

MASTER CONTRACT AGREEMENT
BETWEEN
THE BOARD OF SCHOOL TRUSTEES
OF THE
WABASH CITY SCHOOLS
AND THE
WABASH CITY TEACHERS' ASSOCIATION
2023-2024

Table of Contents

		Page
Preamble		
Article I	Introduction	3
	A – Parties	
	B – Recognitions	
	C - Definitions	
Article II	Salary / Wages	4
	A – Salary Range	
	B – Compensation Plan	
	C – Stipends	
	D – New Hire Salaries	
	E - Wages	
Article III	Wage / Salary Related Fringe Benefits	10
	A – Leaves	
	B – Insurance	
	C – Retirement Benefits	
	D – Other Permissible Wage / Salary Related Fringe Benefits	
Article IV	Grievance Procedure	19
Article V	CBA Term, Hearing/Meeting Attestations, and Ratification	23

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

Parties, Recognition and Definitions

A Parties

This is an agreement made and entered into in Wabash, Indiana on this 6th day of November, 2023, by and between the Wabash City Schools Board of School Trustees and the Wabash City Teachers' Association.

B. 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.

C. 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. Salary Range

\$40,020 to \$65,785, not including current year increases or TRF contributions.

After salary increases have been awarded through the compensation plan, the salary range for full-time teachers is \$40,020 to \$66,785, in compliance with I.C. 20-28-9-26.

B. Base Salary Increases

1. General Eligibility

To be eligible for a salary increase, a teacher must not have been rated ineffective or improvement necessary in the prior year. A teacher who does not satisfy this eligibility criteria remains at their prior years contract level.

2. Factors and Definitions

- a. Evaluation – The teacher received a highly effective or effective evaluation rating for the prior year
- b. Year of Experience – The teacher was employed in the corporation for at least 120 days in a given school year.
- c. Academic Need – The need to retain teachers with five or more years experience whose salary is not comparable to a new teacher with an equal number of years of experience.

3. Distribution

- a. Evaluation rating = \$750
 - b. Year of Experience = \$250
 - c. Academic Needs
 - i. Teachers with 5-9 years of experience whose current salary is less than \$45,000 prior to increase = \$500
 - ii. Teachers with 10-15 years of experience whose current salary is less than \$45,000 prior to increase = \$750
 - iii. Teachers with 16-20 years of experience whose current salary is less than \$50,000 prior to increase = \$750
 - iv. Teachers with 21+ years of experience whose current salary is less than \$55,000 prior to increase = \$1,000
- The experience factor accounts for 25% of the maximum available salary increase for 2023-24 (\$250/\$1000)

4. Redistribution

Because all available funds will be distributed to eligible teachers, there will be no funds remaining to redistribute.

C. Stipends

Hiring Stipend: Teaching positions that have low application numbers or are in hard to find subjects 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 judgment.

D. New Hire Salaries

Newly hired teachers with no experience will start at \$40,020, while newly hired teachers with previous teaching experience will be placed at a starting salary based on his or her experience, education and teaching area. The Superintendent will decide what this starting level is.

E. Wages

1. Extracurricular or Co-Curricular Activity Pay Schedule

2023-2024 SCHOOL YEAR

I. HIGH SCHOOL EXTRACURRICULAR SUPPLEMENTALS

<u>A. Miscellaneous</u>	
<u>Director of Bands</u>	<u>\$5,624</u>
<u>Summer Instrumental Practice</u>	<u>\$2,797</u>
<u>Assistant Summer Instrumental Music</u>	<u>\$2,025</u>
<u>Winter Guard</u>	<u>\$1,176</u>
<u>Indoor Percussion</u>	<u>\$1,176</u>
<u>Director of Choirs</u>	<u>\$4,334</u>
<u>Academic Competition Sponsor Pool</u>	<u>\$3,532</u>
<u>Forensic Sponsor</u>	<u>\$1,866</u>
<u>Assistant Forensic Sponsor</u>	<u>\$1,200</u>
<u>Newspaper Sponsor</u>	<u>\$1,343</u>
<u>Student Council Sponsor Pool</u>	<u>\$1,390</u>
<u>Yearbook Sponsor</u>	<u>\$1,343</u>
<u>eSports Sponsor Pool</u>	<u>\$3,000</u>
<u>Freshman Sponsor Pool</u>	<u>\$914</u>
<u>Sophomore Sponsor Pool</u>	<u>\$914</u>
<u>Junior Sponsor Pool</u>	<u>\$1,322</u>
<u>Senior Sponsor Pool</u>	<u>\$1,118</u>
<u>Shop Maintenance Pool</u>	<u>\$1,856</u>
<u>SADD Sponsor</u>	<u>\$457</u>
<u>National Honor Society Sponsor Pool</u>	<u>\$1,000</u>

<u>Key Club</u>	\$1,442
<u>Best of the Best Pool</u>	\$2,754
<u>Computer Club</u>	\$457
<u>Building Information Liaison</u>	\$510
<u>Mentor Teacher</u>	\$1,020

B. Athletics

<u>Cheerleader/Booster Club Sponsor</u>	\$2,500
<u>Dance Team Sponsor</u>	\$1,443
<u>Varsity Volleyball</u>	\$3,917
<u>Volleyball Assistant Pool</u>	\$3,724
<u>Boys' Tennis</u>	\$2,581
<u>Boys' Tennis Assistant Pool</u>	\$1,265
<u>Varsity Cross Country</u>	\$3,483
<u>Varsity Football</u>	\$7,946
<u>Football Assistant Pool</u>	\$12,728
<u>Girls' Golf</u>	\$2,581
<u>Boys' Varsity Soccer</u>	\$3,101
<u>Boys' Soccer Assistant Pool</u>	\$1,479
<u>Girls' Varsity Soccer</u>	\$3,101
<u>Girls' Soccer Assistant Pool</u>	\$1,479
<u>Boys' Varsity Basketball</u>	\$7,946
<u>Boys' Basketball Assistant Pool</u>	\$6,523
<u>Girls' Varsity Basketball</u>	\$7,946
<u>Girls' Basketball Assistant Pool</u>	\$5,732
<u>Varsity Wrestling</u>	\$3,483
<u>Wrestling Assistant Pool</u>	\$4,416
<u>Varsity Swimming</u>	\$3,239
<u>Swimming Assistant Pool</u>	\$1,785
<u>Varsity Baseball</u>	\$3,973
<u>Baseball Assistant Pool</u>	\$4,490
<u>Varsity Softball</u>	\$3,703
<u>Softball Assistant Pool</u>	\$2,124
<u>Boys' Varsity Track</u>	\$3,223
<u>Boys' Track Assistant Pool</u>	\$2,300
<u>Girls' Varsity Track</u>	\$3,223
<u>Girls' Track Assistant Pool</u>	\$2,300
<u>Girls' Tennis</u>	\$2,581

<u>Girls' Tennis Assistant Pool</u>	\$1,265
<u>Boys' Golf</u>	\$2,581
<u>Unified Football Coach</u>	\$1,000
<u>Unified Track Coach</u>	\$1,000
<u>Unified Sports Director</u>	\$500

C. Supplementals

<u>Assistant Athletic Director</u>	\$5,000
<u>Athletic Event Supervisor</u>	\$2,754
<u>Boys' Summer Conditioning Pool</u>	\$958
<u>Girls' Summer Conditioning Pool</u>	\$958
<u>Baseball Facility Maintenance</u>	\$1,341
<u>Weight Room Coordinator</u>	\$1,494

II. MIDDLE SCHOOL EXTRACURRICULAR SUPPLEMENTALS

A. Miscellaneous

<u>Theatrical Speech</u>	\$516
<u>Drama</u>	\$774
<u>Student Council Sponsor</u>	\$508
<u>Yearbook Sponsor</u>	\$971
<u>National Honor Society Sponsor</u>	\$1,000
<u>Science Club Summer Trip</u>	\$1,530
<u>Robotic Team Sponsor</u>	\$1,133
<u>Academic Competition Sponsor Pool</u>	\$2,266
<u>Academic Competition Sponsor (5th Grade)</u>	\$802
<u>Grade Level Team Leaders (5) [5, 6, 7, 8, RA]</u>	\$697
<u>Battle of the Books Competition Sponsor Pool</u>	\$754
<u>County Math Competition Sponsor Pool</u>	\$754
<u>Computer Club</u>	\$457
<u>Building Information Liaison</u>	\$510
<u>Mentor Teacher</u>	\$1,020

B. Athletics

<u>Cheerleader/Booster Club Sponsor</u>	\$1,224
<u>Middle School Golf</u>	\$1,632
<u>Middle School Tennis Pool</u>	\$2,532
<u>MS Football Pool</u>	\$6,936
<u>MS Volleyball Pool</u>	\$4,896

<u>MS Boys' Basketball Pool</u>	<u>\$5,151</u>
<u>MS Girls' Basketball Pool</u>	<u>\$5,151</u>
<u>MS Track Pool</u>	<u>\$6,732</u>
<u>MS Wrestling Pool</u>	<u>\$3,468</u>
<u>MS Cross Country Pool</u>	<u>\$2,736</u>
<u>MS Baseball Pool</u>	<u>\$2,736</u>
<u>MS Softball Pool</u>	<u>\$2,736</u>
<u>MS Swimming Pool</u>	<u>\$2,736</u>
<u>MS Soccer Pool</u>	<u>\$2,736</u>

III. ELEMENTARY SCHOOL EXTRACURRICULAR SUPPLEMENTALS

<u>Mentor Teacher</u>	<u>\$1,020</u>
<u>National Elementary Honor Society Advisor</u>	<u>\$1,000</u>
<u>Wabash County Promise – Lead Teacher (4)</u>	<u>\$500</u>
<u>Head Teacher</u>	<u>\$696</u>
<u>Building Information Liaison</u>	<u>\$510</u>
<u>Robotics Team Sponsor Pool</u>	<u>\$914</u>
<u>STEM Club</u>	<u>\$457</u>
<u>Book Club</u>	<u>\$457</u>
<u>Art Club</u>	<u>\$457</u>
<u>Fitness Club</u>	<u>\$457</u>
<u>Choir (K-4)</u>	<u>\$457</u>
<u>Boys' Basketball Pool</u>	<u>\$1,836</u>
<u>Volleyball Pool</u>	<u>\$1,836</u>
<u>Girls' Basketball Pool</u>	<u>\$1,836</u>

IV. DISTRICT-WIDE EXTRACURRICULAR SUPPLEMENTALS

<u>Department Head, Secondary (Math, English, Science, Social Studies)</u>	<u>\$2,040</u>
<u>Department Head, Secondary</u>	<u>\$995</u>
<u>Dual Credit (per semester class)</u>	<u>\$1,250</u>
<u>Ivy Tech Dual Credit (per semester class)</u>	<u>\$2,750</u>
<u>Photography</u>	<u>\$681</u>
<u>Working two (2) or more buildings</u>	<u>\$426</u>
<i>(Does not include teacher shared between MS and HS)</i>	
<u>Coordinator, Library Equipment</u>	<u>\$1,224</u>
<u>Grade Level Team Leaders - Elementary (6) [K-4 & DLI]</u>	<u>\$697</u>
<u>Entrepreneurship</u>	<u>\$1,000</u>
<u>Auditorium Manager</u>	<u>\$995</u>

ARTICLE III

A. Leaves

1. PTO Leave (Sick, Family Illness & Personal)

Each full-time teacher may be absent from work with pay on account of illness, family illness, personal business or quarantine for fifteen (15) days each year (these days are called PTO days). If a teacher does not use all of his/her PTO days in a school year, the unused days accumulate up to a total of ninety (90) days.

For purposes of retirement pay, PTO 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. Personal leave shall be defined as the transaction of personal business or the conduct of personal or civic affairs.

If a teacher uses three or more consecutive PTO days they must have a doctor's note or have the days approved prior to the leave by the Superintendent. *If a teacher wishes to use up to 5 PTO days for a vacation, days 3-5 would count double.* Use of more than three consecutive PTO days for vacation purposes is limited to *one time per contract year*. Both the building principal and superintendent should be notified well in advance to ensure that sub coverage is made early. PTO days should not be used the day before a vacation (Fall Break, Thanksgiving Break, Winter Break, and Spring Break) without prior approval of the Superintendent or a doctor's note. Use of a PTO immediately before/after a vacation is limited to one time every other school year.

A teacher employed under a regular teacher's contract for less than the full school year shall be entitled to a prorated number of PTO days, and those PTO 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 PTO days with another school corporation and then becomes employed by this school corporation, there shall be added to his/her PTO days, for his/her second year and each succeeding year, eight (8) PTO 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 PTO 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 pro rata amount of PTO 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 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.

2. 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.

3. 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.

4. Maternity/Paternity Leave

The Board recognizes applicable state and federal law as it relates to leaves of absence for pregnant teachers or teachers with a pregnant spouse. **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 his/her accumulated PTO leave days during maternity/paternity leave. The expected date of return may be adjusted at the option of the teacher granted such leave.

5. 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 PTO leave days during adoptive leave. Procedures and conditions for returning shall be the same as those applicable for maternity leave.

6. 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.

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.

7. Part-Time Teachers

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

8. 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.)

9. 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.

B. Insurances

1. Medical, Dental, and Vision Insurance

Certified Insurance - Medical, Dental, and Vision Insurance

PLAN 1

Certified	Employee / Pay/Med	Employee/ Pay/Den	Employee Pay/Vision	Total Yearly Employee Cost	Total Yearly Corp Cost
Employee	143.18	5.77	2.13	3625.92	8,460.03
Employee + Spouse	315.25	12.31	4.13	7960.56	18,574.46
Employee + children	243.86	12.31	4.13	6247.20	14,576.82
Family	416.33	18.85	6.13	10,591.44	24,712.98

PLAN 2

Certified	Employee/ Pay/Med	Employee/ Pay/Den	Employee Pay/Vision	Total Yearly Employee Cost	Total Yearly Corp Cost
Employee	57.42	5.77	2.13	1567.68	8,460.27
Employee + Spouse	126.75	12.31	4.13	3436.56	18,574.46
Employee + children	96.24	12.31	4.13	2704.32	14,576.70
Family	165.28	18.85	6.13	4566.24	24,713.18

PLAN 3

Certified	Corp./HSA / Pay	Employee/ Pay/Den	Employee Pay/Vision	Corporation HSA/Pay/ Total	Total Yearly Employee Cost	Total Yearly Corp Cost
Employee	23.91	5.77	2.13	573.84	189.60	8460.21
Employee + Spouse	53.38	12.31	4.13	1281.12	394.56	18,574.63
Employee + children	42.93	12.31	4.13	1030.32	394.56	14,576.83
Family	71.38	18.85	6.13	1713.12	599.52	24,713.01

In the event no agreement is reached, the Board will continue contributing only the prior year's amount per tier. Wabash City Schools will pay 70% of increase for 2023-24.

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

Effective October 1, 2023, Plan 1 will no longer be available for new employees or for current employees to move to during open enrollment. Any employee currently enrolled on Plan 1 will be allowed to stay on Plan 1 until they go off WCS medical insurance or they change to Plan 2 or 3.

2. 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.

3. 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 2023-2024 school years; provided, the teacher shall pay not less than \$.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.

4. Insurance Carriers

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

5. 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.)

C. Retirement Benefits, Early Retirement Benefits, and Severance Benefits

1. 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:

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.

1. 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.
2. Permanent retirement from full-time teaching must be evidenced.
3. The Board in case of permanent retirement due to disability may waive the notification date and minimum age requirement.
4. Each year of teaching service in the Wabash City Schools shall be compensated by \$270 and each accumulated PTO leave day shall be compensated by \$50.
5. Upon the death of the teacher otherwise eligible for retirement pay, payment will be forwarded to the teacher's estate.
6. A year's service is considered to be one hundred twenty (120) contract days.

2. 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 employee's (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 PTO leave day multiplied by \$100. This benefit is limited 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 PTO leave days at a rate of \$75 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.
7. 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.
8. 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.

3. 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 PTO leave day multiplied by \$100. This benefit is limited 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 PTO leave days at a rate of \$75 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.

4. 401(a) Carrier

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

5. 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 Teachers Retirement Fund.

D. Other Permissible Wage / Salary Related Fringe Benefits

1. 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.

2. 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 and a paid bill for hours, 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 and a paid bill for hours, 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.

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

Article IV

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 V

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.

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.

Term of Agreement

The provisions of this contract shall become effective November 10, 2023 and shall remain in effect until June 30, 2024; 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.

The undersigned attest to the following:

1. A public hearing was held on September 11, 2023 in compliance with I.C. 20-29-6-1(b), and electronic participation was not permitted; and
2. A public meeting was held on November 6, 2023 in compliance with I.C. 20-29-6-19 to discuss the tentative agreement and electronic participation from the governing body and/or public was not permitted.

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

BOARD OF SCHOOL TRUSTEES
WABASH CITY SCHOOLS

WABASH CITY
TEACHERS' ASSOCIATION

By _____

By _____

Rod Kelsheimer
President

James Burns
President

By _____

By _____

Stephen DaFoe
Secretary

Ryan Carmichael
Vice-President

By _____

By _____

Chief Negotiator
Board of School Trustees

Chief Negotiator
Wabash City Teachers'
Association

Revised: 11/10/2023