

MASTER AGREEMENT

between the

WAVERLY BOARD
OF EDUCATION

and the

WAVERLY EDUCATIONAL
SUPPORT PROFESSIONAL
ASSOCIATION

**July 1, 2020 –
June 30, 2021**

Table of Contents

ARTICLE 1	Affiliation.....	1
ARTICLE 2	Recognition.....	1
ARTICLE 3	Management Rights	2
ARTICLE 4	Working Conditions.....	2
	Food Service Personnel.....	7
	Para Educators/Time-outs Monitors	8
	Qualifications – Title I Para Educators	10
ARTICLE 5	Grievance Procedure	11
	Informal Procedure	11
	Formal Grievance Procedure	11
ARTICLE 6	Promotion, Transfer, Demotion and Dismissal.....	14
	Progressive Discipline	16
ARTICLE 7	Evaluation	17
ARTICLE 8	Seniority, Lay-off and Recall.....	18
	Seniority	18
	Probationary Period	19
	Lay-off and Recall – Reading Support, Special Education, English as a Second Language Para Educators, Time-out Monitors, and General Education Para Educators, Secretaries/Technicians, Food Service Employees.....	20
ARTICLE 9	School Closing.....	21
ARTICLE 10	Paid Leaves of Absence	22
	Sick Leave.....	22
	Personal Leave	25
	Jury Duty.....	25
	Medical Disability Leave Connected with Childbirth	25
ARTICLE 11	Unpaid Leaves of Absence	26
	Child Care Leave	26
	Extended Illness Leave	26
	Short Term Leave	27
	Family Medical Leave Act.....	27
	Educational Leave.....	27
ARTICLE 12	Position Classification	28
	Job Classifications	28
ARTICLE 13	Compensation	30
	Wages	30
	Longevity Pay	30
ARTICLE 14	Benefits	31
	Insurance – Medical.....	31
	Dental.....	32
	Vision.....	33
	Life.....	33
	Holidays	33

	Vacations.....	35
	Retirement.....	36
	Mileage	36
ARTICLE 15	Continuity of Operations.....	36
ARTICLE 16	Scope of This Agreement.....	37
ARTICLE 17	Miscellaneous Provisions.....	37
ARTICLE 18	Duration of the Agreement	38
APPENDICES		
A	Wages 2013-2014	39
B	Administrative Guidelines 5330 – Use of Medications.....	42
	Index	47

ARTICLE 1: AFFILIATION

- A. The Waverly Educational Support Professional Association, an affiliate of the Michigan Education Association, shall hereafter be referred to as the Association. Employees covered by the terms of the Agreement shall hereafter be referred to as members of the Unit.
- B. Hereafter the District shall refer to the appropriate level of decision making within the management or policy making structure of the Waverly Community Schools.
- C. References to Superintendent shall include Superintendent's designee. The Superintendent shall inform the Association President of any designee selected by the Superintendent for purposes of administering this Agreement.

ARTICLE 2: RECOGNITION

- A. Pursuant to the Public Employment Relations Act as amended, the District hereby recognizes the Association as sole and exclusive bargaining representative for all permanently employed educational secretaries, technicians, special education Para Educators, reading support Para Educators, elementary library media specialists (ELMS), general education Para Educators, English as a second language Para Educators, time-out monitors, clerks, all regular full-time food service personnel scheduled to a minimum of thirty (30) hours per week (as managers, department head/assistant managers, food preparation assistants) and all regularly scheduled part-time food service personnel scheduled to work less than thirty (30) hours per week (as head cashiers, food service leaders, food service/cashier assistants and lunch/ playground assistants); excluding secretaries and clerks in the offices of the Superintendent and Human Resources, temporary and substitute secretaries and clerks, student clerical employees, all present positions not included, all future personnel excluded by mutual agreement, secretarial, clerical personnel employed less than twenty (20) hours per week for their work year, food service supervisors, food service substitutes, temporary/casual help not employed on a regular basis, including temporary grant funded positions.

If a position is modified or if a new position is created the Board shall so notify the Association. Upon the request of the Association, the Board representatives and the Association representatives shall meet to negotiate whether the modified or new position is to be included in the bargaining unit. If it is determined that the position is to be included in the bargaining unit, the Classification Committee shall determine its classification placement. Any new salary placement shall only be retroactive to the date of the Association request for inclusion in the unit.

- B. Full-time bargaining unit members are defined as those members working six (6) or more hours per day, whether they work fifty-two (52) weeks or less than fifty-two (52) weeks per year. Part-time bargaining unit members are defined as those members working less than six (6) hours per day and work less than fifty-two (52) weeks per year.

- C. The District agrees not to negotiate regarding wages, hours or working conditions of members of the Unit with any organization other than the Association for the duration of this Agreement.
- D. This Agreement shall be binding on both parties and shall supersede any rules, regulations, practices or individual contracts which are contrary to the terms contained herein.

ARTICLE 3: MANAGEMENT RIGHTS

- A. The District retains all rights to manage and direct the Waverly Community Schools to the full extent authorized by law. These rights include, but are not limited to:
 - 1. The management and control of the Waverly Community Schools' properties, facilities, and activities of employees during working hours.
 - 2. The management's rights to hire all employees in this Unit, determine qualifications and conditions for continued employment, dismissal, or demotion, or the promotion or transfer of all such employees.
- B. The exercise of the powers, duties and responsibilities by the District; 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 and the laws which govern the Waverly Community Schools.
- C. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4. This clause is included in the Agreement because its inclusion is required by state law.

ARTICLE 4: WORKING CONDITIONS

- A. Religious and political activities or the lack of such shall not be grounds for discipline or discrimination with respect to the employment of any employee.
- B. The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, genetics, sexual orientation, color, national origin, age, sex, height, weight, or marital status, or membership in, or association with, the activities of any employee organization.
- C. Full-time employees under this unit shall be provided two fifteen (15) minute rest breaks and a minimum of an uninterrupted thirty (30) minute lunch break each day. Four (4) or more hour food service employees shall be provided with one fifteen (15) minute rest period. A schedule for these breaks as well as the daily starting and ending time schedules shall be established with input from the employee. Breaks will not occur during the first

half-hour or last half-hour of the workday unless agreed to by the employee. Lunch time will be mutually planned between the employee and his/her supervisor.

- D. Adult restrooms, lavatories and lounge facilities will be provided by the District. A room near the kitchen shall be made available to full-time food service for rest breaks and lunch breaks (prior approval shall be obtained from the kitchen manager for use by other groups for meetings at the designated room during scheduled breaks of the food service employees.) Parking facilities shall be made available. The Association shall have access to bulletin boards.
- E. Full-time bargaining unit employees may be approved for release time and expense reimbursement for the purpose of attending job related conference training sessions.
 - 1. The Conference Bank shall consist of eight thousand dollars (\$8,000.00) with the understanding that substitute costs will be subtracted from the fund. Bargaining unit employees who are approved to attend a conference shall be reimbursed up to a limit of three hundred dollars (\$300) per conference.
 - 2. Within forty (40) days of the contract ratification, the Conference Bank Committee, consisting of two (2) bargaining unit employees appointed by the Association and two (2) administrators, shall meet to review and/or revise the criteria for the administration of the Conference Bank. The guidelines shall be distributed to all bargaining unit employees.
 - 3. The administration shall administer the Conference Bank in accordance with the established guidelines.
 - 4. A bargaining unit employee whose conference request is denied under these guidelines may appeal the decision to the Bank Committee. The decision of the Committee shall be final and not subject to the grievance procedure.
 - 5. At the end of each school year, the Conference Bank Committee shall meet to review and revise the guidelines, as deemed necessary.
- F. The District recognizes its responsibility to provide reasonable support to all employees of the unit. Serious complaints by a student or parent directed toward employees of the unit shall be promptly reported to the employee. In the case of assault on an employee or legal action brought against an employee in connection with job related action or responsibility, the Board at the employee's request shall provide legal counsel to advise the employee of his/her rights in connection with the handling of the incident with law enforcement and judicial authorities, so long as the employee is not at fault or engages in misconduct or violates the law.
- G. Employees shall report all conditions they believe to be recognized as hazardous to their health and safety to their supervisor. The District will investigate the reported hazards and report investigation results within ten (10) working days to the employee who filed the

report. Identified hazards will be eliminated within a reasonable time period to maintain members' health and safety.

- H. When a student threatens the safety or security of staff, the incident shall be reduced to writing by the bargaining unit employee on a student misconduct form/log and submitted to the building administrator. The bargaining unit employee shall also inform the student's teacher of the incident. The building administrator shall inform the bargaining unit employee when the incident has been addressed.
- I. Personnel File: Upon written request of the member, and pursuant to Public Act 397 of 1978, the District shall permit a member and/or the member's designated Association representative, access to and the right to inspect and acquire a copy of all materials in said member's personnel file except pre-employment materials received by the District. The inspection shall be in the presence of an authorized administrator. The District will provide a sign-in sheet in each member's personnel file, which shall be signed and dated by any person who reviews the file.

At the member's discretion, said member may be accompanied by an Association representative. The District may charge the member a fee for the actual cost of duplicating the information.

Employees shall be notified when material is placed in their personnel file. The employee shall have an opportunity to file a response and said response shall become part of the file.

Personnel records are intended for internal school use and as such are restricted according to law. In the event of legal action involving the school and the employee, the personnel file may become part of the proceedings. In the event that a court order is presented for information from the personnel file, the employee shall be notified by whom and for what reason the file was requested within seven (7) calendar days of receipt of the court order. Except as noted above, a copy of information from the employee personnel file may not be released without prior written permission of the employee unless release is required under the Freedom of Information Act. The employee shall be notified of the request at least five (5) working days prior to the release of the information. During the five (5) day period the employee may bring evidence as to why the material requested does not fall within the purview of the act.

- J. All bargaining unit employees working less than fifty-two (52) weeks shall be notified of their anticipated work schedule two weeks before their first scheduled work day before the opening of school. If the starting date of school has not been set by August 1, then employees shall be notified within five (5) work days of establishing the start date.

All full-time bargaining unit employees working less than fifty-two (52) weeks shall be scheduled to work the instructional days designated in the school calendar, and non-instructional and professional development days as delineated elsewhere in this Agreement.

- K. If the District determines that there is to be a reduction in hours or days in an employee's position, the District will seek input from the Association prior to implementation. If a reduction occurs the affected employee and Supervisor will meet to evaluate current and future job duties. In the event the District determines that there is to be a reduction in hours or days in a four or more hour employee's position that is not vacant, the least senior person in the classification as provided for in Article 8, Sections B, C and D, will be affected unless the person in the reduced position waives the right to affect the least senior person. The District may deviate from the consideration of seniority in the reduction process when a less senior person is the only one qualified for the position involved. The final decision on the distribution of such work will be left to the District.
- L. In emergency situations, the parties recognize that it is not the role of bargaining unit employees to substitute for absent teachers, provided that such assignments shall be avoided as a common practice.
- M. A written job description shall be given to each bargaining unit employee in order to facilitate the performance of her/his duties. These shall be reviewed at the time of evaluation in a conference with her/his immediate supervisor and no less than every three (3) years, or when significant changes occur in the duties of the job, or at any time a bargaining unit employee is reassigned to a new position.
- N. Guidelines will be developed by the administration in consultation with the Elementary Library Media Specialists (ELMS) to address circumstances under which the ELMS may or may not be expected to monitor students. Other bargaining unit members who are expected to monitor students on a regular basis may request similar guidelines which will be developed by the Administration in consultation with the Association.
- O. It is understood that employees may request a review of his/her current work load. This request will be made in writing to the supervisor with a copy to the Human Resources Office. Within ten (10) working days, the supervisor will meet with the employee to discuss the work load. If the employee is not satisfied with the results, he/she may refer the issue to the Human Resources Office within five (5) working days. This meeting shall be held within five (5) working days of receiving the request. The meeting will include the Director of Human Resources, the supervisor, the WESPA president and the affected employee.

If no resolution can be reached and the employee is working a minimum of twenty (20) hours, and the reason for the above meeting was precipitated by an increase in workload or a reduction in hours worked without a modification of the job responsibilities, a three-party hearing panel will be convened to resolve the matter. The panel will be comprised of one representative from the Association, one representative from the District, and a State Mediator.

If no consensus is reached by the panel, the Mediator shall issue a written recommended resolution to the Superintendent. Upon receipt of the recommended resolution, the Superintendent shall, within thirty (30) calendar days, either implement the recommended

resolution, or issue a written statement as to why the recommended resolution is not acceptable. In the event the Superintendent implements the recommended resolution, it shall be final and binding upon all parties, including the employer, the Association, and the grievant(s). This procedure and an employee's workload challenge is not subject to the grievance procedures contained in Article 5.

- P. The District shall grant the Association seventy-two (72) hours per school year to conduct Association business. Specific times must be approved in advance by the supervisor. If a substitute is required, the Association shall reimburse the District per the substitute rate. Substitutes will be hired in half-day portions.
- Q. Co-op students shall not be allowed to perform bargaining unit work if it would result in a reduction of hours for bargaining unit members.
- R. Full-time and Para Educator bargaining unit employees shall be scheduled to work the same number of professional development days as scheduled to be worked by the teaching staff. Para Educators shall attend all scheduled professional development days/half-days unless excused by their supervisor. All full-time bargaining unit employees other than Para Educators shall attend professional development days/half-days at the direction of their supervisor. Such time will be reported on their time card and identified as staff development. Additional professional development time may be requested subject to the approval of their supervisor. Bargaining unit employees will be paid their regular hourly wage for all time they participate in professional development resulting from an administrative request or when the professional development occurs during the regular work day.

One (1) full day of staff development may be provided for part-time bargaining unit employees at the District's discretion. A day of staff development shall be similar in length to the employee's regular work day. Part-time bargaining unit employees are expected to attend staff development and shall be paid for those hours at their regular wage. Part-time bargaining unit employees may request additional professional development time subject to the approval of their supervisor and such time shall be paid.

Professional Development and/or non-instructional workday activities may be developed and organized by the bargaining unit employees subject to the approval of the District. All such activities shall be connected to the District's strategic plan.

A bargaining unit employee shall be allowed to apply for personal professional development equivalent to a minimum of one (1) work day based on his/her regular hours of work. Funding for personal professional development shall be covered as described in Article 4, Section E, subsection 1. The bargaining unit employee must have prior approval for the professional development from the Human Resources Office. The professional development must be job related and the employee must provide documentation of successful completion of the professional development. After completing the personal professional development, the bargaining unit employee may be excused from a District scheduled professional development day and be allowed to work at his/her work station.

The member must request in writing to be excused through the Human Resources Office at least two (2) weeks prior to the professional development day. It is understood that the granting of such a request is at the District's discretion.

- S. Bargaining unit employee shall not be expected to provide clerical and/or other services for employees on sabbatical leave or building level committee/department chair work that is otherwise compensated.
- T. When an administrator temporarily approves a bargaining unit employee to work another job the employee shall be paid the rate for that job or his/her own rate, whichever is higher for all time worked in the temporary assignment (excluding training periods). It shall be the responsibility of the bargaining unit employee to record on his/her time sheet when he/she does temporary work in a higher classification.
- U. Bargaining unit employees, who have instructional responsibilities, shall receive day-to-day direction from their instructional leader(s). The administrator will resolve conflicts with assignments.
- V. Food Service Personnel

- 1. Full-time food service employees shall be scheduled to work as a minimum, the number of days students are in attendance as specified in the school calendar and two (2) workdays before the first day of student attendance. Workdays for full-time food service employees shall not be abbreviated due to planned scheduled half-day instruction. A normal workday for a full-time food service employee will not be adjusted by reassigning the employee to work outside his/her normal work hours for the purpose of avoiding the payment of overtime.

Part-time food service employees shall be scheduled to work as a minimum, the number of days equal to the days student lunches are to be served and two (2) workdays of their regularly scheduled hours which, at the District's discretion, can be either or both worked before the beginning or after the student attendance days.

The supervisor may schedule additional day(s) as needed after the last day of student lunches for all food service employees, for the purpose of kitchen/cafeteria cleanup.

If a food service bargaining unit employee needs additional time to complete assignments during the school year, he/she shall first meet with his/her supervisor. Additional work time for part-time food service employees must be authorized by either the building administrator or the food service director. If such requested work time is not authorized, than food service employees may file a written appeal to the Director of Human Resources. All additional time worked shall be paid at the employee's regular rate of pay, including overtime if applicable.

2. Within the first month on the job, part-time food service employees new to a position (new hires or current employees transferring into a different assignment) shall receive the equivalent of two (2) days training based on the hours of the new position, at the position's regular rate of pay.
3. Part-time food service employees shall not be removed from their regular assignment for the purpose of providing breaks except in emergency situations. Break aide work shall only occur outside of regularly scheduled work hours and unit employees shall receive their regular rate of pay for time worked.
4. If the work hours of a food service position are reduced below that which would place the position in the bargaining unit or if the position falls outside of the unit due to subcontracting, the work load of remaining food service bargaining unit employees shall not be increased unless their hours are increased.
5. Employees covered by this Agreement working five and one-half (5.5) or more hours per day shall receive seventy dollars (\$70.00) yearly to purchase appropriate white shoes. Uniforms will be provided for full-time employees. Cloth aprons shall be provided for Food Service Leaders, Head Cashiers, and Food Service/Cashier Assistants. Plastic aprons shall be provided for all Lunch Assistants. An adequate supply of linens will be provided on a weekly basis to effectively complete cleaning assignments.
6. All work menus will be reviewed by the Central Kitchen manager at least three (3) working days prior to publication.
7. A food service employee will be present whenever persons other than bargaining unit food service personnel are using the Central Kitchen.
8. Supervision of students during inclement weather will conform with the Board Administrative Guideline 5360 – Recess Guideline for Harsh Weather.

W. Para Educators/Time-out Monitors

1. Para Educators will be scheduled to work the first teacher workday, and as a minimum, the number of days students are in attendance as specified in the school calendar. Workdays for Para Educators shall not be abbreviated due to planned scheduled half-day instruction. If the supervisor feels additional workdays are needed he/she may complete an additional work hour request form to be submitted to the Human Resources Office for consideration.

Time-out monitors shall work as a minimum the number of days students are in attendance as specified in the school calendar. Time-out monitors may attend the first teacher workday and shall notify the building principal of his/her intent. Workdays for time-out monitor shall not be abbreviated due to planned scheduled half-day instruction. If the supervisor feels additional workdays are needed he/she

may complete an additional work hour request form to be submitted to the Human Resources Office for consideration.

2. In recognition of additional responsibilities, special education Para Educators who are assigned by an administrator to work one-on-one with a student shall be paid an hourly premium in the amount of fifty cents (\$.50) per hour. If the assignment is shared with another Para Educator, each will be entitled to the hourly premium for the hours he/she works as an individual Para Educator.

An additional fifty cents (.50) per hour will be paid to Para Professionals working with medically fragile students (Tracheostomy, Colostomy, Feeding Tube, Ventilator, mechanically assisted toileting and other life-threatening conditions to be determined by the Human Resource and Special Education Departments in conjunction with the School Nurse).

This provision will go into effect, January 1, 2018.

If the assigned student should be absent on any given day, the assigned Para Educator(s) will be reassigned within his/her classification in conjunction with the instructional leader and the building principal. If the assigned student's absence should extend for more than three (3) days, then the assigned Para Educator will not be eligible for premium pay until the one-on-one assignment resumes.

3. At the request of the instructional leader, and subject to the approval of the Building Administrator, special education Para Educators, who work one-on-one with a student, will be included in IEP meetings and staffings during the school day.
4. If an instructional leader requests that a Para Educator/time-out monitor be present at a parent-teacher conference, IEPC, and/or staffing outside of the normally scheduled day, he/she shall be paid at his/her regular rate of pay, subject to the approval of the building administrator.
5. If a Para Educator/time-out monitor is required to attend meetings before or after regular working hours, he/she shall be paid at his/her regular rate of pay.
6. Para Educators/time-out monitors may request to attend parent-teacher conferences, IEP meetings, or staffings with pay, subject to the approval of their administrator.
7. To facilitate better communication regarding their students, special education Para Educators may be given one (1) additional hour per week outside their regular workday to consult with their instructional leader. The instructional leader and the Para Educator will mutually agree as to when the additional time will be scheduled.
8. Qualifications – Title I Para Educators:

- a. Para Educators hired to work in programs covered by the Elementary and Secondary Education Act (ESEA) of 2001, shall meet the requirements of the ACT [20 USC 6319(c)]. Title I Para Educators shall be defined as those Para Educators who provide instructional assistance in Title I programs.
- b. Para Educators transferred shall meet the requirements of the ESEA:
 - (1) Para Educators may meet the requirements of the ESEA by taking the approved Department of Education academic assessment, or by completing two (2) years of study at an institution of higher education, or by obtaining an associate's (or higher) degree.
 - (2) The District shall work with Para Educators electing to meet the requirements of the ESEA through a local or State academic assessment by providing them with professional development opportunities as part of the District's professional development program.
 - (3) The District shall pay on a one-time basis the Work Keys Assessment or an equivalent assessment fee for any Para Educator taking the test. Payment will come from the Para Educator's professional development funds. If funds are not available, then payment shall be made upon request to the Human Resources Office. Employees shall successfully pass the assessment prior to being transferred to the Title 1 position.
- 9. Para Educators, who are required to lift and/or physically move students more than 50 pounds, will work with the building administrator to obtain the necessary assistance to address safety concerns resulting from the lifting/moving of the student. If a solution cannot be found, then it shall be referred to the Director of Human Resources and the WESPA President for resolution.
- X. If a bargaining unit employee fails to report to work without notification to the District for three (3) or more consecutive work days, he/she will be considered to have abandoned his/her position. Exceptions to this may be granted by the Director of Human Resources if the employees can show good cause for failure to notify the District.
- Bargaining unit employees shall provide ten (10) working days notice prior to retiring or resigning.
- Y. Employees required to participate in training to gain necessary certification at the District's expense shall be expected to complete the testing requirements for the certification. The District shall pay for the cost of the testing. It is understood there will be no punitive or no punitive or disciplinary measures taken if the employee does not pass the test, but the employee shall have the opportunity to retest at District expense.

This provision does not apply to mandatory drug testing requirements related to the employee's position. The District shall pay for the testing, but if the employee tests positive, then appropriate disciplinary measures will be implemented. The employee shall have the opportunity to voluntarily commit to a rehabilitation program at his/her expense. If the employee successfully completes the rehabilitation program, then he/she shall be placed on a year's probation with random drug testing requirements.

- Z. All employees are encouraged to enroll in direct deposit.

ARTICLE 5: GRIEVANCE PROCEDURE

- A. A grievance is defined as, and limited to, an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement. Any employees of the unit or the Association may file a grievance.
- B. The term "days" shall be defined as workdays; exclusive of holidays, weekends, and vacation days provided for the unit by this Agreement. The number of days at each level are maximums. The time limits may be extended by mutual written agreement.
- C. If appropriate action is not taken by the grievant within the time limit specified, the grievance will be deemed settled on the basis of the disposition of the preceding level.
- D. The grievance shall be submitted in writing and shall include the following:
1. A statement of the facts alleging the violation.
 2. The specific section of this Agreement which is alleged to have been violated.
 3. The specific belief which will resolve the grievance.
 4. The name(s) of the aggrieved party.
 5. Appropriate transmittal signatures and dates.
- E. Neither party shall be restricted as to representatives included in the grievance procedure.
- F. Informal Procedure.

Prior to initiating formal grievance procedures, the aggrieved party shall attempt to seek resolution with the appropriate supervisor.

- G. Formal Grievance Procedure

1. Level One - Supervisor's Level

Within ten (10) days of the alleged violation of this Agreement or of the grievant's knowledge of its occurrence, whichever is first, the aggrieved party shall submit a written grievance to the immediate supervisor. Within five (5) days of receipt of the written grievance, the supervisor shall schedule a Level One hearing. In the

event a Level One hearing is not scheduled within the five (5) day limitation, Level One shall be waived and the grievance referred to Level Two. Within five (5) days of the hearing on the grievance, the supervisor shall render a decision in writing, transmitting a copy to the Association, the aggrieved party, and to the Human Resources Office.

2. Level Two - Superintendent's Level

If the decision of the supervisor is unsatisfactory to the grievant, the Association, within five (5) days of receipt of the supervisor's decision, shall transmit to the Human Resources Office the Level One decision, and statement of intent to file Level Two.

Within ten (10) days of Level Two grievance, the Human Resources Office shall schedule a Level Two hearing.

Within five (5) days of the hearing on the grievance, the District shall render a decision in writing, transmitting a copy to the Association and to the aggrieved party.

3. Level Three - Binding Arbitration of Grievance

- a. In the event the aggrieved party is not satisfied with the disposition of the grievance at Level Two, the Association may submit the grievance within fifteen (15) days to binding arbitration provided written notice of the request for submission to arbitration is delivered to the District within ten (10) days after the date of the decision under Level Two. The arbitrator shall be selected by mutual agreement or if the parties cannot agree, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing.
- b. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other.
- c. The Arbitrator shall have the power and authority to resolve such grievance only to the extent as set forth herein.
 - (1) It is expressly agreed that the power and authority of the Arbitrator shall be limited to determining if an alleged violation, misinterpretation and/or misapplication of a specific provision of this Agreement has occurred and to awarding relief consistent with and within specific provisions of this Agreement. The Arbitrator shall have no power to add to, subtract from, or modify any terms or conditions of this Agreement.

- (2) No decision of the Arbitrator in any one case shall require retroactive adjustment in any other case.
 - (3) The Arbitrator shall have no power to: establish salary schedules; set or alter hourly rates, determine clerical classification; or set aside the decision of the District in regard to promotion, demotion, provided just cause is shown, termination, provided just cause is shown, evaluation or lay-off. This shall not limit the Arbitrator from ruling on a procedural violation of the negotiated Agreement.
 - (4) The Arbitrator shall not have authority to rule in any case or disagreement currently under review by a court of jurisdiction. Should a case or disagreement be submitted by the Association or any one or more of its members to any commission as well as to arbitration whichever decision is made first shall be binding. The Association and its members agree to withdraw the other filing.
- d. The decision of the Arbitrator shall be final and binding upon both parties so long as the ruling of the Arbitrator does not exceed the limitations expressly agreed to herein.
- e. 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 expense of witnesses called by the other.
- H. Failure to institute a grievance or appeal a decision within the time specified shall be deemed acceptance of the decision at that level. Should the aggrieved party withdraw a grievance at any level all further proceedings shall be barred. Should the grievant leave the employ of the district all further proceedings on said grievance shall be barred unless the claim involves a financial remedy directly benefiting the grievant regardless of his/her employment status or possible reinstatement due to a violation of a procedural right established by an expressed provision of this contract.
- I. One (1) member of the unit, presumably the grievant, will be allowed to participate in a grievance at the arbitration level with no loss of pay provided the arbitration hearing does not exceed one day.
- J. No grievance shall be filed for or by any member of the unit after the effective date of his/her resignation.
- K. 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 Agreement.
- L. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record.
2. 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.
3. 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.
4. Nothing contained herein shall be construed to prevent any individual employee 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 6: PROMOTION, TRANSFER, DEMOTION AND DISMISSAL

- A. The District reserves the right to transfer bargaining unit employees within their major work group (secretarial/clerical, Para Educator, technical, and food service) so long as there is no loss of annual salary resulting from a reduction in wages and/or work year for the duration of the assignment.
- B. Employees of the unit normally assigned to specific locations may expect to enjoy continuity in such assignments. Involuntary transfers shall not take place without prior discussion with the affected employee in which any objections to the assignment by the employee shall be considered before the final decision is made. The final decision shall remain with the District.
- C. The District recognizes the desirability of the promotion of members to positions in the District.
 1. A position is considered vacant when it is newly created, a bargaining unit member quits or retires, a bargaining unit member is discharged, or when a bargaining unit member transfers or is promoted.
 2. Notice of new or vacant bargaining unit positions of fifteen (15) or more hours shall be announced by the District either through an internally distributed publication or by posting the notice in all District buildings for a period of five (5) working days prior to filling the position. If the internal candidates are equally acceptable according to the posting expectations, to the interview team, and to the supervisor, the candidate with the most seniority will be chosen.
 3. When an employee of another bargaining unit is assigned job duties in the WESPA bargaining unit for medical reasons and then returns to his/her regular position, the

District will evaluate the work that was being done by that employee and, if needed, create a WESPA Unit position as outlined in paragraph two (2) and according to the Recognition Clause.

4. When a vacancy exists of fifteen (15) or more hours and the District decides to fill the position, procedures will begin within thirty (30) working days to fill the position. Candidates applying for a position agree to abide by the terms and conditions of the posting and job description. Bargaining unit employees will be given an interview for a position before the position is opened to an external candidate, provided the bargaining unit employee meets the minimum qualifications of the job posting or is able to demonstrate comparable work experience as it relates to the posting. If both an internal and external candidate are equally qualified according to the posting expectations, the internal candidate will be offered the position. If another candidate is chosen, the bargaining unit member(s) who interviewed for the position upon his/her request will be given advice including any skills needed to improve his/her opportunity for advancement.
 5. Bargaining unit members possessing the advertised qualifications who wish to be considered for a position excluded from the bargaining unit shall be granted an interview with the appropriate supervisor.
 6. When filling a position within the bargaining unit which is regularly scheduled for more than two (2) hours per day, the District shall request that a WESPA member from the building be a part of the interview team. If a member from the building is not available, then the supervisor may contact the WESPA President and request another WESPA member be present. If there is only one (1) internal applicant, then an interview team need not be convened. The WESPA member shall maintain confidentiality during and after the interview process.
- D. Those employees of the unit normally employed less than fifty-two (52) weeks and laid-off bargaining unit members shall notify the Human Resources Office in writing on or before June 15 of each school year of their desire to be considered a candidate for a position that may open during the summer months for which they are qualified. Should a vacancy occur during their off time, the District shall notify the individual member and it shall be the responsibility of the member of the Unit to be available for an interview on a reasonable date established by the District. In the event the individual member is not available for the interview, the lack of the opportunity to interview is not grievable.
- E. No employee shall be discharged, disciplined or demoted without just cause.

Twenty (20) or more hour employees shall have the right to an appeal hearing with the Superintendent or his/her designee prior to demotion or dismissal. A written request for appeal shall be filed by the employee not later than three (3) days (excluding Saturday, Sunday and holidays) following receipt of written notice of demotion or dismissal. The written statement based on the appropriate action taken shall include one or more of the following:

1. A statement of the expectations not being met or not having been met.
2. Necessary corrective action with a statement or appropriate assistance to be provided or having been provided.
3. An established date at which time the deficiency shall be remedied, or shall have been established for remedy.
4. The penalty for failure to correct the deficiency.

In the event an appeal to the Superintendent is made, the time period for filing any grievance on the matter shall be extended until after the Superintendent concludes the hearing.

F. Disciplinary action shall be defined as any written warning, reprimand or suspension.

G. Progressive Discipline

1. Alleged breaches of proper conduct and reasons for possible disciplinary action shall be reported promptly to the offending employee. The Board will follow a policy of progressive discipline subject to the procedures listed below which includes verbal warning, written warning, reprimand, suspension and discharge as a last resort.
2. The point of initiation of any disciplinary action shall be determined by the severity of the employee's behavior. A supervisor/administrator receiving a complaint about an employee's performance shall bring it to the employee's attention within five (5) working days of receipt of the complaint. The employee shall receive a copy of the written complaint and shall be given an opportunity to respond to it before disciplinary action is taken.
3. Warnings and reprimands shall be discussed privately between the employee and the Administrator, except when either party requests the presence of an Association and/or Administration representative. Before any meeting is called from which disciplinary action may result, the employee shall be notified and shall be entitled to have a representative of the Association. If an Association representative is requested to be present, no longer than two (2) working days may lapse before such meeting is held unless an extension is agreed to be the mutual consent of both parties.
4. Neither party shall delay discussion of a warning or reprimand for more than five (5) working days from the date of the incident except by mutual consent.

H. Suspension means the temporary removal of an employee for disciplinary reasons or until a situation which exists can be reviewed and considered by the Director of Human

Resources. An employee may be suspended with pay under this section for investigation which may not necessarily result in disciplinary action. In case of such suspension, the Superintendent or his/her designee shall provide a meeting within five (5) working days of notification of the suspension, for the purpose of reviewing the reason for the suspension and notifying the employee of the anticipated date of completion of the investigation. An employee shall not be suspended for more than thirty (30) working days without pay for an infraction.

1. Suspension With Pay

Employees suspended under this provision shall be suspended from their assignment with pay for, but not limited to, the following reasons:

- a. Investigation of charges against an employee.
- b. Pending and during trial on criminal charges against an employee.
- c. Pending and during internal dismissal proceedings against an employee.

2. Suspension Without Pay

Employees may be suspended from their assignment without pay or terminated for, but not limited to, the following reasons:

- a. Criminal conviction concerning theft, dishonesty, moral turpitude or use of drugs, which cause detriment to the school district and students (where applicable) and affects the employee's job performance.
- b. Insubordination.
- c. Misuse or under the influence of alcohol or any controlled substances on campus.
- d. As a progressive disciplinary action due to a series of like offenses for which less severe penalties have been rendered.
- e. As a result of an internal investigation.

ARTICLE 7: EVALUATION

- A. The evaluation of a bargaining unit employee will be conducted by an administrator. The administrator may seek written input from the instructional leader(s) when evaluating bargaining unit employees having instructional responsibilities.

- B. For all bargaining unit employees, evaluations shall consist of formal and informal observation of bargaining unit employee work. Each bargaining unit employee will be evaluated at least once every three (3) years. If the evaluation shows unacceptable work, follow-up evaluations will be conducted in accordance with the administrator's improvement plan. Observations shall be for periods of time that accurately samples the bargaining unit employee's work. All formal observations of the work of each bargaining unit employee shall be conducted in person and with the full knowledge of the bargaining unit employee. If a bargaining unit employee is not evaluated as provided in this Section, then his/her performance shall be deemed to be at least satisfactory.
- C. For all bargaining unit employees, all evaluations shall be reduced to writing and a copy given to the bargaining unit employee within ten (10) days of the evaluation conference with the administrator. If the bargaining unit employee disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If an administrator believes a bargaining unit employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall identification of the specific ways in which the bargaining unit employee is to improve, and of the assistance to be given by the Employer towards that improvement.
- D. Following each formal evaluation of bargaining unit employee, which shall include a conference with the evaluator, the bargaining unit employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit employee may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit employee's personnel file.
- E. In the event a bargaining unit employee is not continued in employment, the employer will advise the bargaining unit employee of the specific reasons therefore in writing.
- F. Bargaining unit employee evaluation forms will be developed in consultation with the Association prior to implementation.

ARTICLE 8: SENIORITY, LAY-OFF AND RECALL

A. Seniority

- 1. Seniority shall be defined as length of continuous services in the employ of the District as an employee of this unit from the first day of employment while actively performing the duties assigned. Should two or more employees of the Unit have the same first day of employment for purposes of seniority the date of notification by the District of appointment to the position shall prevail. If the letters of appointment have the same date, then a drawing shall be held to determine placement on the seniority list, with the first name drawn to receive the higher seniority placement. Such drawing will take place within thirty (30) days of hire.

The Human Resources Director shall conduct the drawing in the presence of the Association President or designee.

- a. Employees who leave the bargaining unit to take a position of supervision with the Waverly Community Schools, may return to the bargaining unit with the same seniority held prior to leaving the bargaining unit.
 - b. It is expressly understood that probationary employees in the unit shall not have seniority until the completion of their probationary period, and upon the completion of their probationary period their seniority shall be retroactive to their first day of employment as per A.4.a. of this Article.
2. Seniority shall be lost and the employment relationship terminated under the following conditions:
 - a. The employee voluntarily discontinues employment.
 - b. The employee is dismissed under provisions of Article VII of this Agreement.
 - c. An employee lay-off extends beyond three (3) years from the date of effective lay-off.
 - d. Failure of the employee to return to work within ten (10) days of being provided a notice of recall to any position covered by this Agreement
3. During September of each year, the District will prepare a seniority list for secretaries/clerks, Para Educators, technicians, and food service employees. Said list will be on file in the Human Resources Office and shall be accessible to the Association's officers. No more than once per year the Association will be entitled to request a duplicate copy.
4. Probationary Period
 - a. A bargaining unit employee filling a vacancy shall have a thirty (30) work day probationary period and a new employee hired into the unit shall be considered probationary for the first sixty (60) days worked. If it is discovered that a new employee has previously engaged in unprofessional conduct or engages in unprofessional conduct during the probationary period, the District shall have the right to release the employee. The probationary period may be extended by the parties and the member advised of areas which need improvement.
 - b. During this probationary period, the employee and the immediate supervisor shall meet at least once to discuss any questions, concerns, or other aspects of work in the new position that either may care to discuss.

This discussion shall be without any prejudice to the rights of either the employee or the District to determine at the end of the probationary period that the promotion is not satisfactory.

- c. New employees shall be covered by insurance, sick leave benefits, and personal business days from the date of active employment, but shall be excluded from all other provisions of the Agreement until placed on permanent status.

B. Layoff and Recall - Reading Support, Special Education, English As a Second Language Para Educators, Time-out Monitors, and General Education Para-professionals, Secretaries/Technicians, Food Service Employees

- 1. In the event the District determines that a layoff of personnel is necessary, an employee affected by layoff may exercise seniority employment rights over the person with least District seniority, by notifying the Human Resources Office in writing no later than five (5) work days after receiving District notice of layoff, and subject to the following provisions:
 - a. The affected employee shall be placed in a position for which he/she is qualified within the same classification. The position selected shall be one which is held by the least senior District employee possessing equivalent hours.
 - b. If there is not a position available in the same classification for which the employee is qualified, then the employee shall be placed in the least senior position with equivalent hours in the next lower classification, provided he/she is qualified and has the seniority to displace the employee holding the position. If there is no one the employee can displace in that classification, the affected employee will be placed in a position with equivalent hours in the next lower classification, provided he/she is qualified and has the seniority to displace the employee holding the position.
 - c. The District may deviate from the consideration of seniority in the layoff and/or recall process for Para Educators when a less senior person is the only one qualified for the position involved.
 - d. An employee may choose to accept a position with less than equivalent hours to avoid layoff.
 - e. "Qualified" shall be defined as including successful performance on a District assessment, record of past performance including attendance, job-related experience, training, educational requirements, relevant job qualifications established by the posting, and any state or federal regulations.

- f. "Equivalent hours" shall be defined as full-time or part-time. Fifty-two week employees shall be excluded.
- g. In the event the District determines that a layoff of twenty (20) or more hour food service employees is necessary, all layoffs shall first be made from within the lower sub classification on the basis of least seniority. Employees from the higher sub classifications may then be reassigned, if necessary, to positions within the next lower sub classifications on the basis of least seniority. If further layoffs are still necessary, employees will be laid off in order of least seniority.

In the event less than twenty (20) hour food service employees are to be laid-off, they shall have the right to displace other less than twenty (20) hour food service personnel. They shall be able to first displace a person within their classification with less seniority. If such a position does not exist, then they shall displace a less senior person in the next lower sub-classification.

- 2. The District shall provide employees with a lay-off notice twenty-one (21) calendar days prior to the effective day of layoff when the layoff notice occurs after the start of the school year and before October 1, and fourteen (14) calendar days prior to the effective date of the lay-off thereafter, except that five (5) days notice shall be required for a temporary lay-off or shift in schedule due to work stoppages by other employee unions.
- 3. Recall of employees shall be in reverse order of layoff to positions within the classification from which they were laid-off provided they are qualified.
- 4. It is to be recognized that Para Educators/time-out monitors may not bump or be bumped by secretarial/clerical, technical, or food service personnel.

It is to be recognized that food service personnel may not bump or be bumped by secretarial/clerical, Para Educator, or technical personnel.

- E. When there is more than one position eliminated in the same classification, the least senior employee shall be the first to receive notice of layoff and all other notices of layoff will be given in reverse seniority order with the most senior employee being the last to receive notice of layoff.
- F. Laid off or reduced employees will be given the first opportunity to substitute in unit positions within their skill area if they have given prior notice to the Human Resources Office of their desire to substitute.

If a bargaining unit employee is reassigned due to the elimination of his/her position, and the position is reinstated within an 18 month period, the employee would have the right to

return to his/her former position if he/she had put forth his/her best effort to be successful in the new position.

- G. If a vacancy occurs and there is a laid off, qualified, a bargaining unit employee within the major classifications of secretarial, Para Educator, or food service, with greater seniority than all other bargaining unit member internal applicants, then he/she shall first be recalled to the vacancy.
- H. Laid-off bargaining unit employees may apply for vacancies outside of their major classification. Qualified laid-off bargaining unit employees shall be recalled prior to filling vacancies with external applicants.
- I. Laid-off bargaining unit employees shall notify the Human Resources Office of any change of address.

ARTICLE 9: SCHOOL CLOSING

- A. Whenever students are not in attendance due to inclement weather for state-waived hours, bargaining unit employees will not report to work. Employees regularly scheduled to work shall be paid the normal day's pay even though no work is performed. If a food service employee is required to work for the purposes of catering obligations, he/she will be compensated at a rate of one and one half his/her normal hourly wage for all hours worked. After the state-waived hours, less than fifty-two (52) week employees will report for the designated make-up hours.
- B. In the event students are sent home early due to building emergency conditions including unsafe and/or unsanitary conditions, and other employees in that building are sent home or to another building, bargaining unit employees shall be released upon completion of their responsibilities and the approval of their supervisor. Under these conditions there will be no reduction in pay. If the school is closed during the school day due to inclement weather, bargaining unit employees will be excused by the Administrator as soon as they have completed their responsibilities, including supervision of students. Under these conditions, there will be no reduction in pay.
- C. A bargaining unit employee who previously arranged to use a paid leave day when school is closed for the reasons stated above shall suffer neither loss of leave time nor loss of salary.

ARTICLE 10: PAID LEAVES OF ABSENCE

- A. Sick Leave
 - 1. Sick Leave Accumulation: For twenty (20) or more hour employees, sick leave of ten (10) days per year for less than fifty-two (52) week employees and twelve (12) days per year for fifty-two (52) week employees shall be credited to the sick leave

account of each employee on July 1 of each year. This benefit will be prorated for employees hired after July 1 for fifty-two (52) week employees and September 1 for less than fifty-two (52) week employees. Sick leave will also be prorated when an employee who has been credited with sick leave at the beginning of the year resigns or is terminated during that year, based on his/her service during that year. Unused sick leave days shall accumulate without limitation.

Effective 7/1/17 all leave time will be reported in hours. For twenty or more hour employees sick leave of the equivalent of ten (10) days of scheduled hours (7.25 hours per day times 10 = 72.50 hours sick leave) for less than 52 week employees and for 52-two week employees sick leave of the equivalent of twelve (12) days of scheduled hours 8 hours per day times 12 = 96 hours sick leave).

2. Uses of Accumulated Sick Leave

The District maintains a paid personal leave program for members of the unit. The following paid leaves shall be charged against the employee's accumulated sick leave and shall be granted for the following reasons:

- a. The illness, injury, or disability of the employee.
- b. Ten (10) days per year for illness of a family member or dependent.
- c. Seven (7) days per death of family member or dependent. Family members shall include grandparents, grandchildren, parents including step-parents, spouse, children including step-children, in-laws and siblings. Additional days may be requested from the unit member's immediate supervisor. The first two (2) days of sick leave used under this provision shall not affect the member's sick leave incentive plan payment.
- d. One (1) day for attendance at funerals of persons outside the extended family. If additional time is needed, it may be requested from the unit employee's immediate supervisor.
- e. Any employee absent due to disability, compensable under the Michigan Workers Compensation Law, shall receive a paid benefit equal to the difference between daily salary as of the date of disability and the Workers Compensation payment. Payments shall be limited to the monthly value of the employee's accumulated sick leave. Accumulated sick leave will be reduced in accordance with payment.
- f. A sick leave incentive plan of \$500 will be established annually for each full-time bargaining unit employee, to be used as an incentive for not using sick days. \$50.00 will be subtracted from the incentive plan for each sick day used (7.25 or 8.0 hours, depending on employee's schedule) by the bargaining unit employee up to ten (10) equivalent days. (remainder of article remains unchanged).

Class A and Classes I-III bargaining unit employees working less than thirty (30) hours per week, but at least twenty hours per week, shall have a \$375.00 sick leave incentive plan, with \$37.50 subtracted from the incentive plan for each sick day used by the bargaining unit employee up to ten (10) days.

The amount remaining in the incentive plan shall be paid to the bargaining unit employee by July 15

Full-time, fifty-two week, bargaining unit employee shall be able to use two (2) sick leave days before the subtraction of sick leave days begins to occur from their sick leave incentive plan.

- g. Part-time food service employees working twenty or more hours per week shall have a sick leave incentive plan of \$200.00 and shall have \$20.00 deducted for each day off work missed up to ten (10) days. The amount remaining in the incentive plan shall be paid to the bargaining unit employee by July 15.
- h. Bargaining unit employees working less than twenty hours per week shall receive a sick leave incentive plan at the end of the year, to be paid by July 15, if they miss five or less days of scheduled work based on working the full school year as follows:
 - \$100.00 for one (1) hour employees
 - \$200.00 for two (2) hour employees
 - \$300.00 for three (3) hour employees
 - \$325.00 for three and one-half (3.5) hour employees.
- i. Any bargaining unit employee hired after the school year begins shall receive a pro-rated sick leave incentive plan based on the number of months worked.
- j. The sick leave incentive plan is not to be construed as bonus pay under the Family Medical Leave Act.

- 3. Paid leave is uninterrupted employment with all benefits continuing in full force. An employee having exhausted earned and accumulated paid sick leave (who is absent due to personal illness, injury or disability, immediate family illness or immediate family death) shall lose pay for each day and shall be placed on an unpaid extended illness leave, as provided for by Article XI, Section B. Sick leave

days without pay shall not count toward the seventy-seven (77%) percent requirement for vacation pay.

4. An employee with five (5) years of service shall be entitled to fifty (50%) percent value of unused sick leave to a maximum of three thousand (\$3,000) dollars upon retirement under the provisions of the Michigan Public Schools Employees Retirement System (MPSERS) from employment.
5. Employee attendance is important to the effective operation of the district. If there is a documented pattern of suspected sick leave abuse, the district shall implement progressive discipline as outlined in Article 6, Section G, beginning with a verbal warning.

B. Personal Leave

Three (3) days of leave of absence with pay for fifty-two (52) week employees, two (2) days for less than fifty-two (52) week full-time employees, and one (1) day for all other part-time employees who are scheduled to work at least two (2) hours or more per day, not chargeable against the employee's contract salary or sick leave allowance, shall be granted for personal business. A day is defined as the equivalent of an employee's regularly scheduled hours for one (1) day. Approval to be obtained through the administration and arrangements made at least one week in advance or sufficient time to obtain a substitute in case of emergency. Personal business days shall not be used to extend a holiday, vacation period or to extend a period when school is not in session.

Unused personal business days from the previous school year shall be added to accumulated sick leave at the beginning of each new school year.

C. Jury Duty

An employee who serves on jury duty will be paid the difference between his/her pay for that duty and his/her regular pay provided proof of service and pay is submitted. Jury service will not be charged to sick leave or vacation time. Employees who are credited with a half-day of jury service shall be expected to fulfill a half-day of work based on their scheduled work day and time already served in jury service.

D. Medical Disability Leave Connected with Childbirth

1. A full-time employee of the unit who is pregnant shall be absent for the period limited to medical disability in connection with childbirth as determined by the attending physician. Such absence is charged to her available sick leave and does not alter her employment status with the District.
2. The District reserves the right to be furnished with statements from the attending physician regarding the employee's physical condition and also when the employee would be able to return to work.

2. In the event a full-time employee who is pregnant requests a medical disability leave which would extend beyond the normal limits of such a leave either prior to the delivery or beyond the normal recovery period, the District shall receive a statement from the attending physician which cites the medical reason why the employee is unable to perform her normal duties. Failure of the employee to secure such a statement shall cause the employee to forfeit sick leave during the period of disability.

ARTICLE 11: UNPAID LEAVES OF ABSENCE

A. Child Care Leave

A leave of absence shall be granted for twenty (20) or more hour employees, and less than twenty (20) hour employees with three (3) years of service, for the purpose of child care as follows:

1. An employee who is pregnant may be entitled to an unpaid leave of absence for the primary purpose of child care. Such leaves shall not extend longer than one (1) calendar year. Leaves of four (4) months or less shall entitle the employee to return to the same or equivalent position.

An employee may be entitled to an unpaid leave of absence for the primary purpose of caring for a child under five (5) years of age. Such leaves shall not extend longer than one (1) calendar year. Leaves of four (4) months or less shall entitle the employee to return to the same or equivalent position. The age limit as provided herein does not apply in the case of adoption.

2. Said employee shall notify the District in writing of his/her desire to take such leave and his/her intent to return and shall give such notice no less than forty-five (45) days prior to the date on which his/her leave is to begin. The written notice shall indicate the expected date of the start of the leave and shall state the anticipated date of return. The forty-five (45) day limit for prior notification may be waived by the District.
3. Seniority shall accumulate during such leave.
4. All fringe benefits shall be frozen at the existing levels except hospitalization, vision and dental insurance unless otherwise provided by the law. The employee has the option of continuing coverage of the insurance benefits at their own expense.
5. An employee returning from Child Care Leave of more than four (4) months as defined in Article 11, Section A.1. shall be entitled to return in accordance with provisions of Article 11, Section B.3.

B. Extended Illness Leave

1. For twenty (20) or more hour employees, and less than twenty (20) hour employees with three (3) years of service, leaves for illness or injury of an employee extending beyond the period compensated under sick leave shall be provided, without pay, up to a period not to exceed one (1) year.
2. Proof of recovery may be required at the employee's expense prior to the return from extended illness leave. Such proof may be verified by a District named physician at District expense.
3. Upon return from leave, the employee shall be assigned to the same or equivalent position. If possible, the employee shall notify the District thirty (30) days prior to the desired date of return.
4. An employee on extended illness leave shall receive the District contribution toward group insurance only until the end of the insurance contract year. Should the extended illness leave extend beyond the insurance contract year, the employee has the option of continuing the group insurance provided the employee assumes full responsibility for total premium.

C. Short Term Leave

Leaves of absence without pay may be granted by the District for good cause for a period of up to thirty (30) days, during which the employee shall continue to accumulate seniority. These leaves may be renewed or extended by mutual agreement of the District and the Association.

Such leaves will not be granted to enable an employee to actively seek other employment or perform a trial period for other employment.

D. Family Medical Leave Act (FMLA)

The District recognizes its responsibilities under the FMLA to provide leave and insurance benefits to bargaining unit members as provided under the Act. In the event a bargaining unit employee is provided leave for a qualifying event under FMLA which is greater than three (3) consecutive work days, a FMLA verification form will be expected. The District will provide the employee with the requisite FMLA verification form if the employee is at work prior to the onset of the leave. If the leave is unanticipated and the employee is not at work to receive the form, then the form shall be mailed to the employee for his/her doctor's completion. Routine illness such as colds and influenza shall not be considered qualifying events for the purpose of FMLA leave verification, but the days absent shall count toward FMLA leave used. All leaves provided under this contract for serious health conditions will run concurrently to any leave entitlement under FMLA.

E. Educational Leave

A bargaining unit employee may be granted up to a one (1) year leave of absence for educational purposes. During this leave the employee must enroll and attend classes on a more than a half-time basis. The employee shall file a plan of study with the Director of Human Resources. Seniority shall accrue during the leave. During the employee's leave, his/her position shall be filled with the understanding that it is a temporary position. The employee shall return to his/her position upon the completion of the leave or to an equivalent position based on his/her seniority if his/her position is eliminated. The employee may purchase benefits at the District rate. It is understood that this leave is in the sole discretion of the District.

ARTICLE 12: POSITION CLASSIFICATION
--

- A. A Classification Review Committee (CRC) will be established to review and reassess the classification of bargaining unit positions. The committee will be composed of two (2) bargaining unit members to be selected by the Association; two (2) administrators; and may include an outside professional source to be determined by the District. The committee will meet to review the reclassification instrument and to recommend changes to the Board and the Association. The Classification Review Committee shall establish classification for all new positions and may redetermine classification for vacant positions (bargaining unit members who hold the same job title shall not suffer a loss of wages due to the re-classification of a position).

B. Job Classifications

Class A1:

Bookkeeper – Business Office (Accounts Payable and Accounts Receivable)
Payroll Specialist
Student Services Secretary - District
Secretary to Director of Teaching and Learning
Secretary to the Director of Special Education
Secretary-Service Building
Central Office Administrative Assistant
Library and Technology Services Secretary

Class A:

ESL Para Educator
Assistant Technician – District-wide

Data Processor/Library Cataloger
Telecommunications/Theater/LITC Tech
Elementary Library Media Specialist (ELMS)

Head Secretary – High School
Head Secretary – Middle School
Head Secretary – East Intermediate
Head Secretary – Elementary
Student Services Secretary – High School

Class I:

Secretary, Attendance/Discipline – High School
Assistant Secretary/Bookkeeper – High School
Library and S/SSC Technician – High School
Library Clerk—East Intermediate
Time-out Monitor – East Intermediate
Time-out Monitor – High School
Time-out Monitor – Middle School
Secretary to Athletic Director – High School
Student Services Secretary – Middle School
Student Services Secretary – East Intermediate

Class II:

Assistant Secretary – Middle School
General Secretary – East Intermediate
Special Education Para Educator
Reading Para Educator
Accompanist

Food Service Personnel:

FS1 Assistant Manager
FS2 District Leads (HS)
FS3 Kitchen Leads (MS, East, Elementaries)
FS4 Food Service Helpers

- C. The following positions will be paid at the rate of the next lower classification if the employee in the position does not have an Associate's degree or equivalent as follows: Elementary Library Media Specialist - library technology; Processing Technician & Receptionist - library media. An employee shall be deemed to have the equivalent of an Associate's Degree when the employee has served in the position at the reduced rate for two (2) school years.
- D. All requests for reclassification must be received by the committee on or before March 1 of each year. Employees requesting a review shall be invited to be present at the beginning of the committee meeting to present their rationale for reclassification. The committee will report to the Board and the Association by May 1. All ratified changes shall be effective July 1.

All Requests to be reclassified from A to A1 will be able to take place once per contract year July 1 to June 30). The reclassification process will initially include a district administered assessment of skills. If the individual passes the assessment, they will be moved on to professional assessments administered by a 3rd party.

When the Administration determines that it shall impose significant changes in a job description of a position occupied within the bargaining unit, the Committee shall be convened upon request of the affected employee or the Administration. Any change in pay rate, as determined by the Committee, shall be effective retroactively to the time changes were made in upgrading the position, upon Board approval, and effective upon Board approval for changes made in downgrading the position.

The Classification Review Committee, when reviewing a position, shall give due credit for job responsibilities not found on the position's job description, which are routinely assigned to the incumbent by the employee's supervisor.

ARTICLE 13: COMPENSATION

A. Wages

The hourly wages of members of the Unit are set forth in Appendix "A" which is attached to and incorporated in this Agreement.

B. Longevity Pay

1. Full-time employees hired prior to December 13, 1990 shall be eligible for longevity payments.
2. Longevity payments shall be paid in a lump sum on the first pay period in December of each year, or upon the members' termination of employment, whichever is first.
3. Bargaining unit members' longevity pay shall be based on years of employment as of the member's anniversary date of employment.

15 years and over\$700.00

- C. Full-time employees who work less than fifty-two (52) weeks have the option of being paid in either twenty-one (21) pay periods or having their pay prorated to twenty-six pay periods. Employees must inform the payroll office in writing as to how they want to be paid by July 1 or upon hire for new employees. The district will continue to pay the employee in the same manner from year to year unless it employee wishes to change to the other option.

- D. Pay periods shall not be less than twice a month.

- E. Payment for work in excess of forty (40) hours per week will be paid in accordance with prevailing law.
- F. Less than fifty-two (52) week bargaining unit members shall be given preference over other applicants for any extra summer employment in their job category.

ARTICLE 14: BENEFITS

A. Insurance

1. The District shall offer a Medical Benefit Plan Coverage compliant with the Patient Protection and Affordable Care Act, Public Act 152 of 2011 (as amended), and the IRS Code, including all requirements necessary to avoid penalties, taxes, or fines attributable to the Board. Should the plan fail to comply with the PPACA, PA 152, or the IRS Code, the parties will meet immediately to choose compliant Medical Benefit Plan Coverage. If a plan has not been chosen within ten (10) days, the District is free to choose a compliant plan which is generally comparable to the coverage.

The District's monthly insurance premium/medical benefit Plan cost contribution to eligible employees shall be the applicable Public Act 152 of 2012 hard cap, expressed as a monthly amount (the statutory hard cap divided by 12 months).

The District's monthly contribution shall be applied to the monthly premium costs of the offered plans. If the District's monthly premium contribution to an IRS qualified high deductible health plan (HDHP) should exceed an employee's monthly premium cost, the District shall provide the remaining amount in said employee's Health Savings Account (HSA).

Eligible employees enrolling in health insurance shall pay any additional Medical Benefit Plan costs which exceeds the Board's contribution through payroll deduction. The employee's payment amount shall be the difference between the actual Medical Benefit Plan cost and the Board's contribution amount. 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 payments; however, in no instance shall the Board provide any employee pre-payment (a loan of money) to cover the individual's portion of the Medical Benefit plan costs.

July 1, 2016-December 31, 2016:

Singles: \$398.00 per month

Two persons: \$893.00 per month

Family: \$993.00 per month

January 1, 2017-June 30, 2019

Singles: \$498.00 per month

Two persons: \$1,059.67 per month

Family: \$1,159.67 per month

- a. Employees excluding temporary grant funded positions, regularly scheduled to work at least thirty (30) hours per week shall be entitled to a proportionate share of the maximum premium established above to be contributed toward payment of the employees' chosen health insurance program. Employees hired before July 1, 2016 who work at least twenty (20) hours per week shall also be entitled to the benefit plan. The proportionate share shall be determined by the ratio of the number of hours the employee is normally scheduled to work to thirty (30) hours.
- b. 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.
- c. The District will provide a three hundred fifty dollar (\$350) 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 to invest in tax-exempt options on a salary reduction assignment basis, including variable options available through MEA Financial Services or to receive as cash. The amount of the cash payment received may be applied by the bargaining unit member to a tax-deferred annuity or a 403b Plan (if available) through a salary reduction agreement.
- d. Subject to any requirements of the above-identified insurance plans, employees shall be immediately eligible to participate in the health care insurance programs identified in sections a. and b.

Dental Insurance

The District's dental insurance program shall be subject to the following conditions:

- a. Eligibility - Thirty (30) or more hour employees of the unit shall be provided single, self and spouse, self and children or full family coverage as needed.

Employees hired before July 1, 2016 who work at least twenty (20) hours per week shall also be entitled to the benefit plan.

Vision

The District shall provide without cost to the thirty (30) or more hour employee MESSA PAK VSP2 Silver and will be part of a MESSA PAK. Employees hired before July 1, 2016 who work at least twenty (20) hours per week shall also be entitled to the benefit plan.

Life Insurance

The District shall provide without cost, to the thirty (30) or more hour employee, MESSA PAK life insurance in the amount of twenty-five thousand dollars (\$25,000). The terms and conditions of the insurance coverage will be based on the terms and conditions of the policy issued by the carrier. Employees newly hired by the Board shall be eligible for Board paid life insurance premiums upon acceptance of written application by the carrier on the first day of the month following the month work commenced.

The District shall provide without cost to less than thirty (30) hour employees, MESSA PAK life insurance in the amount of fifteen thousand dollars (\$15,000). Employees hired before July 1, 2016 who work at least twenty (20) hours per week shall also be entitled to the benefit plan.

In the event of voluntary resignation or job abandonment, the District contribution toward employee group insurance shall be discontinued as of the last day of the month. In the event of an employee termination, the District contribution toward employee group insurance shall be discontinued as of the effective date of termination.

The provision of the above insurance shall be subject to the rules and regulations of the underwriters.

Changes in family status shall be reported by the employee to the Human Resources Office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in her/his behalf for failure to comply with this paragraph.

B. Holidays

1. Bargaining unit employees shall receive regular day's pay for the holidays listed below provided:
 - a. The employee has worked scheduled hours the entire day on the last day scheduled for his/her classification prior to the holiday and the first day

scheduled for his/her classification after the holiday, unless such failure was excused by the principal/supervisor and Human Resources or unless the holiday fell during the employee's scheduled vacation period.

2. The holidays covered by this Article are as follows:

Less than 52 week employees who work less than 20 hrs/wk	Less than 52 week employees who work 20 or more hrs/wk	52 week employees
	Labor Day	Labor Day
Thanksgiving Day	Thanksgiving Day	Thanksgiving Day
	Day after Thanksgiving	Day after Thanksgiving
Christmas Eve	Christmas Eve	Christmas Eve
Christmas Day	Christmas Day	Christmas Day
		New Year's Eve
New Year's Day	New Year's Day	New Year's Day
Martin Luther King Day	Martin Luther King Day	Martin Luther King Day
	President's Day	Presidents' Day
Memorial Day	Memorial Day	Memorial Day
		Independence Day

3. The fifty-two (52) week employees will not be expected to work the workday prior to Christmas nor the workday prior to New Year's Day except when the holiday falls on Thursday, in which case the Friday after would be substituted in each case for the day prior. If the holiday falls on Monday, the Tuesday after Monday will be substituted in each case for the day prior if school is in session. When the legal holiday occurs on Saturday, the holiday will be observed on the preceding Friday unless school is in session, then Monday will be substituted; or when the holiday falls on Sunday, the following Monday will be observed.
4. In addition to the holidays listed in Subsection 2, full-time bargaining unit members shall have one paid contract day per year to be used at their discretion. This day shall only be used on non-student attendance days, (except for professional development days) such as Winter, Mid-Winter, Spring and Summer breaks. All such requests shall be granted unless the scheduling of such a day would severely hinder school operations. If the day cannot be scheduled, the employee shall receive a regular day's pay for the day not used, to be paid no later than July 1.
5. On the Tuesday preceding Thanksgiving, if students are in attendance for ½ day, all full-time bargaining unit employees shall work ½ day and shall receive wages for a full day.

6. On the Friday preceding December winter break, if students are in attendance for ½ day, all full-time bargaining unit employees shall work ½ day and shall receive wages for a full day.

B. Vacations

Effective 7/1/17 all leave time will be reported in hours.

Changes will be effective July 1, 2018

1. Vacation shall be credited at the beginning of the year. The schedule of vacation benefits is as follows:

Fifty-two (52) week secretaries

Less than 1 year.....	8 days (64 hours)
1 year to less than 5 years	15 days (120 hours)
5 years to less than 9 years.....	20 days (160 hours)
9 years or more.....	22 days (176 hours)

Pro-rated one (1) year benefits will be paid to secretaries who have less than one (1) full year employment on July 1.

Less than fifty-two (52) week secretaries

(hired prior to December 13, 1990)

1 year but less than 5 years	5 days
5 years or more.....	8 days

2. All ten month secretaries, when transferring to a fifty-two (52) week employee position, shall receive the vacation days to which he/she is entitled, pro-rated according to the vacation time allotted per C.1. above. Vacation pay for less than fifty-two (52) week secretaries will be paid in a lump sum with the last pay period.

Secretaries working less than fifty-two (52) weeks will use their vacation days when they are not regularly scheduled to work. Vacation days may be used during regular scheduled working days when special permission is obtained in advance.

Fifty-two (52) week secretaries may accrue any unused vacation days earned in a school year and the unused days will be rolled over into the next school year. Accumulation may not exceed more than two (2) years accrued time. If a vacation request for a fifty-two (52) week secretary is not granted, the secretary may appeal the decision to the Human Resource Office.

For the 2020-2021 contract year only, all vacation accrued through June 30, 2020 will roll over to the 2020-2021 contract year.

Any yearly accrued vacation at the time of termination shall be paid on a prorated basis. If a bargaining unit member has used more vacation than earned, the member will repay the district for time taken.

3. Vacation pay shall consist of a continuation of the prescribed salary for the period of the vacation.
4. To be eligible for full vacation pay, a secretary must have been paid for seventy seven (77%) percent of his/her scheduled time during the past year. Eligible employees who fail to meet this requirement shall receive a pro-rated vacation benefit based upon the number of hours paid.
5. A vacation day will not be charged against an employee on vacation leave if for some reason, school is not in session on that day or days.
6. Accrued vacation at the time of layoff may be used, paid-out, or banked at the employee's discretion. Vacation time banked shall be lost if the employee is not recalled.

D. Retirement

1. A twenty (20) or more hour employee covered by the Unit who retires, having reached the minimum age of fifty (50), and who has ten (10) years of employment within the District, under the provisions of the Michigan Public Schools Employees Retirement System (MPERS) shall receive a retirement payment of one hundred dollars (\$100.00) per year of employment with the consolidated Districts and with the Waverly Community Schools. Maximum payment shall be three thousand dollars (\$3,000.00).

A less than twenty (20) hour employee covered by the Unit who retires, having reached the minimum age of fifty (50), and who has ten (10) years of employment within the District, under the provisions of the Michigan Public Schools Employees Retirement System (MPERS) shall receive a retirement payment of fifty dollars (\$50.00) per year of employment with the consolidated Districts and with the Waverly Community Schools. Maximum payment shall be one thousand dollars (\$1,000.00).

2. The benefits will be paid at the conclusion of the last year of employment on or before July 1. To be eligible for July 1 payment, notice of retirement shall be provided no less than thirty (30) days prior to July 1.
3. In case of death of an employee while still actively employed by the District, the approved retirement shall be paid to the designated beneficiary.

E. Mileage

The Board shall reimburse employees for mileage accrued when his/her personal vehicle is used to travel on a scheduled regular basis between work locations. The employee shall be reimbursed at the current IRS rate per mile.

F. Loss or Damage of Personal Property

If a bargaining unit member's personal property is lost or damaged as a direct result of their job duties, they may submit a request to the Director of Human Resources for consideration of reimbursement to repair or replace the item (Over \$30 in value). This provision shall not apply to items damage as a result of normal wear and tear.

ARTICLE 15: CONTINUITY OF OPERATIONS

The Association shall not, at any time so long as this Agreement is in effect, authorize, sanction or condone, nor will any bargaining unit member take part in any strike, slow-down, stoppage, sit-in, or picketing of the Waverly Community Schools. The Association further agrees that it will not, nor will any bargaining unit employee support or recognize any such activities by other bargaining units. In the event of any such action on the part of an individual bargaining unit employee, the Association officers will immediately post notices and release public statements advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Association. Should the Association not adhere to and abide by the provision, it shall be liable for any and all damages, injuries, and costs incurred by the District. The District shall have the right to discipline, including discharge, any bargaining unit member for taking part in any violation of this provision.

ARTICLE 16: SCOPE OF THIS AGREEMENT
--

This Agreement shall supersede all practices, policies and agreements in effect or which shall have occurred prior to its ratification, when such practices, policies or agreements are in conflict with specific provisions of this Agreement.

ARTICLE 17: MISCELLANEOUS PROVISIONS

A. Copies of this Agreement shall be posted on the District website.

B. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

- C. Any employee of the unit shall submit to a physical or psychiatric examination at the request of the District as a condition of continued employment due to circumstances related to job performance. The District reserves the right of selection of the doctor or agency conducting the examination and agrees to underwrite all costs for such examination. An employee may seek a second opinion at his/her own expense for the District's consideration.
- D. A bargaining unit employee designated by the school administrator, who in good faith administers medication to a pupil in the presence of another adult pursuant to written permission of the pupil's parent(s) or guardian and in compliance with the instructions of a physician shall not be liable in a criminal action or for civil damages as a result of the administration, except for an act of omission amounting to gross negligence or willful or wanton misconduct. All medication shall be clearly marked and kept in its original pharmacy container. A locked space shall be provided for the storage of all medication. It is understood that in an emergency that threatens the life or health of a pupil another adult need not be present to administer the prescribed medication. The Board shall provide appropriate training for members designated to dispense medication. All bargaining unit employees who need to be will be trained every other year on the dispensing of medication. Newly employed bargaining unit employees will be trained within thirty (30) days of their start date and will not dispense or assist in the dispensing of medication until trained. Training in the dispensing of medication shall be considered as professional development. If training occurs outside of normal work hours, then the bargaining unit employees will be paid their regular hourly rate. Refer to Appendix B, Waverly Community Schools Policy 5330 for additional guidance.
- E. When an employee has a serious unresolved dispute/conflict with another staff member, the problem shall be reduced to writing and presented to the building administrator. The building administrator shall attempt to resolve the problem. If resolution cannot be reached at the building level, then the involved parties shall be referred to the District's dispute resolution program. If resolution cannot be reached with the assistance of the program, then the bargaining unit member(s) may appeal the matter to the Superintendent or his/her designee for resolution. The Superintendent's resolution shall be binding upon the parties.
- F. Upon written authorization from the bargaining unit member, the Employer shall make payroll deduction for MEA-sponsored Financial Services programs, MESSA programs not fully District-paid, annuities, credit union, savings bonds, charitable donations or any other plans or programs jointly approved by the Association and the Employer.

Nothing in this Article shall be interpreted or applied to require deduction of membership dues, service fees, or employee contributions to political action funds of the Association.

ARTICLE 18: DURATION OF THE AGREEMENT
--

- A. This Agreement is entered into on May 12th, 2020

- B. Neither party shall have control over the selection of the bargaining representatives of the other party. It is recognized that not final agreement between the two parties may be executed without ratification by the Association and by the Board; but the parties mutually pledge that bargaining representatives shall be clothed with all necessary power to negotiate an Agreement.

This Agreement shall be binding upon the parties hereto, their successors and assigns.

Waverly Schools Board of Education

Mary Ann Martin
President

Amy Kause
Vice-President

Dated: 6/25/2020

Waverly Education Support Professional Association

Thom Calhoun
President

David Ash
Waverly Education Support Professional Association

Dated: 7/1/2020

APPENDIX A: WAGES

Educational Credit:

Bargaining unit members hired after July 1, 2018, holding an Associate's Degree at the time of hire, shall be placed at Year 2 of the applicable Salary Schedule.

Bargaining unit members hired after July 1, 2018, holding a Bachelor's Degree at the time of hire, shall be placed at Year 3 of the applicable Salary Schedule.

NEW 2020-2021 Secretarial/Para Educator/Technical Schedule				
	<u>First 3 Months</u>	<u>4 - 12 Months</u>	<u>Beginning of Second Year</u>	<u>Beginning of Third Year</u>
A	\$18.18	\$19.27	\$19.82	\$20.55
I	\$16.60	\$17.90	\$18.25	\$18.99
II	\$15.26	\$16.35	\$16.90	\$17.61

NEW 2020-2021 Food Service Schedule				
	<u>First 3 Months</u>	<u>4 - 12 Months</u>	<u>Beginning of Second Year</u>	<u>Beginning of Third Year</u>
FS1	\$13.80	\$14.38	\$14.92	\$15.61
FS2	\$13.48	\$14.12	\$14.65	\$15.35
FS3	\$12.02	\$13.12	\$13.67	\$14.35
FS4	\$10.61	\$11.14	\$11.41	\$11.67

Bargaining unit members employed by May 1, 2020 shall receive a \$500 off schedule payment, payable July 17, 2020.

APPENDIX B: Administrative Guideline 5330

USE OF MEDICATIONS

The medications and/or treatments, which may be administered, are defined in Policy 5330. In those circumstances where a student must take prescribed medication during the school day, the following guidelines are to be observed:

- A. Parents should determine with their physician's counsel whether the medication schedule can be adjusted to avoid administering medication during school hours.
- B. The Medication Request and Authorization Form 330 F1 must be filed with the respective building principal before the student will be allowed to begin taking any medication during school hours. This written and signed request form is to be submitted on an annual basis and will include:
 - 1. student's name;
 - 2. medication, dosage, and procedure for administering;
 - 3. times required;
 - 4. special instructions including storage and sterility requirements;
 - 5. date prescribed medication will no longer be needed;
 - 6. physician's name, address, and telephone number;
 - 7. probable side effects;
 - 8. authorization by both the physician and the parent for a student to self-administer the medication but only in the presence of two (2) authorized staff members;
 - 9. authorization for school personnel to administer the prescribed medication, if necessary;
 - 10. agreement/satisfactory arrangement to deliver medication to/from school;
 - 11. agreement to notify the school in writing if the medication, dosage, schedule, or procedure is changed or eliminated. A new request form must be submitted each school year or for each new medication.

- C. The building administrator shall designate, on Form 330 F1, the staff member(s) authorized to administer the medication or required treatment. Those individuals must have received training on administering the medication or treatment prior to servicing the student, except in an emergency.
- D. Form 5330 F1c – Authorization for the Possession and Use of Asthma Inhalers or Other Emergency Medication shall be completed and signed by a physician and the parents authorizing the student of use of a metered dose or dry powdered inhaler, or prescribed emergency medication at school, on District transportation and school activities. This form must be received by the building principal and/or school nurse if one is assigned to the building. Notice of this authorization shall be delivered to the staff members and transportation personnel to whom the student is assigned.

Students may possess and self-administer prescribed emergency medication or a metered dose or dry powder inhaler for relief of asthma, or before exercise to prevent onset of asthma symptoms, while at school, on school-sponsored transportation, or at any school-sponsored activity in accord with the Superintendent's guidelines, if the following conditions are met:

- 1. There is written approval from the student's physician or other health care provider and the student's parent/guardian to possess and use the inhaler

and
 - 2. The building administrator has received a copy of the written approvals from the physician and the parent/guardian.
- E. All medications to be administered during school hours must be registered with the principal's office. Upon receipt of the medication, the principal shall verify the amount of medication brought to the school and indicate that amount on the student medication log sheet.
 - F. Medication that is brought to the office will be properly secured. Medication may be conveyed to school directly by the parent or transported by transportation personnel (bus driver and/or bus aide) at parental request. This should be arranged in advance. Two to four (2-4) weeks' supply of medication is recommended. Medication MAY NOT be sent to school in the student's lunch box, pocket, or other means on or about his/her person. Exceptions to this would be prescriptions for emergency medications for allergies and/or reactions, or inhalers for asthma with proper authorization.
 - G. For each prescribed medication, the container shall have a pharmacist's label with the following information:
 - 1. student's name
 - 2. physician's name

3. date
 4. pharmacy name and telephone
 5. name of medication
 6. prescribed dosage and frequency
 7. special handling and storage directions
- H. The building administrator may request that the medication be provided in the exact dosage prescribed, so that the staff is not responsible for dividing or spitting the medication or pills.
- I. Any unused medication unclaimed by the parent will be destroyed by administrative personnel when a prescription is no longer to be administered or at the end of a school year. Notation of the method of disposal and the date shall be entered on the Medication Administration Daily Log.
- J. The staff member administering the medication shall ensure that the student takes the medication properly.
- K. If a student does not take the medication at the proper time, the staff member responsible for administering the medication shall take appropriate steps to locate the student and administer the medication and to then notify the parents of the importance of the child reporting on time for his/her medication.
- L. Any adverse reaction to the medication, as described in the physician's written instructions, shall be immediately reported to the student's parent/guardian, and the authorizing physician if so requested on the authorization form.
- M. All medications are to be administered in such a way as to not unduly embarrass the student.
- N. A log for each prescribed medication shall be maintained, which will note the personnel giving the medication, the date, and the time of the day. Both the administering and witnessing adult shall sign the log.
- O. Any known errors in the administration of the medication shall be recorded on the log, and immediately reported to the building administrator. The building administrator shall promptly notify the parent/guardian and enter a notation on the log of the time of notification and any instructions from the parent/guardian.
- P. This log will be maintained along with the physician's written request and the parent's written release.
- Q. Form 5330 F1 shall be completed and signed by the principal authorizing the person(s) who may administer the medication or procedure. A second adult must be present during the

administration of any medication. A licensed registered professional nurse may administer medication without a second adult present.

- R. If, for supportable reasons, the principal wishes to discontinue the privilege of a student self-administering a medication, s/he shall notify the parent of this decision in sufficient time for an alternative administration to be established.
- S. If a student is exhibiting behavior which causes a staff member to be concerned about his/her medical status, this behavior must be reported to the building administrator and/or school nurse and expressed in writing in behavioral terms. The administrator or nurse shall promptly contact the parent/guardian, report the observations, and suggest that they seek medical attention for the child. The written observations may be given to the parent.
- T. All staff authorized to administer medication or treatment shall receive appropriate training on the District's Policy and Guidelines, as well as any specific instruction relevant to the particular student's treatment or medication.
- U. In-service training will be provided by personnel familiar with the District's policies, guidelines and proper medical administration procedures. Generally this will be done by a licensed registered nurse, licensed physician, or licensed physician's assistant. When any procedure other than oral administration of medication is required, the staff member will receive individualized training from qualified medical personnel.
- V. In-service training should include familiarization with identifying and dispensing medications, as well as symptom of side effects. Training shall also cover all of the District's policies and guidelines regarding the administration of medication and treatment to students, including the record keeping procedures and forms.
- W. A record shall be kept of the date, time and substance of the training that each staff member receives. This record shall be made available upon request, to the parent/ guardian.
- X. Non-prescribed (Over the Counter) Medications

A student in grades 5 – 12 may be allowed to possess and self-administer an over the counter medication upon the written authorization of the parent. The parent must complete Form 5330 F1a – Authorization for Non-prescribed Medication and Treatment and submit it to the school office for filing in the student's records.

If a student is found with a medication in his/her possession, his/her record should be checked to determine if the proper authorization is on file. If not, the matter is to be reported to the principal for disciplinary action. The principal may use one or more of the following procedures, depending on the particular situation:

1. Contact the parent and arrange for the parent to submit Form 5330 F1a as soon as possible.

2. Take the medication from the student and keep it in the school office until the completed form has been submitted.
-
- Y. Dispensing of non-authorized, over the counter (OTC) medication by District employees to students served by the District is prohibited. Where investigation confirms such allegations, prompt corrective action shall be taken up to and including dismissal.
 - Z. In order to minimize health and safety risks to student-athletes and maintain ethical standards, school personnel, coaches, athletic trainers, and lay coaches should never dispense, supply, recommend, or permit the use of any drug, medication, or food supplement solely for performance-enhancing purposes.

INDEX

DEFINITION	ARTICLE	SECTION	PAGE
Affiliation.....	1		1
Appendix A.....			39
Appendix B – Administrative Guideline 5330			42
Application of Agreement.....	18	B	38
Benefits	14		31
Benefits, While on Paid Leave.....	10	A3	26
Breaks	4	C	2
Child Care Leave	11	A	26
Compensation	13		30
Complaints & Assaults/Legal Advice.....	4	F	3
Conference Fund/Released Time.....	4	E	3
Continuity in Assignment/Involuntary Transfer.....	6	B	14
Continuity of Operations.....	15		36
Discharge/Demotion	6	E	15
Disciplinary Action Definition	6	F	16
Disciplinary Procedure.....	6	G	16
District Right to Transfer	6	A	14
Duration of Agreement	18		38
Educational Leave.....	11	E	27
Evaluation	7		17
Extended Illness Leave	11	B	26
Family Medical Leave Act.....	11	D	27
Grievance Procedure.....	5		11
Holidays	14	B	34
Insurance	14	A	31
Job Classifications	12	B	28
Job Descriptions.....	4	M	5
Job Postings	6	C2	14
Jury Duty.....	10	C	25
Just Cause.....	6	E	15
Lay-off and Recall	8	B	20
Longevity Pay	13	B	30
Management Rights	3		2
Maternity Leave.....	10	D	25
Mileage Reimbursement	14	E	36
Miscellaneous Provisions.....	17		37
Non-Discrimination	4	A,B	2
Notification of Openings/Promotion.....	6	C	14
Paid Leaves of Absence	10		22
Pay Periods.....	13	C	30
Personal Leave	10	B	25
Personnel File.....	4	I	4

DEFINITION	ARTICLE	SECTION	PAGE
Physical Examination Request.....	17.....	D.....	37
Position Classification	12.....		28
Posting of Agreement	17.....	A.....	37
Probationary Period	8.....	A4.....	19
Promotion, Transfer, Demotion & Dismissal	6.....		14
Psychiatric Examination Request	17.....	C.....	37
Reclassification Review Committee	12.....	A.....	28
Recognition	2.....		1
Retirement.....	14.....	D.....	36
School Closing.....	9.....		22
Scope of Agreement.....	16.....		37
Seniority, Definition	8.....	A1.....	18
Seniority, Lay-off and Recall.....	8.....		18
Seniority List.....	8.....	A3.....	19
Seniority, Termination of & Loss of Employment	8.....	A2.....	19
Short Term Leave	11.....	C.....	27
Sick Leave Accumulation	10.....	A1.....	22
Sick Leave Bonus	10.....	A2f,g,h,i.....	23
Sick Leave, Uses of Accumulated	10.....	A2.....	23
Sick Leave, Paid at Retirement	10.....	A4.....	24
Sit-Ins, Strikes, Work-Stoppage	15.....		36
Uniform Allowance, Food Service Employees	4.....	V5.....	8
Unpaid Leaves of Absence	11.....		26
Vacancy Definition	6.....	C1.....	14
Vacations.....	14.....	C.....	35
Workday, Food Service Employees.....	4.....	V1.....	7
Workday, Para Educator Employees	4.....	W1.....	8
Workers' Compensation	10.....	A2e.....	23
Working Conditions.....	4.....		2

LETTER OF AGREEMENT
Between
WAVERLY COMMUNITY SCHOOLS (the "District")
and the
WAVERLY EDUCATION SUPPORT PARAEDUCATOR ASSOCIATION (the
"Association")

WHEREAS, The District is committed to providing a competitive compensation package for its employees; and

WHEREAS, The District and the Association have ratified a new contract that maintains most provisions of the former Master Agreement, but modifies specific terms of that agreement; and

WHEREAS, This letter of agreement lists the only provisions modified as outlined below, and has no effect on any part of the agreement not specifically listed; and

Therefore, the District and the Association agree as follows:

- 1) This new Agreement, entered into on 6-13, 2022, shall be in effect from July 1, 2022 through June 30, 2024. 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.
- 2) Appendix A: Wages shall be replaced in its entirety with Appendix A: Wages as attached to this LOA.

The signatories represent that this new Master Agreement has been ratified by both parties, and expires pursuant to the new duration clause on June 30, 2024.

Waverly Community Schools Board of
Education

Mary Ann Marten
Board President

Spencer Guller
Board Secretary

Date

Waverly Education Support Paraeducator
Association

John Cull
WESPA President

WESPA Secretary

6/23/22
Date

APPENDIX A: WAGES

2022-2023 WAGES

2022-2023 Secretarial/Para Educator/Technical Schedule (effective July 1, 2022)				
Classification	First 3 Months	4-12 Months	Beginning of Second Year	Beginning of Third Year
A1	\$22.02	\$23.29	\$23.98	\$24.96
A	\$19.67	\$20.85	\$21.44	\$22.24
I	\$17.96	\$19.38	\$19.75	\$20.55
II	\$16.52	\$17.69	\$18.28	\$19.05

2022-2023 Food Service Schedule (effective July 1, 2022)				
Classification	First 3 Months	4-12 Months	Beginning of Second Year	Beginning of Third Year
FS1	\$14.93	\$15.56	\$16.14	\$16.89
FS2	\$14.59	\$15.28	\$15.85	\$16.61
FS3	\$13.01	\$14.20	\$14.79	\$15.53
FS4	\$11.48	\$12.05	\$12.34	\$12.63

2023-2024 WAGES

2023-2024 Secretarial/Para Educator/Technical Schedule (effective July 1, 2023)				
Classification	First 3 Months	4-12 Months	Beginning of Second Year	Beginning of Third Year
A1	\$22.68	\$23.99	\$24.70	\$25.71
A	\$20.26	\$21.48	\$22.08	\$22.91
I	\$18.50	\$19.96	\$20.34	\$21.17
II	\$17.02	\$18.22	\$18.83	\$19.62

2023-2024 Food Service Schedule (effective July 1, 2023)				
Classification	First 3 Months	4-12 Months	Beginning of Second Year	Beginning of Third Year
FS1	\$15.38	\$16.03	\$16.62	\$17.40
FS2	\$15.03	\$15.74	\$16.33	\$17.11
FS3	\$13.40	\$14.63	\$15.23	\$16.00
FS4	\$11.82	\$12.41	\$12.71	\$13.01

Educational Credit: Bargaining unit members hired after July 1, 2018, holding an Associate's Degree at the time of hire, shall be placed at Year 2 of the applicable Salary Schedule.

Bargaining unit members hired after July 1, 2018, holding a Bachelor's Degree at the time of hire, shall be placed at Year 3 of the applicable Salary Schedule.