52,729	56,343	58,220	60,111
2.5	53,914	57,611	59,529	61,462
3	55,128	58,906	60,869	62,844
3.5	56,368	60,232	62,238	64,258
4	57,636	61,588	63,639	65,703
4.5	58,934	62,974	65,071	67,181
5	60,260	64,391	66,536	68,694
5.5	61,615	65,839	68,033	70,238
6	63,001	67,320	69,563	71,819
6.5	64,419	68,834	71,129	73,435
7	65,869	70,382	72,729	75,086
7.5	67,352	71,965	74,366	76,776
8	68,867	73,586	76,039	78,504
8.5	70,417	75,240	77,750	80,270
9	72,001	76,934	79,498	82,076
9.5	73,622	78,664	81,288	83,923
10	75,278	80,434	83,116	85,811
10.5	76,972	82,244	84,986	87,741
11	78,703	84,095	86,898	89,715
11.5	80,475	85,987	88,854	91,733
12	82,286	87,921	90,853	93,797

On-schedule increase of 2%. Bargaining unit members shall also receive a \$1,000.00 off-schedule payment, less normal withholdings.

(See Article 8.17)

Appendix B

Extra-Curricular Assignments

A. Annual Appointments – Athletics, Music and Art

1. At the time the extra-curricular assignment is made, such assignment will be accompanied with a written statement, which shall name the bargaining unit employee, the assignment, step placement (based on years of relevant experience), responsibilities, the duration of the assignment, and compensation to be paid.
2. A bargaining unit employee may resign an extra-curricular assignment upon notice.

3.

B. Annual Appointments – Advisor/Chair

1. At the beginning of each school year, the building principal shall submit the advisor or chair positions recommended for funding for the ensuing school year to the Director of Human Resources, or designee.
2. The Director of Human Resources, or designee will identify which advisor or chair positions are approved for funding for that school year.
3. approved funded advisor or chair positions.
4. If there are no volunteers within the building for an advisor or chair position, such position shall be posted District-wide.
5. Upon District-wide posting, any District employee may apply to serve in the advisor or chair position; however, a bargaining unit employee will be considered for appointment prior to another District employee being selected outside the unit.
6. Building principal shall select their advisor or chair.
7. advisor or chair positions should be completed prior to September 30, unless an unusual situation is determined to have delayed this process.
8. At the time the extra-curricular assignment is made, such assignment will be accompanied with a written statement, which shall name the bargaining unit employee, the assignment, step placement (based on years of relevant experience), responsibilities, the duration of the assignment, and compensation to be paid.
9. A bargaining unit employee may resign an extra-curricular assignment upon notice. However, a bargaining unit 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

C. Evaluations

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

1. The appropriate administrator is required to evaluate all specialists in a coaching position.
2. Evaluations for specialists will be done on an annual basis.
3. The appropriate administrator will evaluate all other extracurricular positions assigned to specialists and shall follow a standard format to be mutually agreed upon by the Board and the Association.

- D. The Board retains discretion to cancel or leave vacant any of these positions. For athletic positions cancelled before or during the season, the amounts listed above will be pro-rated to the percentage of the season completed if a season is cancelled in whole or part. A sports season is defined as the number of weeks from the first day of practice through the final event of the regular season. Additionally, in recognition of preseason work, any cancelled position shall receive \$100, less applicable deductions, contingent upon a letter from the affected coach(es) to the Athletic Director explaining the nature of the preseason work already completed. For non-athletic positions, the proration shall be based on the percentage of the individual contract completed.

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.

Amounts listed in this Schedule B will be paid in full by the District; however, the District may use appropriate grant dollars when awarded to subsidize the amounts.

- E. The Appendix B stipends are based on the following:

1. Assignments that are specific components of educational work (formerly "8.8 positions" shall be listed as definitive amounts.
2. Assignments that are not specific components of educational work shall be listed as percentages of Step 1 MA/BA+36

Appendix B
High School Extra-Curricular Assignments

<u>Athletics</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Baseball, Head Coach	5%	7%	10%
Baseball, JV Coach	4%	5%	6%
Baseball, 9th Coach	4%	5%	6%
Baseball, Assistant Coaches (3)	1%	1%	2%
Basketball, Head Coach – Boys	8%	10%	12%
Basketball, Head Coach – Girls	8%	10%	12%
Basketball, JV Coach – Boys	5%	7%	8%
Basketball, JV Coach – Girls	5%	7%	8%
Basketball, 9th Coach – Boys	5%	7%	8%
Basketball, 9th Coach – Girls	5%	7%	8%
Basketball, Assistant Coaches -- Boys (3)	1%	1%	2%
Basketball, Assistant Coaches -- Girls (3)	1%	1%	2%
Bowling, Varsity Coach - Boys	4%	6%	9%
Bowling, Varsity Coach - Girls	4%	6%	9%
Bowling, JV Coach - Boys	3%	4%	5%
Bowling, JV Coach - Girls	3%	4%	5%
Bowling, Assistant Coaches – Boys (1)	1%	1%	2%
Bowling, Assistant Coaches – Girls (1)	1%	1%	2%
Cross Country – Boys	4%	6%	9%
Cross Country – Girls	4%	6%	9%
Cheerleading, Head Coach – Fall (Sideline)	4%	5%	6%
Cheerleading, Head Coach – Winter (Competitive)	4%	5%	6%
Cheerleading, JV Coach – Fall (Sideline)	3%	3%	4%
Cheerleading, JV Coach – Winter (Competitive)	3%	3%	4%
Dance Team, Head Coach – Fall	3%	4%	5%
Dance Team, Head Coach – Winter	3%	4%	5%
Flag Corp, Head Coach	3%	4%	5%
Football, Head Coach	8%	10%	12%
Football, JV Coaches	5%	7%	8%
Football, 9th Coach	5%	7%	8%
Football, Assistant Coaches (7)	2%	3%	3%
Golf, Head Coach – Boys	5%	6%	9%
Golf, Head Coach – Girls	5%	6%	9%
Golf, JV Coach -- Boys (3)	3%	4%	5%
Golf, JV Coach -- Girls (3)	3%	4%	5%
Lacrosse, Head Coach – Boys	5%	7%	10%
Lacrosse, Head Coach – Girls	5%	7%	10%

Soccer, Head Coach – Boys	5%	7%	10%
Soccer, Head Coach – Girls	5%	7%	10%

<u>Athletics</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Soccer, JV Coach – Boys	3%	4%	5%
Soccer, JV Coach – Girls	3%	4%	5%
Soccer, Assistant Coach -- Boys (2)	1%	1%	2%
Soccer, Assistant Coach -- Girls (2)	1%	1%	2%
Softball, Head Coach	5%	7%	10%
Softball, JV Coach	4%	5%	6%
Softball, 9th Coach	4%	5%	6%
Softball, Assistant Coaches (3)	1%	1%	2%
Swimming, Head Coach – Boys	7%	9%	11%
Swimming, Head Coach – Girls	7%	9%	11%
Swimming, Assistant Coach -- Boys	1%	1%	2%
Swimming, Assistant Coach -- Girls	1%	1%	2%
Tennis, Head Coach – Boys	5%	6%	9%
Tennis, Head Coach – Girls	5%	6%	9%
Tennis, JV Coach – Boys	3%	4%	5%
Tennis, JV Coach – Girls	3%	4%	5%
Track, Head Coach – Boys	5%	7%	10%
Track, Head Coach – Girls	5%	7%	10%
Track, Assistant Coaches – Boys	5%	6%	8%
Track, Assistant Coaches – Girls	5%	6%	8%
Volleyball, Head Coach	6%	8%	12%
Volleyball, JV Coach	5%	6%	8%
Volleyball, 9th Coach	5%	6%	8%
Wrestling, Head Coach – Boys	6%	8%	12%
Wrestling, Head Coach – Girls	6%	8%	12%
Wrestling, JV Coach	5%	6%	8%
Wrestling, Assistant Coaches (2)	1%	1%	2%

<u>Music / Arts</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Band Director	7%	9%	10%
Orchestra Director	5%	6%	7%
Vocal Music Director	7%	9%	10%
Theater Director – Fall	4%	5%	5%
Theater Director – Spring	5%	6%	8%

<u>Advisors / Chairs</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
--------------------------	---------------	---------------	---------------

Department Chair	\$ 800	900	1000
Entrepreneurship Advisor	\$1000	1200	1500
Entrepreneurship Assistant Advisor	\$ 500	600	700
Cultural Advisor	\$1400	1500	1600
Math Club Advisor	\$ 700	900	1100
Science Club Advisor	\$ 700	900	1100
Freshman Class Advisor	\$1100	1500	2300
Sophomore Class Advisor	\$1100	1500	2300
Junior Class Advisor	\$1300	1700	2900
Senior Class Advisor	\$1300	1700	2900
Head National Honor Society Advisor	\$2100	2700	3100
Assistant National Honor Society Advisor (2)	\$1000	1400	2200
National Honor Society Faculty Council (5)	\$250	300	350
Spanish Honor Society Advisor	\$1300	1700	2100
French Honor Society Advisor	\$1300	1700	2100
Student Senate Advisor	\$2100	2700	3100
BSU Advisor	\$1000	1100	1300
APAC Advisor	\$1000	1100	1300
SAGA Advisor	\$1000	1100	1300
Quiz Bowl Advisor	\$1000	1100	1300
Global Education Advisor	\$1000	1100	1300
Interact Advisor	\$1000	1100	1300
Model UN Advisor	\$1000	1100	1300
Latinos Unidos Advisor	\$1000	1100	1300
School Improvement Chair	\$1400	1500	1600
School Improvement Vice-Chair	\$500	600	700
School Newspaper Advisor	\$1300	1700	2000
School Yearbook Advisor	\$2300	3000	3400
eSports Advisor – Fall	\$600	800	1000
eSports Advisor – Winter	\$600	800	1000
eSports Advisor– Spring	\$600	800	1000
Staff Trainer (after hours / summer)	\$1400	1500	1600
Robotics Advisor	\$1800†	2400†	3000†
Robotics Assistant Advisor	\$700†	900†	1100†
Unified Champion Advisor	\$3100	3300	3500
Unified Champion Coach	\$500	700	900

Appendix B
Middle School Extra-Curricular Assignments

<u>Athletics</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Basketball, 7th Coach – Boys	4%	5%	6%
Basketball, 7th Coach – Girls	4%	5%	6%
Basketball, 8th Coach – Boys	4%	5%	6%
Basketball, 8th Coach – Girls	4%	5%	6%
Cross Country	3%	4%	5%
Football, 7th Coach – Boys	4%	5%	6%
Football, 8th Coach – Boys	4%	5%	6%
Track, Head Coach – Boys	5%	6%	7%
Track, Head Coach – Girls	5%	6%	7%
Volleyball, 7th Coach	3%	4%	5%
Volleyball, 8th Coach	3%	4%	5%
Swim Coach – Boys	3%	4%	5%
Wrestling, Head Coach	3%	4%	5%
<u>Music / Arts</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Band Director	4%	5%	6%
Orchestra Director	2%	3%	3%
Vocal Music Director	2%	3%	3%
Drama Club Advisor	2%	3%	3%
<u>Advisors / Chairs</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Department Chair	\$600	700	800
Cultural Advisor	\$1400	1500	1600
Junior Honor Society	\$1200	1600	1800
Quiz Bowl Advisor	\$1000	1100	1300
School Improvement Chair	\$1400	1500	1600
School Improvement Vice-Chair	\$500	700	900
School Yearbook Advisor	\$1200	1600	1800
Student Council Advisor	\$1100	1600	1800
Swim Coach - Boys	\$1600	2100	2600
Robotics Advisor	\$1100†	1300†	1600†
eSports Advisor (Fall)	\$600	800	1000
eSports Advisor (Winter)	\$600	800	1000
eSports Advisor (Spring)	\$600	800	1000
Orchestra Club Advisor	\$500	700	900
Unified Champion Advisor	\$1000	1100	1200
Unified Champion Coach	\$500	700	900

Key Personnel Response Team	\$500	700	900
SAGA Advisor	\$1000	1100	1300

Appendix B
East Intermediate Extra-Curricular Assignments

<u>Advisors / Chairs</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
5th Grade Chair	\$200	250	300
6th Grade Chair	\$200	250	300
Special Education Chair	\$1400	1500	1600
PTO Chair	\$600	650	700
PBIS Team (4)	\$250	300	350
Book-A-Day Coordinator	\$400	450	500
Spring Running Team Coordinator	\$400	450	500
Cultural Advisor	\$1400	1500	1600
School Improvement Chair	\$1400	1500	1600
School Yearbook Advisor	\$1200	1600	1800
Student Council Advisor	\$1200	1600	1800
Robotics Advisor	\$700 †	900 †	1100 †
Language Arts Resource	\$700	800	900
Math Resource	\$700	800	900
Orchestra Club Advisor	\$500	700	900
SAGA Advisor	\$1000	1100	1300
Science Resource	\$700	800	900
Social Studies Resource	\$700	800	900
Unified Champion Advisor	\$1000	1100	1200
Unified Champion Coach	\$500	700	900
Key Personnel Response Team	\$500	700	900

Appendix B
Elementary Extra-Curricular Assignments

<u>Advisors / Chairs</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Cultural Advisor	\$1400	1500	1600
Special Education Chair	\$700	800	900
Yearbook Advisor	\$700	800	900
Peer Trainer	\$350	400	450
PTO Chair	\$350	400	450
PBIS Chair	\$450	500	550
STEAM Night Coordinator	\$150	200	250
Spring Running Team Coordinator	\$450	500	550
March is Reading Month Coordinator	\$100	150	200
Student Council Advisor	\$1200	1600	1800
Safety Patrol Coordinator	\$1200	1600	1800
Art Show Coordinator	\$150	200	250
Social Media Coordinator	\$100	150	200
Data Organization Coordinator	\$250	300	350
Elevate Advisor	\$150	200	250
Bucketfiller Coordinator	\$100	150	200
Field Day Coordinator	\$100	150	200
Grade Level SI Representative	\$450	500	550
Resource for Early Childhood	\$700	800	900
Resource for Language Arts	\$700	800	900
Resource for Math	\$700	800	900
Resource for Science	\$700	800	900
Resource for Social Studies	\$700	800	900
Robotics Advisor	\$500†	600†	700†
Safety Patrol	\$1200	1600	1800
School Improvement Chair	\$1400	1500	1600
Student Council Advisor	\$1200	1600	1800
Unified Champion Advisor	\$500	600	700
Key Personnel Response Team	\$500	700	900

Appendix B
District-Wide Extra-Curricular Assignments

<u>Advisors / Chairs</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Destination Imagination	\$1900	2500	2900
Future Problem Solving	\$1900	2500	2900
Peer Trainer	\$1400	1500	1600
Sex Education Advisory Board Chair	\$1200	1400	1600
Robotics Coordinator	7%	9%	10%

* 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.

† Amounts listed will be paid in full by the District; however, the District may use appropriate grant dollars when awarded to subsidize the amounts.

Appendix C
Waverly Community Schools School Calendar

The parties agree that the calendars depicted herein shall be subject to an increase in hours and days if necessary to achieve full state aid. Furthermore, the parties agree that compensation for any such State mandated increase in instructional hours and/or days shall be negotiated if the State increases the per-pupil foundation allowance in consideration of those additional days.

The parties agree that the District may open the contract to discuss modifications to the calendar beginning with the 2027-2028 school year.

2026 - 2027 School Calendar

Month	M	Tu	W	Th	F			Notes
August	3	4	5	6	7			
	10	11	12	13	14			
	17	18	19	20	21			8/18, 8/19, 8/20 Opening Staff Professional Development
	24	25	26	27	28			8/24 - First day of school
	31							
September		1	2	3	4			9/4 - No School-Labor Day Weekend
	7	8	9	10	11			9/7 - No School-Labor Day
	14	15	16	17	18			
	21	22	23	24	25			9/25 - No School - Staff Professional Development
	28	29	30	1				
October					2			
	5	6	7	8	9			
	12	13	14	15	16			10/14, 10/15 Parent-Teacher Conferences 1/2 Days. No School 10/16
	19	20	21	22	23			
	26	27	28	29	30			10/30 End of 1st Quarter
November	2	3	4	5	6			11/3 - No School - Staff Professional Development.
	9	10	11	12	13			
	16	17	18	19	20			
	23	24	25	26	27			11/25, 11/26, 11/27 - No School- Thanksgiving
	30							
December		1	2	3	4			
	7	8	9	10	11			
	14	15	16	17	18			
	21	22	23	24	25			12/21 thru 1-1 - No School Winter Break
	28	29	30	31				12/21 thru 1-1 - No School Winter Break
					1			12/21 thru 1-1 - No School Winter Break

January	4	5	6	7	8			
	11	12	13	14	15			
	18	19	20	21	22			1/18 - No School- MLK Day. 1/20, 1/21 - HS half days (exams) 1/22 - A
	25	26	27	28	29			
February	1	2	3	4	5			
	8	9	10	11	12			2/12 - No School- President's Day weekend
	15	16	17	18	19			2/15 - No School- President's Day.
	22	23	24	25	26			
March	1	2	3	4	5			3/3, 2/4 - Half days (whole days at HS) Parent-Teacher Conferences. 3/
	8	9	10	11	12			Staff Professional Development
	15	16	17	18	19			
	22	23	24	25	26			3/26 thru 4/2 - No School Spring Break
	29	30	31	1	2			3/26 thru 4/2 - No School Spring Break
April	5	6	7	8	9			4/5 - No School, Staff Professional Development. 4/9 - End of 3rd Quar
	12	13	14	15	16			1/2 Day HS only; PSAT & SAT Testing.
	19	20	21	22	23			
	26	27	28	29	30			
May	3	4	5	6	7			
	10	11	12	13	14			
	17	18	19	20	21			
	24	25	26	27	28			5/28 - No School Memorial Day Weekend
	31							5-31 - No School-Memorial Day
June		1	2	3	4			6/2, 6/3 HS half days (exams). 6/4 All half day
	7	8	9	10	11			
	14	15	16	17	18			
	21	22	23	24	25			
	28	29	30	1	2			

Appendix D

Longevity Stipend and Payment Schedule

A **bargaining unit member** completing the school year with at least fifteen (15) years but fewer than twenty (20) years of service credit with Waverly Community Schools shall be eligible to receive a lump sum payment of One Thousand Eight Hundred Dollars (\$1,800). A **bargaining unit member** completing the school year with at least twenty (20) years but fewer than twenty-five (25) years of service credit with Waverly Community Schools shall be eligible to receive a lump sum payment of Three Thousand Six Hundred Dollars (\$3,600). A **bargaining unit member** completing the school year with at least twenty-five (25) years of service credit with Waverly Community Schools shall be eligible to receive a lump sum payment of Five Thousand Five Hundred Dollars (\$5,500).

One year of service credit shall be defined as a full school day (or prorated in accordance with part-time employees) on all **bargaining unit member** workdays for a school year. Those bargaining unit members who take legally authorized leave shall not be penalized for that portion of leave.

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