

**COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

WARSAW COMMUNITY EDUCATION ASSOCIATION

AND

WARSAW COMMUNITY SCHOOLS

JULY 1, 2014

through

JUNE 30, 2015

**Table of Contents**

<u>Article</u>	<u>Page</u>
Introductory Information .....	3
Article I – Paid Leaves .....	4-10
Article II – Insurance Benefits .....	11-12
Article III – Compensation.....	13-21
Article IV – Grievance Procedure .....	21-23
Article V - Maintenance of Standards.....	23
Article VI – Exhibit A.....	24
Article VII – Ratification .....	25

**WARSAW COMMUNITY SCHOOLS**  
**Warsaw, Indiana**  
**BARGAINING AGREEMENT**

**Introductory Information**

**A. Definitions**

“Agreement” means this agreement between the Board of School Trustees of the Warsaw Community School Corporation and the Warsaw Community Education Association in effect from July 1, 2014 to June 30, 2015.

“Association” means the Warsaw Community Education Association.

“Board” means the Board of School Trustees of the Warsaw Community School Corporation.

“Corporation” means the Warsaw Community School Corporation.

“Teacher” means any certificated school employee under teacher contract with the Corporation for the contract agreement school year who is a member of the Association’s bargaining unit.

“Part-time Teacher” means a teacher who is contracted for less than a full school day or less than five days a week. Any part-time teacher with less than a 3/7 (.43) Full-Time Equivalent (FTE) does not qualify for fringe benefits.

**B. Recognition**

The Board hereby recognizes the Warsaw Community Education Association as the exclusive representative of all teachers in the following bargaining unit:

All certificated teachers under contract to Warsaw Community Schools, excluding all Central Office Administrators, Principals, Assistant Principals, Director of Special Services, Assistant Director of Special Services, Athletic Director, Career Center Principal/Director, Special Services Employees, Substitute Teachers, Attendance Officer, Confidential Employees, Employees performing security work, and all other supervisors, as defined by IC 20-29-2 (P.L. 217 Acts 1973 as amended Acts 1976).

**C. Terms of Agreement**

The terms of this agreement shall be in full force and effect from July 1, 2014 through June 30, 2015. Individuals on extended contracts shall be paid according to the individual’s contract as executed.

## Article I – Paid Leaves

### **A. Sick Leave**

Each full-time and qualifying part-time teacher shall be granted ten (10) days of sick leave each year accumulative for the individual teacher only to a total of one hundred eighty-five (185) days including the current year's distribution. Sick leave absences taken by part-time teachers count as one day.

Teachers may use sick leave days because of illness, accident, medical appointment, or quarantine related to themselves or may use up to ten (10) days per year for the same reasons with respect to their immediate family. The Superintendent reserves the right to expand the definition of immediate family or to increase the number of days for family illness if the circumstances surrounding the request warrant special consideration. He/she can exercise this right without precedent. Sick leave may be used to keep a doctor's appointment when it is for the purpose of dealing with an existing physical malady. Excluded will be routine physical examinations, routine vision examinations, and cosmetic surgery. For the purpose of this section, the immediate family shall include the teacher's spouse, children, step-children, parents, step-parent, grandparents, mother-in-law, father-in-law, grandchild, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent or grandchild of spouse, aunt, uncle and/or any other person living in the teacher's home.

Teachers employed to teach regular academic subjects during summer school shall be allowed to use accumulated sick leave deducted at the rate of one-half (1/2) day of sick leave for each day of absence. Substitute teachers will be provided by the Corporation during summer school.

Faculty personnel who leave the employment of Warsaw Community Schools except on a leave of absence shall forfeit all the unused days of sick leave and days so forfeited shall be restored in accordance with Indiana law if the faculty member should later re-enter the service of Warsaw Community Schools.

### **B. Sick Leave Bank**

The School Board and the Association agree to continue a voluntary Sick Leave Bank subject to the following terms, conditions, and procedures.

#### Participation

The Sick Leave Bank Program is open to all full-time classroom teachers as set forth in Section II of this contract.

#### Structure

1. The bank is formed by voluntary participation and voluntary donations of one (1) day of personal sick leave by personnel.
  - a. No teacher shall be required to participate in the program.
  - b. A teacher who does not voluntarily donate one (1) day of sick leave is not qualified to receive benefits from the program.

- c. Participants will donate one (1) day of sick leave only once unless the bank becomes depleted to thirty (30) days in which case each participating teacher will be assessed one (1) day of sick leave to replenish the fund. Teachers will be notified and allowed the opportunity to opt out of the sick bank prior to the assessment. Teachers with a zero sick day balance at the time of assessment will be allowed to continue participation in the sick day bank with their contribution being made when sick leave days become available to them. Teachers new to the system are exempt from assessment in their first year.
  - d. The bank will be open for voluntary donations thirty (30) school days following the opening of school in the fall.
  - e. Teachers new to the system may participate by donating one (1) day of sick leave within thirty days of their first day of work.
  - f. All donated days lose their identity.
2. The bank will be a continuous year-to-year entity.
  3. The administration of the bank will be vested in the Sick Leave Bank Committee.

#### Use of Sick Leave Bank

1. Application of Need
  - a. Written application by the teacher or a member of his family accompanied by a physician's certificate stating the nature, length of disability, and prognosis of the person's condition shall be submitted to the Chairman of the Sick Leave Bank Committee.
2. Procedure
  - a. Applicant must have been a donating member of the sick leave bank prior to the time of need.
    - i. All medical information concerning an applicant shall be held in strict confidence by the Committee.
  - b. Applications will be acted upon by the Committee, and the Chairman shall inform the applicant or his/her appointee in writing of the decision of the Committee within five (5) days following the Committee action.
    - i. Any decision to grant sick leave days to an applicant shall be reported to the Warsaw Community School's business department.
  - c. An applicant must use all of his/her accumulated sick leave days (this excludes personal days) before application may be acted upon by the Committee.
  - d. A maximum of thirty (30) days per teacher shall be granted per school year. At its discretion, the Sick Leave Bank Committee may recommend the Board of School Trustees grant up to a thirty (30) day extension.

### 3. Repayment of Loan

- a. The recipient who remains in the employment of the Warsaw Community Schools shall repay the bank the borrowed days at the rate of three (3) days per school year until the loan has been repaid.
- b. A recipient who leaves the Warsaw Community Schools and still owes days to the Sick Leave Bank must upon agreement with the school corporation transfer any accumulated sick leave days to the bank as payment of the loan.
- c. Recipients who retire or become totally disabled after borrowing from the Sick Leave Bank and still owe days to the bank are exempt from repayment.

#### Sick Leave Bank Committee

The committee shall consist of two members of the administration, appointed by the Superintendent, and two members of the bargaining unit, appointed by the President of the Association. The President of the Association will act as chairperson of this committee and will have no voting power except in the event of a tie vote by the committee.

### **C. Personal Leave/Emergency Leave**

Each teacher shall be entitled to three (3) days for the transaction of personal business and for the conducting of personal or civic affairs during each year of employment. All qualifying part-time teachers receive three (3) personal days. Each personal day absence counts as one day.

A request for personal leave shall be denied if the requested day is adjacent to a holiday or vacation day. The Superintendent reserves the right to deviate from this regulation if the circumstances surrounding the request warrant special consideration.

Personal leave shall not be divided into less than one-half (1/2) day units.

Teachers shall be compensated for unused personal leave days at the end of the school year in one of the following ways:

1. Unused personal days may be converted to accumulated sick leave days; or
2. The teacher may request to be compensated for unused personal days at the substitute teacher daily rate; or
3. The teacher may request to have unused personal days converted to emergency leave days.
4. Unused personal days of part-time teachers are paid at the same rate as the employee's FTE.

Unless the business department is notified otherwise by no later than the last day of school, unused personal days shall automatically be converted to accumulated sick

leave days. Teachers who have 185 sick days shall automatically be compensated for unused personal days at two times the regular substitute teacher daily rate.

Emergency leave days may accumulate to a maximum of six (6) days. Emergency leave days shall not be divided into less than one-half day units. Unused personal days which are converted into emergency leave days are not eligible for compensation.

Emergency leave may be requested for use as sick leave, family illness leave, funeral leave not provided in Article I, D, settling of an estate due to the death of an immediate family member (as defined in Article I, A), professional development leave not covered by other means, or other emergency circumstances. Emergency leave days may not be used as vacation days. Personal leave days must be exhausted before any emergency days are used.

Written requests for the use of emergency leave days must be submitted to the Superintendent's office for his/her review. Requests should be submitted prior to the date the days are used whenever possible. Reasons for the leave must be included in the request. The Superintendent may grant an emergency leave request without precedent or may elect to present the request to the Board of School Trustees for consideration.

#### **D. Bereavement Leave**

In the event of a death in the immediate family, the teacher shall be provided with a leave of five (5) school days within 60 calendar days of the date of death of the member of the immediate family. Immediate family for this purpose is defined as spouse, children, father, mother, brother, sister, grandparent, or grandchild (of teacher or of teacher's spouse), mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-parent, step-children, and/or any other person living in the teacher's home.

One day shall be allowed for death of other members of the family not included in the definition of the immediate family.

The Superintendent may increase the number of days in cases with extenuating circumstances.

#### **E. Parental/Maternity Leave**

A teacher may request an unpaid parental/maternity leave of absence up to six (6) months following the birth of the child or an adoption of a child. The leave may not exceed one year from the date of the birth. An approved leave will run concurrent with FMLA, when applicable. Leaves prior to the birth of the child will only be granted through an approved FMLA request. This leave may also be extended at the option of the Board.

A request for parental/maternity leave of absence shall be received in Human Resources at least thirty (30) days in advance of the effective date of said leave request. In cases involving adoption, should circumstances warrant the thirty-day

(30) requirement may be waived provided advance notice of intent to apply for parental leave because of adoption of a child was made.

The parental/maternity leave request must contain beginning and ending dates (at least tentative), thus establishing the approximate duration of the request.

A teacher returning from such leave will be placed on the salary compensation schedule at a rate no less than their most recent salary, and shall be eligible for all benefits provided by the corporation.

#### **F. Adoption Leave**

A teacher who legally adopts a child shall be entitled to use up to six consecutive weeks of accumulated sick leave to care for the child. Up to six weeks per occurrence of adoption per family may be utilized. The teacher shall not be authorized to make application to the sick leave bank for requested days. FMLA allows up to 12 weeks of leave following the adoption of a child.

In order to be eligible for the paid adoptive leave the teacher must notify Human Resources of the request for adoptive leave upon the acceptance of the application for adoption.

##### Domestic Adoptions

All such leaves shall commence on the date that the child is physically turned over to the teacher for the teacher's care or legal custody.

##### International Adoptions

All such leaves shall commence on the date the teacher leaves the United States to gain physical custody.

#### **G. Disability Leave**

Personnel who take a leave of absence due to disability and use accumulated sick leave are required to present a doctor's statement certifying such disability upon the request of the Corporation.

Further, personnel on an extended leave of absence due to disability must provide upon the request of the Corporation proof of continuing disability if absent from work.

When such personnel are able to return to work after an extended disability, they shall present a doctor's statement to their immediate supervisor certifying that they are able to return.

Personnel who anticipate temporary disability shall make the request to the office of the Superintendent of Schools at least ten (10) working days in advance of the effective date of said leave request, whenever possible.

The temporary disability leave request shall contain beginning and ending date (at least tentative), thus establishing the duration of the request.

## **H. Disability Bank**

### Participation

The Disability Bank is open to all teachers as set forth in the definitions section of this contract.

### Structure

1. The bank is formed by voluntary participation and voluntary donations of one (1) day of personal sick leave by personnel.
  - a. No teacher shall be required to participate in the program.
  - b. A teacher who does not voluntarily donate one (1) day of sick leave is not qualified to receive benefits from the program.
  - c. Participants will donate one (1) day of sick leave only once unless the bank becomes depleted to thirty (30) days in which case each participating teacher will be assessed one (1) day of sick leave to replenish the fund.
  - d. The bank will be open for donations thirty (30) days following the opening of school in the fall.
  - e. Teachers new to the system may participate by donating one (1) day of sick leave within thirty days of their first day of work.
  - f. All donated days lose their identity.
2. The bank will be a continuous year-to-year entity.
3. The administration of the bank will be vested in the Disability Bank Committee.

### Use of Disability Leave Bank

#### 1. Application of Need

Written application by the qualifying teacher, or a member of his/her family, accompanied by a physician's certificate stating the nature, length of disability, and prognosis of the person's condition shall be submitted to the Chairman of the Disability Bank Committee.

#### 2. Procedure

- a. Applicant must have been a donating member of the disability bank prior to the time of need, except teachers new to the system who develop a need within their first thirty (30) days of work.

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

- b. Applications will be acted upon by the Committee, and the Chairperson shall inform the applicant or his/her appointee in writing of the decision of the Committee within five (5) days following the Committee action.

Any decision to grant disability days to an applicant shall be reported to the Warsaw Community School's business department.

- c. The number of days granted for each incident shall be limited to the number of days permitted by Worker's Compensation, up to 120.

3. Repayment

Any monetary compensation received from Worker's Compensation for lost wages must be used to reimburse the disability bank.

Disability Bank Committee

The committee shall consist of two members of the administration, appointed by the Superintendent, and two members of the bargaining unit, appointed by the President of the Association. The President of the Association will act as chairperson of this committee and will have no voting power except in the event of a tie vote by the committee.

**I. Unpaid Leave of Absence**

Leave of absence for up to one (1) year may be granted to any teacher upon written request to the Superintendent, for the purpose of participating in an exchange program in other states, territories, or countries; foreign or military teaching programs; or a cultural, travel, or work program related to his/her professional responsibilities, provided that said teacher states in writing his/her intention to return to the school system.

A teacher returning from such leave shall be placed on the salary compensation schedule at a rate no less than their most recent salary, and shall be eligible for all benefits provided by the corporation.

**J. Legal Leave**

A teacher called for jury duty or subpoenaed to appear for a school related matter will be paid the teacher's regular daily salary. Any payment (not including mileage, meals, and lodging) received shall be remitted to Warsaw Community Schools.

It is further understood, that in the event a teacher is excused after reporting for jury or witness duty, that he/she will make every reasonable attempt to return to school for such assignments as are needed with the school corporation.

## **Article II – Insurance Benefits**

### **A. Health Insurance**

Each Board-appointed full-time or part-time teacher (3/7 { .43} or more FTE) and his/her immediate family members (spouse and children up to the age of 26) shall be eligible for a comprehensive health program.

All qualifying part-time teachers are eligible for single insurance coverage at the percentage of the premium established for full-time teachers. Family coverage may also be purchased. The Corporation will pay the cost of the family premium times the employees FTE. The part-time teacher shall be required to pay the balance of the premium.

Any certified person hired to begin employment after July 31, 1999, will have a new definition for eligible dependents. A spouse will not be considered an eligible dependent if he/she is eligible for group insurance under a plan offered by another employer. All certified personnel having family coverage prior to August 1, 1999, will be grandfathered for eligibility to maintain spousal coverage.

### **B. The Plan**

#### High Deductible Health Plan (HDHP)

Plan features are as follows:

1. There are no co-pays.
2. In network deductible is \$3,000 for a single, \$6,000 for a family. The deductible may change as set forth by the IRS. Out of network deductible is \$4,000 single, \$8,000 family.
3. Coinsurance split does not apply to in network-incurred expense. Once in-network deductible is met, the plan pays 100%. Coinsurance does apply however to out-of-network charges.
4. The plan is coupled with an HSA that provides participants a vehicle to save money to cover the annual deductible in the short term, and future health and premium costs in the long term. The HSA functions much like an IRA. Money goes in tax free, grows tax free, and will come out tax free as long as it is used for healthcare related expenses.
5. WCS will contribute to participant HSA's \$1,000 for a single, and \$2,000 for a family plan. Contributions will be made during the period July 1, 2014, to June 30, 2015.
6. Employee premium contribution is 20% of the total premium cost.

### **C. Employee Waiving Medical Insurance Coverage**

Any eligible employee who chooses not to enroll in a medical insurance plan offered by WCS, and who signs a statement to this effect, shall receive a taxable, lump sum

payment of \$2,000. This payment is available on an annual basis and will be paid after the end of the waiver agreement period. New hires will receive a prorated amount based on months employed.

#### **D. Dental Insurance**

Each teacher and his/her immediate family members shall be covered by a dental plan. The employee contribution is taken from 18 pays and shall be \$6 per pay for single coverage and \$13 per pay for family coverage.

#### **E. Long Term Disability Insurance**

A long term disability program shall be offered as follows:

1. The policy shall pay sixty percent (60%) of the salary after one hundred and eighty (180) calendar days of disability.
2. The cost of the policy to the teacher shall be one dollar (\$1.00) per month, paid annually via a one-time deduction of \$12.

#### **F. Group Term Life Insurance**

The Board of School Trustees will provide forty-five thousand dollars (\$45,000) term life insurance coverage for all unit members for the length of this contract.

The cost of the term life insurance shall be provided by the corporation except for an annual payment of one dollar (\$1.00) by participating members.

Any anticipated changes in insurance carriers shall be discussed prior to actual changes being made.

#### **G. Absence Due to Injury**

Any teacher who is injured while on the job and qualifies for Worker's Compensation benefits under the terms of the Worker's Compensation Statute shall be allowed to receive compensation in one of the following ways:

1. Compensation from Worker's Compensation only. This is based on two-thirds of the individual's average weekly wage (up to the maximum set by law). This is a complex issue. Please look into it carefully before making your decision.
2. Use personal illness days in addition to Worker's Compensation benefits. If a teacher desires to utilize this option, personal illness days will be bought back with any worker's compensation check received. A teacher choosing this option will receive a full day of pay for any sick day(s) he/she uses. Any worker's compensation payment must be signed over to the school. Sick days will be restored to the employee's account in 1/2 day increments for whatever portion the worker's compensation check will buy back.
3. Through the use of the Disability Bank as described in Article I, Section H.

**Article III – Compensation**

**A. Extra-Curricular Pay Schedule**

**Note:**

Extra-curricular pay will be compensated during the time frame relevant to the part of the school year the sport or activity is held.

Positions will be compensated in accordance with the following schedule for regular employees and lay personnel.

All Year	Payment made over employee’s contracted pays.
Fall	Payment made from 1st pay of school year through 7th pay of school year.
Winter	Payment made from the 8th pay of school year through 14th pay of school year.
Spring	Payment made from the 15th pay of the school year through the 20 <sup>th</sup> pay of school year.
APV	Payment made from a completed APV form. (Claim Form)

NOTE: Lay coaches will be paid during the season.

Groups XI, XII, and XIII plus multi-season extra-curricular positions that are not on the “All Year” schedule will be paid by APV.

Positions in the APV category will be paid after completion of the job responsibility or school year, whichever comes first. A completed APV, approved by the building administrator where the position is performed should be submitted to payroll for payment. APV positions for which the total payment will be over \$500 can be paid in two installments (midpoint and at end of the position) if the building administrator approves and arrangements are made in advance with payroll.

**B. Groups**

The Board of School Trustees is not required to fill any of the positions listed in this Article.

**GROUP I**

- 220 Varsity Football Coach (All Year)
- 400 Men's Varsity Basketball Coach (All Year)
- 420 Women's Varsity Basketball Coach (All Year)

**GROUP II**

- 30 Director of Bands (All Year)

**GROUP III**

- 20 High School Vocal Music (All Year)
- 221 Varsity Assistant Football Coach - 5 (Fall)
- 280 Varsity Volleyball Coach (Fall)
- 401 Men's Varsity Assistant Basketball Coach 3 (All Year)
- 421 Women's Assistant Varsity Basketball Coach 3 (All Year)
- 450 Men's Varsity Swim Coach (Winter)
- 460 Women's Varsity Swim Coach (Winter)
- 480 Varsity Wrestling Coach (Winter)
- 600 Varsity Baseball Coach (Spring)
- 620 Women's Varsity Softball Coach (Spring)
- 640 Men's Varsity Track Coach (Spring)
- 660 Women's Varsity Track Coach (Spring)

**GROUP IV**

- 33 Assistant High School Instrumental Music Director (All Year)
- 41 High School Play Director (All Year)
- 200 Men's Varsity Cross Country Coach (Fall)
- 210 Women's Varsity Cross Country Coach (Fall)
- 230 Women's Varsity Golf Coach (Fall)
- 250 Men's Varsity Soccer (Fall)
- 260 Women's Varsity Soccer (Fall)
- 270 Men's Varsity Tennis Coach (Fall)
- 440 Varsity Gymnastics Coach (Winter)
- 610 Men's Varsity Golf Coach (Spring)
- 630 Women's Varsity Tennis Coach (Spring)
- 940 Color Guard (Tigerettes) Sponsor (APV)

**GROUP V**

- 11 High School Newspaper (All Year)
- 12 High School Yearbook (All Year)
- 32 Middle School Instrumental Music Director - 2 (All Year)
- 205 Men's Varsity Assistant Cross Country Coach (Fall)

- 215 Women's Varsity Assistant Cross Country Coach (Fall)
- 222 Freshman Football (Fall)
- 235 Women's Varsity Assistant Golf Coach (Fall)
- 251 Men's Varsity Assistant Soccer Coach (Fall)
- 261 Women's Varsity Assistant Soccer Coach (Fall)
- 271 Men's Varsity Assistant Tennis Coach (Fall)
- 281 Varsity Assistant Volleyball Coach (Fall)
- 402 Men's Freshman Basketball (Winter)
- 422 Women's Freshman High Basketball Coach (Winter)
- 441 Varsity Assistant Gymnastics Coach (Winter)
- 451 Men's Varsity Assistant Swim Coach (Winter)
- 461 Women's Assistant Varsity Swimming Coach (Winter)
- 481 Varsity Assistant Wrestling Coach - 2 (Winter)
- 601 Varsity Assistant Baseball Coach 2 (Spring)
- 602 Men's Freshman Baseball (Spring)
- 615 Men's Varsity Assistant Golf Coach (Spring)
- 621 Women's Assistant Varsity Softball Coach (2) (Spring)
- 631 Women's Assistant Varsity Tennis Coach (Spring)
- 641 Men's Varsity Assistant Track Coach - 2 (Spring)
- 661 Women's Varsity Assistant Track Coach 2 (Spring)
- 60 Graduation Coaches 6 (4 at HS, 1 each MS) (All Year)

#### **GROUP VI**

- 13 High School Student Council - 3 (All Year)
- 22 Middle School Vocal Music - 2 (All Year)
- 223 Freshman Assistant Football (Fall)
- 224 Middle School Football Coach - 4 (Fall)
- 282 Freshman Volleyball Coach (Fall)
- 283 8th Grade Middle School Volleyball - 2 (Fall)
- 284 7th Grade Middle School Volleyball - 2 (Fall)
- 403 Freshman Assistant Men's Basketball (Winter)
- 404 8th Grade Middle School Men's Basketball 2 (Winter)
- 405 7th Grade Middle School Men's Basketball - 2 (Winter)
- 423 Freshman Assistant Women's Basketball (Winter)
- 424 8th Grade Middle School Women's Basketball Coach 2 (Winter)
- 425 7th Grade Middle School Women's Basketball Coach 2 (Winter)
- 482 Middle School Wrestling Coach - 2 (Winter)

#### **GROUP VII**

- \*\*1 Department Coordinator - A (11 or More) (All Year)
- 15 Business Professionals of America Sponsors - 2 (All Year)
- 42 High School Assistant Play Director (1) (All Year)
- 43 High School Assistant Play Director (Musical) (1) (Spring)  
(Every Other Year)

- 50 Junior Class Concessions (All Year)
- 201 Middle School Cross Country - 2 (Fall)
- 225 8th Grade Middle School Assistant Football Coach - 2 (Fall)
- 226 7th Grade Middle School Assistant Football Coach - 2 (Fall)
- 408 Elementary Boys' Basketball - 8 (Winter)
- 428 Elementary Girls' Basketball - 8 (Winter)
- 483 Middle School Assistant Wrestling Coach - 2 (Winter)
- 642 8th Grade Men's Middle School Track - 2 (Spring)
- 643 7th Grade Men's Middle School Track - 2 (Spring)
- 662 8th Grade Women's Middle School Track - 2 (Spring)
- 663 7th Grade Women's Middle School Track - 2 (Spring)
- 920 High School Cheerleader Sponsor - 2 (APV)
- 925 Freshmen Cheerleader Sponsor (APV)

**GROUP VIII**

- \*\*2 Department Coordinator - B (5 TO 10) (All Year)
- 258 Elementary Boys' Soccer - 8 (Fall)
- 288 Elementary Girls' Volleyball - 8 (Fall)
- 648 Boys' Elementary Track - 8 (Spring)
- 668 Girls' Elementary Track - 8 (Spring)
- 930 Middle School Cheerleader Sponsor - 2 (APV)

**GROUP IX**

- 46 Middle School Student Council - 2 (All Year)
- 51 Junior Prom (All Year)
- 102 Middle School Yearbook Sponsor - 2 (All Year)
- 910 High School Conditioning/Weightlifting (All Year)
- 935 Elementary Cheerleader Sponsor - 8 (APV)

**GROUP X**

- 8 High School Academic Super Bowl Coach (All Year)
- 10 High School National Honor Society - 2 (All Year)
- 18 High School FCCLA (All Year)
- 35 Academic Coaches (4) (All Year)
- 82 High School Spanish Club (All Year)
- 83 High School French Club Sponsor (All Year)
- 84 High School Junior Classical League (All Year)
- 85 High School Thespians (All Year)
- 86 High School Creative Writing (All Year)
- 88 High School Art Club (All Year)
- 89 High School S.A.D.D. (All Year)
- 61 High School Math Club - 2 (All Year)

**GROUP XI**

- 945 High School Intramurals (APV)
- 950 Middle School Intramurals (APV)
- 955 Elementary Intramurals (APV)
- 997 High School Clubs (APV)
- 998 Middle School Clubs (APV)
- 999 Elementary Clubs (APV)

**GROUP XII**

- 6 RTI Team Chair - 11 (APV)

**GROUP XIII**

- 7 RTI Team Members - 44 (APV)

**GROUP XIV**

- \*\*3 Department Coordinator - C (No Stipend)

- \*\* Department Coordinators

A	11 or more teachers	Additional prep and pay level 7
B	5 - 10 teachers	Additional prep and pay level 8
C	0 -4 teachers	Additional prep

**C. Years in Position (Includes Current Year)**

Positions will be compensated in accordance with the following schedule for regular employees and lay personnel.

<u>GROUP</u>	<u>1 - 3 Year</u>	<u>4 or More Years</u>
I	\$11,505	\$13,475
II	\$7,948	\$10,233
III	\$3,171	\$3,950
IV	\$2,526	\$3,171
V	\$1,908	\$2,526
VI	\$1,344	\$1,908
VII	\$1,102	\$1,586
VIII	\$806	\$1,102
IX	\$645	\$941
X	(\$345)	
XI	(\$11.50/Hour)	

Clubs/Intramurals

WCHS - 200 Hours

WACC - 200 Hours

GEC - 200 Hours

Clubs/Intramurals

Elementary - 8 x 300 Hours (Claypool, Eisenhower, Harrison, Jefferson, Leesburg, Lincoln, Madison, Washington)

Clubs/Intramurals

Middle School - 2 x 350 Hours

XII \$805 per position

XIII \$575 per position

XIV Prep Only No Stipend

Extra-curricular activities payments will be based on years of experience and appropriate group rate.

This experience factor is determined by the total experience in the activity, which includes:

1. Experience in this system
2. Experience in another system
3. Experience in a comparable position (To be established by the Professional Relations Group in the discussion process).
4. Experience in an assistant's position

The following guidelines are to be used in determining experience:

1. Coaching experience must be "sport specific" to count except at the elementary level.
2. One year maximum counted per school calendar year of coaching. Examples: 2010-11 coaches football = 1 year; 2011-12 coaches football and wrestling = 1 year.
3. Camps and community coaching count toward years of experience. However, if more than one camp is conducted during the school year, only one year is credited. Examples: 2010-11 Coaches PeeWee Football and assists with a wrestling camp = 1 year in each sport; 2011-12 Assists with three wrestling camps = 1 year.
4. Experience participating as an athlete does not count toward coaching experience.
5. Documentation will be required to validate coaching experience.

#### **D. Club Criteria**

1. Individuals who provide an extra-curricular club that develops the special talents of a group of pupils may apply for an hourly remuneration from this fund.
2. Each building will have a committee of three teachers and the principal which will have the responsibility of selecting the clubs that will be supported with these funds.
3. The teachers on the committee will be selected in the following manner:
  - a. Principal appoints one (1) member
  - b. Staff elects two (2) members
4. Staff members desiring an allocation of these funds for an extra-curricular club must submit an application. This application must:
  - a. Identify the group of pupils to be served.
  - b. Identify the special talent that will be developed by the extra-curricular club.
  - c. Describe the events in which the group will be involved.
  - d. State the minimum number of meetings or events planned for the extra-curricular club.
  - e. State the maximum number of hours for which the individual is requesting remuneration.
5. No extra-curricular club may be allocated more than 50 percent of a building's funds.

#### **E. Compensation Model**

Eligible teachers may earn up to eight (8) units. Teachers receiving an Ineffective or Needs Improvement rating on the WCS RISE Evaluation Model are not eligible to earn units. Units available to earn include:

##### Evaluation – five (5) units

Evaluations for the 2013-2014 school year were completed using the WCS RISE Evaluation Model. Teachers who are rated as Effective or Highly Effective earn five (5) units. Ability to earn units applies only to staff members who worked in the 2013-2014 school year and are also working in the 2014-2015 school year.

##### Years of Experience – two (2) units

Teachers who were employed 120+ days during the 2013-2014 school year earn two (2) units. Ability to earn years of experience units applies only to staff members who worked in the 2013-2014 school year and are also working in the 2014-2015 school year.

### Leadership – one (1) unit

Teachers who actively participated on a Professional Learning Community (PLC) team during the 2013-2014 school year earn one (1) unit. Ability to earn a leadership unit applies only to staff members who worked in the 2013-2014 school year and are also working in the 2014-2015 school year.

The above eight (8) units will be added to the base salary of teachers.

Each unit has a value of \$37.50.

### **F. Performance Awards**

#### Excellence in Performance Awards for Teachers Grant

Teachers rated Effective and Highly Effective will receive a one (1) time stipend paid from the Excellence in Performance Awards for Teachers Grant. This is based on the 2013-2014 WCS RISE Evaluations. Amounts will be determined using the following formula:

Summative scores for all Effective and Highly Effective teachers will be added together. The grant amount (\$435,000) will be divided by this total number to determine a base amount. Each teacher's summative scores will be multiplied by the base amount to calculate their cash award.

This stipend will be distributed in December of 2014. To be eligible, teachers must have been employed during the 2013-2014 school year and are still employed during the 2014-2015 school year. Teachers who retired after the 2013-2014 school year remain eligible; however, teachers who left employment for reason other than retirement are not eligible for the award.

#### Other Performance Awards

If additional Performance Awards are granted by the State of Indiana/IDOE, funds will be distributed based on the requirements of the grant/award.

## **Article IV – Grievance Procedure**

### **A. Purpose**

It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the

immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

## **B. Definitions**

A "grievance" is any alleged violation of this agreement or any dispute with respect to its meaning or application.

A "teacher" is any person in the unit covered by this agreement.

An "aggrieved party" is the teacher, group of teachers, or the Association.

## **C. Submission of Grievances**

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally with the grievant's immediate supervisor.
2. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provisions of this agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
3. A grievance shall be deemed waived unless it is submitted within twenty (20) days after the aggrieved party, or the Association, knew or should have known of the events or conditions on which it is based.
4. A teacher or group of teachers may submit grievances which affect them personally and shall submit such grievances to the building principal.
5. The Association may submit any grievance that involves a group or class of teachers. If it is not limited in effect to one school, the grievance shall be submitted directly to the chief school administrator.

## **D. Grievance Procedure**

1. The building principal shall respond in writing to each grievance received. If an aggrieved party is not satisfied with the response of the building principal or if no response is received within one calendar week after the submission of a grievance, such aggrieved party may submit a copy of the grievance to the chief school administrator. Such submission shall be within five (5) days of the determination at this stage.
2. The chief school administrator or his designated representative shall, upon request, confer with the aggrieved party with respect to the grievance and shall deliver to the aggrieved party a written statement of his position with respect to the grievance no later than two (2) weeks after it is received by him.

3. In the event the Association is not satisfied with the statement (referred to above) of the other party with respect to the grievance, it may, within fifteen (15) business days after receiving the statement, refer a copy of the grievance to the Board of School Trustees.
4. Upon receipt of the statement, the Board of School Trustees will respond with a determination in writing within fifteen (15) business days.

#### **Article V - Maintenance of Standards**

The provisions of this agreement, relating to salary, wages, hours, and wage-related fringe benefits, in effect at the time this agreement is signed, shall remain in effect until June 30, 2015. However, if a successor agreement has not been reached, the above provisions will remain in effect until an agreement has been reached.

**Article VI – Exhibit A**

The following schedule will be used to determine base salary for new employees beginning with the 2014-2015 school year.

**SALARY SCHEDULE**

**2014 - 2015**

<b>EXPERIENCE</b>	<b>B.S.</b>	<b>B.S. +15</b>	<b>M.S.</b>	<b>Ed.S.</b>
0	\$35,000	\$36,150	\$37,333	\$38,910
1	\$35,623	\$36,940	\$38,253	\$39,830
2	\$36,018	\$37,595	\$39,174	\$40,749
3	\$36,412	\$38,253	\$40,091	\$41,671
4	\$36,806	\$38,910	\$41,012	\$42,589
5	\$37,201	\$39,568	\$41,933	\$43,576
6	\$37,595	\$40,224	\$42,853	\$44,562
7	\$37,989	\$40,947	\$43,906	\$45,547
8	\$38,512	\$41,798	\$44,956	\$46,535
9			\$46,007	\$47,588
10			\$47,060	\$48,637
11			\$48,111	\$49,690
12			\$49,165	\$50,423

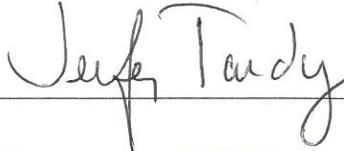
An experienced teacher new to the district can make no more than the maximum top of the scale salary shown for the respective degree held by the teacher at the time of his/her hire. However, in the case of critical need positions, beginning salary may deviate from the above schedule as determined by a committee composed of members appointed by the Superintendent and the President of the WCEA.

**Article VII - Ratification**

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

BOARD OF SCHOOL TRUSTEES OF WARSAW COMMUNITY SCHOOLS

Board President

  
\_\_\_\_\_

Board Secretary

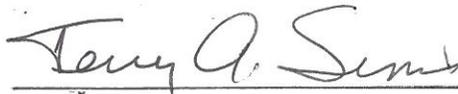
  
\_\_\_\_\_

Superintendent of Schools

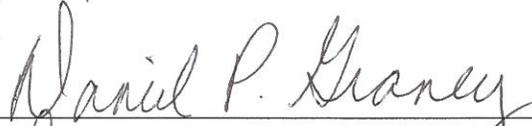
  
\_\_\_\_\_

WARSAW COMMUNITY EDUCATION ASSOCIATION

Association President

  
\_\_\_\_\_

Association Vice President

  
\_\_\_\_\_

Bargaining Team Chairperson

  
\_\_\_\_\_