

AGREEMENT

BETWEEN

**WAYNE TOWNSHIP CLASSROOM
TEACHERS ASSOCIATION**



&

**METROPOLITAN SCHOOL
DISTRICT OF WAYNE TOWNSHIP**



2015-16 and 2016-17

COLLECTIVE BARGAINING AGREEMENT

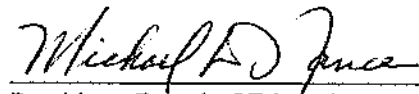
The School Board of the Metropolitan School District of Wayne Township, Marion, County, Indiana, the governing body of the School District, and the Wayne Township Classroom Teachers Association, the exclusive representative of the professional staff, hereby enter into an agreement for collective bargaining as defined by Ind. Code 20-29.

Professional staff represented by the exclusive representative has been established in accord Ind. Code 20-29-5 and is on file with the Indiana Employment Relations Board. All items agreed upon by the Board of Education and the exclusive representative through the negotiating procedures shall be numbered articles to this agreement.

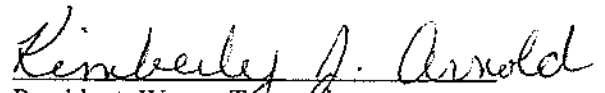
The School Board of the Metropolitan School District of Wayne Township, Marion County, Indiana, shall hereinafter be referred to as the "Board" and the Wayne Township Classroom Teachers Association shall hereinafter be referred to as the "Association."

The foregoing Collective Bargaining Agreement shall be in effect from the date of passage.

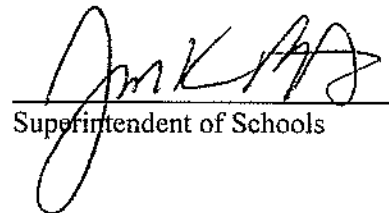
Signed this 21 day of September, 2015.



President, Board of Education



President, Wayne Township
Classroom Teachers Association



Superintendent of Schools

ARTICLE ONE

ESTABLISHMENT OF EXCLUSIVE REPRESENTATIVE

The Association has been established as the exclusive representative of the certificated employees within the bargaining unit pursuant to Ind. Code 20-28-5. The bargaining unit consists of all certificated employees of the Board with the following exceptions:

- Superintendent of Schools
- Director of Career & Technical & Adult Education
- Assistant Superintendent for Elementary Schools
- Assistant Superintendent for Secondary Schools
- Assistant Superintendent for Academics
- Assistant Superintendent for Human Resources
- Deputy Human Resources Officer
- Director of Special Services
- Assistant Directors of Special Services
- Director of Transportation
- Curriculum Coordinators
- Principals
- Assistant Principals
- Deans
- Special Services Coordinator – BDHS
- Case Conference Supervisor – BDHS
- Transition Coordinator – BDHS
- Athletic Director – BDHS
- Assistant Athletic Director – BDHS
- Guidance Director – BDHS

(And any other supervisor as defined in Ind. Code 20-29-2-19 or confidential employee as defined in Ind. Code 20-29-2-5, which subsequently may be created by the Board of MSD of Wayne Township.)

ARTICLE TWO
SALARY SYSTEM
2015-16 and 2016-17

Teacher compensation is based upon performance by earning units in the following defined categories:

1. Year of Experience
2. Education/Professional Development/Certification
3. Academic Needs of Students
4. Educational Leadership
5. Evaluation

Teachers may earn one (1) unit in each category 1 – 4 and earn two (2) or three (3) units in category 5. Performance pay salary increases, based on the acquisition of units, are indicated on the salary schedule.

Teachers receiving a Needs Improvement or Ineffective evaluation are not eligible for units in any category. However, units earned in categories 1 – 4 will be banked for one year. If the teacher receives an Effective or Highly Effective evaluation the following year, the units earned the previous year will be granted.

Category Definitions

1. Year of Experience

1 unit = each year of experience with the MSD of Wayne Twp. A year of experience is defined as a minimum of 120 paid days as defined by the Indiana Public Retirement System (formerly Teacher Retirement Fund).

2. Education/Professional Development/Certification

1 unit = one of the following qualifications is met:

- Teacher possesses a Master's Degree.
- Teacher has earned three (3) hours of graduate credit.
- Teacher received a pre-approved certification, i.e. AVID, International Baccalaureate, High Ability, Advanced Placement, National Board Certification, Career and Technical, etc. Approval to receive the chosen certification must be in writing through the office of the Chief Personnel Officer.
- District in-service training/curriculum mapping.
- Eighteen (18) Professional Growth Points toward license renewal.

3. Academic Needs of Students

1 unit = teacher maintains a minimum of 96.5% attendance during the contractual year. This requirement excludes the following:

- FMLA approved Leave
- Bereavement Leave
- Personal Days
- Military Leave
- Professional Leave
- Jury Duty

4. Educational Leadership

1 unit = One of the following qualifications is met:

- Teacher is recognized for leadership by a state or national education association such as the Indiana Department of Education, U.S. Department of Education, Milken Institute, content associations, etc.
- Voluntary building or district leadership/committee work such as textbook adoption committee, school improvement committee, data team, common assessment team, Policy Advisory Committee (PAC), etc.
- Voluntary tutoring/coaching/activity/club sponsorship with a minimum of 15 hours and approved by the building principal or supervisor.

5. Evaluation

2 units = teacher receives an Effective evaluation.

3 units = teacher receives a Highly Effective evaluation.

2015 – 2016 Salary Range

Units	Base Salary
0	\$41,112
18	\$47,147
36	\$53,435
54	\$59,727
72	\$66,024
90	\$74,022
108	\$81,636

2016 – 2017 Salary Range

Units	Base Salary
0	\$41,934
18	\$48,090
36	\$54,504
54	\$60,922
72	\$67,344
90	\$75,502
108	\$83,269

Each additional 18 units >108 = \$1,000 to base salary.

No teacher rated ineffective or needs improvement will be eligible for any increase. Any money that would have been given to teachers who were rated ineffective or needs improvement will be equally distributed amongst all teachers receiving an effective or highly effective evaluation rating.

ARTICLE THREE
EXTRA PAY SCHEDULE
2015 – 2017

	EXTRA DAYS	2015 - 2017 CONTRACT
Intramurals/Academic Competition		
1 unit		664
2 units		1,322
3 units		1,975
HIGH SCHOOL		
BDTV	30	10,816
Counselors	8	
Director of Auditorium	30	10,816
Director of Drama		4,326
Assistant Director of Drama		2,270
Head Media Specialist	10	
Assistant Media Specialist	5	
Keyhole		3,358
Spotlight		3,358
WBDG	30	10,816
Music Department		
Band Director	30	6,122
Assistant Band Director	30	4,326
High School Vocal	30	6,122
Assistant Vocal	30	4,326
Marching Band Assistant		2,511
Orchestra	20	6,122
Speech Department		
Director of Speech		4,312
Asst Director of Speech		1,273
Director of Debate		4,312
Asst Director of Debate		1,273
Industrial Technology		
Chairperson - Maintenance		3,058
General Metals Maintenance		681
Machine Metals Maintenance		681
Plastics Maintenance		681
Power Maintenance		681
Woodworking Maintenance		681

	EXTRA DAYS	2015- 2017 CONTRACT
Career and Technical		
Business Cooperative 1-15 Students	5	
Business Cooperative 16 + Students	10	
Marketing Cooperative 1-15 Students	5	
Marketing Cooperative 16 + Students	10	
Health Occupations 1-15 Students	5	
Health Occupations 16 + Students	10	
Job Placement & Co-op 1-15 Students	5	
Job Placement & Co-op 16 + Students	10	
Sp Ed Job Placement 1-15 Students	5	
Sp Ed Job Placement 16 + Students	10	
Culinary Arts & Extra Events	6	3,403
Interscholastic Activities		
Assistant Athletic Director	20	16,224
Athletic Equipment Manager		5,269
Athletic Strength Coach		9,482
Athletic Trainer		13,498
Assistant Athletic Trainer		10,123
Boys Baseball Head		5,619
Boys Baseball Asst or Reserve		3,580
Boys Baseball Head - 9th		2,984
Boys Basketball Head		13,132
Boys Basketball Asst		7,526
Boys Basketball Head - 9th		4,214
Boys Bowling Head		2,508
Boys Cross Country Head		4,566
Boys Cross Country Asst		2,709
Boys Football Head		13,132
Boys Football Asst Varsity		7,526
Boys Football Junior Varsity		6,020

	EXTRA DAYS	2015 - 2017 CONTRACT
Boys Football Head – 9 th		4,214
Boys Football Asst - 9th		3,588
Boys Golf Head		4,918
Boys Golf Asst		2,935
Boys Soccer Head		4,566
Boys Soccer Asst		2,709
Boys Soccer Head - 9th		2,508
Boys Swimming Head		6,321
Boys Swimming Asst		3,838
Boys Tennis Head		4,918
Boys Tennis Asst		2,935
Boys Tennis Head - 9th		2,508
Boys Track Head		5,619
Boys Track Asst		3,386
Boys Track Head - 9th		2,984
Boys Wrestling Head		5,971
Boys Wrestling Asst		3,612
Boys Wrestling Head - 9th		3,008
Boys Wrestling Asst - 9th		2,283
Cheer Head Coach		3,875
Cheer Asst Coach - JV		3,287
Cheer Coach - 9th		2,583
Cheer Asst Coach - 9th		1,996
Girls Basketball Head		13,132
Girls Basketball Asst		7,526
Girls Basketball Head - 9th		4,214
Girls Bowling Head		2,508
Girls Cross Country Head		4,566
Girls Cross Country Asst		2,709
Girls Golf Head		4,918
Girls Golf Asst		2,935
Girls Soccer Head		4,566
Girls Soccer Asst		2,709
Girls Soccer - 9th		2,508

	EXTRA DAYS	2015 - 2017 CONTRACT
Girls Softball Head		5,619
Girls Softball Asst		3,580
Girls Softball Head - 9 th		2,984
Girls Swimming Head		6,321
Girls Swimming Asst		3,838
Girls Tennis Head		4,918
Girls Tennis Asst		2,935
Girls Tennis Head - 9th		2,508
Girls Track Head		5,619
Girls Track Asst		3,386
Girls Track Head - 9th		2,984
Girls Volleyball Head		6,321
Girls Volleyball Asst		3,587
Girls Volleyball Head - 9th		2,758
7th/8th/9th GRADE CENTERS		
Band	30	2,388
Choir		2,388
Color Guard – 7 th & 8 th		3,647
Drama		959
Enrollment Counselor	5	
Guidance Chairperson	10	2,467
Industrial Technology Chairperson - Maintenance		3,059
Industrial Technology Maintenance		680
Leadership Team – 7th/8th/9th		2,410
Media Specialist	10	
Orchestra	20	2,388
Interscholastic Athletics		
Athletic Director 7 th & 8 th		10,536
Event Coordinator		2,157
Equipment Manager		1,580
Boys Interscholastic Athletics		
Baseball Head - 8th		1,805
Baseball Asst - 8th		1,580
Baseball Head - 7th		1,805
Baseball Asst - 7th		1,580

	EXTRA DAYS	2015 - 2017 CONTRACT
Basketball Head – 8 th A & B		3,262
Basketball Asst - 8th A & B		2,935
Basketball Head - 7 th A & B		3,262
Basketball Asst - 7th A & B		2,935
Cross Country Head - 7th & 8th		2,006
Football Head - 8th		3,262
Football Asst - 8th		2,935
Football Head - 7th		3,262
Football Asst - 7th		2,935
Golf Head - 7th & 8 th		2,006
Soccer Head - 7th & 8 th		2,006
Soccer Asst - 7 th & 8th		1,757
Tennis Head – 7 th & 8 th		2,006
Track Head – 7 th & 8th		1,805
Track Asst. – 7 th & 8 th		1,580
Wrestling Head - 7th & 8th		2,006
Wrestling Asst - 7th & 8th		1,757
Boys/Girls Interscholastic Athletics		
Cheerleader Coach – 8 th		2,884
Cheerleader Coach – 7 th		2,884
Cross Country Asst. 7 th & 8 th		1,580
Swimming Head		2,006
Swimming Asst		1,757
Girls Interscholastic Athletics		
Basketball Head - 8th A & B		3,262
Basketball Asst - 8th A & B		2,935
Basketball Head - 7th A & B		3,262
Basketball Asst - 7th A & B		2,935
Cross Country Head - 7th & 8th		2,006
Golf Head - 7th & 8th		2,006
Soccer Head - 7th & 8th		2,006
Soccer Asst - 7th & 8th		1,757

	EXTRA DAYS	2015 - 2017 CONTRACT
Softball Head – 7 th & 8 th		1,805
Softball Asst		1,580
Tennis Head - 7 th & 8 th		2,006
Track Head - 7th & 8th		1,805
Track Asst. – 7 th & 8 th		1,580
Volleyball Head – 8th		2,006
Volleyball Asst. – 8 th		1,757
Volleyball Head – 7th		2,006
Volleyball Asst - 7th		1,757
ELEMENTARY		
Media Specialist - Elementary	5	
Leadership Team		2,410
SPECIAL SERVICES		
Psychological Consultant		2,548
Department Leader - 7th/8th/9th	10	2,704
Autism Consultant	10	
Preschool Case Conference Coordinator	10	
SPRING ARTS FESTIVAL		
Coordinator		2742
Concession Chairperson		895
Music Chairperson		895
Art Chairperson		895
Coordinator – off year		1,371
Concession Chairperson – off year		0
Music Chairperson – off year		0
Art Chairperson – off year		0

ARTICLE FOUR
REGULATIONS
GOVERNING THE ADMINISTRATION OF THE
SALARY SCHEDULE

1. The initial salary of a candidate for employment shall be established by agreement between the candidate and a representative(s) of the school corporation prior to the employment of the candidate. The initial placement of earned units on the salary chart shall also be mutually agreed upon. Once established, the initial salary and earned units shall form the basis for future salary increases.
2. Teachers shall have their pay deposited directly to accounts in financial institutions which are members of the Automatic Clearing House program.
3. **Matching Annuity:** Teachers who contribute at least 1% of their base salary into a 403(b) account will receive 1% of their base salary contributed into a 401(a) account. The deferred salary plus interest vest when a teacher reaches five years of service in Wayne Township.

ARTICLE FIVE
FRINGE BENEFITS

1. HEALTH & HOSPITALIZATION INSURANCE

The Board shall provide an annual mutually agreed upon health and hospitalization insurance plan and contribute toward the monthly premiums of the various plans as established at the policy anniversary date. The Board's contribution per pay for the year will be the lesser of the following percentages or dollar amounts:

	%	
Single	99 or	\$156.97
Employee + Child(ren)	75 or	\$334.23
Employee + Spouse	75 or	\$347.45
Employee + Spouse (2 Emp)	99 or	\$460.33
Family	75 or	\$452.49
Family (2 Emp)	99 or	\$558.71

Part-time personnel shall receive a pro rata share of the above.

2. GROUP TERM LIFE

The Board shall provide, on a fully paid basis, except for one dollar, a group term life insurance policy for all teachers of the MSD of Wayne Township in the amount of \$50,000.

This program will provide the minimum death benefit, double indemnity and dismemberment, and a waiver of premium for disability. The normal range of settlement options should be included in the contract.

Part-time teachers shall be eligible for the full amount of insurance although the Board will furnish only a pro rata share of the premiums.

Teachers may purchase additional units of group term life through payroll deductions. The Board shall not pay any portion of the premium for these additional units.

3. DENTAL INSURANCE

The Board shall provide a mutually approved program of dental insurance and shall contribute toward the monthly premiums. The Board's contribution per pay shall be the amount designated per benefit plan as recommended by the insurance committee. Part-time teachers shall receive a pro rata share of the contribution.

4. VISION INSURANCE

The Board shall provide a mutually approved program of vision insurance and the employee shall contribute 100% of the monthly premiums.

5. RETIREMENT BENEFITS

a. Matching Annuity Plan – For teachers hired in Wayne Township on or after July 1, 2003 and Wayne Township teachers with less than six (6) years of total teaching experience on June 2, 2003:

As a replacement for Sections 6, 7, and 8 of this Article, for Wayne Township teachers with less than six (6) total years of “creditable service” as defined by the Indiana State Teachers’ Retirement Fund on June 2, 2003, and for teachers hired in Wayne Township on or after July 1, 2003, the Board shall match dollar for dollar the teacher’s contribution made during the school year to the 403(b) plan offered by the Board in the amounts of \$510 per year. A teacher shall be immediately vested in the teacher’s contributions to the 403(b) plan, but the Board’s matching contributions shall not vest until and unless the teacher retires from the MSD of Wayne Township under circumstances qualifying the teacher for early or full retirement benefits pursuant to the rules of the Indiana State Teachers’ Retirement Fund, as those rules may be amended from time to time.

b. Matching Annuity Plan – For Wayne Township teachers with at least six (6) but less than ten (10) years of total teaching experience on June 2, 2003:

As a replacement for Sections 6, 7, and 8 of this Article, for Wayne Township teachers with at least six (6) but less than ten (10) total years of “creditable service” as defined by the Indiana State Teachers’ Retirement Fund on June 2, 2003, the Board shall match dollar for dollar the teacher’s contribution made during the school year to the 403(b) plan offered by the Board in the amounts of \$750 per year. A teacher shall be immediately vested in the teacher’s contributions to the 403(b) plan, but the Board’s matching contributions shall not vest until and unless the teacher retires from the MSD of Wayne Township under circumstances qualifying the teacher for early or full retirement benefits pursuant to the rules of the Indiana State Teachers’ Retirement Fund, as those rules may be amended from time to time.

c. Matching Annuity Plan – For Wayne Township teachers with at least ten (10) but less than fifteen (15) years of total teaching experience on June 2, 2003:

As a replacement for Sections 6, 7, and 8 of this Article, for Wayne Township teachers with at least ten (10) but less than fifteen (15) total years of “creditable service” as defined by the Indiana State Teachers’ Retirement Fund on June 2, 2003, the Board shall match dollar for dollar the teacher’s contribution made during the school year to the 403(b) plan offered by the Board in the amounts of \$1,020 per year. A teacher shall be immediately vested in the teacher’s contributions to the 403(b) plan, but the Board’s matching contributions shall not vest until and unless the teacher retires from the MSD of Wayne Township under circumstances qualifying the teacher for early or full retirement benefits pursuant to the rules of the Indiana State Teachers’ Retirement Fund, as those rules may be amended from time to time.

d. Matching Annuity Plan – General Provisions

1. For purposes of this Article, a teacher’s “total Years of teaching experience” means the total years of teaching experience recognized by Indiana State Teachers’ Retirement Fund for retirement purposes.

2. Teacher contributions to the teacher's 403(b) account shall be made each pay day. If a teacher contributes the full amount required by this Article based upon the teacher's total years of teaching experience to a 403(b) account, the Board will match the teacher's contribution to the teacher's 403(b) account with a matching contribution to a 401(a) account for the teacher. Unless the teacher contributes the full negotiated amount required by this Article, no matching contribution will be made by the Board. Failure by the teacher to contribute the full amount into a 403(b) account during a school year will result in forfeiture of any 401(a) contributions made for that year.
3. In order to qualify for the Board's matching contribution to a teacher's 401(a) account, a part-time teacher shall be required to make the same 403(b) account contribution required of a full time teacher.
4. Board contributions made into a 401(a) account shall remain with the district if a teacher leaves employment prior to retirement from the MSD of Wayne Township. If the teacher is rehired, he/she will be considered the same as a new teacher for purposes of the Matching Annuity Plan.
5. The Board's matching contribution to a teacher's 401(a) account shall not vest unless the teacher is employed by the Board at the time that the teacher dies or retires from teaching and qualifies for early or full retirement benefits from the Indiana State Teachers' Retirement Fund. If a teacher dies while employed by the Board, the teacher's vested account balance shall be paid to the teacher's beneficiary listed with the 401(a) Plan.
6. In the event of a Total and Permanent Disability before retirement, the Participant shall be entitled to the balance in the Participant's account. If at any time a teacher is forced to retire as a result of some unforeseen reason, the Superintendent of Schools may authorize payment of the Board's contributions into the 401(a) account to the retiring teacher.
7. As used in this Agreement, "retire" or "retirement" means to leave employment in public education in the State of Indiana at the completion of a school year under conditions qualifying for retirement under Rules 7 & 8 of the Indiana State Teachers' Retirement Fund.

e. Traditional Plan – For Wayne Township teachers with 15 years or more of total teaching experience on June 2, 2003:

Effective July 1, 2003, Section 6 of this Article (Retirement Longevity Pay), Section 7 of this Article (Retirement Severance Pay), and Section 8 of this Article (Additional Retirement Incentives) as modified in the 2002-2003 Agreement shall only apply to teachers who were employed as a teacher in Wayne Township on June 2, 2003 and had fifteen (15) years or more total years of "creditable service". Creditable service shall be equal to verified years of service credit recognized for salary purposes according to the record held in the Personnel Office of MSD of Wayne Township or Indiana State Teachers' Retirement Fund, whichever is greater.

6. RETIREMENT LONGEVITY PAY

As used in this Agreement, "retire" or "retirement" means to leave employment in public education in the State of Indiana under conditions qualifying for retirement benefits under Rules 7 & 8 of the Indiana State Teachers' Retirement Fund. (550 Indiana Administrative Code 2-7 and 2-8.)

Factors hereafter stated shall constitute the retirement longevity pay program of the MSD of Wayne Township, and shall be counted as part of the cost of any salary agreement between the Board and the Association.

Retirement longevity pay will be granted to teachers who:

- are at least age fifty (50) with fifteen (15) years of service, or age sixty-five (65) with ten (10) years of service;
- have had five (5) years of teaching service in the MSD of Wayne Township; and
- are retiring from teaching in Indiana.

A teacher intending to retire at the close of a school year is encouraged to submit his/her resignation prior to April 15 of that school year in order to receive payment for retirement longevity pay and retirement severance pay from the trustee of deferred compensation plan in a timely manner.

The following formula will be used for determining the individual longevity pay allowance and is not retroactive:

- creditable service years for teaching experience outside Wayne Township (Creditable service years shall be equal to verified years of service credit recognized for salary purposes according to the record held in the Personnel Office of MSD of Wayne Township or Indiana Teachers' Retirement Fund whichever is greater), times \$40 per year.
- the Wayne Township service years times \$200.00 per year.

In the event a teacher is unable to give required notice of retirement and is forced to retire as a result of an accident, ill health, or some unforeseen reason, the Superintendent of Schools is authorized to waive the required notice and pay the longevity pay allowance in a lump sum as soon as sufficient cash and appropriation balances are available. Longevity pay will be granted to teachers who are compelled to terminate their services before age fifty (50) for reasons of disability.

7. RETIREMENT SEVERANCE PAY

Those teachers eligible to receive teacher retirement longevity pay pursuant to Section 5 above will also receive retirement severance pay. A teacher's retirement severance pay will be computed upon the following formula:

- The amount equal to fifty dollars (\$50) multiplied times the number of unused sick days on record with the School Corporation at the time of retirement.

This retirement severance pay is computed upon a formula utilizing the number of accumulated sick leave days, however, retirement severance pay is not and shall not be interpreted nor construed as pay for unused sick leave days, nor is it the buy back of the School Corporation of the teacher's unused sick leave.

When a teacher dies while employed, the retirement longevity pay benefit and retirement severance pay shall be paid to his/her named beneficiary designated with the ISTRF if the teacher would otherwise have been eligible for the retirement longevity pay benefit as of Indiana State Teacher Retirement Fund.

8. ADDITIONAL RETIREMENT INCENTIVES

a. Eligibility Qualifications for Insurance and Additional Retirement Longevity Pay:

- 1) The teacher must be under contract or on an approved leave with MSD of Wayne Township at the time of retirement.
- 2) In the school year of retirement, the teacher must be at least fifty-five (55) years of age.
- 3) The teacher shall have accumulated at least 10 and no more than 38 years of total service both in and outside of Wayne Township with no less than ten (10) years of service in Wayne Township.
- 4) A teacher shall be eligible if he/she retires at the close of an academic year and files for his/her retirement benefit.
- 5) Up to 40 teachers may qualify per school year for additional retirement benefits provided by this section. This number excludes teachers for whom the superintendent has waived the retirement eligibility qualifications. A letter of retirement is considered an application for benefits pursuant to this section. It must be submitted no earlier than the first teacher workday and no later than **June 30** of the school year of the teacher's final year. A retirement letter shall be delivered by the applicant to the personnel office and shall be accepted in the order received up to 40 for a school year.

Where two or more retirement letters are received on the same day and one or more would be denied due to the maximum of 40 participants per school year, retirement letters received on that same day shall be ranked accordingly:

- a) The letter from the teacher with the highest total years of teaching service in the M.S.D. of Wayne Township will be ranked first.
 - b) Where two or more teachers have the same total years of Wayne Township teaching service, the letter from the teacher with the greatest total years of teaching service will be ranked first.
 - c) If two or more teachers have the same total years of teaching service in Wayne Township and the same total years of service as a teacher, the retirement letters shall be further ranked by the teachers' dates of birth with the oldest teacher's retirement letter being ranked first. For the purposes of this section, "teaching service" is defined as the number of years listed on the most recent quarterly State Teacher Retirement Fund statement.
- 6) In the best interest of students, staff, parents, and community, these eligibility qualifications may be waived by the Superintendent of Schools.

b. Compensation

Any compensation provided under the provision for Retirement Longevity Pay pursuant to Article 6, Section 5, shall be increased by the percentage shown below according to total years of service both in and outside Wayne Township.

TOTAL SERVICE YEARS	PERCENTAGE
10-34	90%
35-38	85%

c. Insurance

- 1) A teacher qualifying for the additional retirement incentives provided by this section shall be eligible to remain in the Wayne health insurance plan until eligible for Medicare benefits or until the death of the teacher.
- 2) The same level of coverage, i.e., single, member/children, or member/spouse that the teacher had on the first day of the final year of employment in Wayne Township shall be provided. A retired teacher, covered by a family plan, would pay the difference in premiums between the member/spouse plan and the family plan.
- 3) The Board's contribution per month for the year will be the lesser of the following percentages or dollar amounts:

	%	
Single	99 or	\$273.37
Member/Spouse	95 or	\$716.18

- 4) A teacher who terminates employment by retiring from teaching in Indiana shall be eligible to remain in the group health insurance plan provided:
 - the teacher has reached the age of 50 years and has fifteen (15) or more years of service in Wayne Township, and
 - the full cost of the premium shall be paid by the teacher in semi-annual installments.

If retirement is begun for medical reasons, the Superintendent of Schools may reduce the minimum age for eligibility.

9. THE WAYNE TOWNSHIP INCOME PROTECTION PLAN

For an increase in financial security, the Wayne Township Income Protection Plan provides:

Years of Service	Days Per Year	Days Accumulated
0	10	10
1	4	14
2	2	16
3	2	18
4	2	20
5	5	25
6	6	31
7	7	38
8	8	46
9	9	55
10	10	65

Rules governing the Wayne Township Income Protection Plan:

- a. All sick leave must be used before the Income Protection Plan goes into effect.
- b. At termination of sick leave, application for benefits should be made to the Superintendent of Schools.
- c. Following one week (5 school days) of unpaid absence, the plan goes into effect.
- d. Payment will be made according to the current salary schedule as it applies to the individual.
- e. Both parties acknowledge that the Income Protection Plan was intended to protect teachers from the financial dilemma resulting from serious and extended illness and the exhaustion of sick leave. Should evidence of misuse arise, both parties agree to reconsider the provisions of this benefit.
- f. Following the use of the Income Protection Plan for an extended illness, a teacher returning to active service during the same school year shall be provided a pro rata share of seven sick days, based upon the proportion of the year remaining and rounded to the nearest half day. The days provided shall be deducted from any remaining IPP days available for that school year and shall not exceed the balance of IPP days remaining.

- g. In the event that a teacher should experience more than one serious and extended illness certified by a licensed physician to be expected to extend beyond ten (10) consecutive calendar days within a single school year, he/she will not be expected to wait five working days without pay each time after the first such waiting period but shall be able to apply for any balance of IPP days remaining to be applied from the first day of the second or successive extended absence.

10. SICK LEAVE

Each teacher shall be entitled to be absent from school without loss of compensation on account of illness or quarantine for a total of ten (10) days during the first school year of employment, and seven (7) days in each school year thereafter. If, in any one school year, a teacher shall be absent for such illness or quarantine less than the allotted days, the remaining days unused plus unused personal and family illness days shall be accumulated to a maximum total of two hundred ten (210) days. Once the maximum number of days has been accumulated and the teacher begins the year with the same, no additional days will be allowed. If any portion of the maximum leave is used in a school year, the teacher will receive new days at the start of the next year up to the annual maximum of seven (7). A teacher may begin the year with no more than two hundred ten (210) days. Additional days may be granted at the discretion of the Board of Education or as required by State law.

Sick leave may be charged in half-day (.5) or full-day (1.0) increments.

11. CATASTROPHIC ILLNESS LEAVE BANK

The purpose of the Catastrophic Illness Leave Bank is to relieve teachers from undue financial burdens as a result of an absence from work due to illness, injury, or incapacitation sufficiently severe to make the performance of their duties impossible.

- a. Any member of the bargaining unit (teacher), as defined in Article 1, shall be eligible to become a member of the Catastrophic Illness Leave Bank.
- b. A teacher may withdraw from the Catastrophic Illness Leave Bank at any time by notifying the Personnel Department in writing. However, any and all donated days lose their identity and become the property of the Catastrophic Illness Leave Bank.
- c. The Bank shall be formed by voluntary participation and voluntary donations of one (1) sick day by teachers who then become members.
- d. The Bank will have an open enrollment period for teachers to become members for thirty (30) working days following the opening of each school year.
- e. New teachers may become members and, if so, their first contribution must be made within thirty (30) contract days following the date of employment.
- f. Teachers who have been in the school corporation may become members during the open enrollment period by paying all back assessments that would have been paid had the teacher joined the Bank when that teacher first had the opportunity to join.
- g. At such time as the Catastrophic Illness Leave Bank account falls below fifty (50) days, an obligatory assessment of one (1) sick leave day shall be made upon all current members of the Bank who have sick leave days. Teachers shall be notified prior to this assessment.
- h. The Bank shall be continuous from year-to-year.

- i. The procedure to obtain use of the Catastrophic Illness Leave Bank (hereafter called Bank) is as follows:
 - 1) Written application by the teacher or a qualified representative of the teacher, accompanied by the health care provider's certificate stating the nature and length of the disability, as well as a prognosis of the teacher's condition, shall be submitted to the Superintendent's designee.
 - 2) The applicant must be a member of the Bank.
 - 3) The Bank may be used only by the individual contributor for his or her personal illness.
 - 4) Days from the Bank may be used only for those working days that the individual contributor is contracted during the school year.
 - 5) The applicant must exhaust all available sick leave and Income Protection Plan days.
 - 6) The Superintendent's designee shall report each decision to the payroll office and the Association president.
 - 7) The Superintendent's designee shall inform the teacher, or, where advisable, a qualified representative of the teacher, within ten (10) contract days of the decision. If the decision is not satisfactory to the teacher, an appeal may be made to the Catastrophic Illness Leave Bank Committee.
- j. A written appeal of the designee's decision for use of leave days from the Bank must be made within ten (10) contract days upon receipt of the designee's decision.
 - 1) The appeals committee, with the Association president or his/her designee as chairperson, shall act upon the appeal within ten (10) contract days of receipt of the appeal and render a decision. This decision will be final.
 - 2) The Catastrophic Illness Leave Bank Appeals Committee shall consist of the President of the Association or his/her designee, two (2) additional representatives of the Association, the Superintendent or his/her designee, and a second representative of the administration appointed by the Superintendent. A quorum of three is required for a decision. A majority vote of those present shall make the determination.
- k. The maximum number of contract days that may be granted per teacher shall be one hundred (100) days per school year. The amount paid will be 75% of the teacher's daily rate.
- l. Proof of continuing disability must be provided each thirty (30) calendar days by the recipient or the recipient's qualified representative to the Superintendent's designee.

12. PAID EMERGENCY LEAVE - Death in the Family

Emergency leave for death in the immediate family for a period of not more than five (5) consecutive contract days beyond such death may be granted. The five (5) consecutive contract days shall begin either on the day of the death or the day immediately following the death.

Immediate family is interpreted to mean: grandparents, grandchildren, father, mother, step-father, step-mother, brother, sister, husband, wife, child, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any relative who at the time of death is living as a member of the household of the teacher. These five days will not be deducted from accumulated sick leave. However, up to three (3) additional days, which shall be deducted from accumulated sick leave days, may be taken for this purpose provided that advanced notice is given to the principal and provided that these days are consecutive work days to those already used under this benefit.

A teacher is entitled to one day's leave with compensation in case of death of an aunt, uncle, niece, or nephew. This leave will be given on the day of the funeral and will not be charged against sick leave.

13. PAID EMERGENCY LEAVE - Family Illness

A teacher will be granted three (3) days emergency leave annually in case of severe illness or accident in the immediate family of the teacher. The immediate family is defined as the husband, wife, child, father, mother, step-father, step-mother, father-in-law, mother-in-law, sister, brother, sister-in-law and brother-in-law. Any additional days needed for this purpose may be taken but shall be deducted from accumulated sick leave. The Income Protection Plan shall not be used for these purposes.

Unused family illness days shall be transferred to sick leave at the close of the school year.

Family illness days may be taken in half-day (.5) or full day increments.

14. PAID PERSONAL BUSINESS LEAVE

Each teacher shall be entitled to two (2) days personal business leave for the transaction of personal business and/or the conduct of personal or civic affairs during each school year.

Each teacher must file with the Principal of the school his/her request for personal business leave. Unused personal business days shall be transferred to sick leave at the close of the school year.

Personal business leave shall not be taken immediately before or after a break or intersession as indicated on a Board approved school calendar. Personal Business leave used on the last day immediately prior to, or the first day immediately following holidays will be counted as double. Holidays in which two (2) personal business days may be used to extend by one day include: Labor Day, Dr. Martin Luther King, Jr. Holiday, Great Americans Day, and Memorial Day. The request must be made in writing to the building principal no later than fourteen (14) calendar days prior to the day requested.

Personal business leave may be charged in half-day (.5) or full-day increments.

15. FLEXIBLE FRINGE BENEFIT PLAN

Section 125 of the Internal Revenue Code allows an employee to pay the employee's share of health and dental premiums with before-tax dollars, thereby reducing tax deductions on the money paid for insurance benefits. Teachers may participate in the Flexible Fringe Benefit Plan as long as such is provided for by law or IRS rules.

16. TEACHERS' RETIREMENT FUND

The Board shall pay the teachers' share of the Indiana State Teachers' Retirement Fund (3%).

17. ANNUITY PAYMENTS

The Board of Education shall remit annuity payments to each approved company according to the pay period schedule.

18. COMPENSATION FOR COVERING CLASSES

In consideration for teachers covering classes for other teachers when no substitutes are available, the Board of Education will contribute 50 days annually to the Catastrophic Illness Leave Bank.

19. PAID HOLIDAYS

Teachers are paid for seven holidays during the contract year.

ARTICLE SIX

GRIEVANCE PROCEDURE

DEFINITION: A grievance is defined as a complaint by a bargaining unit member that there has been an alleged violation, misinterpretation, or misapplication of specific provisions of the Board's policies.

PROCEDURE: A grievance shall be processed as follows:

Step 1 Within thirty (30) calendar days of the occurrence of a grievance, the grievant will request a meeting with the administrator. Within seven (7) calendar days of the request, the grievant will meet with the administrator to discuss the problem and attempt to work out a solution with him/her.

Step 2 If no solution is reached within fourteen (14) calendar days after the meeting, the grievance will be reported in writing by the grievant to the appropriate Assistant Superintendent. The written report of the grievances will:

- a. Name the grievant and other individuals involved
- b. State the facts
- c. Identify the specific provisions of this Board of Education policy alleged to have been violated, misinterpreted, or misapplied
- d. State the relief requested.

Within fourteen (14) calendar days after receiving the written report, the Assistant Superintendent will discuss the grievance with the grievant, investigate further, and/or bring all knowledgeable parties together in an effort to arrive at a solution. The Assistant Superintendent will write a report that recommends a resolution of the grievance. This report will be provided to the grievant within fourteen (14) calendar days after meeting with the grievant.

Step 3 If the grievant does not find the resolution to be satisfactory, he/she may initiate "Step 3" by written notification to the other Assistant Superintendent within a period of fourteen (14) calendar days after receipt of the resolution. Within fourteen (14) calendar days after receipt of the written notification, the Grievance Committee shall meet to review the grievant's written report of the grievance and the Assistant Superintendent's report written in Step 2. At this meeting, the Committee will meet with the grievant and any other persons the Grievance Committee determines should be involved. The Grievance Committee will write a resolution report to the grievant within fourteen (14) calendar days after meeting with the grievant.

Step 4 If the grievant does not find the resolution to be satisfactory, he/she may initiate "Step 4" by written notification to the WTCTA president within seven (7) calendar days after receipt of the Grievance Committee's proposed resolution. Within fourteen (14) calendar days of written notification to the TA president, the grievant will meet with the Coordinating Board. This Board will consider the grievance and any information provided in the prior step, write a decision to resolve the grievance, and submit the resolution to the grievant within fourteen (14) calendar days after meeting with the grievant. Coordinating Board members may write separate reports if they cannot agree on a common resolution.

Step 5 If the grievant does not find this resolution satisfactory, he/she may initiate “Step 5” by notifying the Coordinating Board in writing within seven (7) calendar days after receiving its resolution. Within fourteen (14) calendar days after receiving the grievant’s written notification, the Board of Education will hold an informal hearing on the grievance. The Board of Education may not consider any material, allegation, or remedy that was not presented in Steps #1 through #4. The Board of Education will render its decision in writing to the grievant within seven (7) calendar days after the informal hearing.

DEFINITION OF TERMS

GRIEVANT – The grievant is a member of the bargaining unit who files a grievance.

COORDINATING BOARD – The Coordinating Board consists of the Superintendent of Schools and the President of the CTA.

GRIEVANCE COMMITTEE – The Grievance Committee consists of three teachers selected by the Executive Board of the WTCTA and three administrators appointed by the Superintendent.

2015-16 and 2016-17 CONTRACT AGREEMENT

Michael D. Jace
President, Board of Education

September 21, 2015
Date

Kimberly J. Arnold
President, Wayne Township
Classroom Teachers Association

September 21, 2015
Date

Jim K. PFA
Superintendent of Schools

September 21, 2015
Date

Allison K. Case
Spokesperson, WTCTA

9/21/15
Date

Kristen Daun
Spokesperson, WTCTA

September 21, 2015
Date

Phyllis J. Lewis
Spokesperson, Board of Education

September 21, 2015
Date

Shena Boyce
Spokesperson, Board of Education

September 21, 2015
Date