

## 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 July 1, 2021 until June 30, 2023.

Signed/Ratified this 8th day of November, 2021.

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President, Board of Education

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President, Wayne Township  
Classroom Teachers Association

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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

### A. **COMPENSATION MODEL** **2021-22 and 2022-23**

#### General Eligibility

In order for a teacher to be eligible for a performance pay increase he/she must be rated as effective or highly effective on his/her most recent performance evaluation, and teachers newly hired to Wayne Township are not eligible for an increase under this agreement (see Article Four, number 1 for new hire salary procedure). A teacher who is evaluated as needs improvement or ineffective on the Wayne Teacher Effectiveness Rubric is not eligible for performance pay increases.

#### Factors for Increase

Any salary increase granted under this compensation model is attributable to the following factors:

- 75% of the available increase is based on the teacher's evaluation rating of effective or highly effective for the prior school year;
- 25% of the available increase is based on completing an additional year of experience. A year of experience is defined as a minimum of 120 paid days as defined by the Indiana Public Retirement System (also referred to as Teacher Retirement Fund)

The salary range is \$43,000 to \$89,535 before any increase negotiated under this agreement.

The salary range for teachers hired for 2021-22 is \$46,500 to \$94,035 and for 2022-23 is \$48,500 to \$97,035. The maximum base salary increase granted to eligible returning teachers, based on the compensation factors, is \$4,500 for the 2021-22 school year and \$3,000 for the 2022-23 school year.

### B. **ONE-TIME STIPEND** **for 2022-23**

Each teacher employed on the last contract day of the 2022-23 school year will be granted a one-time stipend equivalent to a teacher's bi-weekly pay based on an annualized base salary of 195 days.

## ARTICLE THREE

### EXTRA PAY SCHEDULE

**2021 – 2023**

**Extra days and number of positions are listed here for information purposes only  
and are not negotiated.**

	EXTRA	2021-2022	2022-2023
	DAYS	CONTRACT	CONTRACT
<b>Intramurals/Academic Competition</b>			
1 unit		704	732
2 units		1,402	1,458
3 units		2,095	2,179
<b>HIGH SCHOOL</b>			
BDTV	30	11,474	11,933
Counselors	8		
Director of Auditorium	30	11,474	11,933
Director of Drama		4,589	4,773
Assistant Director of Drama		2,408	2,504
Head Media Specialist	10		
Assistant Media Specialist	5		
Keyhole		3,562	3,705
Spotlight		3,562	3,705
WBDG	30	11,474	11,933
<b>Music Department</b>			
Band Director	30	6,494	6,754
Assistant Band Director	30	4,589	4,773
High School Vocal	20	6,494	6,754
Assistant Vocal	20	4,589	4,773
Marching Band Assistant		2,664	2,770
Orchestra (6/02)	20	6,494	6,754
<b>Speech Department</b>			
Director of Speech		4,574	4,757
Asst Director of Speech		1,350	1,404
Director of Debate		4,574	4,757
Asst Director of Debate		1,350	1,404
<b>Industrial Technology</b>			
Chairperson - Maintenance		3,244	3,374
General Metals Maintenance		722	751
Machine Metals Maintenance		722	751
Plastics Maintenance		722	751

Power Maintenance		722	751
Woodworking Maintenance		722	751
<b>Career and Technical</b>			
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 (10/01)	6	3,610	3,754
Robotics Coach Head		2,496	2,596
Robotics Coach Asst		1,248	1,298
<b>Interscholastic Activities</b>			
Athletic Equipment Manager		5,589	5,813
Athletic Strength Coach		10,059	10,461
Athletic Trainer		14,319	14,891
Assistant Athletic Trainer		10,738	11,168
Boys Baseball Head		5,961	6,199
Boys Baseball Asst or Reserve		3,798	3,950
Boys Baseball Head - 9th		3,165	3,292
Boys Basketball Head		13,930	14,488
Boys Basketball Asst		7,984	8,303
Boys Basketball Head - 9th		4,470	4,649
Boys Bowling Head		2,660	2,767
Boys Cross Country Head		4,844	5,037
Boys Cross Country Asst		2,874	2,989
Boys Football Head		13,930	14,488
Boys Football Asst Varsity		7,984	8,303
Boys Football Junior Varsity		6,386	6,641
Boys Football Head - 9th		4,470	4,649

Boys Football Asst - 9th		3,806	3,958
Boys Golf Head		5,217	5,426
Boys Golf Asst		3,113	3,238
Boys Soccer Head		4,844	5,037
Boys Soccer Asst		2,874	2,989
Boys Soccer Head - 9th		2,660	2,767
Boys Swimming Head		6,705	6,974
Boys Swimming Asst		4,071	4,234
Boys Tennis Head		5,217	5,426
Boys Tennis Asst		3,113	3,238
Boys Tennis Head - 9th		2,660	2,767
Boys Track Head		5,961	6,199
Boys Track Asst		3,592	3,736
Boys Track Head - 9th		3,165	3,292
Boys Wrestling Head		6,334	6,587
Boys Wrestling Asst		3,832	3,985
Boys Wrestling Head - 9th		3,191	3,319
Boys Wrestling Asst - 9th		2,422	2,519
Cheer Head Coach		4,111	4,275
Cheer Asst Coach - JV		3,487	3,626
Cheer Coach - 9th		2,740	2,850
Cheer Asst Coach - 9th		2,117	2,202
Girls Basketball Head		13,930	14,488
Girls Basketball Asst		7,984	8,303
Girls Basketball Head - 9th		4,470	4,649
Girls Bowling Head		2,660	2,767
Girls Cross Country Head		4,844	5,037
Girls Cross Country Asst		2,874	2,989
Girls Golf Head		5,217	5,426
Girls Golf Asst		3,113	3,238
Girls Soccer Head		4,844	5,037
Girls Soccer Asst		2,874	2,989
Girls Soccer - 9th		2,660	2,767
Girls Softball Head		5,961	6,199
Girls Softball Asst		3,798	3,950

Girls Softball Head - 9th		3,165	3,292
Girls Swimming Head		6,705	6,974
Girls Swimming Asst		4,071	4,234
Girls Tennis Head		5,217	5,426
Girls Tennis Asst		3,113	3,238
Girls Tennis Head - 9th		2,660	2,767
Girls Track Head		5,961	6,199
Girls Track Asst		3,592	3,736
Girls Track Head - 9th		3,165	3,292
Girls Volleyball Head		6,705	6,974
Girls Volleyball Asst		3,805	3,957
Girls Volleyball Head - 9th		2,926	3,043
Unified Football Head		2,921	3,038
Unified Football Asst		1,761	1,831
Unified Track Head		2,921	3,038
Unified Track Asst		1,761	1,831
<b>7th/8th/9th GRADE CENTERS</b>			
Band	30	2,533	2,635
Choir		2,533	2,635
Color Guard - 7th & 8th Grade		3,869	4,023
Drama		1,017	1,058
Enrollment Counselor	5		
Guidance Chairperson	10	2,617	2,722
Industrial Technology Chair - Maintenance		3,245	3,375
Industrial Technology Maintenance		721	750
Leadership Team - 7th/8th/9th		2,557	2,659
Media Specialist	10		
Orchestra	20	2,533	2,635
Robotics Coach		1,248	1,298
<b>Interscholastic Athletics</b>			
Athletic Director 7th & 8th		11,177	11,624
Event Coordinator		2,288	2,380
Equipment Manager		1,676	1,743
Academic Compliance Coord.		1,915	1,991
Public Service Announcer		1,676	1,744

<b>Boys Interscholastic Athletics</b>			
Baseball Head - 7th & 8th		1,915	1,991
Baseball Asst - 7th & 8th		1,676	1,743
Basketball Head - 8th A & B		3,460	3,599
Basketball Asst - 8th A & B		3,113	3,238
Basketball Head - 7th A & B		3,460	3,599
Basketball Asst - 7th A & B		3,113	3,238
Cross Country Head - 7th & 8th		2,128	2,213
Football Head - 8th		3,460	3,599
Football Asst - 8th		3,113	3,238
Football Head - 7th		3,460	3,599
Football Asst - 7th		3,113	3,238
Golf Head - 7th & 8th		2,128	2,213
Soccer Head - 7th & 8th		2,128	2,213
Soccer Asst - 7th & 8th		1,864	1,938
Tennis Head - 7th & 8th		2,128	2,213
Track Head - 7th & 8th		1,915	1,991
Track Asst. - 7th & 8th		1,676	1,743
Wrestling Head - 7th & 8th		2,128	2,213
Wrestling Asst - 7th & 8th		1,864	1,938
<b>Boys/Girls Interscholastic Athletics</b>			
Cheerleader Coach - 8th		3,059	3,182
Cheerleader Coach - 7th		3,059	3,182
Cross Country Asst - 7th & 8th		1,676	1,743
Swimming Head		2,128	2,213
Swimming Asst		1,864	1,938
<b>Girls Interscholastic Athletics</b>			
Basketball Head - 8th A & B		3,460	3,599
Basketball Asst - 8th A & B		3,113	3,238
Basketball Head - 7th A & B		3,460	3,599
Basketball Asst - 7th A & B		3,113	3,238
Cross Country Head - 7th & 8th		2,128	2,213
Golf Head - 7th & 8th		2,128	2,213
Soccer Head - 7th & 8th		2,128	2,213
Soccer Asst - 7th & 8th		1,864	1,938
Softball Head - 7th & 8th		1,915	1,991



Softball Asst - 7th & 8th		1,676	1,743
Tennis Head - 7th & 8th		2,128	2,213
Track Head - 7th & 8th		1,915	1,991
Track Asst. - 7th & 8th		1,676	1,743
Volleyball Head - 8th		2,128	2,213
Volleyball Asst - 8th		1,864	1,938
Volleyball Head - 7th		2,128	2,213
Volleyball Asst - 7th		1,864	1,938
<b>ELEMENTARY</b>			
Media Specialist - Elementary	5		
Leadership Team		2,557	2,659
Robotics Coach		780	811
<b>SPECIAL SERVICES</b>			
Psychological Consultant		2,703	2,811
Department Leader - 7th/8th/9th	10	2,868	2,983
Autism Consultant	10		
Preschool Case Conf Coordinator	10		
<b>SPRING ARTS FESTIVAL</b>			
Coordinator		2,909	3,025
Concession Chairperson		949	987
Music Chairperson		949	987
Art Chairperson		949	987
Coordinator - off year		1,454	1,513
Concession Chairperson - off year		0	987
Music Chairperson - off year		0	987
Art Chairperson - off year		0	987

**ARTICLE FOUR**  
**REGULATIONS**  
**GOVERNING THE ADMINISTRATION OF THE**  
**SALARY RANGE**

1. The Superintendent or his/her designee has the discretion to set the new hire salary within the range established in Article II of this Agreement, but the salary cannot exceed the salary of a veteran teacher with similar experience and education credentials. Once established, the initial salary 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.

Contributions to the retirement plans will be promptly deposited with the record keeper for that plan. In regard to the 403(b) plan, teacher and any employer contributions can be deposited with vendors which maintain account balances for at least 10% of the participants in the 403(b) plan during the school year. In the event a vendor does not administer teacher accounts with balances for the minimum number of the participants in a particular school year, the Board is not responsible to forward contributions to that vendor and shall require the teacher to select a vendor who is designated by the Board to receive contributions during that school year.

4. Any funds otherwise allocated for teachers rated ineffective or improvement necessary will be equally distributed to all teachers rated effective or highly effective. The redistribution will be paid as a stipend after all salary increases have been awarded for the current school year.

## 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 parties have established an insurance committee that meets regularly, in collaboration with an insurance broker recommended by the committee, to make recommendations as to the insurance carrier, plan design, including wellness plans, and other aspects of the insurance program. A wellness plan will be offered to all teachers who participate in the district's health insurance. The joint committee to review the possible options will be composed of bargaining unit members appointed by the Wayne Township Classroom Teachers Association (WTCTA) and administrators appointed by the Superintendent. The Board's contribution per pay for the year will be the following dollar amounts:

Coverage	Board Contribution Per Pay - Plan 1	Board Contribution Per Pay - Plan 2	Board Contribution Per Pay - Plan 3
Single	156.66	157.30	163.27
Emp + Child	390.01	390.98	406.13
Emp+ Spouse	412.13	413.58	429.28
Family	557.05	558.91	580.13

Part-time personnel shall receive a pro rata share of the above. For spouses, both employees of the District, the following discount will apply:

10% less the employee cost of two (2) single plans of employee/spouse coverage

OR

10% less the employee cost of a single plan and an employee/child plan for family coverage

#### 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.

Previous "e.-Traditional Plan..." has been moved to #6 below

**e. Insurance Coverage for Retirees**

Any retired teacher of MSD of Wayne Township may elect to continue the District approved health insurance plan enrolled in at the time of retirement and to include family members covered at the time of retirement to the extent specified by state statute by paying the total premium.

**6. RETIREMENT - TRADITIONAL PLAN - For Wayne Township teachers with 15 or more of total teaching experience on June 2, 2003:**

Effective July 1, 2003, Section A of this Article (Retirement Longevity Pay), Section B of this Article (Retirement Severance Pay), and Section C 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.

**a. 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.

**b. 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.

**c. Additional Retirement Incentives**

**1. Eligibility Qualifications for Insurance and Additional Retirement Longevity Pay:**

- i) The teacher must be under contract or on an approved leave with MSD of Wayne Township at the time of retirement.
- ii) In the school year of retirement, the teacher must be at least fifty-five (55) years of age.
- iii) 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.

- iv) A teacher shall be eligible if he/she retires at the close of an academic year and files for his/her retirement benefit.
- v) 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
- vi) In the best interest of students, staff, parents, and community, these eligibility qualifications may be waived by the Superintendent of Schools.

**2. 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%

**3. Insurance**

- i) 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. (Moved up from iii. below) Such 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.
- ii) 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.
- iii) The Board's contribution per month for the year will be the lesser of the following percentages or dollar amounts:



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

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

**7. 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.

## **8. 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 twelve (12) days during the first school year of employment, and nine (9) 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 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 nine (9). 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.

In the event that a teacher has three (3) consecutive sick days, the teacher must provide a medical certification. In the case that a teacher is absent before or after a holiday or scheduled break as designated in the Board approved calendar, the teacher may be required to provide a medical certification.

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

## **9. 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. An annual report of the catastrophic illness leave bank will be published on or before annual Average Daily Membership (ADM) day in the fall semester for each budget year the Bank is in operation. Administration will prepare this report and forward it to the WTCTA President for approval and publication. The report shall include a statement of the number of days contributed to the Bank, the number of days granted from the Bank in the previous school year, and the number of days remaining in the Bank.
- j. 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.
- k. 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.
- l. 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.
- m. 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.

## **10. PAID EMERGENCY LEAVE - Death in the Family**

Emergency leave for death in the immediate family, shall be allowed with full compensation for **up to ten (10) consecutive or non-consecutive contract days for the death of a spouse or child**, or five (5) consecutive or non-consecutive contract days for all other immediate family members. The consecutive or non-consecutive contract days shall begin either on the day of the death or the day immediately following the death. The leave days are to be utilized for bereavement and related obligations for services and/or related business matters within ten (10) consecutive contract days of the passing of the family member. For extenuating circumstances that cause a teacher to not meet the timeline of bereavement leave, a written request may be submitted to the Assistant Superintendent for Human Resources to modify the leave window.

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.

## **11. PAID PERSONAL BUSINESS LEAVE**

Each teacher shall be entitled to three (3) 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.

A teacher who provides sixteen (16) hours of service (as defined in the following paragraph) during a school year is eligible for one (1) additional personal day to be used only in the following school year. Any personal leave days remaining at the end of the school year will be added to the teacher's sick leave accumulation.

Volunteering as a tutoring/coaching/activity/club sponsor/supervision or voluntary assignment to building or district leadership/committee work such as textbook adoption committee, school improvement committee, data team, common assessment team, Policy Advisory Committee (PAC), WTCTA Executive Board, WTCTA building representatives, etc. will be approved by the building principal or designee in advance of activity to qualify for service hours.

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, President's Day, and Memorial Day. The request must be made in writing to the building principal no later than seven (7) calendar days prior to the day requested. A personal business day may be used for the last teacher contract day of the school year as specified in the Board approved calendar.

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

## **12. MATERNITY LEAVE**

- A. Teachers requesting a maternity leave should contact the Assistant Superintendent for Human Resources for an appointment to discuss the leave details.
- B. Indiana law states: "A teacher who is pregnant may continue in active employment as late into pregnancy as she wishes, if she can fulfill the requirements of her position. Temporary disability caused by pregnancy shall be governed by the following:
  - 1. Any teacher who is pregnant shall be granted a leave of absence any time between the birth of the child and one (1) year following the birth of the child. She shall notify the Assistant Superintendent for Human Resources in writing of the expected length of this

leave, including with this notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. However, in the case of a medical emergency caused by the pregnancy, the teacher shall be granted a leave, as otherwise provided in this section, immediately on her request and the certification of the emergency from an attending physician.

2. All or part of a leave taken by a teacher because of a temporary disability caused by pregnancy shall be charged to her available sick days.
- C. The disability period during a maternity leave is determined by the teacher's physician's certification, as discussed in B. above. It is during this period of time that paid sick leave days shall be used for workdays that are missed. Teachers are able to use Income Protection Plan days and Catastrophic Illness Leave Bank days (as applicable) during the disability period after sick leave days are used. Teachers are not paid during a maternity leave after the disability period ends, unless a teacher elects to use personal business days.

Teachers may contact the Assistant Superintendent for Human Resources to request forms and schedule a meeting.

### **13. PATERNITY LEAVE**

- A. Teachers requesting a paternity leave should contact the Assistant Superintendent for Human Resources for an appointment to discuss the leave details.
1. Any teacher who is expecting the birth of a child shall be granted a leave of absence any time between the birth of the child and one (1) year following the birth of the child. The teacher shall notify the Assistant Superintendent for Human Resources in writing of the expected length of this leave, including with this notice either a physician's statement certifying the pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. However, in the case of a medical emergency caused by the pregnancy, the teacher shall be granted a leave, immediately on request and the certification of the emergency from an attending physician.
  2. All or part of a leave taken by a teacher because of the mother of the child's temporary disability caused by pregnancy or childbirth shall be charged to the teacher's available sick days.
- B. The disability period during a paternity leave is determined by the mother's physician's certification, as discussed in 1. above. It is during this period of time that paid sick leave days shall be used for workdays that are missed. Teachers are not paid during a paternity leave after the disability period ends, unless a teacher elects to use personal business days.

Teachers may contact the Assistant Superintendent for Human Resources to request forms and schedule a meeting.

### **14. ADOPTIVE LEAVE**

A teacher on regular contract who legally adopts a child of any age shall be granted up

to fifteen (15) consecutive workdays of paid leave during the adoptive process or at the time of placement. Leave will only be granted on one occasion, and a teacher who returns to work prior to the passage of fifteen (15) days forfeits the remainder of the adoptive leave. A teacher on regular contract may request an additional unpaid leave for up to one (1) year following the adoption, providing the leave request is submitted to the Assistant Superintendent for Human Resources at least thirty (30) days before commencing the leave.

If both adoptive parents are Wayne Township employees, only one (1) parent is entitled to the full aforementioned benefits. The other parent is entitled to five (5) consecutive workdays of paid leave. Family and Medical Leave Act (FMLA) benefits for eligible employees will run concurrently with adoptive leave benefits.

**15. WAYNE TOWNSHIP CLASSROOM TEACHER ASSOCIATION BUSINESS LEAVE**

A total of ten (10) association days will be granted per school year for the WTCTA president or his/her designee from the current elected WTCTA officers for the purpose of lobbying the General Assembly on education matters, WTCTA business, or IEERB sponsored professional development activities. Professional leave forms must be filled out and submitted to the building principal who will then submit to the Assistant Superintendent for Human Resources. No expenses will be paid by the school district other than salary and benefits.

In the event that WTCTA does not have an Executive Director, the president or his/her designee may take up to ten (10) additional association days within a particular school year as needed to conduct business on behalf of the association. WTCTA will pay for the substitutes for these days.

**16. WTCTA MEMBERSHIP DUES DEDUCTION**

A list of teachers on continuing membership and new membership will be submitted annually by the WTCTA to the Chief Financial Officer no later than September 30 and where a member authorizes the deductions, Association deductions will be made in four (4) equal payments from the regular salary of the teachers and remitted not less frequently than monthly to the Association.

**17. 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.

**18. TEACHERS' RETIREMENT FUND**

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

**19. ANNUITY PAYMENTS**

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

**20. 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.

*The following provision is effective on/retroactive to October 25, 2021. Teachers covering a class in lieu of assignment of a daily substitute will be paid the portion of the daily substitute rate equivalent to the timeframe covered by the teacher (such as a period, half-day, or full-day).*

**21. 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.

**2021-2023 CONTRACT AGREEMENT**

The undersigned attest to the following:

- 1. A public hearing was held in compliance with I.C. § 20-29-6-1(b) on, September 13, 2021, and electronic participation from the parties and/or public was not permitted; and
- 2. A public meeting in compliance with I.C. § 20-29-6-19 was held on October 11, 2021, to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted.

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**President, Wayne Township  
Classroom Teachers Association**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Superintendent of Schools**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Spokesperson, WTCTA**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Spokesperson, WTCTA**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Spokesperson, Board of Education**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Spokesperson, Board of Education**

\_\_\_\_\_  
**Date**