

**MASTER CONTRACT AGREEMENT**  
**BETWEEN**  
**THE BOARD OF SCHOOL TRUSTEES**  
**OF THE**  
**WABASH CITY SCHOOLS**  
**AND THE**  
**WABASH CITY TEACHERS' ASSOCIATION**  
**2017-2018**

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### PREAMBLE

It is agreed between the parties that our ultimate goal should be an educational program that provides a **relevant and rigorous education, founded upon relationships, to ensure each Wabash City Schools student is college and career-ready for success in a global community.**

## ARTICLE I

### Recognition and Definitions

#### A. Recognition

The Board recognizes the Association as the sole and exclusive representative of the teachers defined as the bargaining unit. The unit is to be comprised of the following: all certified employees as provided in Indiana Code 1971, 20-6 employed by the school corporation, excluding the superintendent of schools, principals, assistant principals, athletic director, supervisors, non-certified employees, confidential employees, or employees performing security who are working within the Wabash City Schools.

#### B. Definitions

Board - The Wabash City Schools Board of School Trustees, its representatives and agents

Association - The Wabash City Teachers' Association, its representatives and agents

Work Day - Monday through Friday except for legal holidays and scheduled vacations

Teacher - A member of the bargaining unit

Superintendent of Schools - The superintendent of the Wabash City Schools

School Corporation - The Wabash City Schools, its representatives and agents

Business Day - Day in which public and private offices are open to conduct business

## ARTICLE II

A teacher shall be given credit for one (1) year of teaching experience while on an approved leave of absence from the school system, provided that teacher successfully completes a minimum of twenty (20) semester hours or thirty (30) term hours of approved college study during the year of absence and returns to the school system the next year.

In the event no agreement has been reached between the Board and the Association on the items to be bargained collectively within fourteen (14) days of the submission date of the budget by the Board as provided in Indiana Code 20-29-6-16, the salary credits for professional growth reimbursement previously added to a contract of a member of the bargaining unit during the preceding school year shall be deducted in determining the status quo.

#### Tuition Assistance

In order to encourage teachers to earn a master's degree in specific areas or to become certified to teach dual credit or advanced placement classes, a teacher may receive tuition assistance up to the full cost of tuition to earn those credentials. This will be negotiated with the Superintendent on a case by case basis. Precedence will be according to teacher performance reviews, current credentials and the best interests of Wabash City Schools.

A teacher who participates in the tuition assistance plan agrees to stay with Wabash City Schools for at least a period of five years after completion of classes. If the teacher leaves before completing five years they will owe Wabash City Schools the full cost of the tuition assistance.

### ARTICLE III

#### Insurances

##### A. Medical, Dental, and Vision Insurance

#### Certified

#### PLAN 1

Certified	Total Medical	Total Dental	Total Vision	Employee/ Pay/Med	Employee/ Pay/Den	Employee Pay/Vision	Corporation Pay/Total
Employee	8,808	206	73.20	110.10	2.58	0.92	265.04
Employee + Spouse	19,392	680	165.60	242.40	8.50	2.07	590.26
Employee + children	15,000	680	165.60	187.50	8.50	2.07	462.16
Family	25,608	680	165.60	320.10	8.50	2.07	771.56

#### PLAN 2

Certified	Total Medical	Total Dental	Total Vision	Employee/ Pay/Med	Employee/ Pay/Den	Employee Pay/Vision	Corporation Pay/Total
Employee	8,232	206	73.20	86.10	2.58	0.92	265.04
Employee + Spouse	18,132	680	165.60	189.90	8.50	2.07	590.26
Employee + children	13,992	680	165.60	145.50	8.50	2.07	462.16
Family	23,916	680	165.60	249.60	8.50	2.07	771.56

#### PLAN 3

Certified	Total Medical	Total Dental	Total Vision	Employee/ Pay/Med	Employee/ Pay/Den	Employee Pay/Vision	Corporation Pay/Total
Employee	7,224	206	73.20	44.10	2.58	0.92	265.04
Employee + Spouse	15,912	680	165.60	97.40	8.50	2.07	590.26
Employee + children	12,276	680	165.60	74.00	8.50	2.07	462.16
Family	20,976	680	165.60	127.10	8.50	2.07	771.56

#### PLAN 4

Certified	Total Medical	Total Dental	Total Vision	Employee/ HSA Pay	Employee/ Pay/Den	Employee Pay/Vision	Corporation Pay/Total
Employee	5,724	206	73.20	18.40	2.58	0.92	265.04
Employee + Spouse	12,588	680	165.60	41.10	8.50	2.07	590.26
Employee + children	9,708	680	165.60	33.00	8.50	2.07	462.16
Family	16,608	680	165.60	54.90	8.50	2.07	771.56

In the event no agreement is reached, the Board will continue contributing only the above amount per tier.

Effective October 1, 2015, a spouse that is eligible for medical insurance from his or her employer, where the employer pays at least fifty percent (50%) of a single plan, will no longer be eligible for coverage under the Wabash City Schools health plan

#### B. Disability Insurance

The Wabash City Schools shall pay the full premium, except for \$.96 per year, for each teacher enrolled in the group disability insurance plan.

#### C. Life Insurance

Each teacher enrolled in the group life insurance plan will be allocated the full cost of the monthly premium for \$50,000.00 insurance for the 2017-2018 school year; provided, the teacher shall pay not less that \$.96 per year of the group life insurance premium. In addition, each teacher enrolled in the group life insurance plan will be allocated the full cost of the monthly premium for the double indemnity accidental death insurance policy.

#### D. Insurance Carriers

The Board and the Association shall mutually study and select insurance carriers.

#### E. Teachers on Leave

A teacher on a professional leave of absence approved by the Board may, if the group insurance carriers permit, continue, at the sole expense to the teacher and without cost to the school corporation, the group medical, dental, vision, disability and life insurance plans.

#### F. Part-time Teachers

All teachers hired after August 22, 1991 on a part-time basis will receive a medical, dental, and vision allocation in proportion to their schedule. Part-time teachers will receive all other insurance allocations on the same basis as a full-time teacher. A part-time teacher must, however, work 17.5 hours per week to qualify for insurance benefits. (All teachers hired before August 22, 1991 will receive insurance allocations equivalent to those of a full-time teacher even if they are working on a part-time basis.)

## ARTICLE IV

### Leaves

#### A. Sick & Family Illness Leave

Each full-time teacher may be absent from work with pay on account of illness, family illness or quarantine for twelve (12) days each year (these days are called sick days). If a teacher does not use all of his/her sick days in a school year, the unused days accumulate up to a total of ninety (90) days.

For purposes of retirement pay, sick leave days shall accumulate beyond the ninety (90) day limit.

Family illness shall be defined as an illness, surgery or accident involving the teacher's immediate family. The term "immediate family" shall include the teacher's spouse, children, mother, father, mother-in-law, father-in-law, and anyone living in the teacher's household.

A teacher employed under a regular teacher's contract for less than the full school year shall be entitled to a prorated number of sick days, and those sick days unused at the end of the school year shall accumulate in the same manner and subject to the same limitations applicable to a full-time teacher.

If a teacher accumulates one (1) or more sick days with another school corporation and then becomes employed by this school corporation, there shall be added to his/her sick days, for his/her second year and each succeeding year, eight (8) sick days until the accumulated days to which the teacher was entitled in his/her last school corporation of employment are exhausted; provided, the total number of unused sick days, whether earned or accumulated as a result of the teacher's employment with this school corporation or another school corporation, may not accumulate up to more than the maximum permitted: - ninety (90) days.

An absence by a teacher due to a work-related injury incurred in the course of the teacher's employment while on an assigned duty authorized by the Board and for which the member receives worker's compensation disability benefits shall be charged on a prorata amount of sick days in the necessary proportion as provided in the 1945 Indiana Attorney General's Opinion Number 134 to equal the regular dollar amount normally paid to the teacher by the school corporation.

Compensation to be paid to a teacher by the school corporation during any period of sick leave shall be reduced by the amount of any disability benefits which the teacher is entitled to receive from social security or the group disability plan described in Paragraph B of Article XXI under disability insurance.

## B. Personal Leave

Personal Leave - Each teacher may have three (3) days each year with pay for the transaction of personal business or the conduct of personal or civic affairs. At the conclusion of the school year, the unused personal leave days shall accumulate as sick leave days for the succeeding school year. If a teacher retires or leaves the school system and uses the severance benefits outlined in this contract, any unused personal leave days in the teacher's final year will be compensated on the same basis as accumulated sick leave.

Emergency Leave - If a teacher has exhausted his/her personal leave, the teacher may, upon the recommendation of the superintendent of schools, be granted an additional three (3) days of emergency leave. These leave days would be taken from the employees sick days.

Request for Emergency and Personal Leave - All requests for emergency and personal leave shall be submitted to the superintendent of schools in writing and shall state the reason and necessity for the absence.

## C. Bereavement Leave

A teacher may be absent from work with pay for death in his/her immediate family for a period of five (5) school days. Immediate family shall include only the teacher's spouse, child, son-in-law, daughter-in-law, sister, brother, mother, father, father-in-law, mother-in-law, grandparent, grandparent-in-law, grandchild, and any other person who at the time of death was living with the teacher as a member of the teacher's household. A teacher may be absent from work with pay for two (2) days because of the death of a brother-in-law or sister-in-law. Bereavement days must be used within 365 days of the date of death. One day may be used for circumstances not associated with the above categories. Paid bereavement cannot exceed 5 days per year.

## D. Legal Leave

Any teacher subpoenaed to serve on a jury or to testify in a legal proceeding shall be compensated their full per diem rate. The teacher shall return to the school corporation all compensation for such duty except travel and /or living expenses. It will be the responsibility of the teacher to present the superintendent of schools with proper evidence as to the services and amount of compensation received.

## E. Maternity Leave

The Board recognizes applicable state and federal law as it relates to leaves of absence for pregnant teachers. **Family Medical Leave Act covers a maximum of 12 weeks for leave due to pregnancy unless medical complications require a longer leave under FMLA guidelines.**

Additionally,

Teachers, upon return, shall be offered the same position held at the time the leave commenced, except that if the position no longer exists, the teacher shall be offered a comparable position.

The teacher may use any part of her accumulated sick leave days during maternity leave.

The expected date of return may be adjusted at the option of the teacher granted such leave.

## F. Adoptive Leave

Adoptive leave shall be granted for up to a period of one (1) school year without compensation. Upon initial application for adoption, the teacher shall notify the superintendent of schools of the teacher's intent to request adoptive leave. The period of adoptive leave shall commence when custody of the child is granted. The teacher may use any part of his/her accumulated sick leave days during adoptive leave. Procedures and conditions for returning shall be the same as those applicable for maternity leave.

## G. Paternity Leave

A teacher whose spouse is pregnant may be absent from work for up to three (3) days for activities concerning the birth of the child. These days will count towards employees sick/family illness days.

A teacher whose spouse is pregnant shall be granted a leave of absence without compensation anytime between the birth of the child and one (1) year following the birth of the child if he notifies the superintendent of schools in writing at least thirty (30) days before the date on which he wishes to start his leave. Notice may be waived by the Board in the event of an emergency.

He shall notify the superintendent of schools of the expected length of this leave, including with this notice either a physician's statement certifying his spouse's pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. The teacher may use any part of his accumulated sick leave days during the paternity leave. The procedures and conditions for the teacher's return shall be the same as those applicable to the return of a teacher on maternity leave.



#### H. Study Leave

An unpaid leave of absence shall be granted to any teacher for a maximum of one (1) year for the purpose of engaging in study at an accredited college or university provided that the request is submitted to the superintendent of schools by April 1 effective the next school year.

#### I. Part-Time Teachers

All part-time teachers will receive leave allocations in proportion to their schedules.

#### J. Military Leave

Requests for military leave shall be made to the Superintendent at least two (2) weeks in advance of impending military service.

For purposes of seniority and placement on the salary schedule, a maximum of two (2) years of absence in the Armed Services of the United States or the auxiliaries thereof shall be counted as service to the Corporation. (Please see Neola Policy 4430 for specifics.)

#### K. President's Leave

The superintendent of schools shall grant to the Wabash City Teachers' Association a maximum of eight (8) days leave per year for association activities without loss of compensation. These activities include Indiana General Assembly visitation and association business of the leadership of the Wabash City Teachers' Association or his/her designee.

### ARTICLE V

#### Sick Leave Bank

##### A. Purpose

A voluntary sick leave bank shall be established for the benefit of all teachers under a regular teacher's contract who elect to join the sick leave bank. The sick leave bank shall be used for the purpose of providing a bank of days upon which members of the sick leave bank may draw in case of extended illness of the teacher. The following rules shall govern the operation of the sick leave bank:

##### B. Participation

The sick leave bank program is open to all teachers in the Wabash City Schools.

No teacher shall be required to participate in the program.

A participant shall contribute one (1) day the year he/she joins the sick leave bank in order to be eligible for benefits from the sick leave bank. A teacher may elect to join the sick leave bank by providing written authorization to the superintendent of schools. No additional contribution of days will be required unless the bank drops below one hundred (100) days. At that time all participants will again contribute one (1) day.

The annual enrollment period for accepting voluntary membership in the sick leave bank shall be the first ten (10) days of the school year or the first ten (10) days following ratification of the contract, whichever is later.

A teacher employed by the school corporation after the annual enrollment period has passed shall have ten (10) days from the date of employment in which to enroll in the sick leave bank.

Teachers electing to become members of the sick leave bank must remain members for the entire school year. A member of the sick leave bank ceases to be a member upon his/her termination of employment in the school corporation.

Membership in the sick leave bank shall be automatically continued from one school year to the next unless the member indicates in writing his/her election to withdraw from the sick leave bank. Such withdrawal must be so indicated during the annual enrollment period.

### C. Eligibility

Applicants to the bank must satisfy the following criteria:

1. All sick leave and personal leave must have been exhausted by the member.
2. A waiting period of five (5) teaching days after the exhaustion of accumulated sick leave and personal leave must pass before a teacher may apply for the use of sick leave bank days. The bank days shall take effect after the waiting period and upon approval of the sick leave bank committee.
3. The bank days requested shall apply to days prior to the date when the teacher's long term disability insurance would commence.
4. A maximum number of days to be granted per teacher shall be thirty (30) school days per school year. The extension of the thirty (30) day limitation may be granted at the discretion of the sick leave bank committee not to exceed an additional thirty (30) days. Any extension beyond this sixty (60) day limitation will require approval of the Board.

### D. Procedure

A written application by the participating member of the bank or a member of his/her family accompanied by a doctor's certificate stating the nature, estimated length of disability, and prognosis of the person's condition is to be submitted to the sick leave bank committee for information and action.

An applicant must have evidence of being a donating member of the bank prior to the time of need.

All medical information concerning an applicant shall be held in strict confidence by the committee.

Application for use may be made by the personal representative in cases where the individual employee is unable to do so.

The sick leave bank committee will act upon each application and shall inform the applicant or member of the family of the decision. The sick leave bank committee shall report a written decision to the corporation bookkeeper.

The administration of the bank will be vested in the sick leave bank committee.

#### E. Sick Leave Bank Committee

This committee shall consist of two (2) members of the administration appointed by the superintendent of schools and two (2) members of the bargaining unit appointed by the Association president. The superintendent of schools will act as chairperson of this committee. The chairperson will have no voting power. In the event of a tie vote, the Association president or his/her designee shall cast the deciding vote.

#### F. Repayment

The recipient who remains in the employment of the Wabash City Schools shall repay the bank for borrowed days at the rate of three (3) days per school year until the loan has been paid.

A recipient who leaves the Wabash City Schools and still owes days to the sick leave bank must transfer any accumulated sick leave and personal leave days to the bank as payment toward the loan. If these days are insufficient to cover the number of days owed the bank, the school corporation will deduct the cost of substitute teachers from the recipient's remaining pay.

If for any reason the recipient is unable to repay the remaining days borrowed through methods outlined above, he/she or his/her family or estate will reimburse the school corporation the cost of the substitute teachers.

Recipients who retire, become totally disabled, or die after borrowing from the sick leave bank may be exempt from repayment. The recipient, or the recipient's personal representative in cases when the individual employee is unable to do so, must apply for this exemption. The application is to be directed to the sick leave bank committee, which will make the final determination on the request.

**WABASH CITY SCHOOLS  
Sick Leave Bank Participation Form**

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A voluntary sick leave bank has been established for the benefit of all teachers under a regular teacher's contract who elect to join the sick leave bank. The sick leave bank shall be used for the purpose of providing a bank of days upon which members of the sick leave bank may draw in case of extended illness of the teacher. The rules governing the operation of the sick leave bank may be found in the Master Contract.

The sick leave bank program is open to all teachers in the Wabash City Schools. No teacher shall be required to participate in the program.

A participant shall contribute one (1) day the year he/she joins the sick leave bank in order to be eligible for benefits from the sick leave bank. A teacher may elect to join the sick leave bank by providing written authorization to the superintendent of schools. No additional contribution of days will be required unless the bank drops below one hundred (100) days. At that time all participants will again contribute one (1) day.

The annual enrollment period for accepting voluntary membership in the sick leave bank shall be the first ten (10) days of the school year or the first ten (10) days following ratification of the contract, whichever is later. A teacher employed by the school corporation after the annual enrollment period has passed shall have ten (10) days from the date of employment in which to enroll in the sick leave bank.

Teachers electing to become members of the sick leave bank must remain members for the entire school year. A member of the sick leave bank ceases to be a member upon his/her termination of employment in the school corporation.

Membership in the sick leave bank shall be automatically continued from one school year to the next unless the member indicates in writing his/her election to withdraw from the sick leave bank. Such withdrawal must be so indicated during the annual enrollment period.

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Teacher Name: \_\_\_\_\_

\_\_\_\_\_ I elect to **JOIN** the Wabash City Schools Sick Leave Bank

\_\_\_\_\_ I elect to **WITHDRAW** from participation in the Wabash City Schools Sick Leave Bank

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ARTICLE VI**

**Retirement Benefits, Early Retirement Benefits, and Severance Benefits**

**A. Retirement Benefits (For Employees hired on or before June 1, 2000)**

Retirement pay shall be provided to a retiring teacher employed by the Wabash City Schools during the year immediately preceding his/her retirement according to the following requirements and provisions:

1. Payment will be based upon retirement as stipulated below, provided the retiring teacher has reached age fifty-five (55) or meets the rule of eighty-five (85) (age + experience equals 85) and has a minimum of ten (10) years of teaching experience in this school corporation.
2. The teacher shall notify the superintendent of schools in writing of intent to retire not later than July 1 in the year prior to retirement.
3. Permanent retirement from full-time teaching must be evidenced.
4. The Board in case of permanent retirement due to disability may waive the notification date and minimum age requirement.
5. Each year of teaching service in the Wabash City Schools shall be compensated by \$270 and each accumulated sick leave day shall be compensated by \$50.
6. Upon the death of the teacher otherwise eligible for retirement pay, payment will be forwarded to the teacher's estate.
7. A year's service is considered to be one hundred twenty (120) contract days.

**B. 401(a) Retirement Plan (For Employees listed on or before June 1, 2000)**

1. The Board agrees to establish and maintain a qualified 401(a) Annuity Plan (hereinafter referred to as the "401(a) Retirement Plan") for all certified employees on a regular teaching contract covered under this collective bargaining agreement. The 401(a) Retirement Plan shall be available for all certified employees. The 401(a) Retirement Plan contributions will commence with the 2000-2001 contract year and continue each contract year thereafter.
2. The contribution made to the 401(a) Retirement Plan by the Board will be as follows:

<u>Contract Year</u>	<u>Contribution Amount</u>
2006-2007 & thereafter	3.0% of salary

3. The Parties agree that the 401(a) Retirement Plan shall replace the current Retirement Benefit and Early Retirement Plan in effect for the 2000-2001 school year. For those certified employees who participate in the 401(a) Retirement Plan, the current Retirement Benefit and Early Retirement Plan will remain in effect until such earlier time as a certified employee receives a greater benefit from the accumulated value in the new 401(a) Retirement Plan, than he or she would have received under the current Retirement Benefit and Early Retirement Plan.
4. In the event, due to market fluctuations, a certified employees (401(a) Retirement Plan account experiences a loss, the Board's responsibility under the Retirement Benefit and Early Retirement Plan shall be the amount which the employee would have received under the Retirement Benefit and Early Retirement Plan less the amount previously contributed by the Board under the 401(a) Retirement Plan.
5. All eligible employees participating in the 401(a) Retirement Plan shall be 75% vested in the plan upon the completion of eight (8) years of service with Wabash City Schools and 100% vested in the plan upon the completion of ten (10) years of service with Wabash City Schools. For the certified employees hired after June 1, 2000, the new 401(a) Retirement Plan shall permanently replace both the current Retirement Benefit and Early Retirement Plans.
6. All eligible employees participating in the 401(a) Retirement Plan shall also receive compensation at retirement toward the group medical, dental, and vision insurance programs. This compensation shall be figured by the following formula: Each year of teaching service in Wabash City Schools multiplied by \$500 and each accumulated sick leave day multiplied by \$100. This benefit is limited to the yearly cost of a single plan up until the age of 65. Teachers who do not wish to continue with Wabash City Schools insurance programs or who have reached the age of 65 before retirement will be compensated for all accumulated sick leave days at a rate of \$50 per day. This compensation shall not be paid directly to the employee, but shall be deposited in the 401(a) Retirement Plan prior to the employee's separation from Wabash City Schools.
6. Any retirement or benefits payable under VII A or B shall not be paid directly to the employee, but shall be deposited in the 401(a) Retirement Plan prior to the employee's separation from the Wabash City Schools. The final 401(a) Retirement Plan payment will be subject to applicable IRS guidelines concerning maximum contribution levels. Any dollar amounts exceeding IRS guidelines shall be deposited into a Non-Elective 403(b) Plan.
7. The 401(a) Plan shall:
  - a. Be subject to all applicable Internal Revenue Service regulations.
  - b. Have no contract initiation fees charged to the employee.
  - c. Have no administrative or Plan Document charge to the Board.

C. 401(a) Retirement Plan (For Employees hired after June 1, 2000)

For all certified employees hired after June 1, 2000 the 401(a) Plan shall be the only retirement benefits available.

The Board agrees to establish and maintain a qualified 401(a) Annuity Plan (hereinafter referred to as the "401(a) Retirement Plan") for all certified employees on a regular teaching contract covered under this collective bargaining agreement. The 401(a) Retirement Plan shall be available for all certified employees. The 401(a) Retirement Plan contributions will commence with the 2000-2001 contract year and continue each contract year thereafter.

The contribution made to the 401(a) Retirement Plan by the Board will be as follows:

<u>Contract Year</u>	<u>Contribution Amount</u>
2006-2007 & thereafter	3.0% of salary

All eligible employees participating in the 401(a) Retirement Plan shall be 75% vested in the plan upon the completion of eight (8) years of service with Wabash City Schools and 100% vested in the plan upon the completion of ten (10) years of service with Wabash City Schools.

All eligible employees participating in the 401(a) Retirement Plan shall also receive compensation at retirement toward the group medical, dental, and vision insurance programs. This compensation shall be figured by the following formula: Each year of teaching service in Wabash City Schools multiplied by \$500 and each accumulated sick leave day multiplied by \$100. This benefit is limited to the yearly cost of a single plan up until the age of 65. Teachers who do not wish to continue with Wabash City Schools insurance programs or who have reached the age of 65 before retirement will be compensated for all accumulated sick leave days at a rate of \$50 per day. This compensation shall not be paid directly to the employee, but shall be deposited in the 401(a) Retirement Plan prior to the employee's separation from Wabash City Schools.

The 401(a) Plan shall:

- a. Be subject to all applicable Internal Revenue Service regulations.
- b. Have no contract initiation fees charged to the employee.
- c. Have no administrative or Plan Document charge to the Board.

D. 401(a) Carrier

The board and the Association shall mutually study and select the 401(a) carrier.

- E. A teacher entitled to retirement, early retirement or severance benefits who dies before receiving them will have the earned monies forwarded to the teacher's estate.

\*\*The Board shall pay the teacher's contribution (3%) to the Indiana State Teacher's Retirement Fund.

## **ARTICLE VII Compensation Model**

### **PHILOSOPHICAL FRAMEWORK**

#### **WABASH CITY SCHOOLS**

- 1 The Compensation Model should be clear to all stakeholders.
- 2 The Compensation Model should attempt to compensate the Wabash City Schools teacher who is deemed effective in line with the prior salary schedule.
- 3 The Compensation Model should look to reward teachers for commitment to their students and to their craft.
- 4 The Compensation Model should be fair and equitable to all teachers.

#### **Compensation System Description**

The Compensation Model will be based on teacher experience/education (not to exceed 33%) & performance based on the State Approved Evaluation model and broken into two performance tiers: an overall evaluation level of a 1 or 2 (1-2.4) will not receive additional compensation; an overall evaluation level of a 3 or 4 will receive the bargained additional compensation.

Current State Approved Evaluation system is RISE and the tiers are based off that Evaluations scoring method of a 1-4 point system.

Base Salary: All beginning teachers with 0 years of experience will begin at \$35,000.00.

<b>Teacher Level</b>	<b>RISE Score</b>	<b>Dollars added</b>
Inefficient / Needs improvement	1-2.4	\$0
Effective / Highly Effective	2.5-4.0	\$670
Experience ( 120 or more days)	2.5-4.0	\$330,

Increased Compensation: Each certified faculty member will receive compensation based upon their teacher evaluation and an additional year of experience. This additional compensation will be added to the member's base salary.

Salary Cap: Teacher's base salaries will be capped at \$60,000.00. Annual stipends can be earned regardless of base salary.

Salary Range : The salary range for this contract is \$35,000 - \$60,000

Experience: Experience is defined as having worked at least 120 days in the school corporation



**Newly hired teachers:** Newly hired teachers with previous teaching experience may negotiate his or her beginning salary with the superintendent or designee within the salary range.

**Hiring Stipend:** Teaching positions that are posted for a minimum of 2 weeks on a large scale medium (state wide) that have low application numbers can be awarded a stipend paid only the first year to the teacher regardless of teaching experience. This stipend can be no larger than \$2,000 and the amount and choice of awarding it are subject to administration judgement.

**ADM Stipend:** If Wabash City Schools ADM on 9/15/17 is above 1480, each eligible certified faculty member will receive a stipend. The stipend pot will be \$1500 per ADM over 1480. The pot will be divided equally among eligible members and paid out the first pay in December.

Compensation can only be earned by effective/highly effective teachers. If a teacher earns either a 1 (ineffective) or a 2 (needs improvement) on their evaluation, then he or she will be unable to earn any additional compensation. The compensation amount that would have been allocated for teachers rated ineffective or needs improvement shall be allocated for compensation to teachers rated effective or highly effective.

**Compensation can only be issued if the teacher remains employed with the district during the year following the earned units.**

### **Professional Growth Reimbursement**

In order to encourage teachers to further their professional growth, a teacher shall receive a stipend during the term of one (1) contracted year for semester or term hours completed as follows:

The teacher successfully completing approved college study during the second semester of the preceding school year of two (2) consecutive contract periods or during the summer between two (2) consecutive contract periods shall upon submitting to the Board proof of completion earn a stipend in the amount of \$200.00 for each semester hour or \$144.00 for each term hour with such amount to be paid during the first semester of the current school year.

A teacher successfully completing approved college study during the first semester of the school year shall have upon submitting to the Board proof of completion earn a stipend in the amount of \$200.00 for each semester hour or \$144.00 for each term hour with such amount to be paid during the second semester of the school year.

Reimbursement can only be earned by effective/highly effective teachers. If a teacher earns either a 1 (ineffective) or a 2 (needs improvement) on their evaluation, then he or she will be unable to receive reimbursement.

**ARTICLE VIII**

Teachers shall not be required to accept extracurricular positions.

**I. HIGH SCHOOL EXTRACURRICULAR SUPPLEMENTALS  
2017-2018 School Year**

1.	Musical/Theatrical	
	Director of Bands .....	5514
	Summer Instrumental Practice .....	2742
	Assistant Summer Instrumental Music .....	1985
	Winter Guard.....	1153
	Indoor Percussion.....	1153
	Director of Choirs .....	4249
	Director of Theatrical Production (maximum of three) .....	1134
	Assistant Director of Theatrical Production (maximum of three).....	681
2.	Miscellaneous	
	Coordinator, Academic Competition (2) .....	1731
	Forensic Sponsor .....	1829
	Newspaper Sponsor .....	1317
	Student Council Sponsor (2).....	681
	Yearbook Sponsor .....	1317
	Freshman Co-Sponsor (2).....	448
	Sophomore Co-Sponsor (2) .....	448
	Junior Co-Sponsor (2) .....	648
	Senior Co-Sponsor (2) .....	548
	Shop Maintenance (2) .....	910
	SADD Sponsor .....	448
	National Honor Society Sponsor (2) .....	224
	Intramural Sponsor .....	1062
	Key Club .....	1414
	Best of the Best (3).....	900
	Computer Club .....	448
	Building Information Liaison.....	500
	Mentor Teacher.....	1000
3.	Athletics	
	Cheerleader/Booster Club Sponsor.....	1825
	Dance Team Sponsor .....	1415
	Girls' Varsity Volleyball .....	3840
	Girls' Assistant Volleyball .....	2175
	Girls' 9 <sup>th</sup> Grade Volleyball .....	1475
	Boys' Tennis .....	2530
	Boys' Assistant Tennis .....	1240
	Varsity Cross Country .....	3415
	Varsity Football .....	7790
	Assistant Football (4).....	3120
	Girls' Golf .....	2530
	Boys' Varsity Soccer .....	3040
	Asst. Boys Soccer .....	1450
	Girls' Varsity Soccer .....	3040
	Asst. Girls Soccer .....	1450

Boys' Varsity Basketball .....	7790
Boys' Junior Varsity Basketball .....	3455
Boys' 9 <sup>th</sup> Grade Basketball .....	2940
Girls' Varsity Basketball .....	7790
Girls' Junior Varsity Basketball .....	3455
Girls' 9 <sup>th</sup> Grade Basketball .....	2165
Varsity Wrestling .....	3415
Assistant Varsity Wrestling .....	2165
Varsity Swimming .....	3175
Asst. Varsity Swimming .....	1750
Varsity Baseball .....	3895
Assistant Varsity Baseball .....	2085
Junior Varsity Baseball .....	2320
Girls' Varsity Softball .....	3630
Girls' Assistant Varsity Softball .....	2085
Boys' Varsity Track .....	3160
Boys' Assistant Track .....	2255
Girls' Varsity Track .....	3160
Girls Assistant Varsity Track .....	2255
Girls' Tennis .....	2530
Girls' Assistant Tennis .....	1240
Boys' Golf .....	2530

4. Supplementals	
Assistant Athletic Director .....	3200
Athletic Event Supervisor .....	2700
Boys' Summer Conditioning (2) .....	470
Girls' Summer Conditioning (2) .....	470
Baseball Facility Maintenance .....	1315
Weight Room Coordinator.....	1465

**II. MIDDLE SCHOOL EXTRACURRICULAR SUPPLEMENTALS  
2017-2018**

2. Miscellaneous	
Theatrical Speech.....	506
Drama .....	759
Student Council Sponsor .....	498
Yearbook Sponsor .....	952
Science Club Summer Trip.....	1500
Coordinator, Academic Competition (2) .....	1111
Coordinator, Academic Competition (5 <sup>th</sup> Grade).....	786
Grade Level Team Leaders (5) [5, 6, 7, 8, RA].....	683
Battle of the Books Competition (2) .....	370
Computer Club .....	448
Building Information Liaison.....	500
Mentor Teacher.....	1000
3. Athletics	
Cheerleader/Booster Club Sponsor .....	1200
Middle School Golf.....	1600
Tennis.....	1000

8 <sup>th</sup> Grade Football (Head) .....	1800
8 <sup>th</sup> Grade Football (Assistant) .....	1600
7 <sup>th</sup> Grade Football (Head) .....	1800
7 <sup>th</sup> Grade Football (Assistant) .....	1600
8 <sup>th</sup> Grade Girls' Volleyball .....	1800
7 <sup>th</sup> Grade Girls' Volleyball .....	1800
5 <sup>th</sup> /6 <sup>th</sup> Grade Girls' Volleyball ..	1200
Boys' 8 <sup>th</sup> Grade Basketball .....	1900
Boys' 7 <sup>th</sup> Grade Basketball .....	1900
Boys' 5 <sup>th</sup> /6 <sup>th</sup> Grade Basketball...	1250
Girls' 8 <sup>th</sup> Grade Basketball .....	1900
Girls' 7 <sup>th</sup> Grade Basketball .....	1900
Girls' 5 <sup>th</sup> /6 <sup>th</sup> Grade Basketball .	1250
Middle School Track (Head) ...	1800
Middle School Track (Assistant) (3) .....	1600
Middle School Wrestling (Head) .....	1800
Middle School Wrestling (Assistant) .....	1600
Middle School Cross Country .....	1800
Middle School Baseball (Head) .....	1800
Middle School Baseball (Assistant) .....	830
Middle School Softball (Head).....	1800
Middle School Softball (Assistant) .....	830
Middle School Swimming (Head).....	1800
Middle School Swimming (Assistant) .....	830
Middle School Soccer (Head) .....	1800
Middle School Soccer (Assistant) .....	830

**III. ELEMENTARY SCHOOL EXTRACURRICULAR SUPPLEMENTALS**  
2017-18 School Year

Choir (K-4).....	600
Head Teacher .....	682
Building Information Liaison.....	500
Computer Club .....	448
Be Well OJ Coordinator .....	1461
Mentor Teacher.....	1000
Boys Basketball (3).....	600
Volleyball (3) .....	600
Girls Basketball (3).....	600

**IV. SYSTEM-WIDE EXTRACURRICULAR SUPPLEMENTALS**  
2017-18 School Year

Department Head, Secondary (Math, English, Science, Social Studies).....	2000
Department Head, Secondary .....	975
Dual Credit (per semester class) .....	750
Photography .....	668
Working two (2) or three (3) buildings .....	418
(Does not include teacher shared between MS and HS)	
Coordinator, Library Equipment .....	1200
Grade Level Team Leaders - Elementary (5) [K-4].....	683

***The number of positions above are listed for informational purposes only***

## Article IX

### Grievance Procedure

#### A. Grievance Definitions

1. Grievance - The word grievance means, and shall be limited to, (a) an alleged violation of an express article or section of this written contract, except where such article or section is exempt from this procedure.
2. Grievance Policy - The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby teachers can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all teachers and no reprisals of any kind shall be taken against any teacher for initiating or participating in the grievance procedure. All teachers shall be entitled to utilize the grievance procedure.

#### B. Grievance Procedure

1. Informal Grievance - Any teacher who believes he/she has a basis for a grievance shall first present the matter orally to his/her building principal within ten (10) working days of the time the teacher first knew or should have known of the act or condition which is the basis of the alleged grievance. This oral presentation shall be made in an informal manner. If the grievant so desires, he/she may be accompanied by a representative from the Association. If a representative from the Association is involved, the oral presentation shall take place after school hours. Failure to confer relative to said alleged grievance shall prevent the grievant from filing an alleged grievance at any formal grievance level. The principal shall have five (5) working days from the date the issue was first raised to reply to the grievant. Failure of the principal to reply shall result in the grievance automatically progressing to Step 1 below.
2. Formal Grievance (Step 1) - Within five (5) working days from the principal's reply, the grievance shall be reduced to writing and filed with the grievant's building principal. The grievance, reduced to writing, shall contain a concise statement of the facts upon which the grievance is based, specific reference to all express articles or sections of this contract misinterpreted or misapplied, the contention of the grievant with respect to the provisions of said articles and sections and the relief sought. Within five (5) working days of receipt of the written grievance the building principal shall review the matter with the grievant. The grievant may be accompanied by a representative from the Association. Any discussion between the grievant, representative and principal will take place after school hours

The principal shall take action within five (5) working days following the receipt of the written grievance, and shall give the teacher written notice of his/her action with a copy of the action being sent to the superintendent of schools. Failure of the principal to reply within the five (5) working day period causes the grievance to automatically go to the next step.

3. Formal Grievance (Step II) - If the action taken by the building principal does not resolve the grievance to the satisfaction of the teacher, the teacher may, within five (5) working days of the building principal's action, appeal in writing directly to the superintendent of schools.

Matters referred to this step will be heard by the superintendent of schools or his/her designee. Either party may be represented by persons of their own choosing. The review of the grievance will take place at a time and location designated by the superintendent of schools within five (5) working days of the receipt of the written appeal. The superintendent of schools shall issue a written disposition of his/her action within five (5) working days of the review. Such written disposition shall be sent to the teacher filing the grievance, building principal, president of the Board, and the teacher's representative at the review.

4. Formal Grievance (Step III) - If the action taken by the superintendent of school does not resolve the grievance to the satisfaction of the teacher the teacher may appeal in writing, within five (5) working days of the superintendent of school's action to the Board. Such written appeal shall contain a concise statement of the facts upon which the grievance is based, a reference to the specific provision of the articles or sections of this contract-allegedly violated, misinterpreted or misapplied and the reasons the building principal's and superintendent of school's action did not resolve the grievance to the satisfaction of the teacher, and a statement of the relief sought.

Within five (5) working days of the receipt of the appeal the Board will hear the appeal at a time and location designated by the president of the Board. At this hearing the grievant may be represented by the same person representing him/her at Step III.

The Board will issue a written disposition within ten (10) working days following the hearing. The disposition will be sent to the teacher, representative for the teacher and the superintendent of schools.

5. Formal Grievance (Step IV)
  - a. In the event the grievance is not resolved at Step III, or if no written decision has been rendered within the time limit provided, the Association may submit the grievance to arbitration provided the Association files said written appeal with the Board within seven (7) days of the receipt of the Board's written answer, or, if no written decision is rendered by the Board within seventeen (17) days after the grievance is submitted to the Board at Step III.

- b. Upon receipt of said appeal, the Board shall request within fifteen (15) calendar days the American Arbitration Association (AAA) to submit to the parties a panel of nine (9) arbitrators. From this panel of arbitrators, first the Association and then the Board shall alternately strike one (1) name until one (1) name remains and that person shall be designated as the selected arbitrator.
  - c. If requested by the Board, the arbitrator shall first rule on the arbitrability of the grievance. With such ruling by the arbitrator that the grievance is not arbitrable, the grievance shall be deemed resolved by the Board's answer at the previous level and abandoned.
  - d. If the selected arbitrator is unable to serve either; 1.) a new list shall be requested, and the process of selection repeated, or 2.) the Board and Association may mutually agree to number the names of the suggested panel in reverse order of their being struck and appoint the first available preference as the selected arbitrator.
6. Powers of the Arbitrator - It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a binding decision in cases of alleged violation of the express articles or sections of this contract or an advisory recommendation in cases of alleged violation of the express articles or sections of this contract.
- a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this contract.
  - b. He/she shall have no power to establish salary structures or change any salary.
  - c. His/her powers shall be limited to deciding whether the Board has violated an express article or section of this contract; and he/she shall not imply obligations, conditions, or provisions not specifically stated in this contract it being understood that any matter not specifically set forth therein remains within the reserved rights of the Board.
  - d. If the Board elects to separate the arbitrability issue from the merits, the arbitrator shall first hear the arbitrability issue and shall render a decision on such issue before considering the merits of the grievance.
  - e. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without a binding decision or recommendation on its merits.



- f. The decision of the arbitrator on grievances concerning violations of the express articles or sections of this contract are binding on both the grievant and the Board.
- g. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

## 7. Miscellaneous

- a. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the grievant.
- b. Failure at any level of this procedure to render the decision of a grievance within the specified time limits shall permit the grievant to proceed to the next level, unless said time limits be extended by mutual consent of both parties. However, the grievance must be appealed by the grievant to the next level within the specified time limit for that level or said grievance shall be deemed resolved by the school official's answer at the previous level and abandoned, unless said time limits be extended by mutual consent of both parties.
- c. No teacher shall use this procedure in any way to appeal discharge or a decision by the Board not to renew his/her contract.
- d. Teachers shall follow all written and verbal directives, even if such directives are allegedly in conflict with this contract, established Board policy, written administrative directive or memorandum. Compliance with such directives will not prejudice the teacher's right to file a grievance within the time limits herein, nor shall compliance affect the ultimate resolution of the grievance.
- e. The fact that a grievance has been considered by the parties in the preceding levels of this procedure shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this procedure.



## **ARTICLE X**

### **Miscellaneous Provisions**

This contract supersedes and cancels all previous contracts or agreements, oral or written, between the Board and the Association, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental shall not be binding upon either party unless agreed to and executed in writing by the parties.

Should any article or section of this article be declared illegal by a court of competent jurisdiction, such sections or parts shall be deleted to the extent that it violates the law, and renegotiation of such sections and parts shall begin within ten (10) days of their removal from the contract. The results of such negotiations shall be inserted in place of the illegal section or part, but remaining unaffected provisions shall remain in effect for the term of this agreement.

Any individual contracts between the Board and any individual teacher shall be expressly subject to the terms and conditions of this agreement.

## **ARTICLE XI**

### **Closure**

It is agreed between the parties that all items deemed negotiable have been raised by either party and settled by virtue of this agreement, which constitutes the total of the negotiations between the parties, and that no other negotiations on said items shall take place between the parties, unless mutually agreed upon, for the term of this agreement nor shall any past agreement be valid or binding upon the parties.

## **ARTICLE XII**

### **Term of Agreement**

The provisions of this contract shall become effective September 18, 2017 and shall remain in effect until June 30, 2018; provided, if a successor agreement is not reached by the first day of the school year the terms and conditions of this agreement shall carry forth unchanged by the parties until an agreement is reached between parties.

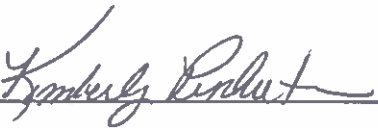
**ARTICLE XIII**

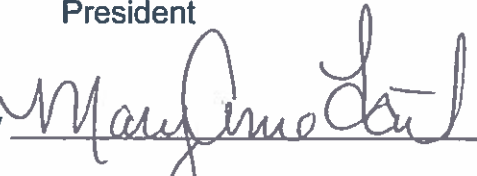
**Parties to the Agreement**

This is an agreement made and entered into in Wabash, Indiana on this 18<sup>th</sup> day of September, 2017, by and between the Wabash City Schools Board of School Trustees and the Wabash City Teachers' Association.

This agreement is so attested to by the parties whose signatures appear below:

**BOARD OF SCHOOL TRUSTEES  
WABASH CITY SCHOOLS**

By   
Kimberly Pinkerton  
President

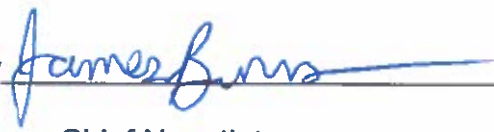
By   
Mary Anne Tait  
Secretary

By   
Chief Negotiator  
Board of School Trustees

**WABASH CITY  
TEACHERS' ASSOCIATION**

By   
James Burns  
Co-President

By   
Tina Dirig  
Co-President

By   
Chief Negotiator  
Wabash City Teachers'  
Association

Revised: 9/18/17