

# Agenda of Regular Meeting

## The Board of Education Waverly Community Schools

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A Regular Meeting of the Board of Education of Waverly Community Schools will be held July 31, 2023, beginning at 6:00 PM in the Board Room, 515 Snow Road, Lansing, MI 48917.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

- I. Call to Order and Pledge to the Flag - President Guevara Warren
- II. Correspondence
- III. Public Comment for Agenda Items
- IV. Special Presentation
  - A. Waverly Construction Project(s) Update
  - B. State of Michigan Budget - Waverly Community Schools
- V. Board Member Comment
- VI. Approval of Agenda and Acceptance of all Reports into Discussion

**Recommendation: To request a motion to approve the July 31, 2023 agenda as presented and accept all reports into discussion.**

- VII. Approval of Consent Agenda Items 3

Items Listed below may be approved with one motion unless a board member requests that an item or items be removed for separate action.

Public Budget Hearing Meeting Minutes - June 12, 2023  
Regular Board Meeting Minutes - June 14, 2023  
Special Meeting Minutes - Student Hearing - June 14, 2023  
Special Meeting Closed Session Minutes - Student Hearing - June 14, 2023  
Report #23-1, HR Personnel Recommendations  
Report #23-2, 2023-24 Board of Education Meeting Dates  
Report #23-3, Designation of Person to Post BOE Meetings  
Report #23-4, Designation of School Depositories  
Report #23-5, Designation of Professional Service Consultants  
Report #23-6, Designation of Audit Firm

Report #23-7, Designation of Authorized Signatories  
 Report #23-8, Designation of Electronic Transfer Officer  
 Report #23-9, Designation of Charitable Giving Fiscal Agent  
 Report #23-10, Lodging, deals and Travel Reimbursement Rates

**Recommendation: To request a motion to approve the consent agenda as presented.**

VIII.	Committee Meetings	
IX.	Presentation of Reports	
	A. Personnel & Policy	22
	1. First Reading - Volume 37, No. 2	
	Policies presented will be brought to action at the August 2023 Regular Board of Education Meeting	
	2. For Action - Report #23-11, Ratification of Master Agreement - Teamsters State, County And Municipal Workers Local 214	24
	<b><u>Recommendation:</u> Approve Report #23-11, the tentative agreement as negotiated between Teamsters and the Board of Education as presented.</b>	
	B. Finance and Facilities	
	1. For Action - Report #23-12, 2022 Building and Site, Series I Printer/Copier Purchase Recommendations	61
	<b><u>Recommendation:</u> To approve the purchase of printer and copier equipment from AOS, as per the provided summary and in accordance with Board Policy 6320 (Purchasing).</b>	
	2. For Action - Report #23-13, 2022 Building and Site, Series I Technology Purchase Recommendations	67
	<b><u>Recommendation:</u> To approve the purchase of technology equipment from Apple, Inc., as per the presented summary and in accordance with Board Policy 6320 (Purchasing).</b>	
X.	Superintendent's Report	
XI.	Public Comment - Open Comment for District Related Items	
XII.	Other Board Business	
XIII.	Adjournment	

# Minutes of Special Meeting

## The Board of Trustees Waverly Community Schools

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### Opening of Meeting

A Special Public 2022-2023 Budget Hearing meeting of the Waverly Community Schools Board of Education was held Monday, June 12, 2023. Board President Alicia Guevara Warren called the meeting to order at 5:30 PM. The pledge to the Flag was led by Board Secretary Vince Perkins.

Members Present: Mary Ann Martin  
Alicia Guevara Warren  
Cathy Pike  
Holly Nester  
Deborah Lopez  
Vince Perkins

Members Absent: Amy Krause

Staff Present: Kelly Blake, Superintendent  
Evan Nuffer, Director of Finance  
Chris Huff, Director of Teaching and Learning  
Shawn Lewis, Director of School Culture  
R. Jon Harpst  
Sue Ruegsegger

Evan Nuffer, Director of Finance and Operations, gave a presentation on the proposed 2023-24 Budget and Proposed Tax Millage Rate.

All clarification questions from the Waverly Board of Education were addressed by Mr. Nuffer.

Adjournment at 5:55 PM

Respectfully submitted,

Vince Perkins, Secretary  
aml

# Minutes of Regular Meeting

## The Board of Trustees Waverly Community Schools

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### Opening of Meeting

The regular monthly meeting of the Waverly Community Schools Board of Education was held on Monday, June 12, 2023 in the Waverly Board of Education Meeting Room, located at 515 Snow Rd., Lansing, MI 48917. President Guevara Warren called the meeting to order at 6:00 PM. The pledge to the flag was led by High School Principal, Anthony Terranova.

Members Present:           Alicia Guevara Warren  
                                  Holly Nester  
                                  Vince Perkins  
                                  Deborah Lopez  
                                  Cathy Pike  
                                  Mary Ann Martin

Members Absent:           Amy Krause  
                                  Student Representative Emily Humphrey

Staff Present:             Kelly Blake, Superintendent  
                                  Evan Nuffer, Director of Finance & Facilities  
                                  Shawn Lewis, Director of School Culture  
                                  Chris Huff, Director of Teaching & Learning  
                                  Tiffany Wright, Director of Student Services  
                                  Susan Friend, Director of Human Resources  
                                  Ann Marie Lindsay  
                                  Tony Terranova  
                                  Tim Lyman  
                                  Allison Orwat  
                                  Molly Francis  
                                  Sue Ruegsegger  
                                  Scott Castele  
                                  Jon Harpst

### Special Presentation

Waverly Athletic Director, Scott Castele, reviewed the Waverly sports programs and successes of our student athletes and answered all questions from the Board of Education.

### Correspondence:

None

**Public Comment for Agenda Items:**

Community member, Nick Cook, gave a statement voicing concerns regarding the ability of registering in a timely manner for tuition preschool due to the enrollment process of the Great Start Readiness Program being offered by Waverly.

Community member, Robert Hollingsworth, requested information regarding use of the high school track facility. He stated he was denied use due to our lack of custodial support.

**Board Member Comment:**

Member Pike:

- Shared positive comments regarding our Waverly East Intermediate students who visited Delta Mills Park on their amazing behavior.
- Reported the large participation at Elmwood for the Luau Night event.

Member Perkins:

- Congratulated the softball team on their district title.
- Welcomed Jon Harpst, new Waverly IT Director.
- Pleased with new Assistant Principal staff.

Member Nestor also welcomed Jon Harpst to Waverly.

Member Martin thanked everyone for their hard work in making Waverly Community Schools a successful district.

Member Lopez:

- Thanked the community for allowing her to be on the Waverly BOE and participate in graduation, which was an amazing celebration.
- Completed individual school visits and thanked administration for welcoming BOE members in into their busy buildings.
- Instructional Coaches are having a positive impact on buildings.
- Positive start of day announcements at the buildings and staff recognition.
- Would like to see a standard cell phone policy and backpack policy/standard.
- Need to improve on part involvement in the district.

Member Guevara Warren:

- Congratulated Varsity Girls' Softball District title.
- Very thankful to share in graduation
- Winans field day was a success
- Thanked all staff for another successful school year and making students the first priority.
- Understands the concerns with Pre-K and the importance of such programs for student success.
- Wished everyone a restful and relaxing summer.

**Approval of Agenda and Acceptance of Reports**

A motion was presented by Member Nestor and supported by Member Martin to adopt the June 12, 2023 agenda and accept all reports.

**Motion PASSED**

**Vote: Ayes – 6; Nays – 0; Absent – 1 Member Krause**

**Approval Consent Agenda Items**

A motion was presented by Member Martin and supported by Member Lopez to approve the consent agenda as presented.

- 1.Regular Meeting Minutes – May 15, 2023
- 2.Special Meeting Minutes Student A – May 23, 2023
- 3.Special Meeting Closed Session Minutes Student A – May 23, 2023
- 4.Special Meeting Minutes Student B – May 23, 2023
- 5.Special Meeting Closed Session Minutes Student B – May 23, 2023
- 6.Special Meeting Minutes Student C – May 23, 2023
- 7.Special Meeting Closed Session Minutes Student C – May 23, 2023
- 8.Special Meeting Minutes Student D – May 23, 2023
- 9.Special Meeting Closed Session Minutes Student D – May 23, 2023
- 10.Special Meeting Minutes Student E – May 23, 2023
- 11.Special Meeting Closed Session Minutes Student E – May 23, 2023
- 12.Special Meeting Minutes Student F – May 23, 2023
- 13.Special Meeting Closed Session Minutes Student F – May 23, 2023
- 14.Special Meeting Minutes Student G – May 23, 2023
- 15.Special Meeting Closed Session Minutes Student G – May 23, 2023
- 16.Report #22-61, Human Resources Personnel Report

**Motion PASSED**

**Vote: Ayes – 6; Nays – 0; Absent – 1 Member Krause**

**COMMITTEE MEETINGS:**

Teaching & Learning Committee

- Teaching & Learning Director, Chris Huff, reviewed the T & L committee meetings, giving an update on curriculum.

**PRESENTATION OF REPORTS**

For Action – **Report #22-62**, 2022-2023 Budget Amendment Resolutions

A motion was presented by Member Perkins and supported by Member Pike to approve Report #22-62, the 2022-2023 General Fund Budget Amendment Resolutions.

**Motion PASSED**

**Vote: Ayes – 6; Nays – 0; Absent – 1 Member Krause**

For Action – **Report #22-63**, 2023-2024 Budget Resolutions

A motion was presented by Member Martin and supported by Members Lopez & Nester to approve Report #22-63, the 2023-24 General Fund, Debt Retirement Fund, Special Revenue Funds and Sinking Fund Resolutions as presented.

**Motion PASSED**

**Vote: Ayes – 6; Nays – 0; Absent – 1 Member Krause**

For Action – **Report #22-64**, Certification of Summer Tax Levy

A motion was presented by Member Perkins and supported by Member Pike to approve Report #22-64, the proposed summer tax levy for the City of Lansing, Delta Township, and Lansing Township as presented.

**Motion PASSED**

**Vote: Ayes – 6; Nays – 0; Absent – 1 Member Krause**

For Action – **Report #22-65**, 2022 Building and Site, Series I Technology Purchase

A motion was presented by Member Lopez and supported by Member Martin to approve the purchase of technology equipment, as per provided summary, to replace technology equipment nearing the end of its useful life.

**Motion PASSED**

**Vote: Ayes – 6; Nays – 0; Absent – 1 Member Krause**

For Action – **Report #22-66**, Classroom Furniture Purchase

A motion was presented by Member Pike and supported by Member Martin to approve Report #22-66, the purchase of classroom furniture, per provided summary, as part of the subcommittee recommendation for new classroom and office furniture.

**Motion PASSED**

**Vote: Ayes – 6; Nays – 0; Absent – 1 Member Krause**

For Action – **Report #22-67**, High School Science Curriculum

A motion was presented by Member Lopez and supported by Member Pike to approve Report #22-67, the purchase of High School Science curriculum materials.

**Motion PASSED**

**Vote: Ayes – 6; Nays – 0; Absent – 1 Member Krause**

Teaching and Learning Director, Chris Huff, presented the 98B Benchmark Spring 2023 report. The report is available on the district website for review.

For Action – **Report #22-68**, Michigan High School Athletic Association 2023-24 Membership Resolution

A motion was presented by Member Pike and supported by Members Guevara Warren and Martin to approve Report #22-68, the MHSAA 2023-24 membership resolution as presented.

**Motion PASSED**

**Vote: Ayes – 6; Nays – 0; Absent – 1 Member Krause**

**Superintendent's Report:**

Superintendent Blake:

- In August, the Leadership team will be attending “Capturing Kids Hearts” professional development.
- Working with district literacy team to develop a plan for success
- Graduation 2023 was a success
- East under construction, started the minute school dismissed on June 9<sup>th</sup>.
- Requested Susan Friend give an HR update on staffing vacancies within the district
- Finalized employment of our new Middle School Principal, Bernard Colton.
- Winans Assistant Principal is Kysha Crenshaw and Elmwood Assistant Principal is Doreatha Rusher.
- Would like to scheduled MASB Board of Ed professional development in August 2023.
- The July 2023 board meeting was rescheduled to July 31, 2023 to allow for a more accurate construction presentation update.
- Invited board member to staff safety training on August 21.
- School ended on a positive note.

**Public Comment – Open Comment for District Issues**

Sa’Rae Daggett, followed up on a request to donate a memorial to honor and remember her son, Giovanni, and all other students who have been taken too early in life. She reiterated she feels it is important for students to be remembered and honored by their classmates. She proposed donating a bench or planting a remembrance tree to help grieving students.

Waverly Administration will contact Ms. Daggett when construction nears completion to discuss potential donation sites.

**Other Board Business:**

None

The meeting adjourned at 7:41 pm.

Respectfully submitted,

Vincent Perkins, Secretary  
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# Minutes of Special Meeting (Student Discipline)

## The Board of Trustees Waverly Community Schools

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A Special (Student Discipline) meeting of the Waverly Community Schools Board of Education was held Wednesday, June 14, 2023 at the Administration Building, located at 515 Snow Rd., Lansing, MI 48917.

Members Present: Amy Krause  
Cathy Pike  
Vince Perkins  
Holly Nester  
Debbie Lopez

Members Absent: Mary Ann Martin  
Alicia Guevara Warren

Staff Present: Kelly Blake, Superintendent  
Chris Huff, Interim Director of Teaching & Learning  
Anthony Terranova, High School Principal  
Ann Marie Lindsay

Others Present: Student and Parents

The meeting was called to order at 8:08 am pm by Vice President Nester. Vice President Nester asked if the parents of Student A wanted a closed or opened session for the purpose of a student discipline hearing. Parent A requested a closed session.

A motion was presented by Member Perkins and supported by Member Pike to meet in closed session under section 8(e) of the Open Meetings Act, for the purpose of a student disciplinary hearing.

Roll Call Vote: A. Krause – Yes  
C. Pike – Yes  
V. Perkins – Yes  
H. Nester - Yes  
D. Lopez - Yes

**Motion PASSED**

**Vote: Ayes – 5; Nays – 0; Absent – 2 – Member Martin, Member Guevara Warren**

The Board entered into closed session at 8:08 am.  
The Board reconvened to open session at 9:07 am.



WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION REGULAR MEETING  
July 31, 2023

Report #23-1

**Subject: Personnel Report**

**A. Employment – Administration**

<u>Name</u>	<u>Position</u>	<u>Building</u>	<u>Salary</u>	<u>Effective</u>
Jekeia Murphy	Assistant Principal	High School	\$104,030	August 2023

**B. Employment – Certified**

<u>Name</u>	<u>Position</u>	<u>Building</u>	<u>Salary</u>	<u>Effective</u>
Todd Strien	ELA Co-Teacher	Middle School	MA/BA 36 Step 9/\$66,323	2023-2024
Eryn Hannink	GSRP Teacher	Colt ECEC	MA/BA36 Step 9/\$66,323	2023-2024
Sarah Moore	7 <sup>th</sup> Gr ELA Teacher	Middle School	MA/BA 36 Step 6/\$58,035	2023-2024
Joseph Welch	English 10 Teacher	High School	BA Step 1.5/\$44,456	2023-2024
Lily Dubbs	2 <sup>nd</sup> Grade Teacher	Elmwood Ele	BA Step 1.5/\$44,456	2023-2024
Samantha Behen	GSRP Teacher	Colt ECEC	BA Step 3.5/\$48,594	2023-2024
Michael Kokenos	1 <sup>st</sup> Grade Teacher	Winans Elementary	BA Step 6/\$54,312	2023-2024
Emily Baker	Art Teacher	Elmwood/Winans	BA Step 10.5/\$66,355	2023-2024
Oliva Mears	4 <sup>th</sup> Grade Teacher	Winans Elementary	BA Step 2/\$45,456	2023-2024
Jim Lehman	6 <sup>th</sup> Grade Teacher	East Intermediate	BA Step 1.5/\$44,456	2023-2024
Shelby Nichoson	1 <sup>st</sup> Grade Teacher	Winans Elementary	MA/BA 36 Step 3/\$50,782	2023-2024
Matt Murdock	Technology Teacher	Winans & East	MA/BA 36 Step 7/\$60,676	2023-2024
Paige Stanton	GSRP Teacher	Colt ECEC	BA Step 1.5/\$44,456	2023-2024
Melissa Chittenden	Kindergarten Teacher	Colt ECEC	BA Step 1.5/\$44,456	2023-2024
Gabe Lopez	Special Ed Teacher	Middle School	BA Step 1.5/\$44,456	2023-2024
Michael Kelley	.6 FTE PE Teacher	East Intermediate	MA/BA36 Step 5/\$34,821	2023-2024
Ivy Herron	SE Teacher		BA Step 5/\$51,984	2023-2024
Hannah Oravitz	Biology Teacher	High School	MA Step 6/\$58,035	2023-2024
Christine Przystas	Mental Health Special	Middle School	MA Step 12/\$75,795	2023-2024
Arika Ream	Mental Health Special	East Intermediate	MA Step 10/\$69,341	2023-2024

**C. Employment – Non-Certified**

<u>Name</u>	<u>Position</u>	<u>Building</u>	<u>Salary</u>	<u>Effective</u>
Emily Partridge	Auditorium Manager	District	\$53,476	7/1/2023
Katherine Wilke	GSRP Assoc. Para Educator	Colt ECEC	\$18.50/hr	8/21/2023
Andrew Garske	GSRP Assoc. Para Educator	Colt ECEC	\$18.50/hr	8/21/2023

**D. Resignation – Certified**

<u>Name</u>	<u>Position</u>	<u>Building</u>	<u>Effective</u>
Thomas Wagner	1 <sup>st</sup> Grade Teacher	Winans	6/9/2023
Jaelyn Hays	Kindergarten Teacher	Colt ECEC	6/9/2023
Shelby Parks	1 <sup>st</sup> Grade Teacher	Winans	7/7/2023

**E. Resignation – Non-Affiliated**

<u>Name</u>	<u>Position</u>	<u>Building</u>	<u>Effective</u>
Mary Diedrich	Data Compliance Tech	District	6/30/2023

**F. Resignation – Non-Certified**

<u>Name</u>	<u>Position</u>	<u>Building</u>	<u>Effective</u>
Annetta Tucker	Food Service FS3	Elmwood	6/14/2023

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**G. Staff Transfer**

<u>Name</u>	<u>From Position</u>	<u>To Position</u>	<u>Effective</u>
Michelle Wanbaugh	Kindergarten Teacher	GSRP Teacher	August 2023
Scott Brooks	Music East	Music Colt ECEC	August 2023
Mackensie Combs	Social Worker	SSW Colt ECEC	August 2023
Kristen Hood	Social Worker MS	District Behavior Specialist	August 2023
Katherine Kuzma	Middle School Math Teacher	6 <sup>th</sup> Grade Teacher East	August 2023
Christopher Onze	Music Colt	Music East	August 2023
Lindsey Padlo	ELL Colt/Elm/Winans/East	ELL Colt/Elmwood/Winans	August 2023
Rachael Goodman	ELL Grades 7-12	ELL High School	August 2023
Carlos Salais	Science Teacher MS	ELL East & Middle School	August 2023
Wallace Woodman	SE Co-Teacher MS	Special Ed Teacher Elmwood	August 2023
Megan Karinen	Social Worker Colt ECEC	Social Worker Elmwood	August 2023
Chuck Tolhurst	Social Worker Elmwood	SSW Colt/Elmwood/Winans	August 2023
Eric Sheets	PE/Health Teacher MS/HS	PE/Health Teacher HS	August 2023
Shanear Trice	PE/Health Teacher MS/HS	PE/Health Teacher HS	August 2023
Lauren Leffel-Jones	Spanish Teacher HS/MS	Spanish Teacher MS	August 2023
Lisa Tibbits	Special Ed Teacher HS	SE & Blended Learn Teacher	August 2023
Nate Beckholt	PE Teacher East/MS	PE Teacher Middle School	August 2023
Mike Moreno	Middle School Principal	Colt Asst Prin/Attendance Mgr	August 2023
Amanda Batten	Middle School	High School	August 2023
Angela Williams	High School FS1 Kitchen Lead	FS1 District Lead	August 2023
Rebecca Reed	FS3 Food Service Worker	High School FS1 Kitchen Lead	August 2023

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**H. Termination**

<u>Name</u>	<u>Position</u>	<u>Building</u>	<u>Effective</u>
Kevin Claudio	Custodian	Service Building	7/10/2023

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**I. Tenure**

<u>Name</u>	<u>Position</u>	<u>Building</u>	<u>Effective</u>
Erin Jimmerson	1 <sup>st</sup> Grade Teacher	Elmwood	6/30/2023
Katy Swift	Special Education Teacher	Winans	6/30/2023
Lisa Rodriguez	Special Education Teacher	Winans	6/30/2023
Melissa Olmstead	Special Education Teacher	Colt	6/30/2023
Zachary Marshall	Math Teacher	High School	6/30/2023
Rebecca Eyestone-Malbouef	Science Teacher	Middle School	6/30/2023
Contisha Morgan	ELA Teacher	Middle School	6/30/2023
Kellie West	3 <sup>rd</sup> Grade Teacher	Winans	6/30/2023
Kristen Delaney	Special Education Teacher	Winans	6/30/2023
Kendra Randolph	SE Co-Teacher	Middle School	6/30/2023
Lindy Simon	1 <sup>st</sup> Grade Teacher	Winans	6/30/2023

Waverly Community Schools  
2023-24 Board of Education  
Meeting Dates

Report #23-2

**2023**

**2024**

July 31, 2023

January 22, 2024

August 21, 2023

February 12, 2024

September 18, 2023

March 18, 2024

October 16, 2023

April 15, 2024

November 20, 2023

May 20, 2024

December 18, 2023

June 10, 2024

All regular meetings will begin at 6:00 pm and will be held in the Administrative Center Board Room A regular meeting of the Board of Education for the 2024-2025 will be held on Monday July 17, 2024.

WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION REGULAR MEETING  
July 31, 2023

Report #23-3

**FOR ACTION**

**Subject:**      **Designation of Person to Post Meetings**

**Recommendation:**

The Superintendent recommends the Recording Secretary to the Board of Education be designated as the person to post meetings of the Board of Education. In her absence, the Superintendent shall appoint a person to post individual meetings as required.

**WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION  
REGULAR MEETING  
JULY 31, 2023**

**Report #23-4**

**FOR ACTION\*\*\***

**Subject:**

Annual Designation of School Depositories

**Recommendation:**

The Superintendent recommends the Board of Education designate the following banking and investment institutions for the deposit of all funds over which the Board has direct or supervisory control.

**PNC Bank**

General Fund – Checking

General Fund – Checking (Payroll)

Student Activities Fund - Checking

Debt Retirement Fund – Money Market

Capital Projects Fund (2021 Building and Site, Series IV) – Money Market

Capital Projects Fund (Sinking Fund) – Money Market

Public Improvement Fund (General Fund Appropriations) – Money Market

**COMERICA BANK**

Food Service Fund – Checking and Investments

Community Services Fund – Checking and Investments

Trust & Agency Fund – Checking

**MICHIGAN SCHOOL DISTRICT LIQUID ASSET FUND**

General Fund – Checking and Investments

Capital Projects Fund (2022 Building and Site, Series I)

**Statement of Purpose:**

Board Bylaw 0154 requires that the Board shall designate depositories for school funds; M.C.L. 380.1221

**Background Information:**

The District uses PNC Bank for its primary depository institution for all activities related to the General Fund, Debt Service, Student Activities and Capital Projects. Funds for Trust & Agency, Preschool, and Food Services are held with Comerica Bank in segregated accounts so as not to comingle those funds.

**Budget Impact:**

Not applicable

**WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION  
REGULAR MEETING  
JULY 31, 2023**

**Report #23-5**

**FOR ACTION\*\*\***

**Subject:**

Designation of Professional Service Consultants – Attorneys

**Recommendation:**

The superintendent recommends the Board of Education retain Thrun Law Firm, P.C. to address legal issues of the school district.

**Statement of Purpose:**

The above recommended law firm has previously served as counsel to the Board with satisfactory performance. Approval of the Board's legal counsel at this time provides the administration with direction when needing legal advice during the school year.

**Background Information:**

In the past, the firm of Thrun Law Firm, P.C. has been authorized as professional counsel. The firm has performed legal services including elections, bonding proposals, state aid note preparation, negotiations, personnel matters, and other concerns.

**Budget Impact:**

The retainer charged in January 2023 by Thrun Law Firm, P.C. was \$2,500. The cost of professional services fees paid to Thrun in 2022-2023 was \$31,365.48.

**WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION  
REGULAR MEETING  
JULY 31, 2023**

**Report #23-6**

**FOR ACTION\*\*\***

**Subject:**

Designation of Audit Firm for 2023-24

**Recommendation:**

The Superintendent recommends the Board of Education designate Plante & Moran, PLLC, Certified Public Accountants, to audit the school district's financial records for the year ended June 30, 2024

**Statement of Purpose:**

Board Policy 6830 requires that after the close of the fiscal year (June 30th), an audit of all accounts of the District be made annually by an independent, certified public accountant. The audit examination shall be conducted in accordance with generally accepted auditing standards and shall include all funds over which the Board has direct or supervisory control.

**Background Information:**

Plante & Moran performs audits for many school districts and works closely with the state of Michigan. The firm has audited the school district's financial records for over 20 years in a satisfactory manner.

**Budget Impact:**

The cost of the professional services fees paid to Plante Moran in 2022-23 was \$40,250.00

**WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION  
REGULAR MEETING  
JULY 31, 2023**

**Report #23-7**

**FOR ACTION\*\*\***

**Subject:**

Annual Designation of Authorized Signatories

**Recommendation:**

The Superintendent recommends the Board of Education designate the signatories for Waverly Community Schools' banking and investment transactions for the 2023-2024 fiscal year.

All checks drawn against an authorized, demand account in the following funds will be signed by the Board Treasurer and countersigned by the Director, Finance and Operations.

**General Fund  
Community Services Fund  
Lunch Fund  
Student Activities Fund  
Debt Fund  
Capital Projects Fund(s)  
Sinking Fund  
Public Improvement Fund  
Trust & Agency Fund**

The Director, Finance and Operations will be authorized to invest temporary, excess cash in the name of Waverly Community Schools and to liquidate such investments by deposit in authorized accounts.

The Superintendent recommends the Board of Education authorize the Director, Finance and Operations, or his/her designee, to sign purchase orders for the 2023-2024 fiscal year.

The Superintendent recommends the Board of Education authorize the Superintendent, or his/her designee, to sign contracts and agreements for the 2023-2024 fiscal year.

**Statement of Purpose:**

Board Bylaw 0154 requires that the Board shall designate those persons authorized to sign checks, contracts, agreements, and purchase orders

**Background Information:**

It is necessary for the Board of Education to officially designate its authorized signatories at the beginning of each school year.

**Budget Impact:**

Not applicable

**WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION  
REGULAR MEETING  
JULY 31, 2023**

**Report #23-8**

**FOR ACTION\*\*\***

**Subject:**

Designation of Electronic Transfer Officer (ETO)

**Recommendation:**

The Superintendent recommends the Board of Education designate the Treasurer and the Director, Finance and Operations as the Electronic Transfer Officers (ETO) for the 2023-2024 school year

**Statement of Purpose:**

Board Bylaw 0154 requires that the Board shall designate the Electronic Transfer Officer (ETO) in accordance with Policy 6144 – Investments, which states, The Board may adopt a resolution at its annual organizational meeting, authorizing electronic transactions and the treasurer or the Electronic Transfer Officer (ETO) as authorized agent(s) to complete such transactions on behalf of the Board

**Background Information:**

The District executes electronic transfers for the interfund movement of cash for the purposes of making debt retirement payments, tax receipts for debt retirement, food service receipts and trust and agency payments.

**Budget Impact:**

Not applicable

WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION SPECIAL MEETING  
July 31, 2023

Report #23-9

**FOR ACTION**

**Subject:        Designation of Charitable Giving Fiscal Agent**

**Recommendation:**

The Superintendent recommends the Waverly Community Schools Board of Education selects the Waverly Education Foundation as its charitable giving campaign fiscal agent for the 2023-2024 school year.

**Statement of Purpose/Issue:**

This action by the Board of Education establishes the Waverly Education Foundation as the only agency having access to the district's payroll deduction process for the purpose of conducting their charitable giving campaign for the 2023-24 school year.

**Background Information/Historical Perspective:**

In past years, the Capital Area United Way was named the fiscal agent as an umbrella under which all charities seeking to use the district's payroll deduction process for charitable campaign giving must conform. The Waverly Education Foundation approached administration in 1995 with a plan to enhance its membership through offering a payroll deduction plan for district employees. This will ultimately benefit the district as Foundation monies will eventually filter back to the schools through enhancement of programs.

**Rationale for Recommendation:**

It is timely that the Board of Education selects its annual charitable workplace giving campaign fiscal agent in preparation for the Capital Area United Way and the Waverly Education Foundation campaigns. Traditionally the United Way campaign is conducted during the months of September and October. The Waverly Education Foundation offers membership to employees through payroll deduction on an ongoing basis.

**WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION  
REGULAR BOARD MEETING  
JULY 31, 2023**

**Report #23-10**

**FOR ACTION\*\*\***

**Subject:**

Lodging, Meals and Travel Reimbursement

**Recommendation:**

The Superintendent recommends the Board of Education establish the following reimbursements rates for Lodging, Meals and Travel for the 2023-24school year:

Breakfast: \$7.00, including reasonable gratuity

Lunch: \$10.00, including reasonable gratuity

Dinner: \$15.00, including reasonable gratuity

\*Daily meal reimbursement shall not exceed Thirty-Two and 00/100 Dollars (\$32.00)

Lodging: Except as otherwise provided in a collective bargaining agreement, lodging reimbursement shall be based on the least expensive single occupancy room rate, not to exceed Three Hundred and 00/100 Dollars (\$300.00) per night without prior written approval of the Superintendent or his/her designee.

Travel: Except as otherwise provided in a collective bargaining agreement, mileage reimbursement shall be based on the shortest applicable route from the employee's primary work location, or home, to the destination. The Board shall reimburse mileage in accordance with the IRS established rate(s).

**Statement of Purpose:**

The purpose of the recommendation is to establish reimbursement rates as per Board policy 6550 – Travel Payment & Reimbursement.

**Budget Impact:**

Rates remain unchanged from 2022-2023

**Historical Perspective:**

Board policy 6550, revised June 20, 2016 requires the Board to annually approve payment and reimbursement rates for per diem meals, lodging, and mileage.

**Rationale for Recommendation:**

The purpose of the recommendation is to establish reimbursement rates as per Board policy 6550 – Travel Payment & Reimbursement.

**Strategic Plan Reference:**

As the heart of the community, our mission is to educate and prepare each student to achieve her or his academic best, develop character, become a lifelong learner and contribute as a citizen of our global society.

**WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION  
REGULAR BOARD MEETING  
July 31, 2023**

**SUBJECT:** POLICY – First Reading

**RECOMMENDATION:**

The Superintendent recommends the Board of Education approve the policy updates listed below at second reading.

**Volume 37, No. 2**

Revised Policy – 1615	Use of Tobacco by Administrators
Revised Policy - 2623	Student Assessment
Revised Policy – 3215	Use of Tobacco by Professional Staff
Revised Policy – 4215	Use of Tobacco by Support Staff
Revised Policy – 5136	Personal Communication Devices
Revised Policy – 5512	Use of Tobacco by Students
Revised Policy – 6325	Federal Grants/Funds
Revised Policy - 7434	Use of Tobacco on School Premises
Revised Policy – 7540.02	Web Accessibility, Content, Apps, and Services
Revised Policy – 7540.03	Student Technology Acceptable Use and Safety
Revised Policy - 7540.04	Staff Technology Acceptable Use and Safety
New Policy - 7544	Use of Social Media
Revised Policy - 8300	Continuity of Organizational Operations Plan

Revised Policy - 8305	Information Security
Revised Policy - 8315	Information Management
Revised Policy - 8390	Animals on District Property
Revised Policy - 8400	School Safety Information
Revised Policy - 9160	Public Attendance at School Events
Revised Policy – 9700.01	Advertising and Commercial Activities

**WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION  
REGULAR MEETING  
JULY 31, 2023**

**Report #23-11**

**FOR ACTION**

**Subject:**

Ratification of Master Agreement – Teamsters State, County And Municipal Workers Local 214

**Recommendation:**

The Superintendent recommends the Board approve the tentative agreement as negotiated between the Teamsters and the Board of Education as presented.

**Statement of Purpose:**

The Board of Education and the Teamsters must both ratify the agreement in order for it to take effect as of the dates prescribed in the agreement.

**Background Information:**

The International Union of Operating Engineers (IUOE) disclaimed interest in representing the Waverly Community Schools Bus Drivers effective June 1, 2023, prior to the expiration of their bargaining agreement which was set to expire on June 30, 2025. Waverly Community Schools has chosen to voluntarily recognize Teamsters Local 214 as the sole and exclusive representative for the Bus Drivers. As such, the Union and the District have reached a tentative agreement, which maintains all language of their previous bargaining agreement, except for those changes necessary to remove references to IUOE and replace them with Teamsters Local 214. All other language will remain the same and was previously approved by the Board on June 13, 2022.

**Budget Impact:**

There is no budgetary impact for the change in representation. All other material impacts were recognized when the Board took action to approve the contract on June 13, 2022.

**Discussion of Options:**

The Board may entertain a motion to ratify the contract as presented or reject the contract as presented and negotiate with the bargaining unit.

**Rationale for Recommendation:**

The bargaining unit has voted to ratify the agreement and administration supports the recommendation for the Board to ratify the agreement.

**AGREEMENT**

**between the**

**WAVERLY COMMUNITY SCHOOLS**

**and the**

**TEAMSTERS STATE, COUNTY  
AD MUNICIPAL WORKERS  
LOCAL 214**



**JULY 1, 2022 - JUNE 30, 2025**

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## **ARTICLE I**

### **PURPOSE**

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to ensure true collective bargaining, and to establish standards of wages, hours, working conditions and other conditions of employment.

## **ARTICLE II**

### **UNION RECOGNITION, UNION MEMBERSHIP**

#### **Section 1. UNION RECOGNITION**

A. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours, and working conditions.

B. The term "employee" as used herein shall include all Bus Drivers, excluding substitute Drivers, casual and temporary employees, and supervisory, confidential and professional employees. Casual employees shall be defined as those regularly scheduled to work less than three (3) hours per day.

C. Whereas the parties have reached agreement as provided in Public Act #379 of 1964, it is hereby agreed as follows:

#### **Section 2. UNION MEMBERSHIP**

All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, may upon completion of their probationary period become members of the Union.

If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

### **ARTICLE III**

#### **DISCRIMINATION**

The Employer and the Union both recognize their responsibilities in the area of Civil Rights. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied to all employees without regard to race, creed, religion, color, national origin, sex, marital status, height, weight, arrest record, disability or age.

### **ARTICLE IV**

#### **VISITATION**

Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for the assisting in the adjusting of grievances, provided said visitation shall not disrupt orderly operations.

### **ARTICLE V**

#### **STEWARDS**

A. The employees will be represented by a Chief and an Alternate Steward who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be made known to the Employer in writing.

B. Arrangements may be made to allow the Chief or Alternate Steward time off the job with pay for the purpose of investigating grievances, and attending grievance and negotiation meetings, upon approval of the immediate supervisor.

C. During their terms of office, the Chief and Alternate Stewards shall be deemed to head the seniority lists for the purposes of lay-off and recall only, provided they are qualified to do the required work. Upon the expiration of their office they shall return to their previous seniority positions.

### **ARTICLE VI**

#### **MANAGEMENT RIGHTS**

##### **Section 1.**

The District retains all rights to manage and direct the Waverly Schools to the full extent authorized by law. These rights include, but are not limited to:

A. The management and control of the Waverly Schools, properties, facilities and activities of employees during working hours.

B. 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.

C. The right to determine all matters involving work standards; the means, methods and process used to maintain these standards; the right to introduce new and/or improved equipment, and the right to introduce new and/or improved methods and facilities.

D. The right to establish reasonable rules and regulations.

## **Section 2.**

The exercise of these powers, duties and responsibilities by the District, and 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 Schools.

## **ARTICLE VII**

### **SAFETY**

The Employer will conform to the provisions of the Occupational Safety and Health Act, State and local regulations where applicable and required by law.

## **ARTICLE VIII**

### **UNION RIGHTS**

## **Section 1.**

All bus loads shall not exceed ten percent (10%) over rated capacity; however, the District will reduce loads to fifty-five (55) students on secondary bus runs to the extent possible considering scheduling and financial constraints.

Drivers shall be provided with a preliminary list of students assigned to their buses within two (2) weeks from the start of school. If the assignment of a student(s) is changed, the Driver shall be promptly notified of any change affecting his/her bus.

## **Section 2.**

Bus Drivers will be given the authority under the Student Code of Conduct to recommend a student be removed from riding the bus, whose conduct merits loss of bus riding privileges. The parent/student will be informed by the Driver. The supervisor shall assist the driver upon request. A written report will be given to the supervisor by the end of the next working day . The length of suspension will be determined by the supervisor, after consultation with the Driver, depending upon the seriousness of misconduct and prior reports.

## **Section 3.**

Employee lounge areas, restroom and lavatory facilities will be provided for the Drivers during normal working hours.

## **Section 4.**

Parking facilities shall be made available to bargaining unit employees. Drivers returning after the close of school may make arrangements with the transportation supervisor in order to provide access to restroom and telephone facilities.

## **Section 5.**

Religious and political activities or lack of them shall not be grounds for discipline or discrimination with respect to the employment of any employee.

## **Section 6.**

The District shall, with the written authorization of the employee, make deductions for Capital Area Credit Union and/or other legally authorized deductions.

## **Section 7.**

Tax-sheltered annuities are presently being deducted by the Waverly Schools and shall continue to be deducted at the request of the employee. The annuities shall be from a Board approved list which shall contain, as a minimum, the tax-sheltered annuities now available, and the PET annuity, unless the list is reduced for reasons beyond the District's control.

## **Section 8. CLOTHING ALLOWANCE**

The District agrees to reimburse the employee a maximum of one hundred fifty dollars (\$150.00) each school year for the purchase of job related attire. The District shall also provide two (2) items of clothing with the District logo, selected by the employee from a District provided catalog. Clothing orders shall be submitted to the Supervisor not later than October 1 each year.

## **Section 9 TIME CHECKS**

Time checks to reassess paid time allocated for a specific run may be requested if there has been a change of fifteen (15) minutes or more in the time of the run. Such a request must be put in writing by the Driver, signing the request to verify receipt on that date, within ten (10) days of driving the route. A time check shall be carried out within thirty (30) working days from the submission date. The time check will be carried out during the regular morning and afternoon runs. In any case, the time check run shall be driven by the regular Driver. If there is found to be a significant route time change, payment to the Driver shall be retroactive to date the run was first driven or significantly modified. All runs and assignments are subject to time checks, however, more than one (1) Driver time check request per year is not authorized unless the route is changed or modified. Time checks will not be done in cases of temporary road construction; however, drivers will be paid the actual time for delays caused by said construction.

## **Section 10. PROMOTION/TRANSFER**

The District shall agree to post on employee bulletin boards, maintained for such purpose, all permanent job openings in positions covered by this Agreement for a period of seven (7) working days prior to a permanent filling of these vacancies. Employees promoted shall be granted a four (4) week trial period to determine his/her ability to perform the jobs, and his/her desire to remain on the job. During the four (4) week trial period, the employee shall have the opportunity to revert to his/her former position if vacant, otherwise, a position in his/her former classification assigned by the designated supervisor. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted in writing by the supervisor to the Personnel Director or other Superintendent's designee with a copy to the employee. The employee may then be reassigned to his/her former classification and to his/her former seniority status. During the trial period, employees will receive the rate of the job he/she is performing. (All seniority accumulation to be suspended during any trial employment period within a different bargaining group at Waverly Schools.)

## **ARTICLE IX**

### **SENIORITY**

#### **Section 1.**

Seniority shall be defined as length of continuous service in the employ of the School District as a school Bus Driver, commencing with the date of last hire. Seniority shall be based on regular/permanent assignment, after probation. Seniority shall be accumulated by continuous driving of regular routes, morning and afternoon routes, and optional routes, excluding field trips. During the employee's probationary period, employees will have no seniority status. At the end of the probationary period, each employee will be entered on the seniority list as of the date of last hire.

#### **Section 2.**

Employees who leave the bargaining unit to take a non-bargaining unit position with the Waverly Schools, may return to the bargaining unit with the same seniority they held prior to leaving the bargaining unit, providing they return within one (1) year.

### **Section 3.**

Full-time regular Drivers who voluntarily change status from regular Driver to substitute Driver for reasons other than lay-off shall have their seniority frozen, and shall not accumulate seniority while remaining in a substitute status.

### **Section 4.**

Seniority shall be lost and the employment relationship terminated under the following conditions:

- A. Voluntary resignation, retirement or discharge.
- B. Continuous lay-off in excess of two (2) calendar years.
- C. Failure to return to work within thirty (30) calendar days of receiving a recall notice following lay-off.
- D. Failure to return to work from a leave of absence unless excused by the Employer.
- E. Three (3) consecutive unauthorized absences without contacting the Employer. Employer may take into account extenuating circumstances.
- F. Employee abandons position without notice.

## **ARTICLE X**

### **DISCIPLINE**

No non-probationary employee shall be disciplined or discharged without just and reasonable cause. Before a meeting is called from which disciplinary action may result, the employee shall be notified and shall be entitled to have a representative of the Union present. The district shall not use an employee's prior record which is more than three (3) years old in imposing discipline or discharge.

**ARTICLE XI**  
**GRIEVANCE PROCEDURE**

**Section 1.**

A grievance is defined as, and limited to, an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement. Any member or members of the unit or the Union may file a grievance.

**Section 2.**

The term "days" shall be defined as workdays; exclusive of holidays, weekends, and non-driving days provided for the unit by the Agreement during the school year; and exclusive of holidays and weekends during the summer. The number of days at each level are maximums. The time limits may be extended by mutual written agreement.

**Section 3.**

The grievance shall be submitted in writing and shall include the following:

- A. A statement of the facts alleging the violation.
- B. The specific Article or Section of this Agreement which is alleged to have been violated.
- C. The specific relief which will resolve the grievance.
- D. The name(s) of the aggrieved party.
- E. Appropriate transmittal signatures and dates.

**Section 4.**

Neither party shall be restricted as to representatives included in the Grievance Procedure.

**Section 5.     INFORMAL PROCEDURE**

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

**Section 6.     FORMAL PROCEDURE**

**LEVEL ONE           Supervisor's Level:**

Within five (5) 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 Union, the aggrieved party, and to the Personnel Director or other Superintendent's designee.

**LEVEL TWO**      **Superintendent's Level:**

If the decision of the supervisor is unsatisfactory to the grievant, the Union, within five (5) days of receipt of the supervisor's decision, shall transmit to the Personnel Director or other Superintendent's designee, the Level One decision, and statement of intent to file at Level Two. Within ten (10) days of a Level Two grievance, the Personnel Director shall schedule a Level Two hearing.

Within seven (7) days of the hearing on the grievance, the District shall render a decision in writing, transmitting a copy to the Union and to the aggrieved party.

**LEVEL THREE**      **Mediation**

If the Grievance is not resolved through Level Two, then the parties shall within ten (10) days of the Unions receipt of a Superintendent's Level Two decision, request the assistance of a Michigan Employment Relations Commission (MERC) mediator. Such mediation will commence as soon as possible. In the event a MERC mediator is not available in a reasonable time a Federal Mediation and Conciliation Service (FMCS) mediator may be used. The District and the Union may mutually agree to waive mediation. If the mediation results in a satisfactory settlement, then the parties shall reduce it to writing. If no settlement is reached, the grievance shall proceed to Level Four.

**LEVEL FOUR**      **Arbitration:**

- A. In the event the aggrieved person is not satisfied with the disposition of the grievance at Level Two, the grievance may be submitted to binding arbitration within fifteen (15) days after receipt of the answer at the next preceding level.

The arbitrator shall be mutually agreed to by the parties, or if they cannot agree, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to assert in such arbitration proceeding any ground not previously disclosed to the other.

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

1. It is expressly agreed that the power of the arbitrator shall be limited in each case to the resolution of the question submitted to him/her. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. Arbitration shall be limited to a claim of misinterpretation, misapplication, or violation of the negotiated Agreement. When the arbitrability of the issue is challenged, the arbitrator shall first hear and rule on the question of arbitrability before hearing the merits of the issue. The decision of the arbitrator shall be final and binding on both parties. When either party believes that the arbitrator has exceeded his/her powers, it is fully understood that either party retains full legal rights of appeal to a court of competent jurisdiction.
2. The fees and expenses of the arbitrator shall be shared equally by the District and the Union. All other expenses to be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
3. No decision in any one case shall require retroactive adjustment in any other case.
4. He/she shall have no power to establish salary scales.
5. He/she shall have no power to rule on any of the following:
  - a. The termination of services of or failure to reemploy any probationary Driver.
  - b. Reduction in personnel, except specific negotiated procedures; arbitration of procedures shall be limited to a procedural remedy.

### **Miscellaneous**

- A. A grievance may be withdrawn at any level without prejudice or record.
- B. No reprisals of any kind shall be taken by or against any party of interest or any participant in Grievance Procedure by reason of such participation.
- C. Access shall be made available to records and all pertinent information (other than confidential personnel files) used in the determination and processing of the grievance.
- D. No grievance shall be filed for or by any Driver after the effective date of his/her voluntary resignation.
- E. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such times required may go

beyond the expiration date of this document.

- F. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing, and the award shall not be based on other extra-contract matters not specifically incorporated in this Agreement. The arbitrator shall not interpret State and/or Federal law.

### **Section 7.**

Grievances shall be processed from one level to the next within the time limits prescribed in each of the levels. Any grievance not answered by the District within the prescribed time limits, or any extension which may be agreed to, shall automatically be moved to the next level. Any grievance not carried to the next level by the Union within the prescribed time limits, or any extension which may be agreed to, shall be automatically closed upon the basis of the Employer's last disposition.

### **Section 8.**

Employees shall be allowed representation at Level Three of the Grievance Procedure, either by the Union or outside counsel. At Levels One and Two, employees may be represented by the Union Steward or Business Representative.

## **ARTICLE XII**

### **LAY-OFF AND RECALL**

#### **Section 1.**

If bus routes are changed or reduced and Drivers are not needed, Drivers shall be laid off according to seniority, with the least senior employee being laid off first.

#### **Section 2.**

Recall of Drivers following lay-off shall be according to seniority with the employee with the most seniority being the first to be recalled.

#### **Section 3.**

Any Drivers laid off will have their seniority frozen and shall receive no benefits. Laid-off Drivers may be considered for substitute driving. Laid-off Drivers who are offered substitute driving will have the offer made on the basis of seniority on a rotating basis per temporary vacancy.

## **ARTICLE XIII**

### **PROBATION**

#### **Section 1.**

All new Drivers assigned to a regular run / permanent position shall be considered probationary until they have accumulated thirty (30) driving days, exclusive of approved leaves of absence not to exceed five (5) driving days. Backup Drivers shall not have to serve a separate probationary period when assigned to a regular run if they have successfully completed their probationary period as a Backup Driver. If a Driver has been a substitute in the District for one (1) calendar year or more, they shall be considered probationary until they have accumulated thirty (30) driving days, exclusive of approved leaves of absence not to exceed five (5) driving days.

#### **Section 2.**

During the probationary period, employees shall have no seniority status.

#### **Section 3.**

Probationary Drivers shall be covered by wages and sick leave prorated benefits from the date of hire, but shall be excluded from all other provisions of this Agreement until placed on permanent status at the completion of the probationary period. Upon the successful completion of the probationary period, Drivers shall have all rights and benefits of this Agreement. Seniority and all matters pertaining to sick leave and vacations, except wages and fringe benefits not otherwise provided, shall be retroactive as of regular/permanent assignment.

#### **Section 4.**

The District reserves the right, when warranted, to extend the probationary period, not to exceed an additional thirty (30) working days. When the Driver's probationary period is extended for any reason, the District shall provide the Driver and the Union with a copy of the reasons for the extension.

## **ARTICLE XIV**

### **LEAVES**

#### **Section 1.**

Leaves of absence without pay may be granted for a maximum of thirty (30) driving days in any one (1) year. Leaves of absence shall be governed by the following:

- A. The Driver must fill out and submit to the Employer a leave of absence request on a form supplied by the District at least one (1) week prior to the date of the requested

leave, except in case of emergency.

- B. A substitute Driver must be available to cover the Driver's route.
- C. The Drivers shall continue to accumulate seniority while on approved leaves.
- D. Leaves of absence may be extended or renewed upon mutual consent.
- E. Leaves will not be granted to enable an employee to seek other employment or to perform a trial period for other employment.

**Section 2. EXTENDED ILLNESS LEAVE**

- A. Leaves for illness or injury extending beyond the period compensated under sick leave shall be provided without pay or benefits up to a period not to exceed one (1) calendar year. Failure to return within a period of one (1) calendar year, without notification to the District, shall constitute voluntary resignation. An extension of one (1) additional calendar year of extended illness leave may be granted upon approval from the supervisor and the Director of Human Resources.
- B. Proof of fitness to return to work 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.
- C. Upon notice to the District of the employee's ability to return to work, the employee will be returned to his/her regular driver classification, which is subject to Article XVI Section 1 F and Article XIX Section 15 E.
- D. Employee seniority shall continue to accumulate during an extended illness leave.
- E. Leaves under this Section will conform and run concurrently with any allowable leave under the Family and Medical Leave Act.
- F. If a Driver ends the school year on an extended leave, the Driver shall notify the District of his/her status and/or intent to return by August 1<sup>st</sup>.

**Section 3. MATERNITY LEAVE**

Pregnancy shall be considered the same as any other temporary disability. Maternity leaves granted under this Section will conform and run concurrently with any allowable leave under the Family and Medical Leave Act.

**Section 4. PAID SICK LEAVE**

- A. The District maintains a paid sick leave program for all unit employees. Sick leave for covered employees is earned and credited at the rate of one (1) day per full

calendar month of active employment with a sixty (60) day accumulation. The accumulated sick leave plus the new year's total shall be credited at the beginning of each school year and shall be prorated upon leaving employment, based on the number of full calendar months of active employment worked in a year.

- B. An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday. He/she cannot be paid for both on the same day, nor will he/she be charged for a day of sick leave.
- C. Employees who have exhausted their paid sick leave credit and are still unable to return to work may draw from vacation credits previously accumulated.
- D. In the event of death of a regular Waverly Schools Bus Driver while in the employment of the District, any unused sick leave benefits shall be paid to the designated beneficiary.
- E. Unused sick days may, upon request of the employee, be reimbursed at the end of the school year rather than accumulate. Should an employee elect to bank sick days, the accumulation shall be limited to sixty (60) days. Upon retirement or resignation of employment, fifty percent (50%) of the accumulated sick leave shall be paid at the prevailing rate. No payment will be made where the termination was for just cause which is upheld. Resignation or retirement due to failure to pass drug testing will not receive accumulated sick leave payout. Any employee hired prior to September 1 of any given school year and using not more than three (3) sick days during any school year shall receive a five hundred dollar (\$500.00) bonus at the end of the school year. An employee shall be able to use up to three (3) days of accumulated sick leave for the purpose of funeral leave which will not be included in the calculation of the sick leave bonus.
- F. The District maintains a paid personal leave program for all unit employees. Such paid leaves are charged against and limited to the employee's accumulated sick leave and shall be granted for the following reasons:
  - 1. Ten (10) days per year for illness in the immediate family.
    - a. The definition of immediate family for the purpose of illness will include: spouse, child, step-child, parent, step-parent, or dependent living in the household.
  - 2. Five (5) days per death in the immediate family.
    - a. The term "immediate family" for death is interpreted to mean: spouse, child, parent, sister, brother, parent of spouse, sister-in-law, brother-in-law, son-in-law, grandparent, grandparent of spouse, grandchild, stepfather, stepmother, half brother, half sister, daughter-in-law, or a dependent in the immediate household.

G. Employees who have exhausted their paid sick leave and personal leave days may take unpaid funeral leave up to three (3) days.

#### **Section 5. PERSONAL LEAVE DAYS**

Two (2) days per year paid personal leave, prorated upon leaving employment, not chargeable against the employee's contract salary or sick leave allowance, shall be granted for personal business. Before employees can use unpaid leave, employees shall be required to use their personal leave days. Approval is to be obtained through the employee's supervisor and arrangements made a week in advance or sufficient time to obtain a substitute in case of emergency. Unused personal business leave shall accumulate and be accrued as sick leave each year on July 1<sup>st</sup>, or at the end of the year can be accumulated if not used during one school year and added to next year's allowance to equal a sum of not more than four (4).. A personal business day is not to be taken the last workday preceding a holiday nor the first workday immediately following a holiday.

#### **Section 6. WORKER'S COMPENSATION**

Employees are covered by Worker's Compensation. In the event an employee is unable to work because of a disability determined to be compensable under the Michigan Worker's Compensation law, the District agrees to provide the employee the option of being paid the difference between his/her salary, determined as of the date of disability, and the Worker's Compensation payment. The total amount of such payments shall not exceed the monetary value of the employee's accumulated sick leave, determined as of the date of disability. Accumulated sick leave shall be reduced in accordance with any such District payments. An employee who does not elect to be paid the difference between his/her salary and Worker's Compensation will retain accrued sick leave upon return to work. Additional sick leave will not accrue during a disability period.

#### **Section 7.**

An employee who (1) serves on jury duty, or (2) who serves as a witness on behalf of the District will be paid for time missed from regularly scheduled work, provided proof of service is submitted to the personnel office and pay is reimbursed to the District. Witness service on behalf of the District will not be charged to leave or vacation time. Employees are expected to return to work after their service.

### **ARTICLE XV**

### **RETIREMENT**

#### **Section 1.**

Retirement age shall be in compliance with the State and Federal laws.

**Section 2.**

In appreciation for years of service in the Waverly Schools, a retirement payment of one hundred dollars (\$100.00) per year of service in the School District will be paid by the School Board to an employee upon his/her retirement, provided the employee had accumulated ten (10) years seniority in the School District in a position covered by this Agreement and qualifies to retire through the Michigan Public School Retirement System.

**Section 3.**

In case of death of an employee while he/she is still actively employed by Waverly Schools, his/her retirement and vacation pay shall be paid to his/her designated beneficiary.

**ARTICLE XVI**

**WORK ASSIGNMENTS**

**Section 1. DEFINITIONS**

- A. Field trips are educational, recreational, athletic and senior citizen trips. Preference in the assignment of field trips shall be given to regular Drivers in the bargaining unit.
- B. Optional routes are assignments other than regular routes that are part of the bid procedure. Optional routes shall not be subject to the minimum route pay as identified in Article XIX Section 4.
- C. Regular routes are those routes that bring students to and from school at the beginning and the end of the school day.
- D. A shuttle run shall be defined as transporting students from one school building (including private schools) to another school building within the District when not otherwise designated as an optional route assignment. Shuttle runs are offered by seniority.
- E. **Regular Driver**

The term “Regular Driver”, for the purpose of this Article, shall mean all non-probationary Bus Drivers.

**F. Route Bid**

The term “Route Bid” shall mean a request, in person, for work assignments, except for extenuating circumstances agreed to in writing by the District and Union.

**Section 2.**

- A. Drivers shall hold their regularly assigned routes, regular routes and optional routes for the year July 1<sup>st</sup> through June 30<sup>th</sup>, exclusive of in-area shuttle runs, except for the following reasons:
- a. The supervisor detects incompetency, or
  - b. When a regular run is eliminated or added
  - c. When a regular run is increased or decreased by fifteen (15) minutes or more, the run shall be posted for bidding up to twice annually based on the schedule below:
    - i. By the end of the sixth week of the school year
    - ii. By the first Friday in February
- B. Once an optional route assignment has been posted and bid upon, any additions of two (2) or more schools or stops shall be considered as a new run and posted accordingly, provided additional time beyond that paid has been added to the route.

**Section 3. BID PROCEDURE**

- A. Yearly bus runs will be posted as soon as they are known in August, or if possible, at least five (5) working days before the annual bid meeting. A meeting will be scheduled by the supervisor of Drivers as soon thereafter as possible to bid on runs according to Drivers' seniority. Any change in the amount of time of more than fifteen (15) minutes will be made prior to posting, as long as the dispatcher has been made aware of the change.
1. Drivers shall choose their regular route at the beginning of each school year on the basis of Driver seniority, unless seniority is bypassed for just cause. In such an event, the Driver will be notified of being bypassed and for what cause. If requested by the Driver, the notification and the accompanying statement of cause will be provided in writing.
  2. Optional routes shall be selected by seniority at the beginning of each school year after the regular routes have been chosen. Optional routes shall be composed of one (1) single list for bidding purposes.
- B. **Vacancies**
1. When a vacancy occurs or a new route is established during the school year, it will be posted not less than five (5) working days prior to the assignment

of a regular Driver. During this posting period, Drivers may bid the vacancy or new route. Bids will be resolved on the basis of seniority, and the vacancy or new route filled with a regular Driver immediately following the end of the posting period at a bid meeting. All vacancies which result from the bid procedure referred to above will be resolved at this bid meeting. All Drivers interested in changing routes may bid on the resultant vacancy(s) at this meeting on the basis of seniority, and any and all resultant vacancies will be filled at this meeting. A regular Driver may be bypassed only if assignment of that person would result in a work week in excess of forty (40) hours per week. There will be no separate bid posting for resultant vacancies. Shifting of Drivers shall occur on the first (1st) day after attendance at bid meetings that occur during the year.

2. Vacancies or newly created optional route assignments arising after the bid meeting will be subject to the bid procedure. However, a regular Driver who had previously successfully bid for an optional route will be ineligible to bid on the new optional route unless he/she abandons the prior optional route assignment bid, or no other regular Driver bids on the new optional route assignment. This bidding shall not result in any Driver scheduled in excess of forty (40) hours per week. Drivers who were not regular Drivers at the time of the original bid shall only be allowed to bid on optional routes if no regular Driver bids.

When an assigned optional route is split into two (2) or more optional routes, the Driver with the original assignment shall have the choice as to which portion of the split route to retain.

#### **Section 4. FIELD TRIPS**

- A. A field trip of up to and including twenty (20) students shall require one (1) parent or teacher chaperone riding on the bus. Student field trip groups in excess of twenty (20) students on one (1) bus shall require two (2) parents and/or teacher chaperones riding the bus. It shall be the responsibility of the District to inform the activity sponsor of this requirement prior to or at the time of request for a field trip bus. District Policy 5131, Article IV, Section C, regarding bus conduct currently in effect, shall apply to field trips.
  1. Preference in the assignment of field trips shall be given to the regular Driver.
  2. Field trip Drivers will normally drive their regular route.
  3. Drivers will receive regular pay for all field trips. On split trips, the Driver will receive a minimum three (3) hours pay (one and one-half [1 - 1/2] hours per Driver/split minimum). During deadheading time of more than one (1) hour, the employee not driving will receive minimum wage per hour. A split

trip on the same day will be assigned to the same Driver if he/she is available.

4. Field trips shall be divided as equally as possible among the regular Bus Drivers. An up-to-date list showing field trip hours shall be posted once each week. For the purpose of this Section, time not worked because the employee was unable or did not choose to take the field trip will be charged the actual number of hours of the trip. For the purpose of equalization of hours, each Driver will start with zero (0) hours accumulated as of the first (1<sup>st</sup>) day of the then current school year. Drivers who know they are unavailable for certain days or times will notify the dispatcher in writing.
5. If no Driver within the Bus Drivers' unit is available for a field trip, the District shall have the right to assign a qualified Driver from outside the unit.
6. Every effort will be made to post field trips as soon as it is clerically possible by 2:00 p.m. on Friday, and signed by the Drivers by 5:00 p.m. on the following Monday.
7. A Driver on an extra trip, during the prescribed eating times, may take his/her bus to an eating establishment of his/her choice within the area unless the person in charge requests a bus to be left at the site for student use. The Driver must clear it with the person in charge before leaving.
8. During field trip down time, the Driver shall take reasonable steps to provide for the security of his/her bus.
9.
  - a. When field trips of up to three (3) hours duration are scheduled during regular morning or afternoon runs, the garage mechanic, substitute Driver, Transportation Supervisor or transportation secretary may be used for these trips, unless a regular Driver is available.
  - b. When field trips are posted, the exact location of the destination shall be posted. Drivers shall be given a copy of the complete itinerary of the trip prior to the start of the trip.
  - c. If students from other schools are to be transported with Waverly students on a field trip, such information shall be posted with the field trip when known.
10. Buses shall be swept out by the Driver upon its return from field trips, and the Driver paid a minimum of fifteen (15) minutes for such clean-up time, providing the trip does not leave directly from a regular assigned run, and

regular run clean-up has not been performed. Any defects noted at that time shall be reported in writing as soon as possible to the mechanic.

11. When a school van accompanies a bus on a trip, a qualified Driver will be given first consideration to drive and will be covered by field trip rules. However, the District reserves the right to assign another Driver when it is in the best interest of the District.
12. On special occasions it may be necessary for the District to approve of an outside carrier for a field trip. It is not intended to deny Drivers field trips or reduce the overall number of field trips, but to permit the District the necessary flexibility to meet unusual conditions when they occur.

**B. Field Trip Cancellations**

Bus Drivers will be notified of cancellations of field trips as follows:

1. After-school field trips, Drivers shall be notified at least two (2) hours before departure time, or be paid one (1) hour's pay.
2. Field trips during the school hours of any school day, Drivers shall be notified of cancellation at least one (1) hour before departure time or be paid one (1) hour's pay or the equivalent of your route pay if a route was given up by the Driver for the field trip.
3. On Saturday and Sunday field trips, the Driver shall be notified of cancellations twenty-four (24) hours in advance, except in case of extreme emergency. If the Driver does not receive the twenty-four (24) hour notification, he/she shall be paid the amount of the actual driving time of the scheduled trip, or two (2) hours pay, whichever is less.
4. In any event, if the Driver is not notified of a cancellation and when arriving at the point of departure learns of the cancellation, he/she shall be paid for the full amount of the trip, or six (6) hours' pay, whichever is less.
5. In the event a posted trip is canceled within forty-eight (48) hours preceding the trip, and the number of students to be transported is nine (9) or more, and other modes of transportation are used, the Driver shall be paid the amount of the actual driving time for the scheduled trip, or two (2) hours' pay, whichever is less.
6. In the event of a breakdown during a trip, the Driver will be paid for all hours actually on duty.

## **ARTICLE XVII**

### **MISCELLANEOUS**

#### **Section 1. PROVISION OF LAW**

If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to 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 applications shall continue in full force and effect.

#### **Section 2.**

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

#### **Section 3. PHYSICAL OR PSYCHIATRIC EXAMINATIONS**

- A. A physical or psychiatric examination required by the District and/or the State, and performed by a District named physician, shall have the cost paid by the District.
- B. Any fee incurred due to providing proof of being free from Tuberculosis shall be paid by the District.

#### **Section 4. COMMERCIAL DRIVER'S LICENSE**

All fees for obtaining a license to drive for the District shall be borne by the District.

#### **Section 5. DRIVER RESPONSIBILITIES**

Driver responsibilities shall include but not necessarily be limited to:

- A. Preparing an accident report immediately after each accident involving the bus or school bus passengers.
- B. Ensuring the safety of all passengers by strict adherence to all traffic and safety laws and regulations.
- C. Ensuring that his/her bus is mechanically safe prior to any run. A Driver has the right to refuse to drive any vehicle which does not comply with the published State Vehicle Safety Standards. Should the supervisor review the refusal and determine the bus does meet State safety standards, the opinion shall be issued to the Driver in writing. If the Driver still feels his/her bus is unsafe, the District may direct the Driver to drive, and the matter shall then be subject to the Grievance Procedure.
- D. Drivers shall be responsible for keeping his/her bus clean and neat at all times.

- E. Drivers shall be responsible for fueling and checking oil.
- F. Drivers shall be responsible for enforcing District policies and regulations as they pertain to student conduct.
- G. Drivers shall operate their buses in accordance with regulations for driving and care of the vehicle.
- H. Drivers must have a physical examination as required by law. The exam will include a drug test. Such exams will be provided by a District appointed physician at District expense.

The actual screening procedure will be administered by medical personnel. The specimen will be analyzed by a reputable, independent medical laboratory using scientifically accepted tests. Precautions will be taken at every stage of the process to ensure strict chain of custody and provide confidentiality.

The laboratory will test for those drugs that have been determined to be the most commonly used and that are covered under the Controlled Substance Act, Schedules I, II, III and IV. Based on the reliability of the various tests available, all samples will be initially screened for morphine, methadone, codeine, other opiates, barbiturates, amphetamines, cocaine, cocaine metabolite, phencyclidine, and marijuana using the EMIT method. If this initial screening through the EMIT method yields a positive result, the laboratory will automatically cause to be performed a confirmation test on the specimen using Gas Chromatography/Mass Spectrometry (GC/MS). Only tests that have been confirmed by the above process will be reported by the laboratory as positive. A positive initial screening that is followed by a negative result from the GC/MS confirmation test will be reported as a negative test by the contract laboratory.

The laboratory will notify the Waverly Community Schools by mail or phone of any negative results, and employees will be informed of the results as soon as possible. Written confirmation of confirmed positive results will be mailed to the School, consistent with the Privacy Act and contractual guidelines.

All test results will be reported to the Waverly Community Schools. To the extent allowable by law, all non-patient records concerning specific individuals who tested positive will remain in the strictest confidence, with only authorized individuals who have a "need-to-know" having access to them. Patient records concerning employees while in a drug rehabilitation program selected by the District will not be forwarded to the Waverly Community Schools, but will remain in strict confidence under the administration of the program.

If the School's representative obtains a positive test result, he/she will immediately arrange a meeting with the employee to gather further information regarding the positive sample. During the meeting, the employee will be given the opportunity

to present evidence and/or information that the positive test resulted from prescribed or over-the-counter drugs, or that special circumstances may have affected the test results. The employee must provide information on prescription and non-prescription drugs, along with the name of the prescribing physician and a release of information in the event that the physician must be contacted for clarification, and to obtain a statement of ability to perform duties in a safe manner. The District reserves the right to seek a second opinion. Failure to provide physician information within five (5) business days, or failure of the drug test related to illicit or illegal drugs, will result in immediate termination.

If the initial drug test is positive, the Bus Driver will be suspended with pay until the more complete battery of drug tests and formal investigation can be performed.

It is further understood that all provisions contained herein are subject to the Grievance Procedure contained in the Collective Bargaining Agreement between the Waverly Community Schools and the Teamsters Local 214.

- I. Drivers must notify the District by August 1<sup>st</sup> of their intent to return to work.

#### **Section 6.**

The bus supervisor will make arrangements for the early starting up of buses in order to defrost windshields when weather conditions warrant.

#### **Section 7.**

The Employer and Union agree to meet at the request of either party to discuss matters of mutual concern.

#### **Section 8.**

Any employee who has accumulated seven (7) points shall be placed on suspension. The employee will remain on suspension until such time as the employee no longer has seven (7) accumulated points on his/her driving record or six (6) months, whichever occurs first. In the event that an employee is incapable of removing the accumulation of seven (7) points within the six (6) month period, the employee will be considered terminated.

#### **Section 9.**

A fob key to the transportation building shall be given to each driver.

#### **Section 10.**

An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to exercise powers as provided in the Local Financial Stability and Choice Act, Public Act 436 of 2012, as well as to reject, modify, or terminate the Collective Bargaining

Agreement as provided in the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575.

## ARTICLE XVIII

### PAID HOLIDAYS AND VACATIONS

#### Section 1.

Each regular full-time Bus Driver shall receive regular run pay for the holidays listed below, provided:

- A. On the date of the holiday, the employee has been on the payroll for at least thirty (30) driving days and has completed the probationary period.
- B. The employee has worked scheduled hours the entire day on the last day scheduled for his/her classification prior to the holiday, and first day for his/her classification after the holiday, unless the supervisor granted a personal business day for emergency purposes or unless the holiday fell during the employee's scheduled vacation period such as Christmas.

#### Section 2.

The holidays covered in this Article are:

Memorial Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
Day after Christmas  
New Year's Eve Day  
New Year's Day  
President's Day  
Martin Luther King Jr. Day

If a paid holiday falls on Sunday, the Drivers will receive the pay for the Monday schedule of regular hours. If the paid holiday falls on Saturday, the Drivers will receive the pay for the Friday schedule of regular hours.

#### Section 3.

Bus Drivers will earn one (1) day of vacation for each full school year of service, up to a maximum of twelve (12) days vacation pay. Employees with three (3) or more year's seniority may use their earned accumulated vacation days during the school year, up to a

maximum of five (5) days, provided there are substitute Drivers available to cover. Drivers may use vacation or personal days during student break periods or unpaid weekdays during the school year insofar as this does not conflict with Article XVIII Section 1 (B). Unused vacation time will be paid at the end of the school year with the last pay period.

**Section 4.**

If the school year begins prior to Labor Day, Labor Day will become a paid holiday.

**ARTICLE XIX**

**SALARY AND COMPENSATION**

**Section 1. SALARY SCHEDULE**

Beginning July 1, 2022

Length of Employment		
Probation-11 months		\$17.50
12-23 months		\$19.00
24 months +		\$21.50

Beginning July 1, 2023

Length of Employment		
Probation-11 months		\$19.00
12-23 months		\$20.00
24 months +		\$22.25

Beginning July 1, 2024

Length of Employment		
Probation-11 months		\$20.00
After 12 months		\$23.00

In order to continue to attract qualified drivers to the District, at the discretion of the Director of Human Resources, credit may be given for up to three (3) years of school bus driving experience after successful completion of the probationary period.

All staff hired after July 1, 2019 shall use direct deposit.

**Section 2. OVERTIME**

Any Driver who works in excess of forty (40) hours in any one (1) work period, from Monday a.m. to Sunday p.m., shall receive a time and one-half (1-1/2) overtime rate for all hours in excess of forty (40) hours.

Any Driver who drives a field trip on a paid holiday or Sunday shall receive a time and one-half (1 ½) overtime rate for all hours worked.

**Section 3. SALARY LEVEL PLACEMENT**

A Driver's salary level placement shall be determined as of his/her anniversary date of employment.

**Section 4. MINIMUM ROUTE PAY**

Minimum pay for regular morning and afternoon runs shall be two (2) hours, which includes fifteen (15) minutes before route and fifteen (15) minutes after route to perform non-driving duties, including fueling. In the event that the District eliminates transportation service for segments of the student population or restructures service in a way that significantly reduces actual drive time of routes, the Union agrees that it will meet with the District to discuss the possible need to reduce the minimum route pay for regular morning and afternoon runs.

Drivers called back to work in an emergency to return students home from school at a time other than their regularly scheduled run time, will be paid the greater of one (1) hour or the actual time spent on the route.

**Section 5. SHUTTLE RUNS**

All shuttle runs included within the time structure of regular routes shall be considered part of the regular route for payment purposes. Any time, including time for shuttle runs added to a regular route after it is initially established so that the bus leaves earlier or returns later, shall be paid as part of the regular route.

**Section 6.**

Bus Drivers shall be paid for the actual time, requested and approved by the supervisor, spent in conferences with parents, students and/or administration.

**Section 7.**

On days that school is closed due to inclement weather, Drivers will be paid for their regularly scheduled hours, including optional routes, McKinney-Vento assignments and

extra assignments. If the school year is extended in order to meet the minimum required days and hours of instruction as determined by the Department of Education, Drivers will be required to report for duty and shall be paid for hours worked.

**Section 8. REIMBURSEMENT**

Meals will be reimbursed when Drivers are out of the District on a field trip at the specified meal times. A Waverly School voucher form and a dated cash register receipt shall be required for reimbursement. Reimbursement shall be based on the amounts approved annually by the Board but not less than the amounts as specified below:

Breakfast	6:00 a.m. to 9:00 a.m.	\$7.00
Lunch	12:00 noon to 2:00 p.m.	\$10.00
Dinner	5:30 p.m. to 8:00 p.m.	\$15.00

No reimbursement on split trips.

The cost for a required overnight stay shall be reimbursed by the District, based on the least expensive single occupancy room rate, not to exceed Three Hundred and 00/100 Dollars (\$300.00) per night without prior written approval of the Superintendent or his/her designee. An itemized receipt shall be required for reimbursement.

**Section 9. MANDATORY MEETING PAY**

Mandatory Bus Driver meetings shall provide the Drivers a minimum of one (1) hour's pay, or the actual time of the meeting, whichever is greater. There shall be a minimum of three (3) hours and a maximum of six (6) hours of Professional Development annually consisting of bus/transportation issues related to Bus Driver responsibilities. Training provided in Article XIX Section 11 shall qualify for Professional Development hours of this section.

**Section 10.**

In any event, should a Driver be doing his/her optional or regular route at noon and is asked to do another assignment or shuttle, the Driver will be paid for the total amount of time worked, or the minimum amount of time allotted for the original route or assignment, whichever is greater.

**Section 11.**

A Bus Driver will be paid at their hourly rate for all hours spent in attendance at all Bus Driver education programs required by the State and Federal law

**Section 12.**

Drivers shall be paid for all actual routing time - that is, laying out and/or planning routes

when routes are changed significantly by the District - up to the District's minimum route pay.

**Section 13.**

Minimum pay for optional routes will be one and one-half (1-1/2) hours.

**Section 14.**

Drivers will be paid for their time in attendance at the annual bid meeting, and in no event less than one (1) hour's pay.

**Section 15. BACKUP DRIVERS (a minimum of two [2], four [4] hour positions)**

A. A Backup Driver:

1. will serve a probationary period;
2. is a regular daily permanent position that shall be referred to as "Backup Driver";
3. The District shall determine the time of each shift (coincides with a.m./p.m. and noon run periods);

B. Backup Driver is subject to the bid procedure as an alternate choice to a regular route.

C. A Backup Driver shall be able to bid to a regular run when they become available.

D. The date of first hire as a Backup Driver shall be used in determining seniority for the bidding process.

E. Backup Drivers who take a run for two (2) or more consecutive days shall continue on that run until the regular driver returns, the route is posted, or the Back Up Driver is absent from the run for more than one day. Should a Backup Driver take a long term position, a substitute will be used to fill that Backup Driver's position, and shall not be subject to benefits under this Agreement.

F. All other conditions of the Contract shall apply to the Backup Driver position.

**ARTICLE XX**

**INSURANCE**

**Section 1. LIFE INSURANCE**

Group life in the amount of twenty-five thousand dollars (\$25,000.00).

## **Section 2. HEALTH INSURANCE**

The District shall offer Medical Benefit Plan Coverage to all eligible employees. The Medical Benefit Plan Coverage shall comply 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. The Medical Benefit Plan Coverage options shall be as agreed upon by these parties. 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 previously chosen coverage.

The District's monthly insurance premium/Medical Benefit Plan cost contribution to eligible employees shall be:

Singles: \$609 per month or eighty percent (80%) of the monthly premium rate, whichever amount is less.

2-Person: \$609 per month or eighty percent (80%) of the monthly premium, whichever amount is less.

Full-Family: \$609 per month or eighty percent (80%) of the monthly premium, whichever amount is less.

Eligible "full-time" employees shall be those who meet the definition of "full-time" as contained within the PPACA (currently working an average of thirty [30] hours or more per week).

Bargaining unit members enrolling in health insurance shall pay any additional Medical Benefit Plan costs which exceed the Board's contribution (as indicated above) through payroll deduction. The bargaining unit member's payment amount shall be the difference between the actual Medical Benefit Plan cost and the Board's contribution amount (as indicated above). These payments shall be paid via payroll deduction twice monthly; however, in no instance shall the Board provide any employee pre-payment (a loan of money) to cover the individual's portion of Medical Benefit Plan costs.

Employees hired after January 1, 2011, and working less than thirty (30) hours per week on average, will not be eligible for Employer paid health insurance, but will be paid cash in lieu in the amount of one hundred thirty (\$130.00) dollars per month.

- a. To those employees not electing health insurance, the District will provide a cash option. The cash option shall be one hundred thirty dollars (\$130.00) per month to invest in tax-exempt cafeteria options on a salary reduction assignment basis. The amount of the cash payment received may be applied by the unit member to a tax-

deferred annuity or toward the MEBS/PET 125 plan. Any amounts exceeding the Employer's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever the contribution subsidy amount changes for the group. The Employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. All costs relating to the implementation and administration of benefits under this program shall be borne by the Employer.

- b. The Union may, after consulting with the District, modify or alter insurance plan specification(s) provided that: (i) any changes in the plan specification will only become effective on January 1; and (ii) the Union absorbs the cost (if any) of conducting additional open enrollment periods; (iii) that the plan or plan specification changes do not increase the District's costs as set forth in Article XX Section 2.

**Section 3. VISION INSURANCE**

The Board shall provide full premiums for each eligible employee for MESSA VSP3 or a comparable plan. The District will provide for payment of a prescription for glasses/lenses every other year. In the instance that a doctor determines that the prescription has changed in a year, the District will provide payment for frames and lenses or contact lenses. Documentation of a prescription change will be required. The District will continue to pay for a yearly eye exam.

**ARTICLE XXI**

**NO STRIKE AGREEMENT**

The Union shall not, at any time, so long as this Agreement is in effect, authorize, sanction or condone, nor will any Driver take part in any strike, slow-down, stoppage, sit-in, or picketing of the Waverly Schools. The Union further agrees that it will not, nor will any Driver support or recognize any such activities by other bargaining units. In the event of any such action on the part of individual Drivers, the Union officers will immediately post notices and release public statements advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Union. Should the Union not adhere to and abide by this 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 Driver determined to be in violation of this provision.

**ARTICLE XXII**

**SCOPE, WAIVER AND ALTERATION OF AGREEMENT**

**Section 1.**

No agreement, alteration, understanding, variation, waiver or modifications of any of the terms, conditions or covenants contained herein shall be made by any employee or group

of employees with the Employer, unless executed in writing between the parties hereto, and the same has been ratified by the Union.

**Section 2.**

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

**Section 3.**

If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law, and by any competent jurisdiction or tribunal, or if compliance with or enforcement of any Article or Section of this Agreement should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**ARTICLE XXIII**

**WORK CALENDAR**

The work calendar for Bus Drivers shall coincide with school days in session as determined by the District.

**ARTICLE XXIV**

**TERMINATION AND MODIFICATION**

- A. The effective date of this Agreement is July 1, 2022.
- B. If either party desires to terminate this Agreement it shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination, or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year, thereafter subject to notice of termination by either party on ninety (90) calendar days' written notice prior to the current year of termination.
- C. If either party desires to modify or change this Agreement it shall, ninety (90) calendar days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar days' written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement.

D. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, International Brotherhood of Teamsters Local 214, 2825 Trumbull Avenue, Detroit, Michigan 48216, and if to the Employer, addressed to Waverly Community Schools, 515 Snow Road, Lansing, Michigan 48917, or to any other address the Union or the Employer may make available to each other.

E. This Agreement shall continue in force and effect until June 30, 2025.

**WAVERLY COMMUNITY SCHOOLS**

**INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS LOCAL 214**

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Business Agent

\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Union Steward

**LETTER OF UNDERSTANDING**

During the term of this Agreement, whenever the District invokes Article XVI, Section 4 (Field Trips), #12, of the Collective Bargaining Agreement, for an in-state trip, the quote between the District and the outside carrier will be given to the Union. The Union, if it chooses, may Abid@ on the trip, but must do so within forty-eight (48) hours of receiving the quote from the District.

The parties agree to award the trip to the Union if the bid meets the outside carriers quoted price for the trip, provided, the Employer may invoke Article XVI, Section 4, #12, when it deems necessary to approve an outside carrier.

For the *Employer*

For the *Union*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION  
REGULAR BOARD MEETING  
JULY 31, 2023**

**Report #23-12**

**FOR ACTION**

**Subject:**

2022 Building and Site, Series I Printer/Copier Purchase Recommendations

**Recommendation:**

The Superintendent recommends the Board of Education approve the purchase of printer and copier equipment from AOS, as per the attached summary and in accordance with Board Policy 6320 (Purchasing).

**Statement of Purpose:**

The purpose of this recommendation is to replace printer and copier equipment at the end of its useful life.

**Background Information:**

On May 4, 2021 a special election was held for the purpose of proposing a ballot question to authorize Waverly Community Schools to borrow the sum of \$125,000,000 and issue its general obligation unlimited tax bonds therefor, in one or more series for the purpose of erecting additions to, remodeling, including security improvements to, furnishing and refurbishing, and equipping and re-equipping school buildings; acquiring and installing instructional technology and instructional technology equipment for school buildings; purchasing school buses; and developing, equipping and improving playgrounds, play fields, athletic fields, parking areas and sites. The ballot proposal having received sufficient votes was approved.

Consortium purchases save schools time and money by providing bids compliant with the Revised School Code, allowing schools to buy without bidding independently. This purchase is part of the OMNIA Consortium (OMNIA-R-191102)

**Budget Impact:**

The total cost of this recommendation is not to exceed One Hundred Thousand Two Hundred Forty-One and 00/100 Dollars (\$100,241.00). This purchase will be funded entirely by the proceeds from the 2022 Building and Site, Series I bonds. This recommendation is within the amount budgeted for this project.

**Discussion of Options:**

The Board may entertain a motion to take one of the following actions:

- 1) Accept the purchase recommendation, as presented
- 2) Reject the purchase recommendation, and issue an Invitation to Bid
- 3) Table the recommendation for further discussion



Waverly Community Schools - Current Solution

Location	AOS ID	Manufacturer	Model	Discontinued Date	Replacement Model	Configuration	Mono Average Monthly Volume	Color Average Monthly Volume	Current Mono Cost Per Copy	Current Color Cost Per Copy	Total Service	New Mono Cost Per Copy	New Color Cost Per Copy	New Total Service	Purchase Price per Device
Waverly - HS - Main Copy Room	C10581 - OT	SHARP	MX-M623N	2014	7003i	2 x 500 Sheet Paper Trays, 1 x 2,000 Sheet Paper Tray, External Staple Finisher, Saddle-Stitch, Booklet Fold Unit	25,737	0	0.004944		\$127.24	\$0.004944		\$127.24	\$ 8,063.00
Waverly - HS - Main Copy Room	C5071 - OT	SHARP	MX-M623N	2014	7003i	2 x 500 Sheet Paper Trays, 1 x 2,000 Sheet Paper Tray, External Staple Finisher, Saddle-Stitch, Booklet Fold Unit	20,059	0	0.004944		\$99.17	\$0.004944		\$99.17	\$ 8,063.00
Waverly - Admin	P11950	LEXMARK	C4150	2022	C4342	1 x 550 Sheet Paper Tray, Desktop Model	440	353	0.012360	0.097850	\$39.98	\$0.009900	\$0.07000	\$29.07	\$ 1,252.00
Waverly - HS - Athletic Director - Secretary	P3982	LEXMARK	C748	2018	C4342	1 x 550 Sheet Paper Tray, Printer Stand	52	205	0.012360	0.097850	\$20.71	\$0.009900	\$0.07000	\$14.87	\$ 1,252.00
Waverly - East Intermediate - Copy Room	P3986	LEXMARK	C748	2018	C4342	1 x 550 Sheet Paper Tray, Desktop Model	0	10	0.012360	0.097850	\$0.97	\$0.009900	\$0.07000	\$0.69	\$ 1,252.00
Waverly - HS - Broadcast Lab	P4084	LEXMARK	C748	2018	C4342	1 x 550 Sheet Paper Tray, Desktop Model	19	17	0.012360	0.097850	\$1.88	\$0.009900	\$0.07000	\$1.36	\$ 1,252.00
Waverly - Elmwood Elementary - Media Center	P4086	LEXMARK	C748	2018	C4342	1 x 550 Sheet Paper Tray, Desktop Model	126	455	0.012360	0.097850	\$46.08	\$0.009900	\$0.07000	\$33.10	\$ 1,252.00
Waverly - Winans Elementary - Principal - Office	P4087	LEXMARK	C748	2018	C4342	1 x 550 Sheet Paper Tray, Desktop Model	175	1,549	0.012360	0.097850	\$153.74	\$0.009900	\$0.07000	\$110.17	\$ 1,252.00
Waverly - Colt Early Childhood - Principal - Office	P4088	LEXMARK	C748	2018	C4342	1 x 550 Sheet Paper Tray, Desktop Model	159	360	0.012360	0.097850	\$37.18	\$0.009900	\$0.07000	\$26.77	\$ 1,252.00
Waverly - Colt Early Childhood - Copy Room - A - Middle	P4089	LEXMARK	C748	2018	C4342	1 x 550 Sheet Paper Tray, Desktop Model	302	3,852	0.012360	0.097850	\$380.69	\$0.009900	\$0.07000	\$272.66	\$ 1,252.00
Waverly - East Intermediate - Principal - Office	P4092	LEXMARK	C748	2018	C4342	1 x 550 Sheet Paper Tray, Desktop Model	117	88	0.012360	0.097850	\$10.02	\$0.009900	\$0.07000	\$7.29	\$ 1,252.00
Waverly - Bus Garage - Directors Office	P4095	LEXMARK	C748	2018	C4342	1 x 550 Sheet Paper Tray, Desktop Model	60	239	0.012360	0.097850	\$24.12	\$0.009900	\$0.07000	\$17.32	\$ 1,252.00
Waverly - MS - Teacher Lounge - A	P4096	LEXMARK	C748	2018	C4342	1 x 550 Sheet Paper Tray, Desktop Model	446	1,311	0.012360	0.097850	\$133.80	\$0.009900	\$0.07000	\$96.19	\$ 1,252.00
Waverly - HS - Teacher-Staff Room	P4123	LEXMARK	C748	2018	C4342	1 x 550 Sheet Paper Tray, Printer Stand	465	1,322	0.012360	0.097850	\$135.10	\$0.009900	\$0.07000	\$97.14	\$ 1,252.00
Waverly - Admin - Upper Level - Superintendent	P4125	LEXMARK	C748	2018	C4342	1 x 550 Sheet Paper Tray, Desktop Model	120	82	0.012360	0.097850	\$9.47	\$0.009900	\$0.07000	\$6.90	\$ 1,252.00
Waverly - Winans Elementary - Media Center - USB	P4202	LEXMARK	C748	2018	C4342	1 x 550 Sheet Paper Tray, Desktop Model	312	3,000	0.012360	0.097850	\$0.00	\$0.009900	\$0.07000	\$0.00	\$ 1,252.00
Waverly - East Intermediate - Media Center	P4257	LEXMARK	C748	2018	C4342	1 x 550 Sheet Paper Tray, Desktop Model	385	1,055	0.012360	0.097850	\$108.01	\$0.009900	\$0.07000	\$77.68	\$ 1,252.00
Waverly - Colt Early Childhood - Media Center	P4258	LEXMARK	C748	2018	C4342	1 x 550 Sheet Paper Tray, Desktop Model	65	65	0.012360	0.097850	\$7.16	\$0.009900	\$0.07000	\$5.19	\$ 1,252.00
Admin - RM 409 - USB	P4017	HP	LaserJet 400 color M451nw	2016	C4342	1 x 500 Sheet Paper Tray, Desktop Model			0.012360	0.097850	\$0.00	\$0.009900	\$0.07000	\$0.00	\$ 1,252.00
Waverly - Admin - Upper Level - Room 210	P4018	HP	LaserJet 400 color M451nw	2016	C4342	1 x 500 Sheet Paper Tray, Desktop Model	27	52	0.012360	0.097850	\$5.44	\$0.009900	\$0.07000	\$3.92	\$ 1,252.00
Admin - Shawn Lewis' Office USB	P4019	HP	LaserJet 400 color M451nw	2016	C4342	1 x 500 Sheet Paper Tray, Desktop Model	51	1	0.012360	0.097850	\$0.73	\$0.009900	\$0.07000	\$0.57	\$ 1,252.00
Waverly - MS - Room 55 - E Train	P5243	HP	LaserJet 400 color M451nw	2016	C4342	1 x 250 Sheet Paper Tray, Desktop Model	46	144	0.012360	0.097850	\$14.67	\$0.009900	\$0.07000	\$10.54	\$ 1,252.00
Waverly - HS - Main Office - USB	P4847	HP	LASERJET 400 M451NW	2016	C4342	1 x 250 Sheet Paper Tray, Desktop Model	505	859	0.012360	0.097850	\$90.29	\$0.009900	\$0.07000	\$65.13	\$ 1,252.00
Waverly - Colt Early Childhood - Guidance Area	P4193-OT	HP	LaserJet P3010 Series		M3350	1 x 500 Sheet Paper Tray, Desktop Model	194	0	0.012360		\$2.39	\$0.009900		\$1.92	\$ 867.00
Waverly - HS - Main Office - Attendance Desk	P5066	HP	LaserJet P3010 Series		M3350	1 x 250 Sheet Paper Tray, Desktop Model	511	0	0.012360		\$6.31	\$0.009900		\$5.06	\$ 867.00
Waverly - MS - PDD 2 - Behind Room 41	P11923	LEXMARK	M3150	2019	REMOVE	1 x 550 Sheet Paper Tray, Desktop Model	0	0	0.012360		\$0.00	\$0.009900		\$0.00	
Waverly - HS - ITC	P3855	LEXMARK	M3150	2019	M3350	1 x 550 Sheet Paper Tray, Desktop Model	708	0	0.012360		\$8.75	\$0.009900		\$7.01	\$ 867.00
Waverly - East Intermediate - Principal - Office	P4007	LEXMARK	M3150	2019	M3350	1 x 550 Sheet Paper Tray, Desktop Model	32	0	0.012360		\$0.40	\$0.009900		\$0.32	\$ 867.00
Waverly - Admin - Upper Level - Business Office	P4030	LEXMARK	M3150	2019	M3350	1 x 550 Sheet Paper Tray, Desktop Model	2,523	0	0.012360		\$31.18	\$0.009900		\$24.98	\$ 867.00
Waverly - HS - Rm 21	P4031	LEXMARK	M3150	2019	REMOVE	1 x 550 Sheet Paper Tray, Desktop Model	0	0	0.012360		\$0.00	\$0.009900		\$0.00	
Waverly - Admin - Upper Level - Commons Area	P4032	LEXMARK	M3150	2019	M3350	1 x 550 Sheet Paper Tray, Printer Stand	75	0	0.012360		\$0.93	\$0.009900		\$0.75	\$ 867.00
Waverly - Admin - Upper Level - Admin Assistant to Superintendent	P4033	LEXMARK	M3150	2019	M3350	1 x 550 Sheet Paper Tray, Desktop Model	365	0	0.012360		\$4.52	\$0.009900		\$3.62	\$ 867.00
Waverly - HS - ITC - 1	P4081	LEXMARK	M3150	2019	M3350	1 x 550 Sheet Paper Tray, Desktop Model	1,620	0	0.012360		\$20.02	\$0.009900		\$16.04	\$ 867.00
Waverly - East Intermediate - Assistant Principal - Office	P4091	LEXMARK	M3150	2019	M3350	1 x 550 Sheet Paper Tray, Desktop Model	82	0	0.012360		\$1.02	\$0.009900		\$0.82	\$ 867.00
Waverly - MS - Principal - Office - B	P4093	LEXMARK	M3150	2019	M3350	1 x 550 Sheet Paper Tray, Desktop Model	211	0	0.012360		\$2.60	\$0.009900		\$2.08	\$ 867.00
Waverly - MS - Principal - Office - A	P4094	LEXMARK	M3150	2019	M3350	1 x 550 Sheet Paper Tray, Desktop Model	107	0	0.012360		\$1.32	\$0.009900		\$1.06	\$ 867.00
Waverly - HS - Principal - Office - 1	P4097	LEXMARK	M3150	2019	M3350	1 x 550 Sheet Paper Tray, Desktop Model	58	0	0.012360		\$0.71	\$0.009900		\$0.57	\$ 867.00
Waverly - HS - Principal - Office - 2	P4098	LEXMARK	M3150	2019	M3350	1 x 550 Sheet Paper Tray, Desktop Model	9	0	0.012360		\$0.11	\$0.009900		\$0.09	\$ 867.00
Waverly - HS - Athletic Director	P4100	LEXMARK	M3150	2019	M3350	1 x 550 Sheet Paper Tray, Desktop Model	28	0	0.012360		\$0.34	\$0.009900		\$0.27	\$ 867.00
Waverly - HS - Principal - Office - 3	P4178	LEXMARK	M3150	2019	M3350	1 x 550 Sheet Paper Tray, Desktop Model	147	0	0.012360		\$1.81	\$0.009900		\$1.45	\$ 867.00
Waverly - MS - Pod 1 - Social Studies - Back Room	P4259	LEXMARK	M3150	2019	M3350	1 x 550 Sheet Paper Tray, Desktop Model	1,370	0	0.012360		\$16.93	\$0.009900		\$13.56	\$ 867.00
Not on Contract	P4260	LEXMARK	M3150	2019	M3350	1 x 550 Sheet Paper Tray, Desktop Model	1,628	0	0.012360		\$20.13	\$0.009900		\$16.12	\$ 867.00
Waverly - MS - Pod 3 - Science - Work Room	P4261	LEXMARK	M3150	2019	M3350	1 x 550 Sheet Paper Tray, Desktop Model	1,697	0	0.012360		\$20.98	\$0.009900		\$16.80	\$ 867.00
Waverly - HS - Rm 44 - USB	P4790	LEXMARK	M3150	2019	REMOVE	1 x 550 Sheet Paper Tray, Desktop Model	0	0	0.012360		\$0.00	\$0.009900		\$0.00	
Waverly - Custodial	P5244	LEXMARK	M3150	2019	M3350	1 x 550 Sheet Paper Tray, Desktop Model	123	0	0.012360		\$0.00	\$0.009900		\$1.21	\$ 867.00
Waverly - Curriculum Director	P11801	LEXMARK	M3250	Current	M3350	1 x 550 Sheet Paper Tray, Desktop Model	254	0	0.012360		\$3.13	\$0.009900		\$2.51	\$ 867.00
Waverly - HS - Main Office - Administrative Assistant	P4179	LEXMARK	M3150	2018	M3350	1 x 550 Sheet Paper Tray, Desktop Model	295	0	0.012360		\$3.65	\$0.009900		\$2.92	\$ 867.00
Waverly - Colt Early Childhood - Copy Room - C - Left	C5366	SHARP	MX-M565N	2017	TASKalfa 4004i	2 x 500 Sheet Paper Trays, 1 x 2,000 Sheet Paper Tray, Internal Staple Finisher	7,714	0	0.004944		\$38.14	\$0.004944		\$38.14	\$ 4,737.00
Waverly - East Intermediate - Main Office - Work Room	C5367	SHARP	MX-M565N	2017	Remove	2 x 500 Sheet Paper Trays, 1 x 2,000 Sheet Paper Tray, External Staple Finisher, Saddle-Stitch, Booklet Fold Unit, Analog Fax Expansion	2,646	0	0.004944		\$13.08	\$0.004944		\$13.08	
Waverly - HS - Food Services	C4258	SHARP	MX-3610N	2013	TASKalfa 4054ci	4 x 500 Sheet Paper Trays, Inner Staple Finisher, Right Side Exit Tray, Analog Fax Expansion	833	518	0.004944	0.097850	\$54.76	\$0.004944	\$0.06180	\$36.10	\$ 6,344.00
Waverly - Admin - Front Entrance - Receptionist	C5382	SHARP	MX-3640N	2015	TASKalfa 4054ci	4 x 500 Sheet Paper Trays, Additional Long Polaris Paper Tray	1,039	138	0.004944	0.097850	\$18.59	\$0.004944	\$0.06180	\$13.63	\$ 6,344.00
Office A - Proc/Processor/Admin - Amanda Boh	C10531	SHARP	MX3150	2019	XM3350	1 x 550 Sheet Paper Tray, Desktop Model	2,872	0	0.012360		\$35.49	\$0.009900		\$28.43	\$ 1,777.00
Waverly - Bus Garage - Staff Office	C5350	LEXMARK	XM3150	2019	XM3350	1 x 550 Sheet Paper Tray, Desktop Model	1,814	0	0.012360		\$22.42	\$0.009900		\$17.95	\$ 1,777.00
Waverly - Colt Early Childhood - Main Office	C5351	LEXMARK	XM3150	2019	XM3350	1 x 550 Sheet Paper Tray, Desktop Model	945	0	0.012360		\$11.68	\$0.009900		\$9.36	\$ 1,777.00
Waverly - Winans Elementary - Main Office	C5352	LEXMARK	XM3150	2019	XM3350	1 x 550 Sheet Paper Tray, Desktop Model	1,313	0	0.012360		\$16.22	\$0.009900		\$12.99	\$ 1,777.00
Waverly - Elmwood Elementary - Main Office	C5353	LEXMARK	XM3150	2019	XM3350	1 x 550 Sheet Paper Tray, Desktop Model	736	0	0.012360		\$9.09	\$0.009900		\$7.28	\$ 1,777.00
Waverly - HS - Counselor - Office	C5354	LEXMARK	XM3150	2019	XM3350	1 x 550 Sheet Paper Tray, Desktop Model	1,125	0	0.012360		\$13.90	\$0.009900		\$11.14	\$ 1,777.00
Waverly - MS - Media Center - Computer Lab	C5355	LEXMARK	XM3150	2019	XM3350	1 x 550 Sheet Paper Tray, Desktop Model	1,056	0	0.012360		\$13.05	\$0.009900		\$10.45	\$ 1,777.00
Waverly - East Intermediate - Student Support Center	C5356	LEXMARK	XM3150	2019	XM3350	1 x 550 Sheet Paper Tray, Desktop Model	607	0	0.012360		\$7.50	\$0.009900		\$6.01	\$ 1,777.00
Waverly - East Intermediate - Media Center - Main Desk	C5357	LEXMARK	XM3150	2019	XM3350	1 x 550 Sheet Paper Tray, Desktop Model	53	0	0.012360		\$0.66	\$0.009900		\$0.53	\$ 1,777.00
Waverly - East Intermediate - Main Office	C5358	LEXMARK	XM3150	2019	XM3350	1 x 550 Sheet Paper Tray, Copier Stand	755	0	0.012360		\$9.34	\$0.009900		\$7.48	\$ 1,777.00
Waverly - Admin - Upper Level - Office	C5359	LEXMARK	XM3150	2019	XM3350	1 x 550 Sheet Paper Tray, Copier Stand	421	0	0.012360		\$5.20	\$0.009900		\$4.16	\$ 1,777.00
Waverly - MS - Main Office	C5360	LEXMARK	XM3150	2019	XM3350	1 x 550 Sheet Paper Tray, Desktop Model	2,231	0	0.012360		\$27.58	\$0.009900		\$22.09	\$ 1,777.00
<b>Total:</b>							<b>87,543</b>	<b>12,675</b>			<b>\$1,890.42</b>			<b>\$1,460.96</b>	<b>\$ 100,241.00</b>

Current Service	\$1,890.42
New Service	\$1,460.96
Cloud Fax	\$175.00



## Maintenance Agreement Terms and Conditions

After the initial implementation of included network connectivity:

### NETWORK:

Included in the agreement: a) manufacturer updates for Flash ROM or EPROM, b) manufacturer print driver updates, software patches or version updates provided by the manufacturer to AOS at no charge.

This agreement does not cover: a) replacement or repairs of any network devices not directly involved with the walk-up copying process, b) external controllers, software, external storage devices, print drivers, harnesses, wiring, mouse, keyboard or network harnessing, c) any reinstallations or repairs due to Client workstation reconfigurations or upgrades, d) reinstallation of print drivers for any reason. **Professional network support is offered by AOS on a time and material basis.** However, should Client terminate this Agreement prior to the end of its term, without cause, Client shall:

- a) Permit AOS to remove any AOS owned equipment and supplies covered under this Agreement
- b) Pay all charges due and owing to AOS through the date of removal of such equipment and/ or supplies
- c) Pay AOS of the sum of remaining payments described in the print management fee.

### ACCEPTANCE:

Acceptance of this Agreement by AOS is contingent upon (1) a satisfactory credit report on the Client and (2) with regard to the dollar amounts stated herein, the absence of any mathematical error or deviation from AOS current pricing. Unless advised to the contrary within fifteen days, the Client may consider the Agreement to have been accepted by AOS as written. For the purpose of helping to maintain the equipment listed in efficient operating condition, AOS agrees to furnish service and/or preventive maintenance subject to the following terms.

### TERMS:

This Agreement will be automatically renewed for successive one year periods. The initial image fee for this Agreement will be the amount defined on the front page of this document. Image fees are subject to change, based upon age of equipment, condition of equipment, account status, and availability of parts & supplies. Either party may withdraw a unit from this Agreement at any time by giving thirty (30) days prior written notice to the other party following the initial contracted period.

### CHARGES:

The Client agrees to pay all charges due hereunder. AOS will render initial Annual Maintenance Charge billing in advance upon receipt of a signed copy of this Agreement. A late charge of 1.5% per month, 18% annually, will be applied to all invoices 30 days past due. Any billing discounts will be back billed on multi-year contracts if contract is cancelled prior to the expiration date. Parts are replaced when necessary at no additional charge (unless specified elsewhere in this Agreement) to the Client. Parts new or parts equivalent to new in performance will be furnished on an exchange basis. Charges for service after normal business hours, Saturdays, Sundays and Holidays will be based accordingly to our prevailing hourly rates plus overtime. Normal business hours are Monday through Friday 8:00AM through 5:00PM exclusive of Holidays.

### CLIENT AGREES TO:

Provide suitable electrical service and maintain proper environmental conditions. Provide AOS with meter/image readings as needed and to accept estimated reading based on service history for billing purposes if meter/image readings are not provided.

### IMAGES ARE DEFINED AS:

Any document printed from the equipment (copies, prints, fax received and others). Scans and Fax Send are not charged as images.

### DEFAULT:

If a Client does not pay the amount due hereunder, the Client agrees to pay cost and expenses of collection, including the maximum attorney's fee permitted by law.

### SERVICE:

All inspections and emergency calls will be made during AOS normal business hours. Service technician test copies have been taken into consideration when pricing your image fee. Supplies consumed in the course of services performed by an AOS employee are non-recoverable. AOS may withhold service or terminate this agreement if the Client fails to comply with any of the items and conditions of this agreement, or acquires a past-due balance for service rendered this agreement and/or products sold of more than 30 days from date of invoice.

**Total Quality Call-** Your primary AOS technician, under the guidelines of the Standard Terms and Conditions, will act proactively as they follow a standard procedure for addressing hardware failures involving resolution of the immediate failure followed by a completion of a multi-point check list replacing high mortality parts as needed.

**Preventative Maintenance-** AOS will perform all necessary preventative maintenance including all required maintenance kits on the Equipment as set by the manufacturer's guidelines as well as preventative maintenance deemed necessary.

**Response Time-** AOS will respond to service calls placed to the Client Support Center (electronic or voice mail) within an average of four (4) hours of call placement. Response times for calls received outside of normal business hours will be measured from the start of business the following day.

**Service Loaners-** if we cannot repair your equipment in your office we will provide a free loaner until your equipment is repaired.

### GENERAL:

This Agreement does not cover: (1) service performed or parts installed or adjusted by persons of which are NOT contracted by AOS, (2) parts or service required because of accident, negligence, fire, water, abuse or misuse, (3) AOS shall not be responsible for failure to render services for cause beyond its control, including, without limitation, strikes, labor disputes and Acts of GOD, (4) all supply items (drum, developer, toner, fuser & heat rollers) on this agreement are the property of AOS until the manufacturers suggested yield of said supplies have been met. Early termination of this Agreement will result in the forfeiture of all unused supply items on demand by AOS, (5) a freight charge will be added to each invoice to cover shipping of supplies to Clients location or Client may pick up supplies at AOS location, (6) this Agreement DOES NOT include paper or staples, (7) all requested movement of equipment will be done at AOS' current hourly rate, (8) Client/end-user is solely responsible for the removal of any data and/or images retained on the equipment.

**The best way to contact American Office Solutions for service or supplies is [service@getaos.com](mailto:service@getaos.com) or (800) 346-6920**





**WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION  
REGULAR BOARD MEETING  
JULY 31, 2023**

**Report #23-13**

**FOR ACTION**

**Subject:**

2022 Building and Site, Series I Technology Purchase Recommendations

**Recommendation:**

The Superintendent recommends the Board of Education approve the purchase of technology equipment from Apple, Inc., as per the attached summary and in accordance with Board Policy 6320 (Purchasing).

**Statement of Purpose:**

The purpose of this recommendation is to replace technology equipment nearing the end of its useful life.

**Background Information:**

On May 4, 2021 a special election was held for the purpose of proposing a ballot question to authorize Waverly Community Schools to borrow the sum of \$125,000,000 and issue its general obligation unlimited tax bonds therefor, in one or more series for the purpose of erecting additions to, remodeling, including security improvements to, furnishing and refurbishing, and equipping and re-equipping school buildings; acquiring and installing instructional technology and instructional technology equipment for school buildings; purchasing school buses; and developing, equipping and improving playgrounds, play fields, athletic fields, parking areas and sites. The ballot proposal having received sufficient votes was approved.

REMC purchases save schools time and money by providing bids compliant with the Revised School Code, allowing schools to buy without bidding independently.

**Budget Impact:**

The total cost of this recommendation is not to exceed Forty-Five Thousand One Hundred Thirty-One and 95/100 Dollars (\$45,131.95). This purchase will be funded entirely by the proceeds from the 2022 Building and Site, Series I bonds. This recommendation is within the amount budgeted for this project.

**Discussion of Options:**

The Board may entertain a motion to take one of the following actions:

- 1) Accept the purchase recommendation, as presented
- 2) Reject the purchase recommendation, and issue an Invitation to Bid
- 3) Table the recommendation for further discussion

# Apple Inc. Education Price Quote

<b>Customer:</b>	R. Jon Harpst Jr WAVERLY COMMUNITY SCHOOLS Phone: 517-319-3014 email: rharpst@inghamisd.org	<b>Apple Inc:</b>	Greg Lemen 6900 W. Parmer Lane Austin, TX 78729 email: glemen@apple.com
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**Apple Quote:** 2212146831

**Quote Date:** Friday, July 14, 2023

**Quote Valid Until:** Sunday, August 13, 2023

**Quote Comments:**  
Please reference Apple Quote number on your Purchase Order.

Row #	Details & Comments	Qty	Unit List Price	Extended List Price
1	<p><b>BNDL IPAD 9G 64G SG 10P 3Y BNCE REMC-USA</b> Part Number: BTNB2LL/A</p> <p><b>10.2-inch iPad Wi-Fi 64GB - Space Gray (Packaged in a 10-pack)</b> Part Number: MK2Y3LL/A Quantity: 120</p> <p><b>APL MI REMC PROF LEARNING CREDIT-USA</b> Part Number: D6686LL/A Quantity: 120</p> <p><b>Brenthaven Edge Bounce for iPad 10.2 inch (7th, 8th, and 9th Generation) - Gray</b> Part Number: HNZR2VC/A Quantity: 120</p> <p><b>3-Year AppleCare+ for Schools - iPad (no service fees)</b> Part Number: S7831LL/A Quantity: 120</p>	12	\$3,729.50	\$44,754.00
2	<p><b>10.2-inch iPad Wi-Fi 64GB - Space Gray</b> Part Number: MK2K3LL/A</p>	1	\$299.00	\$299.00
3	<p><b>3-Year AppleCare+ for Schools - iPad (no service fees)</b> Part Number: S7831LL/A</p>	1	\$49.00	\$49.00
4	<p><b>Brenthaven Edge Bounce for iPad 10.2 inch (7th, 8th, and 9th Generation) - Gray</b> Part Number: HNZR2VC/A</p>	1	\$29.95	\$29.95

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Edu List Price Total **\$45,131.95**

- Additional Tax	\$0.00
- Estimated Tax	\$0.00
<b>Extended Total Price*</b>	<b>\$45,131.95</b>

\*In most cases Extended Total Price does not include Sales Tax  
 \*If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2212146831. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
  - For registration assistance, call 1.800.800.2775
- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to [institutionorders@apple.com](mailto:institutionorders@apple.com). **Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.**
  - For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

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- ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
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  - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
  - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
  - PURCHASE ORDER NUMBER
  - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
  - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
  - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
  - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL Sunday, August 13, 2023 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
  - APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

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