



Waverly Community Schools

Regular Meeting

Monday, November 23, 2009 7:30 PM

Agenda of Regular Meeting

The Board of Education Waverly Community Schools

A Regular meeting of the Board of Education of Waverly Community Schools will be held November 23, 2009, beginning at 7:30 PM in the Board Room, 515 Snow Road, Lansing, MI.

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 John Broughton
- II. Special Presentation
- III. Correspondence - Secretary Mary Ann Martin
- IV. Public Comment
- V. Student Representative Report
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**WAVERLY COMMUNITY SCHOOLS
BOARD OF EDUCATION
REGULAR MEETING
November 9, 2009**

Opening of Meeting

The regular meeting of the Waverly Community Schools Board of Education was called to order by President John Broughton at 7:32 p.m. in the Board Room of the Administrative Center, 515 Snow Road, Lansing, Michigan.

Members Present:

Mr. John Broughton, President
Mr. Britt Slocum, Vice President
Mrs. Mary Ann Martin, Secretary
Mrs. Fonda Brewer-Williams, Treasurer
Mrs. Kim Smith, Vice Secretary-Treasurer
Mr. Calvin Jones, Trustee
Mr. Mike Knaggs, Trustee

Staff Present:

Dr. Thomas J. Pillar, Superintendent
Mrs. Jacklin Blodgett, Asst. Superintendent for Finance & Personnel
Mrs. Dorothy Blackwell, Director of Curriculum
Mr. Bruce Johnson, Director of Operations & Student Services
Mr. Rob Spagnuolo, Business Manager
Dave Pike
Gretchen Mikula
Vickie Tisdale
Helene McNeilly
Michelle Frederick
Christel Benjamin
Debbie Quinn
Rebecca Pease

Other:

Megan Mahoney, Student Representative
Mary Jo White
Jay Ford
Herbert Ruedisale
Chris Parmelee
Kenneth Brewer
Katie Howard
Alyssa Strudwick

Pledge

Students Chris Parmelee, Kenneth Brewer, Katie Howard and Alyssa Strudwick led the pledge of allegiance to the flag. All are fourth grade students at Windemere View Elementary School and are leaders in their school.

Special Presentation

The first special presentation featured Vickie Tisdale, principal of Windemere View Elementary, along with Chris Parmelee, Kenneth Brewer, Katie Howard and Alyssa Strudwick, regarding View's celebration of the two weeks of MEAP. Students talked about the rainbow colors of MEAP when the entire school dresses up in the color of the day. Third and fourth grade students have planned activities during MEAP weeks. Katie reported on "red" day students made a fire painting and watched a movie on fire safety. Ken reported the students read a book and did an art activity about whales on "blue" day. Alyssa said on "yellow" day students read a cultural story, "Chips and Salsa" and had a snack of chips, salsa, and cheese. Chris stated students read a book about Tiki Barber on "sports color day". Although the activities noted by

Special Presentation (cont.)

the students only involve third and fourth graders, younger students are excited about the MEAP celebration and look forward to participating in the future.

Correspondence

None

Public Comment

None

Student Representative Report

Student Representative Megan Mahoney reported fall sports have concluded. Girls' swimming had league competition on Saturday and several swimmers qualified for state competition. The Volleyball team competed in district finals, losing to Okemos. This is the farthest they have gone in a district tournament in 15 years. Megan reported Dig Pink was a huge success and thanked everyone for their support on behalf of the boosters. She reported a contribution of about \$2,500 was sent to the Side-Out organization. Tryouts for girls' basketball and competitive cheer are this week. Warrior Madness will be held on November 20th from 7:00 to 9:00 p.m. to kick off the Waverly Warrior basketball season. The National Honor Society (NHS) will conduct a can drive for the local food bank, starting this week and ending before Thanksgiving break. The Spanish Honor Society (SHS) helped at the World Medical Relief Center on October 22nd by moving medical equipment. They went to a Michigan State University Spanish class today to observe. Their next project will be "Toys for Tots". NHS and SHS are hosting tutoring after school every Tuesday and Thursday from 2:45 to 3:30 p.m. Student Senate will be conducting an I pod raffle during the month of November. The proceeds will go to the food bank. The musical "Fiddler on the Roof" will open this weekend and resume next weekend. Parents of seniors are having a meeting on Tuesday night to plan the senior party.

Board Member Comment

Member Jones thanked everyone for attending the Rotary Bookie event on October 27th at Carabba's. He also thanked Dr. Pillar for being a celebrity server. All proceeds from the event were donated to the Delta Township District Library. Member Jones also thanked Dr. Pillar and his staff for the informative Board professional development session on October 26th. Member Jones reported he attend the education rally at the State Capitol with Waverly and East Lansing students and parents. He noted we need to let legislators know we're not standing idly by, saying "It's not over till it's over." Member Jones invited everyone to Silver Bells in the City on Friday, November 20th from 5:00 to 9:00 p.m.

Member Brewer-Williams thanked the administrative staff for the wonderful professional development day. She said a lot was covered and she gained insight into what it takes to run the district. Member Brewer-Williams said it was great that Waverly hosted a legislative breakfast so Board members and administrators could do their best to try to get through to the legislators regarding funding. She reported she attended the MASB Fall Conference on Friday and Saturday.

Member Slocum also thanked Dr. Pillar and his staff for the great PD session and legislative breakfast. He also thanked Senator Birkholz, Representative Jones, and Representative Bauer for attending. Member Slocum thanked the administrative staff for all the information they provide to the Board through advisory committees.

Member Martin stated the meeting with the legislators was interesting and it was important they heard the Board's dialogue. She said the Board's work-study session was outstanding as usual and she thanked the visiting speakers who made presentations. Member Martin stated it was an honor to be a server at the Rotary's luncheon. She reported she attended the high school band "Extravabandza" and also the joint band concert with Grand Ledge. Member Martin said she also attended the MASB Conference which was a wonderful learning experience. She stated it was good to be with other school board members who are

Board Member Comment (cont.)

struggling as we are and hear how they are handling it. Member Martin also encouraged Board members to respond to legislators through “evocate” on the MASB website.

Member Smith thanked Vickie Tisdale and her students for participating in the Board meeting, noting it is nice to see them happy about MEAP. She also thanked Megan Mahoney for all the helpful information.

Member Knaggs thanked Mrs. Tisdale and her students for their presentation and Megan for her informative report. He reported he attended CBA 101, his first class, at the MASB Fall Conference. Member Knaggs noted the work-study session was informative and the potluck was awesome.

Adoption of Meeting Agenda

A motion was presented by Member Slocum and supported by Member Martin. MOTION: The Board of Education adopt the meeting agenda as presented.

Motion carried. VOTE: AYES – 7; NAYS – 0.

*****Approval of Minutes***

The minutes of the regular meeting of the regular meeting of October 12, 2009 and the special meetings of October 22, October 26, and October 28, 2009 were approved as presented.

******Financial Recommendation – Report #09-24 – For Action***

The treasurer’s report was approved as presented.

*****Summer Tax Collection Resolution – Report #09-25 – For Action***

The Board of Education adopted the Annual Summer Tax Resolution, invoking for 2010 its previously adopted, ongoing resolution imposing a summer tax levy of one-half (1/2) of school property taxes upon property located within the School District. A copy is affixed to the official minutes of this meeting.

For Information – Budget Update

The Board viewed a podcast from State Superintendent of Schools, Mike Flanagan, who warns that the next step we take as a state will be critical to Michigan schools. In the podcast, Superintendent Flanagan laid out some short-term solutions to rescue Michigan schools that enlist the new 3 R’s: Re-Imagine, Reductions, and Revenues.

Jacklin Blodgett, Assistant Superintendent for Finance and Personnel, and Rob Spagnuolo, Business Manager, showed a PowerPoint presentation on budget projections for the 2009-2010 school year. The presentation addressed Waverly’s financial position as of June 30, 2009, fund balance, general fund cash flow, state cuts in October 2009, Waverly’s projections as of November 2009, and next steps to be taken.

Personnel Recommendation – Report #09-26 – For Action

A motion was presented by Member Jones and supported by Member Martin. MOTION: The Board of Education approve the resignation of Julie Kaylor, East Social Worker, effective November 6, 2009.

Motion carried. VOTE: AYES – 7; NAYS – 0.

Also included in the report for information were the resignation of Lisa Lueders, Middle School paraprofessional; extra –curricular Schedule B stipends; and extra-curricular 8.8 stipends.

Member Martin requested that under the For Information section the title in area A be changed from Certified to Non-Certified.

Authorization of Notification of Layoff – For Discussion

Assistant Superintendent Jacklin Blodgett explained the process the district would use in notifying employees of mid-year layoff due to the significant anticipated deficit for the 2009-2010 school year. This notification of layoff must be approved by the Board of Education. She stated employees have indicated they would like to know sooner rather than later of potential layoff so they have time to prepare.

Mrs. Blodgett also made the following changes to the first sentence under ***Budget Impact:*** The staff adjustment proposal reduces employee costs by approximately ~~\$1,526,000~~ \$850,000, while other adjustments will account for approximately ~~\$850,000~~ \$830,000.

A motion was presented by Member Martin and supported by Member Slocum. MOTION: The Board of Education move the report titled Authorization of Notification of Layoff from discussion to action, making it Report #09-27.

Motion carried. VOTE: AYES – 7; NAYS – 0.

A motion was presented by Member Martin and supported by Member Knaggs. MOTION: The Board of Education authorize the notification of layoff.

Motion carried. VOTE: AYES – 7; NAYS – 0.

Change the Annual School Board Election – For Discussion

A report to move the Board's annual election from May to November was presented for discussion. Moving the annual election to November will significantly reduce the cost to the District. Several years ago, the legislature restructured the school board election process, offering different options to school districts. The Waverly Board of Education considered these options over the years, but remained with the annual May election. Because of increasing costs involved with holding school board elections and decreasing revenue from the state, the Board of Education approved, in concept, in June of 2009 moving the Board's election to a time when it would incur either no cost or share in the cost with another agency. At the Board's work study session on October 26, 2009, the Board further discussed the election issue and suggested moving the election to November annually. By choosing this option, the Board's structure will remain relatively the same, with one or two seats on the election ballot annually.

State law requires action on this change by December 31.

Superintendent's Report

Dr. Pillar announced there will be a rally at the Capitol Tuesday, November 10th from 10:00 a.m. to 12 noon to call attention to the deep cuts in school funding. We have been advertising notification of the rally on our various media outlets. Dr. Pillar, Jacklin Blodgett, and Rob Spagnuolo plan to attend.

Dr. Pillar announced Governor Granholm will meet with education leaders within the Ingham ISD at noon on Tuesday, November 10th to discuss the current funding situation. He will attend along with Jacklin Blodgett and Rob Spagnuolo.

Dr. Pillar reported there will be a staff meeting at 4:00 p.m. on Tuesday, November 10th in the high school auditorium to discuss the current budget situation. A podcast by State Superintendent of Education Mike Flanagan and a Powerpoint presentation by district administrators will be shown, followed by the opportunity for staff comment.

Dr. Pillar reported the Facility Review Committee is scheduled to visit East Intermediate this Wednesday at 6:00 p.m. To date all four elementary schools have been visited.

Superintendent's Report

Dr. Pillar reminded Board members to RSVP for the Celebration of Public Education to be held on November 18th at the Kellogg Center.

Dr. Pillar announced there will be no school for students on Wednesday, November 25th. Staff will spend the day in professional development.

Dr. Pillar reported the Board has received a schedule of upcoming events for November and December.

Dr. Pillar stated he had a conversation with former Board member Ron Evans today. Ron sends his regards to everyone.

Public Comment

Addressing the Board during Public Comment was Sharon Lewis.

Other Board Business

The legislature is still looking at ways to possibly reduce some of the budget cuts. The timeline would be mid-November. The House has passed a resolution, which has moved on to the Senate for consideration.

The Save Our Schools Rally will be held on Tuesday, November 10th at the Capitol from 10:00 a.m. to noon.

Adjournment

The meeting adjourned at 8:50 p.m.

Respectfully submitted,

Mary Ann Martin, Secretary

***Consent Agenda
rlp

Date: 11-6-09 and 11-9-09	Committee: Finance & Personnel Advisory Committee	
Agenda Items	Discussion Points	Disposition
2009-2010 Budget (11-6-09)	<p>Discussed the financial situation at the State level and how Waverly will be impacted. Presented a power point to the committee with detail on fund balance and estimated revenue projections including the \$165, 20j and \$127 reduction from the State. Presentation also included cash flow projections, fund balance projections and enrollment for the last 5 years.</p> <p>Discussed options available to Board and any changes the finance committee wanted to see in the presentation prior to the Board meeting. Also reviewed ideas for addressing the \$1.68 reduction in revenue.</p>	For Discussion
2009-2010 Budget (11-9-09)	<p>The Policy and Curriculum committee's rotated into the Conference B to look at the detail regarding the State reduction in revenue. A list of possible reductions was also reviewed showing the Board members the magnitude of the financial situation.</p> <p>Discussion occurred regarding the possibility of restored State funding. There doesn't seem to be a great deal of support at the State level for generating new revenue.</p>	For Discussion

**WAVERLY COMMUNITY SCHOOLS
BOARD OF EDUCATION
REGULAR MEETING
November 23, 2009**

FOR DISCUSSION

Subject: **Voluntary Severance Agreement - Teachers**

Recommendation:

The Superintendent recommends the Board of Education approve the mid-year voluntary severance agreement for those individuals on step 11 of the Waverly Educational Association. This agreement provides \$30,000, over two fiscal years, for eligible participants as defined by the attached documents.

Statement of Purpose/Issue:

The purpose of the voluntary severance agreement is to provide an incentive for senior staff to resign in order to retain less senior staff during an economic time requiring layoffs at mid-year. The severance from employment is on January 22, 2010.

Budget Impact:

The impact on the 2009-2010 year is a savings of \$31,000 for every staff person who is eligible. The District will realize an additional \$9,400 savings for every staff member who is not employed.

Rationale for Recommendation:

This incentive may create open positions for those employees who may be subject to layoff for the 2009-2010 school year. The documents were prepared by the District's legal counsel and have been reviewed by the Association.

Strategic Plan Reference:

Strategy #1: Curriculum, Instruction & Assessment: We will continue our efforts to provide instruction and assessment that will prepare our students to meet or exceed the state standards on all areas tested and demonstrate Waverly Essential Skills.

Strategy #2: Communications: We will enhance communications within the district and with the community to improve relationships among all key constituent groups to better achieve our mission.

WAVERLY COMMUNITY SCHOOLS

VOLUNTARY SEVERANCE PLAN

This Voluntary Severance Plan ("VSP" or the "Plan") is entered into by and between the Board of Education of the Waverly Community Schools (hereinafter "Board") and the Ingham Clinton Education Association/Waverly Education Association, MEA/NEA (hereinafter the "Association") pursuant to their 2008-2010 Master Agreement.

1. Purpose of Plan.

The purpose of this Plan is to assist eligible members of the Association's bargaining unit (as defined below) who may voluntarily elect to resign from the Waverly Community Schools. Participation in this Plan is entirely voluntary on the part of an eligible employee. Employees participating in the VSP are agreeing to receive the VSP benefit in exchange for relinquishing their tenure rights and any contractual rights to continued employment with the Waverly Community Schools as well as in exchange for the releases given by the employee in the VSP Agreement and Waiver/Release of Claims.

2. Minimum and Maximum Participation. This Plan shall not become effective without a minimum of one (1) eligible participant from the Association's bargaining unit. There is no maximum number of participants.

3. Eligibility Criteria.

To be eligible to participate in the Plan, a bargaining unit member must satisfy **all** of the following requirements:

- A. The bargaining unit member must have attained Step 11 of the 2009-2010 salary schedule (as depicted in Appendix A of the 2008-2010 Master Agreement) not later than the conclusion of the first semester of the 2009-2010 school year.
- B. The bargaining unit member must be actively employed with the Board on a regular full-time or regular part-time basis on the last teacher work day of the first semester of the 2009-2010 school year or be on approved leave at that time.

Bargaining unit members on layoff are not eligible for the VSP.

- C. The bargaining unit member must submit a signed VSP Agreement and Waiver/Release of Claims form, and a written resignation (with an effective date of January 22, 2010) to the Board in accordance with the terms of this Plan.
- D. The bargaining unit member must make written application to participate in VSP not later than the deadline specified in this Plan. Bargaining unit members shall not be eligible to apply for participation in this Plan after 4:00 p.m. on January 22, 2010.

4. Open Window Provision.

Up to and including January 22, 2010, eligible bargaining unit members (as defined immediately above in ¶ 3 of this Plan) may make application for participation in the VSP under the following timelines and conditions:

- A. Eligible bargaining unit members desiring to participate in the VSP must concurrently submit a signed resignation and signed VSP Agreement and Waiver/Release of Claims to the Human Resources office not later than 4:00 p.m. on January 22, 2010. Failure to submit a written resignation (with an effective date of January 22, 2010), as well as a signed VSP Agreement and Waiver/Release of Claims results in a bargaining unit member being ineligible for participation in the VSP.
- B. A bargaining unit member's resignation will not be processed or accepted by the Board until the Plan has become effective due to having attained the minimum of one participant, as specified in paragraph 2, above.

5. Separation Date.

An eligible bargaining unit member who elects to participate in the VSP must indicate in writing at the time of electing to participate in the VSP that his/her effective date of resignation will be January 22, 2010.

The bargaining unit member's resignation shall become irrevocable and binding upon acceptance by the Board (or its designee), subject only to the revocation provisions found in ¶ 5 of Attachment B. The effective date of resignation shall not be altered absent a mutual subsequent written agreement between the Board and the employee.

6. Benefits and Exclusions.

- A. The aggregate benefit to be remitted by the Board on behalf of each full-time eligible bargaining unit member participating in the VSP shall be Thirty Thousand Dollars (\$30,000). The VSP benefit will be pro-rated for part-time teachers, based on the ratio of the part-time teacher's schedule to a full-time schedule.

The aggregate benefit (as described above) remitted by the Board on behalf of a VSP participant shall be deposited to an employer discretionary 403b annuity through the Michigan Education Association Financial Services ("MEA-FS"). Remittance of the VSP benefit by the Board on behalf of an eligible VSP participant shall be subject to and made in accordance with applicable regulations of the Internal Revenue Service and the Board's 403b Plan.

- B. Eligible teachers participating in the VSP shall not have the option of receiving the VSP benefit in any form other than through a non-elective employer-contributed 403(b) tax deferred annuity, as described above. No cash option is available.
- C. Subject to applicable contribution limits under Section 415(c) of the Internal Revenue Code (the "IRC"), payment of the VSP benefit amount will be made in two equal remittances of Fifteen Thousand Dollars (\$15,000) (pro-rated for part-time participants) for an aggregate benefit amount of Thirty Thousand Dollars (\$30,000).

The first remittance shall be made not earlier than April 1, 2010 but not later than April 15, 2010. The second remittance shall be made not earlier than July 1, 2011 nor later than July 15, 2011.

If VSP benefit payments would cause the Employee to exceed the Employee's applicable contribution limit under Section 415(c) of the IRC for the Employee's limitation year, the

portion of the VSP benefit in excess of the Employee's applicable contribution limit shall be deferred up to one year, into the next succeeding limitation year, and at that time such excess amount shall be paid into the Employee's designated IRC 403(b) product as a non-elective employer contribution.

- D. If the VSP participant deceases prior to payment of the entire VSP benefit, the Board shall pay the remaining VSP benefit to the participant's designated beneficiary subject to IRS regulations and any applicable tax withholding. If the VSP participant does not have a written beneficiary designation on file with the Board at the time of death, any remainder of the VSP benefit payable shall be remitted according to the priorities set forth in MCL 408.480, subject to IRS regulations.
- E. The teacher is entirely and exclusively responsible for any income taxation consequences associated with the payment, contribution or withdrawal of any amounts contributed by the Board to a 403(b) annuity on behalf of the teacher as a VSP benefit. Without limitation of the above, the VSP participant is entirely and exclusively responsible for determining and complying with the limits under the Internal Revenue Code which are applicable to the 403(b) annuity contributions made on his/her behalf pursuant to the terms of the VSP. The VSP participant agrees to indemnify and hold harmless the Waverly Community Schools and its Board of Education from any and all amounts of tax liabilities, assessments or penalties which are attributable to any such excess contributions.

7. Term of Plan.

This Plan shall be effective beginning on the date it is approved by both the Board and Association and shall terminate when all obligations and conditions of the Plan have been performed. This Plan shall replace and supersede any past such Plans or incentives and persons participating in those Plans or incentives shall not be eligible to participate in this Plan.

The creation of this opportunity to participate in this Plan is intended by the parties to serve as a benefit and opportunity for those eligible bargaining unit members who elect to voluntarily resign from Waverly Community Schools. The creation of this opportunity or institution of this Plan shall not be precedent setting and shall not in any way bind the Board and Association or their successors to incorporate such feature in any successor collective bargaining agreement or to otherwise perpetuate the conditions outlined herein beyond the above-stated VSP expiration date. This Plan shall not be regarded as an obligation, established working condition or as a term or condition of employment beyond the term specified above.

8. Conformity to Collective Bargaining Agreement.

The terms of this VSP and the attached VSP Agreement and Waiver/Release of Claims have been developed through the process of collective bargaining between the Board and the Association. Accordingly, the Board and the Association acknowledge and agree that nothing in the terms of the VSP or in the Waiver/Release of Claims shall be regarded as inconsistent with or contrary to the terms of their 2008-2010 Master Agreement or any successor contract.

Further, any disputes regarding the meaning or implementation of this VSP shall be processed through the grievance procedures set forth in the 2008-2010 Master Agreement or any successor collective bargaining agreement. In the event that a collective bargaining agreement between the Board and the Association has expired and has not been extended, the Board and the Association agree that any

disputes regarding the meaning or implementation of this VSP shall be processed through and in accordance with the grievance procedures in the expired contract, including arbitration. This agreement to arbitrate is specific to disputes regarding the meaning or implementation of this VSP and shall not be regarded by the Board or the Association as an agreement to arbitrate other claims and disputes arising under any expired collective bargaining agreement between them.

9. Conformity to Law.

If any provision or application of this Plan or the VSP Agreement and Waiver/Release of Claims is determined to be invalid or contrary to law by a Court or administrative agency such provision shall be severed (to the extent required by law) but the remaining provisions of the VSP and/or the Waiver/Release of Claims shall not thereby be affected unless the severance results in a material change in the benefits or rights under the Plan of any party. In the latter event, the party claiming to be adversely affected shall give prompt written notice to the other party and shall confer with that party regarding an appropriate resolution of the matter.

WAVERLY COMMUNITY SCHOOLS

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

By _____
Its _____

By _____
Its _____

By _____
Its _____

By _____
Its _____

Date: _____

Date: _____

WAVERLY COMMUNITY SCHOOLS

VOLUNTARY SEVERANCE PLAN AGREEMENT AND WAIVER/RELEASE OF CLAIMS

This Voluntary Severance Plan Agreement ("VSP") Waiver/Release of Claims is entered into by, between and among _____ (hereinafter "Employee"), the Board of Education of the Waverly Community Schools (hereinafter "Board"), and the Ingham Clinton Education Association/Waverly Education Association, MEA/NEA (hereinafter referred to as the "Association") pursuant to and in conformance with their 2008-2010 Master Agreement, as extended.

1. Employee acknowledges and agrees that he/she has voluntarily elected to participate in the Voluntary Severance Plan ("VSP" or "Plan") and accepts the benefit and conditions of the VSP as described in the Plan itself. Employee also acknowledges that he/she has read and that he/she understands the terms of the Voluntary Severance Plan, as well as the terms of this Agreement and Waiver/Release of Claims.

Employee acknowledges and agrees that he/she has voluntarily submitted his/her resignation from employment with the Waverly Community Schools according to the terms and conditions of the VSP. Employee acknowledges and understands that he/she could have rejected the offer to participate in the VSP and that such rejection would have had absolutely no impact or consequences upon his/her current or future employment or status with the Waverly Community Schools.

2. The Board acknowledges and agrees that it will provide the VSP benefit to Employee according to the terms and conditions of the VSP and this Agreement and Waiver/Release of Claims.

3. In exchange for the sums and benefits received under the terms of this Voluntary Severance Plan, Employee agrees to release the Board and the Association from all claims, demands, actions or liabilities that Employee may have against the Board and the Association of whatever kind, including, but not limited to, those that are related to Employee's employment with Waverly Community Schools, and the termination of that employment. For purposes of this provision, the term "Board" means the Waverly Community Schools, its Board of Education, individual Trustees of the Board of Education, administrators, employees and/or agents. For purposes of this provision, the term "Association" means the Waverly Education Association, MEA/NEA, including the officers, employees and/or agents of those entities.

Employee agrees that this Release and Waiver of Claims covers, but is not limited to, claims arising under the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Family and Medical Leave Act, the Public Employment Relations Act, and any other federal or state law dealing with discrimination and employment. This includes, but is not limited to, discrimination based on sex, sexual orientation, race, national origin, religion, disability, veteran status, age, height or weight as well as claims for breach of the duty of fair representation. This Release covers claims both that the Employee knows about at the time he/she signs this document and those claims that the Employee may not know about but which have accrued by the time that the Employee signs this document.

Employee agrees that he/she will not institute a claim or suit of any kind against the Board or the Association including, but not limited to, claims related to Employee's employment with Waverly Community Schools or Employee's separation from that employment. This promise not to sue does not apply to charges or complaints which the Employee may bring under the Age Discrimination in

Employment Act to challenge the validity or enforceability of this Agreement and Waiver/Release of Claims.

Nothing in the above Waiver and Release of Claims shall constitute a limitation of the right of a VSP participant to file a Charge of Discrimination with the Equal Employment Opportunity Commission (EEOC) or to participate in an investigation or proceeding conducted by EEOC, in accordance with and to the extent provided by 29 USC § 626(f)(4).

4. Employee acknowledges and agrees that he/she has contacted and communicated with the Michigan Public School Employees Retirement System to obtain any and all necessary information and confirmation of his/her retirement eligibility, as well as his/her anticipated pension benefits under the Michigan Public School Employees Retirement System, including any impact or consequence(s) of the VSP thereon, and has determined that the terms and conditions of the VSP are acceptable and satisfactory to him/her.

Employee acknowledges and agrees that the Board (including its individual Board members, administrators, employees and/or agents) and the Association (including its individual members, employees and/or agents) have not made any representations or provided any advice to him/her with regard to his/her eligibility to purchase pension credits, his/her receipt of pension or insurance benefits, or the level of pension or insurance benefits he/she may be entitled to receive under the Michigan Public School Employees Retirement Act.

Employee agrees that he/she will not attempt to hold any of the above parties responsible with respect to any dispute or controversy which may arise regarding his/her eligibility to purchase or receive pension or insurance benefits from the Michigan Public School Employees Retirement System as a result of his/her acceptance of the VSP benefit. This does not affect Employee's right to pursue any such dispute directly with the Michigan Public School Employees Retirement System.

Employee is exclusively, solely and entirely responsible for any taxation consequences resulting from his/her participation in the VSP and the remittance of the VSP benefit on his/her behalf by the Board. Without limitation of the above, Employee agrees that he/she is solely and exclusively responsible for any taxation consequences attributable to Employee exceeding the applicable contribution limit under Section 415(c) of the Internal Revenue Code, as well as for any taxation consequences and penalties attributable to Employee's withdrawal of amounts contributed on his/her behalf by the Board to a IRC 403(b) product as a non-elective employer contribution.

5. Employee acknowledges and agrees that he/she has been provided at least forty-five (45) days within which to consider the terms of this Agreement and Waiver/ Release and the decision to resign from the Waverly Community Schools and to participate in the VSP. If Employee signs and returns this Waiver/Release of Claims (Attachment B) prior to expiration of the forty-five (45) day period, he/she represents that this has been done as a matter of his/her own desire and that no suggestion or request to that effect has been made by either the Board (including individual Board members, employees and/or agents) or by the Association (including its individual members, employees and/or agents).

Further, Employee acknowledges that after he/she signs this Agreement and submits his/her resignation that he/she has a seven (7) day period within which to revoke this Agreement and to rescind his/her resignation from Waverly Community Schools. Any such revocation and rescission must be in writing and delivered to the Human Resources.

If such revocation and rescission is made, the employee's VSP participation shall immediately be cancelled. If such revocation and rescission is not made, the employee's resignation and decision to participate in the VSP becomes irrevocable without further action by any party.

Any waiver of age discrimination claims under the Older Workers Benefit Protection Act and the Age Discrimination in Employment Act shall not become effective or enforceable until after expiration of the seven (7) day revocation period. Also, this Agreement and Waiver/Release does not waive any age discrimination claims that may arise after the date on which it becomes effective.

Further, Employee acknowledges and agrees that he/she has been informed in writing of the employees eligible to participate in the VSP and any eligibility factors and/or time limits applicable to receive payment of the VSP benefit. Employee acknowledges and agrees that he/she has received written notification of job titles and ages of all individuals eligible or who have elected to receive the VSP benefit and the ages of any individuals in the bargaining unit who are not eligible for the VSP benefit.

6. Employee acknowledges that he/she is and has therefore been advised in writing to consult with an attorney prior to accepting and signing this Agreement and Waiver/Release and that he/she has had a reasonable opportunity to consult with an attorney and/or seek other professional and personal consultation and advice from others of his/her own choosing with respect to the content, terms and effects of this Agreement and Waiver/Release as well as the terms of the VSP.

Employee also represents that he/she has carefully read and fully understands all of the provisions of this Agreement and Waiver/Release, and the VSP itself. Employee further agrees that he/she has not relied upon any representation or statement, written or oral, not set forth in this document, or in the VSP itself.

Further, Employee represents that he/she has entered into this Agreement and Waiver/Release and has submitted his/her resignation from the Waverly Community Schools pursuant to the VSP voluntarily and has not been subject to any duress, intimidation or coercion with respect thereto by the Board (including its individual Board members, administrators, employees and/or agents) nor by the Association (including its individual members, employees and/or agents).

7. Employee acknowledges that no other representations have been made to him/her regarding the availability, unavailability, level or character of retirement or severance benefits which may or may not be available in the future to employees of the Board, including those employees in the bargaining unit represented by the Association. Employee affirms that the terms of the VSP represent good and valuable consideration for his/her resignation of employment and tenure rights, irrespective of any separation or retirement incentive benefits or opportunities which may become available in the future to members of the bargaining unit represented by the Association or to other employees of the Board. Employee recognizes that increased, different or reduced benefits and/or additional programs of the same or similar nature as VSP may in the future be made available through the process of collective bargaining between the Board and the Association and expressly agrees that he/she has not relied upon any representations to the contrary.

8. Employee agrees that his/her eligibility for participation in the VSP has been derived from the collective bargaining process between the Board and the Association and that any asserted breach of the VSP or this Agreement and Waiver/Release of Claims, shall be subject to resolution through the grievance procedures set forth in the 2008-2010 Master Agreement (as extended) or any successor collective bargaining agreement. In the event that a collective bargaining agreement between the Board

and the Association has expired and has not been extended, any disputes regarding the meaning or implementation of the VSP shall be processed through and in accordance with the grievance procedures in the expired contract, including arbitration. This agreement to arbitrate is specific to disputes regarding the meaning or implementation of the VSP and shall not be regarded as an agreement to arbitrate other claims and disputes arising under an expired collective bargaining agreement.

9. Employee acknowledges and understands that his/her voluntary resignation is intended to preclude his/her application for and receipt of unemployment benefits under the provisions of the Michigan Employment Security Act and may be presented to disqualify him/her from receipt of unemployment compensation benefits as evidence of a voluntary termination of employment without cause attributable to the Board.

Should employee make application for and receive unemployment compensation benefits or workers compensation benefits to attributable to his/her employment with Waverly Community Schools, any amount payable to him/her under the terms of the VSP shall be reduced by the amount of any unemployment compensation benefits received by him/her which are chargeable to the Waverly Community Schools or its insurers.

10. Employee acknowledges and agrees that his/her receipt of the final signed copy of this Voluntary Severance Plan Agreement and Waiver/Release of Claims, following the decision and action of the Board to accept his/her resignation of employment with the Waverly Community Schools, constitutes full and complete notice of the decision and action of the Board with respect to his/her resignation and separation from employment and also constitutes notice to him/her of the right of a tenured teacher under the Michigan Teachers' Tenure Act to appeal that decision and action of the Board to the State Tenure Commission.

Employee hereby specifically acknowledges notification to him/her that Article VI, Section 1 of the Michigan Teachers' Tenure Act provides:

“A teacher who has achieved continuing tenure status may appeal to the Tenure Commission any decision of a controlling Board under this Act, other than a decision governed by Article IV on discharge or demotion of a teacher on continuing tenure, within 20 days from the date of the decision. The Tenure Commission shall provide for a hearing on the appeal. Notice and conduct of the hearing shall be the same as provided in Article IV and in rules promulgated by the Tenure Commission.”

11. Employee's participation in the VSP (provided he/she satisfies the VSP eligibility criteria) is at employee's option, at his/her sole discretion, since the Board has no practice, policy, or procedure, formal or informal, written or unwritten, which would require any eligible employee to sign this Agreement or to participate in the VSP. If anyone has made any statements which Employee interprets as directly, indirectly or "constructively" requiring him/her or encouraging him/her to sign this Agreement or to participate in the VSP, Employee is hereby specifically informed and advised that he/she should not rely on such statements, since they do not constitute the position of the Waverly Community Schools.

If anyone has informed Employee that no other retirement or severance benefits may become available to Employee in the future should Employee *not* resign now and participate in the VSP, Employee is hereby *specifically informed and advised that he/she should not rely on such statements.*

If anyone has made statements or representations to Employee regarding his/her separation benefits or conditions which are inconsistent with or additional to the terms of the VSP Employee is hereby *specifically informed and advised that he/she should not rely on such statements or representations in deciding whether or not to participate in VSP.*

This Agreement and Waiver/Release of Claims is entered into by me this ____ day of _____, 2009, by and between the Board and the Employee who have affixed their signatures as follows:

THIS AGREEMENT CONTAINS A WAIVER AND RELEASE OF CLAIMS

READ CAREFULLY AND COMPLETELY BEFORE SIGNING

EMPLOYEE

Employee Signature Date

Witness Date

WAVERLY COMMUNITY SCHOOLS

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

By _____
 Its _____

By _____
 Its _____

By _____
 Its _____

By _____
 Its _____

**WAVERLY COMMUNITY SCHOOLS
BOARD OF EDUCATION
REGULAR MEETING
November 23, 2009**

FOR DISCUSSION

Subject: Voluntary Severance Agreement - Principals

Recommendation:

The Superintendent recommends the Board of Education approve the mid-year voluntary severance agreement for those principals on with at least 9 years of service to the District. This agreement provides \$30,000, over two fiscal years, for eligible participants as defined by the attached documents.

Statement of Purpose/Issue:

The purpose of the voluntary severance agreement is to provide an incentive for senior staff to resign allowing for reassignment of administrative duties. The severance from employment is on January 22, 2010.

Budget Impact:

The impact on the 2009-2010 year is an average savings of \$40,000 for every staff person who is eligible.

Rationale for Recommendation:

This incentive may create open positions that would not be filled, allowing reassignment of existing principals. The documents were prepared by the District's legal counsel.

Strategic Plan Reference:

Strategy #1: Curriculum, Instruction & Assessment: We will continue our efforts to provide instruction and assessment that will prepare our students to meet or exceed the state standards on all areas tested and demonstrate Waverly Essential Skills.

Strategy #2: Communications: We will enhance communications within the district and with the community to improve relationships among all key constituent groups to better achieve our mission.

WAVERLY COMMUNITY SCHOOLS

VOLUNTARY SEVERANCE PLAN – ADMINISTRATIVE PERSONNEL/ WAVERLY ADMINISTRATORS EDUCATION ASSOCIATION

This Voluntary Severance Plan ("VSP" or the "Plan") is entered into by and between the Board of Education of the Waverly Community Schools (hereinafter "Board") and the Waverly Administrators Education Association, MEA/NEA (hereinafter the "Association") pursuant to their 2008-2010 Master Agreement.

1. Purpose of Plan.

The purpose of this Plan is to assist eligible members of the Association's bargaining unit (as defined below) who may voluntarily elect to resign from the Waverly Community Schools. Participation in this Plan is entirely voluntary on the part of an eligible employee. Employees participating in the VSP are agreeing to receive the VSP benefit in exchange for relinquishing their contractual and any tenure rights to continued employment with the Waverly Community Schools as well as in exchange for the releases given by the employee in the VSP Agreement and Waiver/Release of Claims.

2. Minimum and Maximum Participation. This Plan shall not become effective without a minimum of one (1) eligible participant from the Association's bargaining unit. There is no maximum number of participants.

3. Eligibility Criteria.

To be eligible to participate in the Plan, a bargaining unit member must satisfy **all** of the following requirements:

- A. The bargaining unit member must have nine (9) or more years of service as a teacher or administrator with Waverly Community Schools as of January 22, 2010.
- B. The bargaining unit member must be actively employed with the Board on a regular full-time or regular part-time basis on January 22, 2010 or be on approved leave at that time.

Bargaining unit members on layoff are not eligible for the VSP.

- C. The bargaining unit member must submit a signed VSP Agreement and Waiver/Release of Claims form, and a written resignation (with an effective date of January 22, 2010) to the Board in accordance with the terms of this Plan.
- D. The bargaining unit member must make written application to participate in VSP not later than the deadline specified in this Plan. Bargaining unit members shall not be eligible to apply for participation in this Plan after 4:00 p.m. on January 22, 2010.

4. Open Window Provision.

Up to and including January 22, 2010, eligible bargaining unit members (as defined immediately above in ¶ 3 of this Plan) may make application for participation in the VSP under the following timelines and conditions:

- A. Eligible bargaining unit members desiring to participate in the VSP must concurrently submit a signed resignation and signed VSP Agreement and Waiver/Release of Claims to the Human Resources office not later than 4:00 p.m. on January 22, 2010. Failure to submit a written resignation (with an effective date of January 22, 2010), as well as a signed VSP Agreement and Waiver/Release of Claims results in a bargaining unit member being ineligible for participation in the VSP.
- B. A bargaining unit member's resignation will not be processed or accepted by the Board until the Plan has become effective due to having attained the minimum of one participant, as specified in paragraph 2, above.

5. Separation Date.

An eligible bargaining unit member who elects to participate in the VSP must indicate in writing at the time of electing to participate in the VSP that his/her effective date of resignation will be January 22, 2010.

The bargaining unit member's resignation shall become irrevocable and binding upon acceptance by the Board (or its designee), subject only to the revocation provisions found in ¶ 5 of Attachment B. The effective date of resignation shall not be altered absent a mutual subsequent written agreement between the Board and the employee.

6. Benefits and Exclusions.

- A. The aggregate benefit to be remitted by the Board on behalf of each full-time eligible bargaining unit member participating in the VSP shall be Thirty Thousand Dollars (\$30,000). The VSP benefit will be pro-rated for part-time administrators, based on the ratio of the part-time administrator's schedule to a full-time schedule.

The aggregate benefit (as described above) remitted by the Board on behalf of a VSP participant shall be deposited to an employer discretionary 403b annuity designated by the administrator from the annuity products available through the Board's 403b Plan.

- B. Eligible administrators participating in the VSP shall not have the option of receiving the VSP benefit in any form other than through a non-elective employer-contributed 403(b) tax deferred annuity, as described above. No cash option is available.
- C. Subject to applicable contribution limits under Section 415(c) of the Internal Revenue Code (the "IRC"), payment of the VSP benefit amount will be made in two equal remittances of Fifteen Thousand Dollars (\$15,000) (pro-rated for part-time participants) for an aggregate benefit amount of Thirty Thousand Dollars (\$30,000).

The first remittance shall be made not earlier than April 1, 2010 but not later than April 15, 2010. The second remittance shall be made not earlier than July 1, 2011 nor later than July 15, 2011.

If VSP benefit payments would cause the Employee to exceed the Employee's applicable contribution limit under Section 415(c) of the IRC for the Employee's limitation year, the portion of the VSP benefit in excess of the Employee's applicable contribution limit shall be deferred up to one year, into the next succeeding limitation year, and at that time such

excess amount shall be paid into the employee's designated IRC 403(b) product as a non-elective employer contribution.

- D. If the VSP participant deceases prior to payment of the entire VSP benefit, the Board shall pay the remaining VSP benefit to the participant's designated beneficiary subject to IRS regulations and any applicable tax withholding. If the VSP participant does not have a written beneficiary designation on file with the Board at the time of death, any remainder of the VSP benefit payable shall be remitted according to the priorities set forth in MCL 408.480, subject to IRS regulations.
- E. The administrator is entirely and exclusively responsible for any income taxation consequences associated with the payment, contribution or withdrawal of any amounts contributed by the Board to a 403(b) annuity on behalf of the administrator as a VSP benefit. Without limitation of the above, the VSP participant is entirely and exclusively responsible for determining and complying with the limits under the Internal Revenue Code which are applicable to the 403(b) annuity contributions made on his/her behalf pursuant to the terms of the VSP. The VSP participant agrees to indemnify and hold harmless the Waverly Community Schools and its Board of Education from any and all amounts of tax liabilities, assessments or penalties which are attributable to any such excess contributions.
- F. In addition to the VSP benefit, eligible administrators shall be entitled to receive payment under the provisions of Section 9.6/Retirement according to the conditions set forth in Section 9.6 of the 2008-2010 Master Agreement between the Board and the Association.

7. Term of Plan.

This Plan shall be effective beginning on the date it is approved by both the Board and Association and shall terminate when all obligations and conditions of the Plan have been performed. This Plan shall replace and supersede any past such Plans or incentives and persons participating in those Plans or incentives shall not be eligible to participate in this Plan.

The creation of this opportunity to participate in this Plan is intended by the parties to serve as a benefit and opportunity for those eligible bargaining unit members who elect to voluntarily resign from Waverly Community Schools. The creation of this opportunity or institution of this Plan shall not be precedent setting and shall not in any way bind the Board and Association or their successors to incorporate such feature in any successor collective bargaining agreement or to otherwise perpetuate the conditions outlined herein beyond the above-stated VSP expiration date. This Plan shall not be regarded as an obligation, established working condition or as a term or condition of employment beyond the term specified above.

8. Conformity to Collective Bargaining Agreement.

The terms of this VSP and the attached VSP Agreement and Waiver/Release of Claims have been developed through the process of collective bargaining between the Board and the Association. Accordingly, the Board and the Association acknowledge and agree that nothing in the terms of the VSP or in the Waiver/Release of Claims shall be regarded as inconsistent with or contrary to the terms of their 2008-2010 Master Agreement or any successor contract.

Further, any disputes regarding the meaning or implementation of this VSP shall be processed through the grievance procedures set forth in the 2008-2010 Master Agreement or any successor collective bargaining agreement. In the event that a collective bargaining agreement between the Board and the Association has expired and has not been extended, the Board and the Association agree that any disputes regarding the meaning or implementation of this VSP shall be processed through and in accordance with the grievance procedures in the expired contract, including arbitration. This agreement to arbitrate is specific to disputes regarding the meaning or implementation of this VSP and shall not be regarded by the Board or the Association as an agreement to arbitrate other claims and disputes arising under any expired collective bargaining agreement between them.

9. Conformity to Law.

If any provision or application of this Plan or the VSP Agreement and Waiver/Release of Claims is determined to be invalid or contrary to law by a Court or administrative agency such provision shall be severed (to the extent required by law) but the remaining provisions of the VSP and/or the Waiver/Release of Claims shall not thereby be affected unless the severance results in a material change in the benefits or rights under the Plan of any party. In the latter event, the party claiming to be adversely affected shall give prompt written notice to the other party and shall confer with that party regarding an appropriate resolution of the matter.

WAVERLY COMMUNITY SCHOOLS

**WAVERLY ADMINISTRATORS
EDUCATION ASSOCIATION, MEA/NEA**

By _____
Its _____

By _____
Its _____

By _____
Its _____

By _____
Its _____

Date: _____

Date: _____

WAVERLY COMMUNITY SCHOOLS

VOLUNTARY SEVERANCE PLAN AGREEMENT AND WAIVER/RELEASE OF CLAIMS

This Voluntary Severance Plan Agreement ("VSP") Waiver/Release of Claims is entered into by, between and among _____ (hereinafter "Employee"), the Board of Education of the Waverly Community Schools (hereinafter "Board"), and the Waverly Administrators Education Association (hereinafter referred to as the "Association") pursuant to and in conformance with their 2008-2010 Master Agreement.

1. Employee acknowledges and agrees that he/she has voluntarily elected to participate in the Voluntary Severance Plan ("VSP" or "Plan") and accepts the benefit and conditions of the VSP as described in the Plan itself. Employee also acknowledges that he/she has read and that he/she understands the terms of the Voluntary Severance Plan, as well as the terms of this Agreement and Waiver/Release of Claims.

Employee acknowledges and agrees that he/she has voluntarily submitted his/her resignation from employment with the Waverly Community Schools according to the terms and conditions of the VSP. Employee acknowledges and understands that he/she could have rejected the offer to participate in the VSP and that such rejection would have had absolutely no impact or consequences upon his/her current or future employment or status with the Waverly Community Schools.

2. The Board acknowledges and agrees that it will provide the VSP benefit to Employee according to the terms and conditions of the VSP and this Agreement and Waiver/Release of Claims.

3. In exchange for the sums and benefits received under the terms of this Voluntary Severance Plan, Employee agrees to release the Board and the Association from all claims, demands, actions or liabilities that Employee may have against the Board and the Association of whatever kind, including, but not limited to, those that are related to Employee's employment with Waverly Community Schools, and the termination of that employment. For purposes of this provision, the term "Board" means the Waverly Community Schools, its Board of Education, individual Trustees of the Board of Education, administrators, employees and/or agents. For purposes of this provision, the term "Association" means the Waverly Administrators Education Association including the officers, employees and/or agents of those entities.

Employee agrees that this Release and Waiver of Claims covers, but is not limited to, claims arising under the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Family and Medical Leave Act, the Public Employment Relations Act, the Revised School Code, and any other federal or state law dealing with discrimination and employment. This includes, but is not limited to, discrimination based on sex, sexual orientation, race, national origin, religion, disability, veteran status, age, height or weight as well as claims for breach of the duty of fair representation. This Release covers claims both that the Employee knows about at the time he/she signs this document and those claims that the Employee may not know about but which have accrued by the time that the Employee signs this document.

Without limitation of the above, Employer acknowledges that his/her participation in the VSP and his/her signature on this Agreement and Waiver/Release of Claims constitutes an accord and satisfaction of all rights and obligations of employee and the Board under any existing contract of employment

between them. Upon signing this Agreement and Waiver/Release of Claims, any current contract of employment between employee and Waverly Community Schools shall be regarded as expired and as of no further effect or validity as of the effective date of employee's resignation. Further, Employee acknowledges and agrees that his/her resignation and his/her signature on this Agreement and Waiver/Release of Claims obviates any need for the District to institute contract non-renewal proceedings or to otherwise take any action to non-renew or terminate Employee's administrative contract of employment.

Employee agrees that he/she will not institute a claim or suit of any kind against the Board or the Association including, but not limited to, claims related to Employee's employment with Waverly Community Schools or Employee's separation from that employment. This promise not to sue does not apply to charges or complaints which the Employee may bring under the Age Discrimination in Employment Act to challenge the validity or enforceability of this Agreement and Waiver/Release of Claims.

Nothing in the above Waiver and Release of Claims shall constitute a limitation of the right of a VSP participant to file a Charge of Discrimination with the Equal Employment Opportunity Commission (EEOC) or to participate in an investigation or proceeding conducted by EEOC, in accordance with and to the extent provided by 29 USC § 626(f)(4).

4. Employee acknowledges and agrees that he/she has contacted and communicated with the Michigan Public School Employees Retirement System to obtain any and all necessary information and confirmation of his/her retirement eligibility, as well as his/her anticipated pension benefits under the Michigan Public School Employees Retirement System, including any impact or consequence(s) of the VSP thereon, and has determined that the terms and conditions of the VSP are acceptable and satisfactory to him/her.

Employee acknowledges and agrees that the Board (including its individual Board members, administrators, employees and/or agents) and the Association (including its individual members, employees and/or agents) have not made any representations or provided any advice to him/her with regard to his/her eligibility to purchase pension credits, his/her receipt of pension or insurance benefits, or the level of pension or insurance benefits he/she may be entitled to receive under the Michigan Public School Employees Retirement Act.

Employee agrees that he/she will not attempt to hold any of the above parties responsible with respect to any dispute or controversy which may arise regarding his/her eligibility to purchase or receive pension or insurance benefits from the Michigan Public School Employees Retirement System as a result of his/her acceptance of the VSP benefit. This does not affect Employee's right to pursue any such dispute directly with the Michigan Public School Employees Retirement System.

Employee is exclusively, solely and entirely responsible for any taxation consequences resulting from his/her participation in the VSP and the remittance of the VSP benefit on his/her behalf by the Board. Without limitation of the above, Employee agrees that he/she is solely and exclusively responsible for any taxation consequences attributable to Employee exceeding the applicable contribution limit under Section 415(c) of the Internal Revenue Code, as well as for any taxation consequences and penalties attributable to Employee's withdrawal of amounts contributed on his/her behalf by the Board to a IRC 403(b) product as a non-elective employer contribution.

5. Employee acknowledges and agrees that he/she has been provided at least forty-five (45) days within which to consider the terms of this Agreement and Waiver/ Release and the decision to resign from the Waverly Community Schools and to participate in the VSP. If Employee signs and returns this Waiver/Release of Claims (Attachment B) prior to expiration of the forty-five (45) day period, he/she represents that this has been done as a matter of his/her own desire and that no suggestion or request to that effect has been made by either the Board (including individual Board members, employees and/or agents) or by the Association (including its individual members, employees and/or agents).

Further, Employee acknowledges that after he/she signs this Agreement and submits his/her resignation that he/she has a seven (7) day period within which to revoke this Agreement and to rescind his/her resignation from Waverly Community Schools. Any such revocation and rescission must be in writing and delivered to the Human Resources.

If such revocation and rescission is made, the employee's VSP participation shall immediately be cancelled. If such revocation and rescission is not made, the employee's resignation and decision to participate in the VSP becomes irrevocable without further action by any party.

Any waiver of age discrimination claims under the Older Workers Benefit Protection Act and the Age Discrimination in Employment Act shall not become effective or enforceable until after expiration of the seven (7) day revocation period. Also, this Agreement and Waiver/Release does not waive any age discrimination claims that may arise after the date on which it becomes effective.

Further, Employee acknowledges and agrees that he/she has been informed in writing of the employees eligible to participate in the VSP and any eligibility factors and/or time limits applicable to receive payment of the VSP benefit. Employee acknowledges and agrees that he/she has received written notification of job titles and ages of all individuals eligible or who have elected to receive the VSP benefit and the ages of any individuals in the bargaining unit who are not eligible for the VSP benefit.

6. Employee acknowledges that he/she is and has therefore been advised in writing to consult with an attorney prior to accepting and signing this Agreement and Waiver/Release and that he/she has had a reasonable opportunity to consult with an attorney and/or seek other professional and personal consultation and advice from others of his/her own choosing with respect to the content, terms and effects of this Agreement and Waiver/Release as well as the terms of the VSP.

Employee also represents that he/she has carefully read and fully understands all of the provisions of this Agreement and Waiver/Release, and the VSP itself. Employee further agrees that he/she has not relied upon any representation or statement, written or oral, not set forth in this document, or in the VSP itself.

Further, Employee represents that he/she has entered into this Agreement and Waiver/Release and has submitted his/her resignation from the Waverly Community Schools pursuant to the VSP voluntarily and has not been subject to any duress, intimidation or coercion with respect thereto by the Board (including its individual Board members, administrators, employees and/or agents) nor by the Association (including its individual members, employees and/or agents).

7. Employee acknowledges that no other representations have been made to him/her regarding the availability, unavailability, level or character of retirement or severance benefits which may or may not be available in the future to employees of the Board, including those employees in the bargaining unit represented by the Association. Employee affirms that the terms of the VSP represent

good and valuable consideration for his/her resignation of employment, contractual and tenure rights, irrespective of any separation or retirement incentive benefits or opportunities which may become available in the future to members of the bargaining unit represented by the Association or to other employees of the Board. Employee recognizes that increased, different or reduced benefits and/or additional programs of the same or similar nature as VSP may in the future be made available through the process of collective bargaining between the Board and the Association and expressly agrees that he/she has not relied upon any representations to the contrary.

8. Employee agrees that his/her eligibility for participation in the VSP has been derived from the collective bargaining process between the Board and the Association and that any asserted breach of the VSP or this Agreement and Waiver/Release of Claims, shall be subject to resolution through the grievance procedures set forth in the 2008-2010 Master Agreement (as extended) or any successor collective bargaining agreement. In the event that a collective bargaining agreement between the Board and the Association has expired and has not been extended, any disputes regarding the meaning or implementation of the VSP shall be processed through and in accordance with the grievance procedures in the expired contract, including arbitration. This agreement to arbitrate is specific to disputes regarding the meaning or implementation of the VSP and shall not be regarded as an agreement to arbitrate other claims and disputes arising under an expired collective bargaining agreement.

9. Employee acknowledges and understands that his/her voluntary resignation is intended to preclude his/her application for and receipt of unemployment benefits under the provisions of the Michigan Employment Security Act and may be presented to disqualify him/her from receipt of unemployment compensation benefits as evidence of a voluntary termination of employment without cause attributable to the Board.

Should employee make application for and receive unemployment compensation benefits or workers compensation benefits to attributable to his/her employment with Waverly Community Schools, any amount payable to him/her under the terms of the VSP shall be reduced by the amount of any unemployment compensation benefits received by him/her which are chargeable to the Waverly Community Schools or its insurers.

10. Employee acknowledges and agrees that his/her receipt of the final signed copy of this Voluntary Severance Plan Agreement and Waiver/Release of Claims, following the decision and action of the Board to accept his/her resignation of employment with the Waverly Community Schools, constitutes full and complete notice of the decision and action of the Board with respect to his/her resignation and separation from employment and also constitutes notice to him/her of the right of a tenured teacher under the Michigan Teachers' Tenure Act to appeal that decision and action of the Board to the State Tenure Commission.

Employee hereby specifically acknowledges notification to him/her that Article VI, Section 1 of the Michigan Teachers' Tenure Act provides:

“A teacher who has achieved continuing tenure status may appeal to the Tenure Commission any decision of a controlling Board under this Act, other than a decision governed by Article IV on discharge or demotion of a teacher on continuing tenure, within 20 days from the date of the decision. The Tenure Commission shall provide for a hearing on the appeal. Notice and conduct of the hearing shall be the same as provided in Article IV and in rules promulgated by the Tenure Commission.”

11. Employee's participation in the VSP (provided he/she satisfies the VSP eligibility criteria) is at employee's option, at his/her sole discretion, since the Board has no practice, policy, or procedure, formal or informal, written or unwritten, which would require any eligible employee to sign this Agreement or to participate in the VSP. If anyone has made any statements which Employee interprets as directly, indirectly or "constructively" requiring him/her or encouraging him/her to sign this Agreement or to participate in the VSP, Employee is hereby specifically informed and advised that he/she should not rely on such statements, since they do not constitute the position of the Waverly Community Schools.

If anyone has informed Employee that no other retirement or severance benefits may become available to Employee in the future should Employee *not* resign now and participate in the VSP, Employee is hereby *specifically informed and advised that he/she should not rely on such statements.*

If anyone has made statements or representations to Employee regarding his/her separation benefits or conditions which are inconsistent with or additional to the terms of the VSP Employee is hereby *specifically informed and advised that he/she should not rely on such statements or representations in deciding whether or not to participate in VSP.*

This Agreement and Waiver/Release of Claims is entered into by me this _____ day of _____, 2009, by and between the Board and the Employee who have affixed their signatures as follows:

THIS AGREEMENT CONTAINS A WAIVER AND RELEASE OF CLAIMS

READ CAREFULLY AND COMPLETELY BEFORE SIGNING

EMPLOYEE

Employee Signature Date

Witness Date

WAVERLY COMMUNITY SCHOOLS

**WAVERLY ADMINISTRATORS
EDUCATION ASSOCIATION**

By _____
Its _____

By _____
Its _____

By _____
Its _____

By _____
Its _____

**WAVERLY COMMUNITY SCHOOLS
BOARD OF EDUCATION
REGULAR MEETING
November 23, 2009**

FOR DISCUSSION

Subject: Voluntary Severance Agreement - Administrators

Recommendation:

The Superintendent recommends the Board of Education approve the mid-year voluntary severance agreement for those administrators on with at least 9 years of service to the District. This agreement provides \$30,000, over two fiscal years, for eligible participants as defined by the attached documents.

Statement of Purpose/Issue:

The purpose of the voluntary severance agreement is to provide an incentive for senior staff to resign allowing for reassignment of administrative duties. The severance from employment is on January 22, 2010.

Budget Impact:

The impact on the 2009-2010 year is a savings of \$45,000 for every staff person who is eligible.

Rationale for Recommendation:

This incentive may create open positions that would not be filled. The documents were prepared by the District's legal counsel.

Strategic Plan Reference:

Strategy #1: Curriculum, Instruction & Assessment: We will continue our efforts to provide instruction and assessment that will prepare our students to meet or exceed the state standards on all areas tested and demonstrate Waverly Essential Skills.

Strategy #2: Communications: We will enhance communications within the district and with the community to improve relationships among all key constituent groups to better achieve our mission.

WAVERLY COMMUNITY SCHOOLS

VOLUNTARY SEVERANCE PLAN WAVERLY ADMINISTRATORS/NON-UNION

This Voluntary Severance Plan ("VSP" or the "Plan") is adopted by the Board of Education of the Waverly Community Schools (hereinafter "Board") according to the following terms and conditions. This Plan is available to eligible administrators (as defined in Section 3) who are not exclusively represented by the Waverly Administrators Education Association.

1. Purpose of Plan.

The purpose of this Plan is to assist eligible administrators (as defined below) who may voluntarily elect to resign from the Waverly Community Schools. Participation in this Plan is entirely voluntary on the part of an eligible employee. Employees participating in the VSP are agreeing to receive the VSP benefit in exchange for relinquishing their contractual and any tenure rights to continued employment with the Waverly Community Schools as well as in exchange for the releases given by the employee in the VSP Agreement and Waiver/Release of Claims.

2. Minimum and Maximum Participation. This Plan shall not become effective without a minimum of one (1) eligible participant. There is no maximum number of participants.

3. Eligibility Criteria.

To be eligible to participate in the Plan, a administrator must satisfy all of the following requirements:

- A. The administrator must have nine (9) or more years of service as a teacher or administrator with Waverly Community Schools as of January 22, 2010.
- B. The administrator must be actively employed under contract with the Board in an administrative capacity on a regular full-time or regular part-time basis on January 22, 2010 or be on approved leave at that time.
- C. The administrator must submit a signed VSP Agreement and Waiver/Release of Claims form, and a written resignation (with an effective date of January 22, 2010) to the Board in accordance with the terms of this Plan.
- D. The administrator must make written application to participate in VSP not later than the deadline specified in this Plan. Administrators shall not be eligible to apply for participation in this Plan after 4:00 p.m. on January 22, 2010.

4. Open Window Provision.

Up to and including January 22, 2010, eligible administrator (as defined immediately above in ¶ 3 of this Plan) may make application for participation in the VSP under the following timelines and conditions:

- A. Eligible administrators desiring to participate in the VSP must concurrently submit a signed resignation and signed VSP Agreement and Waiver/Release of Claims to the Human Resources office not later than 4:00 p.m. on January 22, 2010. Failure to submit a written resignation (with an effective date of January 22, 2010), as well as a signed VSP Agreement and Waiver/Release of Claims results in an administrator being ineligible for participation in the VSP.
- B. An administrator's resignation will not be processed or accepted by the Board until the Plan has become effective due to having attained the minimum of one participant, as specified in paragraph 2, above.

5. Separation Date.

An eligible administrator who elects to participate in the VSP must indicate in writing at the time of electing to participate in the VSP that his/her effective date of resignation will be January 22, 2010.

The administrator's resignation shall become irrevocable and binding upon acceptance by the Board (or its designee), subject only to the revocation provisions found in ¶ 5 of Attachment B. The effective date of resignation shall not be altered absent a mutual subsequent written agreement between the Board and the employee.

6. Benefits and Exclusions.

- A. The aggregate benefit to be remitted by the Board on behalf of each full-time eligible administrator participating in the VSP shall be Thirty Thousand Dollars (\$30,000). The VSP benefit will be pro-rated for part-time administrators, based on the ratio of the part-time administrator's schedule to a full-time schedule.

The aggregate benefit (as described above) remitted by the Board on behalf of a VSP participant shall be deposited to an employer discretionary 403b annuity designated by the administrator from the annuity products available through the Board's 403b Plan.

- B. Eligible administrators participating in the VSP shall not have the option of receiving the VSP benefit in any form other than through a non-elective employer-contributed 403(b) tax deferred annuity, as described above. No cash option is available.
- C. Subject to applicable contribution limits under Section 415(c) of the Internal Revenue Code (the "IRC"), payment of the VSP benefit amount will be made in two equal remittances of Fifteen Thousand Dollars (\$15,000) (pro-rated for part-time participants) for an aggregate benefit amount of Thirty Thousand Dollars (\$30,000).

The first remittance shall be made not earlier than April 1, 2010 but not later than April 15, 2010. The second remittance shall be made not earlier than July 1, 2011 nor later than July 15, 2011.

If VSP benefit payments would cause the Employee to exceed the Employee's applicable contribution limit under Section 415(c) of the IRC for the Employee's limitation year, the portion of the VSP benefit in excess of the Employee's applicable contribution limit shall be deferred up to one year, into the next succeeding limitation year, and at that time such excess amount shall be paid into the employee's designated IRC 403(b) product as a non-elective employer contribution.

- D. If the VSP participant deceases prior to payment of the entire VSP benefit, the Board shall pay the remaining VSP benefit to the participant's designated beneficiary subject to IRS regulations and any applicable tax withholding. If the VSP participant does not have a written beneficiary designation on file with the Board at the time of death, any remainder of the VSP benefit payable shall be remitted according to the priorities set forth in MCL 408.480, subject to IRS regulations.
- E. The administrator is entirely and exclusively responsible for any income taxation consequences associated with the payment, contribution or withdrawal of any amounts contributed by the Board to a 403(b) annuity on behalf of the administrator as a VSP benefit. Without limitation of the above, the VSP participant is entirely and exclusively responsible for determining and complying with the limits under the Internal Revenue Code which are applicable to the 403(b) annuity contributions made on his/her behalf pursuant to the terms of the VSP. The VSP participant agrees to indemnify and hold harmless the Waverly Community Schools and its Board of Education from any and all amounts of tax liabilities, assessments or penalties which are attributable to any such excess contributions.

7. Term of Plan.

This Plan shall be effective beginning on the date it is approved by the Board and shall terminate when all obligations and conditions of the Plan have been performed. This Plan shall replace and supersede any past such Plans or incentives and persons participating in those Plans or incentives shall not be eligible to participate in this Plan.

The creation of this opportunity to participate in this Plan is intended by the parties to serve as a benefit and opportunity for those eligible administrators who elect to voluntarily resign from Waverly Community Schools. The creation of this opportunity or institution of this Plan shall not be precedent setting and shall not in any way bind the Board to continue or to otherwise perpetuate the conditions outlined herein beyond the above-stated VSP expiration date. This Plan shall not be regarded as an obligation, established working condition or as a term or condition of employment, express or implied, beyond the term specified above.

8. Conformity to Law.

If any provision or application of this Plan or the VSP Agreement and Waiver/Release of Claims is determined to be invalid or contrary to law by a Court or administrative agency such provision shall be severed (to the extent required by law) but the remaining provisions of the VSP and/or the Waiver/Release of Claims shall not thereby be affected.

**WAVERLY COMMUNITY SCHOOLS
BOARD OF EDUCATION**

By _____
Its _____

By _____
Its _____

Date: _____

WAVERLY COMMUNITY SCHOOLS

VOLUNTARY SEVERANCE PLAN AGREEMENT AND WAIVER/RELEASE OF CLAIMS

This Voluntary Severance Plan Agreement ("VSP") Waiver/Release of Claims is entered into by and between _____ (hereinafter "Employee"), and the Board of Education of the Waverly Community Schools (hereinafter "Board").

1. Employee acknowledges and agrees that he/she has voluntarily elected to participate in the Voluntary Severance Plan ("VSP" or "Plan") and accepts the benefit and conditions of the VSP as described in the Plan itself. Employee also acknowledges that he/she has read and that he/she understands the terms of the Voluntary Severance Plan, as well as the terms of this Agreement and Waiver/Release of Claims.

Employee acknowledges and agrees that he/she has voluntarily submitted his/her resignation from employment with the Waverly Community Schools according to the terms and conditions of the VSP. Employee acknowledges and understands that he/she could have rejected the offer to participate in the VSP and that such rejection would have had absolutely no impact or consequences upon his/her current or future employment or status with the Waverly Community Schools.

2. The Board acknowledges and agrees that it will provide the VSP benefit to Employee according to the terms and conditions of the VSP and this Agreement and Waiver/Release of Claims.

3. In exchange for the sums and benefits received under the terms of this Voluntary Severance Plan, Employee agrees to release the Board from all claims, demands, actions or liabilities that Employee may have against the Board of whatever kind, including, but not limited to, those that are related to Employee's employment with Waverly Community Schools, and the termination of that employment. For purposes of this provision, the term "Board" means the Waverly Community Schools, its Board of Education, individual Trustees of the Board of Education, administrators, employees and/or agents.

Employee agrees that this Release and Waiver of Claims covers, but is not limited to, claims arising under the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Family and Medical Leave Act, the Public Employment Relations Act, the Revised School Code, and any other federal or state law dealing with discrimination and employment. This includes, but is not limited to, discrimination based on sex, sexual orientation, race, national origin, religion, disability, veteran status, age, height or weight. This Release covers claims both that the Employee knows about at the time he/she signs this document and those claims that the Employee may not know about but which have accrued by the time that the Employee signs this document.

Without limitation of the above, Employer acknowledges that his/her participation in the VSP and his/her signature on this Agreement and Waiver/Release of Claims constitutes an accord and satisfaction of all rights and obligations of employee and the Board under any existing contract of employment between them. Upon signing this Agreement and Waiver/Release of Claims, any current contract of employment between employee and Waverly Community Schools shall be regarded as expired and as of no further effect or validity as of the effective date of employee's

resignation. Further, Employee acknowledges and agrees that his/her resignation and his/her signature on this Agreement and Waiver/Release of Claims obviates any need for the District to institute contract non-renewal proceedings or to otherwise take any action to non-renew or terminate Employee's administrative contract of employment.

Employee agrees that he/she will not institute a claim or suit of any kind against the Board or the Association including, but not limited to, claims related to Employee's employment with Waverly Community Schools or Employee's separation from that employment. This promise not to sue does not apply to charges or complaints which the Employee may bring under the Age Discrimination in Employment Act to challenge the validity or enforceability of this Agreement and Waiver/Release of Claims.

Nothing in the above Waiver and Release of Claims shall constitute a limitation of the right of a VSP participant to file a Charge of Discrimination with the Equal Employment Opportunity Commission (EEOC) or to participate in an investigation or proceeding conducted by EEOC, in accordance with and to the extent provided by 29 USC § 626(f)(4).

4. Employee acknowledges and agrees that he/she has contacted and communicated with the Michigan Public School Employees Retirement System to obtain any and all necessary information and confirmation of his/her retirement eligibility, as well as his/her anticipated pension benefits under the Michigan Public School Employees Retirement System, including any impact or consequence(s) of the VSP thereon, and has determined that the terms and conditions of the VSP are acceptable and satisfactory to him/her.

Employee acknowledges and agrees that the Board (including its individual Board members, administrators, employees and/or agents) has not made any representations or provided any advice to him/her with regard to his/her eligibility to purchase pension credits, his/her receipt of pension or insurance benefits, or the level of pension or insurance benefits he/she may be entitled to receive under the Michigan Public School Employees Retirement Act.

Employee agrees that he/she will not attempt to hold any of the above parties responsible with respect to any dispute or controversy which may arise regarding his/her eligibility to purchase or receive pension or insurance benefits from the Michigan Public School Employees Retirement System as a result of his/her acceptance of the VSP benefit. This does not affect Employee's right to pursue any such dispute directly with the Michigan Public School Employees Retirement System.

Employee is exclusively, solely and entirely responsible for any taxation consequences resulting from his/her participation in the VSP and the remittance of the VSP benefit on his/her behalf by the Board. Without limitation of the above, Employee agrees that he/she is solely and exclusively responsible for any taxation consequences attributable to Employee exceeding the applicable contribution limit under Section 415(c) of the Internal Revenue Code, as well as for any taxation consequences and penalties attributable to Employee's withdrawal of amounts contributed on his/her behalf by the Board to a IRC 403(b) product as a non-elective employer contribution.

5. Employee acknowledges and agrees that he/she has been provided at least forty-five (45) days within which to consider the terms of this Agreement and Waiver/ Release and the decision to resign from the Waverly Community Schools and to participate in the VSP. If Employee signs

and returns this Waiver/Release of Claims (Attachment B) prior to expiration of the forty-five (45) day period, he/she represents that this has been done as a matter of his/her own desire and that no suggestion or request to that effect has been made by the Board (including individual Board members, employees and/or agents).

Further, Employee acknowledges that after he/she signs this Agreement and submits his/her resignation that he/she has a seven (7) day period within which to revoke this Agreement and to rescind his/her resignation from Waverly Community Schools. Any such revocation and rescission must be in writing and delivered to the Human Resources.

If such revocation and rescission is made, the employee's VSP participation shall immediately be cancelled. If such revocation and rescission is not made, the employee's resignation and decision to participate in the VSP becomes irrevocable without further action by any party.

Any waiver of age discrimination claims under the Older Workers Benefit Protection Act and the Age Discrimination in Employment Act shall not become effective or enforceable until after expiration of the seven (7) day revocation period. Also, this Agreement and Waiver/Release does not waive any age discrimination claims that may arise after the date on which it becomes effective.

Further, Employee acknowledges and agrees that he/she has been informed in writing of the employees eligible to participate in the VSP and any eligibility factors and/or time limits applicable to receive payment of the VSP benefit. Employee acknowledges and agrees that he/she has received written notification of job titles and ages of all individuals eligible or who have elected to receive the VSP benefit and the ages of any individuals in the bargaining unit who are not eligible for the VSP benefit.

6. Employee acknowledges that he/she is and has therefore been advised in writing to consult with an attorney prior to accepting and signing this Agreement and Waiver/Release and that he/she has had a reasonable opportunity to consult with an attorney and/or seek other professional and personal consultation and advice from others of his/her own choosing with respect to the content, terms and effects of this Agreement and Waiver/Release as well as the terms of the VSP.

Employee also represents that he/she has carefully read and fully understands all of the provisions of this Agreement and Waiver/Release, and the VSP itself. Employee further agrees that he/she has not relied upon any representation or statement, written or oral, not set forth in this document, or in the VSP itself.

Further, Employee represents that he/she has entered into this Agreement and Waiver/Release and has submitted his/her resignation from the Waverly Community Schools pursuant to the VSP voluntarily and has not been subject to any duress, intimidation or coercion with respect thereto by the Board (including its individual Board members, administrators, employees and/or agents).

7. Employee acknowledges that no other representations have been made to him/her regarding the availability, unavailability, level or character of retirement or severance benefits which may or may not be available in the future to employees of the Board. Employee affirms that the terms of the VSP represent good and valuable consideration for his/her resignation of employment,

contractual and tenure rights, irrespective of any separation or retirement incentive benefits or opportunities which may become available in the future to other employees of the Board. Employee recognizes that increased, different or reduced benefits and/or additional programs of the same or similar nature as VSP may in the future be made available by authorization and approval of the Board and expressly agrees that he/she has not relied upon any representations to the contrary.

8. Employee acknowledges and understands that his/her voluntary resignation is intended to preclude his/her application for and receipt of unemployment benefits under the provisions of the Michigan Employment Security Act and may be presented to disqualify him/her from receipt of unemployment compensation benefits as evidence of a voluntary termination of employment without cause attributable to the Board.

Should employee make application for and receive unemployment compensation benefits or workers compensation benefits to attributable to his/her employment with Waverly Community Schools, any amount payable to him/her under the terms of the VSP shall be reduced by the amount of any unemployment compensation benefits received by him/her which are chargeable to the Waverly Community Schools or its insurers.

9. Employee acknowledges and agrees that his/her receipt of the final signed copy of this Voluntary Severance Plan Agreement and Waiver/Release of Claims, following the decision and action of the Board to accept his/her resignation of employment with the Waverly Community Schools, constitutes full and complete notice of the decision and action of the Board with respect to his/her resignation and separation from employment and also constitutes notice to him/her of the right of a tenured teacher under the Michigan Teachers' Tenure Act to appeal that decision and action of the Board to the State Tenure Commission.

Employee hereby specifically acknowledges notification to him/her that Article VI, Section 1 of the Michigan Teachers' Tenure Act provides:

“A teacher who has achieved continuing tenure status may appeal to the Tenure Commission any decision of a controlling Board under this Act, other than a decision governed by Article IV on discharge or demotion of a teacher on continuing tenure, within 20 days from the date of the decision. The Tenure Commission shall provide for a hearing on the appeal. Notice and conduct of the hearing shall be the same as provided in Article IV and in rules promulgated by the Tenure Commission.”

10. Employee's participation in the VSP (provided he/she satisfies the VSP eligibility criteria) is at employee's option, at his/her sole discretion, since the Board has no practice, policy, or procedure, formal or informal, written or unwritten, which would require any eligible employee to sign this Agreement or to participate in the VSP. If anyone has made any statements which Employee interprets as directly, indirectly or "constructively" requiring him/her or encouraging him/her to sign this Agreement or to participate in the VSP, Employee is hereby specifically informed and advised that he/she should not rely on such statements, since they do not constitute the position of the Waverly Community Schools.

If anyone has informed Employee that no other retirement or severance benefits may become available to Employee in the future should Employee *not* resign now and participate in the VSP, Employee is hereby *specifically informed and advised that he/she should not rely on such statements.*

If anyone has made statements or representations to Employee regarding his/her separation benefits or conditions which are inconsistent with or additional to the terms of the VSP Employee is hereby *specifically informed and advised that he/she should not rely on such statements or representations in deciding whether or not to participate in VSP.*

This Agreement and Waiver/Release of Claims is entered into by me this _____ day of _____, 2009, by and between the Board and the Employee who have affixed their signatures as follows:

THIS AGREEMENT CONTAINS A WAIVER AND RELEASE OF CLAIMS

READ CAREFULLY AND COMPLETELY BEFORE SIGNING

EMPLOYEE

Employee Signature Date Witness Date

WAVERLY COMMUNITY SCHOOLS

By _____
Its _____

By _____
Its _____

**WAVERLY COMMUNITY SCHOOLS
BOARD OF EDUCATION
REGULAR MEETING
November 23, 2009**

FOR DISCUSSION

Subject: Budget Update

The District has received word from the State there will be mid-year funding cuts for the 2009-2010 school year. The cuts consist of \$292 per pupil which all school districts in the State will receive and \$275 per student, or all of Waverly's 20j funding. The cut totals approximately \$1.68 million. This is in addition to the \$1.2 million deficit the Board of Education has already approved for the 09-10 school year.

**WAVERLY COMMUNITY SCHOOLS
BOARD OF EDUCATION
REGULAR MEETING
November 23, 2009**

FOR INFORMATION

Subject: Staffing 2009-2010

Total Full Time Equivalent (FTE) for the 2008-09 school year was 199.25. The total FTE for certified staff for the 2009-10 school year is 196.55.

Student enrollment blended count for the 2008-09 school year was 3,078. A total K-12 unaudited blended count for the 2009-10 school year as of the 4th Wednesday is 2,990.

**WAVERLY COMMUNITY SCHOOLS
BOARD OF EDUCATION
REGULAR MEETING
November 23, 2009**

For Discussion

Subject: High School Program of Studies 2010-2011

Recommendation:

The Superintendent recommends the Board of Education approve the following changes to Waverly High School's Program of Studies for 2010-2011:

Prerequisites: All prerequisites have the word "recommended" added. It is our goal to follow department requested prerequisites as long as the prerequisites do not hinder progress for a student to graduate within the cohort graduation rate. Core Departments added additional prerequisite requirements.

English: Eliminated two courses

Career Technology Education: Journalism – Yearbook has been removed and will become a Schedule B club activity

Social Studies: Course descriptions for Essential Government and Economics courses

Math: The addition of the second Algebra 2 with Trig course to allow students to earn two credits for Algebra II per the Michigan Merit Curriculum

Additional Language: Testing Out, AP Classes, Earning Graduation Credits, Change of Grade Policy (eliminated), Top Ten Requirements

Statement of Purpose/Issue:

This is the time of year that High School Program of Studies issues are brought to the Board of Education. This occurs so that development of the 2010-2011 course scheduling can begin. This includes the revision and printing of the High School Program of Studies booklet which is used in the process for course selection. These recommendations will provide each student more course options appropriate to their educational needs, while still allowing them to meet local and state standards. At this time the curriculum content and materials are in place for all courses listed above.

Budget Impact:

No impact

Goals Addressed:

Strategy #1 of the Strategic Plan: We will continue our efforts to provide instruction and assessment that will prepare our students to meet or exceed state standards on all areas tested and demonstrate Waverly Essential Skills.

Objective #3 of the Strategic Plan: Each of our students will demonstrate the ability to think, problem solve, communicate, and apply social and technological skills (Waverly's Essential Skills) as measured by standards set at the 4th, 6th, 8th grade and high school benchmarks.

Objective #4 of the Strategic Plan: The percentage of students in all identified demographic groups who meet or exceed the state standards on all areas tested in the Michigan Education Assessment Program will increase annually.

Date: November 9, 2009	Committee: Facilities and Policy	
Agenda Items	Discussion	Disposition
SR2S Update	The project is now complete. The pedestrian crosswalk light is now operational. The punch list will be completed by the Eaton County Road Commission.	The HS and MS have been asked to make an announcement to students about the use of the crosswalk and stress that they use appropriate crosswalks.
Delta Township Sign	A request was made by Delta to place a sign 12' by 4' in size indicating the Pool Entrance and other information. The committee requested that the administration will contact Delta to share the committee's support of a smaller size sign.	The administration will work with Delta on this request.
Youth Football Proposal	A request was made to construct a combination press box/concession stand/storage area. This building would be 24' by 36' and 22' tall. The committee did not support this size of structure on the site as this area is used by multiple sports and the building would only be for one program. The committee would consider other ideas.	The administration will contact the Youth Football organization.
SOC Notification	The SOC acceptance notification was revised to include a statement regarding the possibility of reassigning students to other buildings. This addresses the issue brought to Board in September. The administration indicated that all reassignments are carefully considered and will continue to do so in the future.	Communication will be made with the parents who raised this question.
Future needs: Discussion	A discussion centered around the limited resources and the operational needs of the district. The day to day needs will be addressed as well as emergency issues. A list of items needing attention outside of this will be kept and addressed as resources become available. Future considerations include parking lots, concrete repair, fencing around the service building, attention to the competition athletic facilities (this may need support from booster groups). We discussed the implementation of energy efficient products. We continue to review and address this on an ongoing basis and resources are available.	No recommendation for capital improvements. A follow up on the status of electrical appliances will be done.

<p>Future Enrollment: Discussion</p> <p>Other:</p>	<p>The district enrollment procedures were discussed. The district is enrolling nonresident students who meet the qualifiers of School of Choice and Tuition where space is available.</p> <p>The administration reviewed a letter from State Superintendent Flanagan reminding districts that students who violate a rule which requires consideration of mandatory expulsion must be taken to the Board for this purpose. No deals should be made with regard to mandatory expulsion.</p>	<p>At this time, Tuition will open on a space available basis for second semester.</p>
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**WAVERLY COMMUNITY SCHOOLS
BOARD OF EDUCATION
REGULAR BOARD MEETING
November 23, 2009**

Report #09-28

FOR ACTION

Subject: **Change the Annual School Board Election**

Recommendation:

The Superintendent recommends the Board of Education move its annual school board election from May to November.

Statement of Purpose:

Moving the annual election to November will significantly reduce the cost to the District.

Budget Impact:

Waverly could share the election costs with Lansing Community College in the odd-numbered years. There would be no cost to the District during the even-numbered years.

Historical Perspective:

Several years ago, the legislature restructured the school board election process, offering different options to school districts. The Waverly Board of Education considered these options over the years, but remained with the annual May election. Because of increasing costs involved with holding school board elections and decreasing revenue from the state, the Board of Education approved, in concept, in June of 2009 moving the Board's election to a time when it would incur either no cost or share in the cost with another agency. At the Board's work study session on October 26, 2009, the Board further discussed the election issue and suggested moving the election to November annually. By choosing this option, the Board's structure will remain relatively the same, with one or two seats on the election ballot annually.

Discussion of Options:

The Board may reject the above recommendation, remain with the annual May election, or choose either the even year November election or the odd year November election.

Rationale for Proposal:

This option allows the Board to be fiscally responsible, while still maintaining a similar Board structure.

Strategic Plan Reference

Nothing will take funding precedence over K-12 programs and services necessary to meet the mission and objectives.